

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

BID NUMBER: **WCGHGC0358/2/2026** CLOSING DATE: **25 SEPTEMBER 2026** CLOSING TIME: **11:00AM**

SUPPLY AND DELIVERY OF LAUNDRY CHEMICALS AND LIQUID DOSING PUMPS TO ALL HOSPITALS AND INSTITUTIONS OF THE WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FOR A FIVE (5) YEAR PERIOD

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

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

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

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

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

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

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

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

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

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

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
25 September 2026	
1)..... SIGNED	2)..... SIGNED

Please refer all technical/specification enquiries to Mr Arthur Jantjies, Tel.: 021 918 1702, e-mail: Arthur.Jantjies@westerncape.gov.za and Mr Valdin Jooste, Tel.: 021 933 0834, e-mail: Valdin.Jooste@westerncape.gov.za



pp HEAD OF DEPARTMENT

DATE: 17/08/2026

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

25 September 2026

1).....
SIGNED

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PART A INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WCGHGC0358/2/2026	CLOSING DATE:	25 SEPTEMBER 2026	CLOSING TIME:	11H00 AM
DESCRIPTION	SUPPLY AND DELIVERY OF LAUNDRY CHEMICALS AND LIQUID DOSING PUMPS TO ALL HOSPITALS AND INSTITUTIONS OF THE WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FOR A FIVE (5) YEAR PERIOD				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Main entrance of Department of Health, Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7 am to 5 pm (excluding public holidays).					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			SPECIFICATIONS/TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Johan Van Wyk		CONTACT PERSON	Arthur Jantjies Valdin Jooste	
TELEPHONE NUMBER	021 834 9007		TELEPHONE NUMBER	Arthur – 021 918 1702 Valdin – 021 933 0834	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Johannes.VanWyk2@westerncape.gov.za		E-MAIL ADDRESSES	Arthur.Jantjies@westerncape.gov.za Valdin.Jooste@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					

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

25 September 2026

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VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	WCSD REGISTRATION NO.		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL 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 PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 BELOW.	

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 25 September 2026 1)..... SIGNED		2)..... SIGNED
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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB7.1).**

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 A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) 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 2.4 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:

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

COMPULSORY SITE MEETINGS & SITE VISIT WILL BE HELD

SUPPLY AND DELIVERY OF LAUNDRY CHEMICALS AND LIQUID DOSING PUMPS TO ALL HOSPITALS AND INSTITUTIONS OF THE WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FOR A FIVE (5) YEAR PERIOD

The contract period will be for a five (5) year term.

See details below and it is required that bidders attend the site meeting.

BIDDERS NOT ATTENDING BOTH SITE MEETINGS AND VISITS WILL NOT BE CONSIDERED.

PLEASE KEEP STRICTLY TO TIME OF SITE MEETING AS LATE BIDDERS WILL NOT BE ALLOWED TO CONTINUE WITH THE SITE MEETINGS AND VISITS. Bidders must ensure that they are at the meeting venue at least fifteen (15) minutes before the starting time of the meeting. Doors will be closed at the starting time of the site meeting.

IMPORTANT NOTE: PLEASE KEEP STRICTLY TO TIME OF MEETINGS AS LATE BIDDERS WILL NOT BE ALLOWED TO CONTINUE WITH THE SITE VISIT.

Date: 17 September 2026

Time: 10h00 am (Strictly)

Place: Lentegeur Central Laundry, Boardroom.

Date: 18 September 2026

Time: 11h00 am (Strictly)

Place: Hermanus Hospital, Laundry.

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

NB: FAILURE TO ATTEND BOTH COMPULSARY SITE VISITS WILL INVALIDATE YOUR OFFER

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

25 September 2026

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SUPPLY AND DELIVERY OF CHEMICALS FOR LAUNDRY AND LINEN SERVICES TO ALL INSTITUTIONS AND LAUNDRIES UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A FIVE (5) YEAR PERIOD

ON PREMISES LAUNDRY ADDRESS LIST & WASHING MACHINES

2 washing machines Prins Albert Lower Mark Street PRINS ALBERT 6930 Tel: (023) 541 1300	2 washing machines Bredasdorp C/o Dorpsig & van Riebeeck Strs BREDASDORP 7280 Tel: (028) 424 1167	2 washing machines Swellendam 18 Drostyd Street SWELLENDAM 6740 Tel: (028) 514 1142
4 washing machines Caledon Alongside N2 North CALEDON 7230 Tel: (028) 212 1070	7 washing machines Tygerberg Laundry Francie van Zyl Drive BELLVILLE 7505 Tel: (021) 933 0834/5/6/7/8	5 washing machines Citrusdal Vrede Street CITRUSDAL 7340 Tel: (022) 921 2153/4
Valkenberg Psychiatric Hospital 9 washing machines Anzio Road OBSERVATORY 7925 Tel: (021) 440 3111	5 washing machines Hermanus Hospital Road HERMANUS 7200 Tel: (028) 312 1166	3 washing machines Vredendal 14 van der Stel Street VREDENDAL 8160 Tel: (027) 213 2039
2 washing machines Ladismith Hospital Street LADISMITH 6655 Tel: (028) 551 1342	4 washing machines Beaufort West Voortrekker Street BEAUFORT-WEST 6970 Tel: (023) 415 8100	1 washing machines Laingsburg Voortrekker Street LAINGSBURG 6900 Tel: (023) 551 1237
8 Washing machines Lentegeur Laundry c/o Highlands & AZ Berman Drive MITCHELL'S PLAIN 7785 Tel: (021) 200 0196	3 washing machines Nelspoort NELSPOORT 6973 Tel: (023) 416 1600	3 washing machines Murraysburg Graaff-Reinet Way MURRAYSBURG 6995 Tel: (049) 844 0206
3 washing machines Clanwilliam Hospital Old Cape Road CLANWILLIAM 8135 Tel: (027) 482 2166	5 Washing machines Stikland Psychiatric Hospital 75 De La Haye Avenue STIKLAND 7530 Tel: (021) 940 4400	5 washing machines Alexandra Hospital Annex Road, MAITLAND GARDEN VILLAGE 7405 Tel: (021) 503 5000
3 washing machines Ceres Hospital Chr Riverside & Theron Street CERES 6835 Tel: (023) 316 9600	3 washing machines Vredenburg Hospital 22 Voortrekker Street Saldanha VREDENBURG 7390 Tel: (022) 709 7200	WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 25 September 2026 1)..... 2)..... SIGNED SIGNED

SPECIAL CONDITIONS

SUPPLY AND DELIVERY OF CHEMICALS FOR LAUNDRY AND LINEN SERVICES TO ALL INSTITUTIONS AND LAUNDRIES UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A FIVE (5) YEAR PERIOD

THIS BID IS DUE AT 11:00 ON 25 SEPTEMBER 2026

VALIDITY PERIOD: 120 DAYS

This contract will be applicable to hospitals / institutions and laundries for Western Cape Government: Health as indicated in the attached list of laundries.

1. The goods are required for delivery into the stores of the institutions mentioned, in such quantities as may be ordered from time to time and it is essential that sufficient stock be on hand:

SUBMISSION OF SAMPLES

2. **A sample are required of each item offered and must be supplied separately from the bid documents, directly to the address indicated below, on or before the closing date and time of this bid.**

**Tygerberg Laundry
Premises of Tygerberg Hospital
Francie van Zijl Drive
Parow
7505**

Attention:

Mr. Phumezo Madikane, Tel.: 021 933 0834/5/6.

Ms. Lynette Vearey, Tel.: 021 933 0834/5/6.

- 2.1 Are you the manufacturer of the products offered? YES/NO

If you answer is No, please provide written proof from your supplier/s that they have no objection to you offering their product/s against this bid, and that if you are awarded this bid, that they will continue to supply this product to you to enable you to comply with your contractual obligations towards the Department of Health.

- 2.2 Have samples of items offered been submitted to the above address? (Circle your option) YES/NO

- 2.3 The offers of bidders who are unable to comply with paragraph 2 with regard to the supply of samples will not be considered.

- 2.4 Where offers have been received but no samples supplied will not be considered.

- 2.5 ALL SAMPLES of the items offered MUST BE MARKED WITH THE BID AND ITEM NUMBER AND THE BIDDER'S NAME AND ADDRESS.

- 2.6 SAMPLES OF THE SUCCESSFUL BIDDERS WILL BE RETAINED FOR THE FULL CONTRACT PERIOD.

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

25 September 2026

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- 2.7 Samples submitted by unsuccessful bidders must be collected by them within 1 month of the commencement of the contract. Samples not collected within this period will be disposed of or destroyed.

*Please note: **All samples must be a true representative of the product which will be supplied.**

TESTING AND INSPECTION

3. Where testing and/or inspection by a testing organisation is a condition of bid, paragraph 8 of GCC will apply.
- 3.1 **All batches must be accompanied by a test certificate of product done by a reputable independent laboratory twice a year, that is accredited by SANS, not older than 12 months, to the effect that the manufacturer has the ability to manufacture to specification and to comply with the requirements, must be submitted with the bid. This is a compulsory requirement, and bids will not be considered if test certificate is not included in the bid.**
- 3.2 **Bidders will not be considered if they fail to submit samples where samples are required or fail to submit the required certificates.**

QUANTITIES

4. The quantities reflected in the bid forms are QUANTITIES SPECIFIED BUT NOT GUARANTEED and will be determined solely by the requirements of institutions.

DELIVERY

5. Is the delivery period firm? (Circle your option) YES/NO
6. Where unlimited quantities cannot be delivered within the delivery periods quoted, bidders should indicate the rate of delivery per week or per month that can be maintained.

Delivery rate per week

Delivery rate per month

STATEMENT OF SUPPLIES AND SERVICES

7. Contractors must comply when requested by the Department or person appointed by the Department to furnish particulars of supplies delivered against contracts awarded in consequence of this bid. If a contractor fails to do so, the Department may, without prejudice to any other rights that it may have, institute enquiries at the expense of the contractor to obtain the required particulars.

PRICES

8. **ALL PRICES QUOTED MUST INCLUDE SUPPLY AND DELIVERY TO THE VARIOUS STORES AS INDICATED IN PARAGRAPH 1 ABOVE.**

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
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9. Bid prices should be net and VAT INCLUSIVE. (Bidders intending to quote a price less a discount must deduct the discount and then insert the net bid price in the space provided.) Bidders, who are prepared to offer a special discount on individual orders in respect of certain items, should complete the following schedule:

Discount on individual orders of:

Over R5 000 – R10 000 in value%

Over R10 000 in value%

10. Please indicate whether prices will remain firm in all respects for the duration of the contract, that is, not subject to any fluctuation. Escalation of non-firm prices will be on proven costs and not on a percentage basis. Bids at firm prices for the duration of the contract may receive preference over bids of which prices are not – firm. (Circle your option) YES/NO
11. Bidders should note that different bid price structures for various periods during the contract period, which are also subject to any fluctuation, will not be considered. Bidders who wish to make provision for any cost variations during the contract period, should therefore bid either fixed bid prices for various periods or bid only one price, subject to the applicable variations provided.
12. Where the prices of supplies offered will be affected as a whole or partially by a variation in rates of exchange and bidders are not in a position to absorb the effect, bids at prices subject to exchange rate variations will be considered. The following conditions shall apply and must be complied with:
- 12.1 In the absence of any indication of exchange variation, it will be accepted that no adjustment as a result of exchange rate variation will be claimed.
- 12.2 No adjustments will be considered, however, before 3 months of the contract period have expired, and after that adjustments will be considered at the utmost three monthly.
- 12.3 If supplies/items with a wholly or partially imported content are offered, please indicate whether prices are subject to exchange rate variations. (Circle your option)

YES/NO

IF YES, THE FOLLOWING PARTICULARS IN RESPECT OF EACH OF THE APPLICABLE ITEMS MUST BE FURNISHED ON THE ATTACHED WCBD 3.1 pricing schedules.

- 12.3.1 - the rate of exchange used in the conversion of the price of the supply/item to South African currency at the time of bidding:

NOTE: For the purpose of this bid only rates ruling on _____ must be used.

- 12.3.2 - the value of the imported components/raw materials that will be used in the manufacture/assembly of the supply/item and its value expressed as an actual value of the bid price.
13. If prices are not firm, please submit full particulars of the basis on which changes in contract prices will be calculated. (Refer to WCBD 3.1/2).

WESTERN CAPE GOVERNMENT: HEALTH
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FORMULA FOR PRICE INCREASES

- 14.1 If a formula is used, please note that the formula must provide for a fixed factor of 15%, which percentage represents the element of profit and/or overheads.
- 14.2 Please use the +base month as per the latest indices published by Statistics South Africa in their publication for the month of bid.
- 14.3 If other statistics are used, please use the latest indices available in the month of bid. Copies of the relevant statistics must accompany the bid.
- 14.4 When applying for a price increase based on a formula, use the applicable index/indices available at the date of application for the next period.
- 14.5 Please submit a full breakdown in your bid of the formula on which price increases will be based. Application(s) for (a) price increase(s) may not to be granted if bidders fail to comply with this request. (See attached WCBD 3.1/2).

PAYMENT

15. It is the policy of the Department to effect payments by electronic funds transfer (EFT), the successful bidder must ensure to be active on the Department's procurement system. Must have an active valid supplier number. The invoice must be accompanied by the test certificate. If not, payment will be withheld until the test certificate is provided.

NEGOTIATIONS

16. The Department reserves the right, should it be deemed necessary, to enter negotiations with the bidder/s regarding service delivery, price reviews etc.

17. PENALTIES

Non-Compliance	Penalty
Training is not provided as stipulated in the contract.	The service provider will be penalized 20 % (percent) of the latest invoice for not adhering to bid specifications.
Supply of inferior storing containers	The service provider will be penalized 20 % (percent) of the latest invoice for not adhering to bid specifications.
Failure of testing of washing processes as per the included schedule.	The service provider will be penalized 20 % (percent) of the latest invoice for not adhering to bid specifications.
The Supplier shall maintain all chemical dosing and dispensing equipment in good working order as stated below:	
If a dosing system failure halts production, the Supplier must restore functionality within 4 hours of notification.	Failure to resolve within the prescribed timeframe shall result in a credit of a flat 25% deduction of the latest invoice.
	For any load re-processing (re-wash costs) due to dosing errors (e.g., staining, graying, or poor rinsing), within the prescribed timeframe, the Supplier shall be billed a flat rate of R5/piece to compensate for water, energy, and labor.
The Supplier warrants that the chemicals provided, when used as instructed, will meet SANS 10146 standards for thermal or chemo-thermal disinfection	Provide immediate 100% credit for the chemical costs of the affected batch.

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If a laboratory test reveals a failure to achieve required disinfection levels due to chemical or dosing inaccuracy.	Pay a damage fee of R10 000 to cover the cost of re-testing and clinical risk assessment.
The Supplier shall ensure that chemical concentrations do not exceed the textile manufacturer's tolerances.	If standardized "test pieces" (control strips) show a loss of fiber tensile strength exceeding 20% over 30 washes (where it can be proved), the Supplier shall be liable for the replacement value of the affected linen inventory.
If production is interrupted due to a failure to deliver chemicals,	The Supplier shall be liable for the full cost of outsourcing.
Failure to conduct routine servicing and maintenance according to the machine manufacturer's specifications, as detailed in the user manuals.	The service provider will be penalized 20 % (percent) of the latest invoice for not adhering to bid specifications
Failure to submit a monthly performance report.	The service provider will be penalized 20 % (percent) of the latest invoice for not adhering to bid specifications

All other non-performance will be Subject to the General Conditions of Contract Clause 25.

18. **GENERAL**

- 18.1 Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health and Wellness. The Western Cape Department of Health and Wellness reserves the right, in its sole discretion, to withdraw by notice to bidders any services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process.
- 18.2 The Western Cape Department of Health and Wellness reserves the right to amend the bid process, closing date or any other date at its sole discretion.
- 18.3 The Western Cape Department of Health and Wellness reserves the right to cancel the bid or any part of the bid before the bid has been awarded
- 18.4 The Western Cape Department of Health and Wellness reserves the right not to accept the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Department.
- 18.5 The Western Cape Department of Health and Wellness reserves the right to reject all responses submitted and to embark on a new bid process.
- 18.6 All items to be awarded to one bidder/supplier for the 3-year (36 months) period.

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PRICING SCHEDULES

NAME OF BIDDER:

BID NUMBER: WCGHGC0358/2/2026

CLOSING TIME 11:00 ON 25 SEPTEMBER 2026

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

ITEM NO.	ESTIMATE D QUANTITIES	DESCRIPTION	BID PRICE IN SA CURRENCY INCLUSIVE OF VAT				
			Year 1	Year 2	Year 3	Year 4	Year 5
1	5000 (25kg) Bag	Detergent, Laundry, Industrial Quality level equal to: SANS 1044 (latest issue) or equal/similar. Description of product: A low foam type of laundry detergent in the form of a powder or granules. It is homogenous, free-flowing, free from visible impurities and readily soluble in water. Product must comply to SANS 1044 or of similar standard. The label of product must include all ingredients and percentages thereof within the product. (As per attached specifications & general conditions) Important: The questionnaire hereunder/attached must be completed in full by replying to each and every question.	R..... Per 25kg bag	R..... Per 25kg bag	R..... Per 25kg bag	R..... Per 25kg bag	R..... Per 25kg bag

A. Brand

B. Product Code

C. Country of origin

D. Does offer comply with specification? *YES/NO

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

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

25 September 2026

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ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	BID PRICE IN SA CURRENCY INCLUSIVE OF VAT				
3	950 (25Ltr) Drum	Blanket detergent/sanitizer Quality level equal to: No SANS standard. A complete microbiological report must be submitted with the bid documents to show the efficacy of the product. Description of product: Must be in liquid form. All deliveries to include a COA. The label of product must include all ingredients and percentages thereof within the product. (As per attached specifications & general conditions) Important: The questionnaire hereunder/attached must be completed in full by replying to each and every question Free dosing equipment must be installed by the successful Supplier at the above-mentioned laundries.	Year 1	Year 2	Year 3	Year 4	Year 5
			R Per 25ltr drum	R Per 25ltr drum	R Per 25ltr drum	R Per 25ltr drum	R Per 25ltr drum

- A. Brand
- B. Product Code
- C. Country of origin
- D. Does offer comply with specification? *YES/NO
- E. If not to specification, indicate deviation(s).....
- F. Period required for delivery
*Delivery: Firm/not firm
- G. Delivery basis (all delivery costs must be included in the bid price)

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

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 25 September 2026	
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ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	BID PRICE IN SA CURRENCY INCLUSIVE OF VAT				
			Year 1	Year 2	Year 3	Year 4	Year 5
4	1900 (25Ltr) Drum	Peracetic acid sanitizer – disinfectant <u>Quality level equal to:</u> No SANS standard. A complete microbiological report must be submitted with the bid documents to show the efficacy of the product. <u>Description of product:</u> Colourless liquid with pungent smell. All deliveries to include a COA. The label of product must include all ingredients and percentages thereof within the product. (As per attached specifications & general conditions) <u>Important: The questionnaire hereunder/attached must be completed in full by replying to each and every question</u> Free dosing equipment must be installed by the successful Supplier at the above-mentioned Laundries.	R..... Per 25ltr drum	R..... Per 25ltr drum	R..... Per 25ltr drum	R..... Per 25ltr drum	R..... Per 25ltr drum

- A. Brand
- B. Product Code
- C. Country of origin
- D. Does offer comply with specification? *YES/NO
- E. If not to specification, indicate deviation(s).....
- F. Period required for delivery
*Delivery: Firm/not firm
- G. Delivery basis (all delivery costs must be included in the bid price)

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

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 25 September 2026	
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ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	BID PRICE IN SA CURRENCY INCLUSIVE OF VAT				
			Year 1	Year 2	Year 3	Year 4	Year 5
5	1620 (25Ltr) Drum	Hydrogen Peroxide 50% minimum Quality level equal to: As per specification. No SANS standard. Description of product: A liquid Hydrogen Peroxide 50% minimum free of any suspended matter. All deliveries to include a COA. The label of product must include all ingredients and percentages thereof within the product. (As per attached specifications & general conditions) Important: The questionnaire hereunder/attached must be completed in full by replying to each and every question. Free dosing equipment must be installed by the successful Supplier at the above-mentioned laundries.	R..... Per 25kg drum	R..... Per 25kg drum	R..... Per 25kg drum	R..... Per 25kg drum	R..... Per 25kg drum

- A. Brand
- B. Product Code
- C. Country of origin
- D. Does offer comply with specification? *YES/NO
- E. If not to specification, indicate deviation(s)
- F. Period required for delivery
*Delivery: Firm/not firm
- G. Delivery basis (all delivery costs must be included in the bid price)

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

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	BID PRICE IN SA CURRENCY INCLUSIVE OF VAT				
			Year 1	Year 2	Year 3	Year 4	Year 5
6	1000 (25Ltr) Drum	Liquid alkaline Quality level equal to: As per specification. No SANS standard. Description of product: An alkali for use in laundries. It must be in the form of liquid and easy dissolve in water. Each order and batch must be accompanied by a Certificate of Analysis (COA). The label of product must include all ingredients and percentages thereof within the product. (As per attached specifications & general conditions) Important: The questionnaire hereunder/attached must be completed in full by replying to each and every question Free dosing equipment must be installed by the successful Supplier at the above-mentioned Laundries.	R..... Per 25litre drum	R..... Per 25litre drum	R..... Per 25litre drum	R..... Per 25litre drum	R..... Per 25litre drum

- A. Brand
- B. Product Code
- C. Country of origin
- D. Does offer comply with specification? *YES/NO
- E. If not to specification, indicate deviation(s)
- F. Period required for delivery
*Delivery: Firm/not firm
- G. Delivery basis (all delivery costs must be included in the bid price)

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

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 25 September 2026 1)..... SIGNED 2)..... SIGNED

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	BID PRICE IN SA CURRENCY INCLUSIVE OF VAT				
			Year 1	Year 2	Year 3	Year 4	Year 5
7	2000 (25Ltr) Drum	Liquid Soap Quality level equal to: As per specification. No SANS standard. Description of product: A low foam type of laundry detergent in the form of liquid with a strong builder as detail below and readily soluble in water. Product must comply to SANS 1044 or of similar standard. The label of product must include all ingredients and percentages thereof within the product. (As per attached specifications & general conditions) Important: The questionnaire hereunder/attached must be completed in full by replying to each and every question Free dosing equipment must be installed by the successful Supplier at the above-mentioned Laundries.	R..... Per 25 litre drum	R..... Per 25 litre drum	R..... Per 25 litre drum	R..... Per 25 litre drum	R..... Per 25 litre drum

- A. Brand
- B. Product Code
- C. Country of origin
- D. Does offer comply with specification? *YES/NO
- E. If not to specification, indicate deviation(s)
- F. Period required for delivery
*Delivery: Firm/not firm
- G. Delivery basis (all delivery costs must be included in the bid price)

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

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 25 September 2026 1)..... SIGNED 2)..... SIGNED	
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ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	BID PRICE IN SA CURRENCY INCLUSIVE OF VAT				
8	1000 (25Ltr) Drum	Enzymes detergent Quality level equal to: As per specification. No SANS standard.	Year 1	Year 2	Year 3	Year 4	Year 5
			R	R	R	R.....	R.....
			Per 25 litre drum	Per 25 litre drum	Per 25 litre drum	Per 25 litre drum	Per 25 litre drum
	1000 25 kg bag	Description of product: Enzyme Savinase-stainzyme-lipo (T Blend). Blends of Protease, Amylase and Lipolase enzymes specifically engineered for the blending of laundry detergents. The product must be design specifically for heavily sluice linen. (As per attached specifications & general conditions) Important: The questionnaire hereunder/attached must be completed in full by replying to each and every question Free dosing equipment must be installed by the successful Supplier at the above-mentioned Laundries.	R	R.....	R.....	R.....	R.....
			Per 25 kg bag	Per 25 kg bag	Per 25 kg bag	Per 25 kg bag	Per 25 kg bag

- A. Brand
- B. Product Code
- C. Country of origin
- D. Does offer comply with specification? *YES/NO
- E. If not to specification, indicate deviation(s)
- F. Period required for delivery
*Delivery: Firm/not firm
- G. Delivery basis (all delivery costs must be included in the bid price)

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

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 25 September 2026 1)..... SIGNED		2)..... SIGNED
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ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	BID PRICE IN SA CURRENCY INCLUSIVE OF VAT				
			Year 1	Year 2	Year 3	Year 4	Year 5
9	1000 25 kg bag New item	Chlorine Bleach Quality level equal to: SANS CKS 497 (Latest editions) Description of product: Organic chlorine bleach, often formulated as powdered chlorinated cyanurates or stabilized liquids, is a powerful sanitizing and whitening agent specifically designed for industrial and healthcare laundry applications. It must be free-flowing, homogenous and free from visible impurities. It must not contain Trichloroisocyanuric acid (TCCA), Sodium Hydroxide and Potassium Hydroxide For use in industrial laundering machines for the washing, in either hard or soft water for textiles made of natural or synthetic fibre yarns. (As per attached specifications & general conditions) Important: The questionnaire hereunder/attached must be completed in full by replying to each and every question Free dosing equipment must be installed by the successful Supplier at the above-mentioned Laundries.	R Per 25 kg bag	R Per 25 kg bag	R Per 25 kg bag	R Per 25 kg bag	R Per 25 kg bag

- A. Brand
- B. Product Code
- C. Country of origin
- D. Does offer comply with specification? *YES/NO
- E. If not to specification, indicate deviation(s)
- F. Period required for delivery
*Delivery: Firm/not firm
- G. Delivery basis (all delivery costs must be included in the bid price)

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

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00 25 September 2026 1)..... SIGNED 2)..... SIGNED	
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ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	BID PRICE IN SA CURRENCY INCLUSIVE OF VAT				
10	1000 25 kg bag New item	Oxalic Acid Quality level equal to: As per specification. No SANS standard. Description of product: Oxalic acid is a colourless, odourless, and highly soluble dicarboxylic acid used in healthcare laundries primarily as a specialized, acidic, heavy-duty stain remover, particularly for removing rust, iron-based stains, and ink. In the industrial laundry context, it serves as an "acid sour" or rinse agent to neutralize alkaline residues and remove deep-seated metallic stains, often used when typical laundry detergents fail. The product must be designed specifically for heavily soiled linen. (As per attached specifications & general conditions) Important: The questionnaire hereunder/attached must be completed in full by replying to each and every question Free dosing equipment must be installed by the successful Supplier at the above-mentioned Laundries.	Year 1	Year 2	Year 3	Year 4	Year 5
			R Per 25 kg bag	R per 25 kg bag	R Per 25 kg bag	R Per 25 kg bag	R Per 25 kg bag

- A. Brand
- B. Product Code
- C. Country of origin
- D. Does offer comply with specification? *YES/NO
- E. If not to specification, indicate deviation(s)
- F. Period required for delivery
*Delivery: Firm/not firm
- G. Delivery basis (all delivery costs must be included in the bid price)

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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Note: **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

SUPPLY AND DELIVERY OF CHEMICALS FOR LAUNDRY AND LINEN SERVICES TO ALL INSTITUTIONS AND LAUNDRIES UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A FIVE (5) YEAR PERIOD

The successful bidder must be able to provide technical support as follows:

Details of offer (indicate comply/not comply)

1. A comprehensive knowledge of specifications of chemicals being supplied.
2. Bidders must appoint a suitable qualified technician based in Cape Town for the 2 Centrals Laundries and 1 qualified technician for all other on premises laundries and **provide his/her CV with the bid.**

The technicians must have the following competencies and **proof of a grade 9 certificate must be submitted with the bid.**

At least 10 years' experience as a laundry technician.

Must be acquainted with laundry equipment.

Have experience of laundry detergents and dosing equipment.

Experience on sampling and analyzing laundry chemicals.

Extensive knowledge of washing formulae and wash procedures.

Technical support team are required to write wash program on all Washer Extractors and Continuous Batch Washers (CBW).

It is a requirement that the Technical support team must know the process of handling infected linen to train the laundry staff.

The successful bidder to provide the Department of Health and Wellness – Laundry Services with a SOP of safe handling of the chemicals for infected and infested linen.

3. **Bidder must have a suitable Quality Control Management Programme in place and provide it to the Department included in their offer.**

The technician's roles and responsibilities must be detailed within the Quality Control Management Programme.

4. **Supply of Technical and Safety data sheets on all chemicals included with your offer.**

5. Supply free on loan Dosing equipment on all washing machines.

6. Ability to set up, maintain and service automatic Dosing equipment on all Chemicals monthly or when required at the contractor's costs.

7. Bidder must assist with comprehensive chemical training twice a year per mentioned laundry and issue a training certificate. The certificate does not have to be from an accredited training provider.

Also require training when new staff are appointed. The training should commence 3 months after award of contract and thereafter on a 6 monthly basis.

The training must include the following:

- Identification of different chemicals used.
- The difference between acid and alkali and why is it important in the washing process.
- The properties of polyester, cotton and woolen textile products and usage of different chemicals on different textile products.
- Purpose of each chemical.
- Training in analyzing material safety data sheets.
- The washing processes and programs.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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- The elements of good washing and non-compliance with washing methods.
- Training in laundry chemical test methods i.e., titrations, etc.

Note that once the contract is awarded the successful bidder will be notified when the two training sessions should take place.

- Bidder must have access to an accredited laboratory for microbiological testing and laundry chemical testing when required.
- The successful bidder must sign an undertaking to immediately resolve any technical problems as and when they occur.
(See attached Annexure B)
- Representatives of the Department will conduct due diligent visits to the recommended bidder/s offices/manufacturing premises.
- A monthly performance report to be provided to Control Laundry Manager or delegated official.

**** Full details are required, and prospective bidders are free to attach such annexures as are required thereto.**

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

25 September 2026

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SPECIFICATIONS**SUPPLY AND DELIVERY OF CHEMICALS FOR LAUNDRY AND LINEN SERVICES TO ALL INSTITUTIONS AND LAUNDRIES UNDER THE CONTROL OF THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A FIVE (5) YEAR PERIOD****Item 1****Approved item name:**

Detergent, Laundry, Industrial

Quality level equal to:

SANS 10144 (latest issue) or similar standard.

Description of product:

A low foam type of laundry detergent in the form of a powder or granules. It is homogenous, free-flowing, free from visible impurities and readily soluble in water.

Uses:

For use in industrial laundering machines for the washing, in either hard or soft water of textiles made of cotton or of cotton and synthetic fibre yarns.

Method of application:

By means of automatic detergent dispensers or by hand in the washing cylinder
In automatic or semi – automatic washing plants.

Working concentration:

As recommended by the manufacturer.

<u>Properties of product</u>	<u>Unit</u>	<u>Minimum</u>	<u>Maximum</u>
Water insoluble matter Content	% (m/m)	-	1,0
pH. Value	-	10,5	12,5
Foaming properties	m/m	-	50,0
Chemical damage to Cotton fibres	Pa ⁻¹ .S ⁻¹	-	160

Packaging:

Product to be packed in 25kg bags, comprising an outer woven bag 80grams per square meter, and an inner plastic bag of no less than 40 microns in strength.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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Item 2**Approved item name:**

Alkali, Laundry

Quality level equal to:

SANS CKS 499 (Type 2) or similar standard.

Description of product:

An alkali for use in laundries. It must be in the form of a free-flowing powder or granules and shall be free from dirt and other visible foreign matter, and dissolves easily in water.

Uses:

For heavy duty laundering of white and coloured cotton fabrics and polyester cotton fabrics

Method of application:

By means of automatic detergent dispensers or by hand in the washing cylinder
In automatic or semi – automatic washing plants.

Working concentration:

As recommended by the manufacturer.

<u>Properties of product type2</u>	<u>Unit</u>	<u>Minimum</u>	<u>Maximum</u>
Sodium hydroxide content (as Na OH)	%(m/m)	35,0	-
Sodium carbonate content (as Na ² CO ₃)	%(m/m)	-	-
Total alkali content (as Na OH)	%(m/m)	65,0	-
Complex phosphate content (as P ² O ₅)	%(m/m)	5,0	-
Sodium Metasilicate content (as Si O ₂)	%(m/m)	-	0,5
Sodium carboxymethylcellulose content	%(m/m)	2,0	-
Moisture content	%(m/m)	-	4,0
Water insoluble matter content	%(m/m)	-	0,5
pH value	-	12,5	14

Packaging:

Product to be packed in 25kg bags, comprising an outer woven bag 80grams per square meter, and an inner plastic bag of no less than 40 microns in strength.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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Item 3**Approved item name:**

Blanket detergent/sanitizer

Quality level:

No SANS standard. A complete microbiological report must be submitted with the bid documents to show the efficacy of the product.

Description of product:

Must be in liquid form

Uses:

The laundering/disinfection of woollen blankets.

Method of application:

By means of automatic dosing equipment or by hand into the washing tank.

Working concentration:

As recommended by the manufacturer.

<u>Properties of product</u>	<u>Unit</u>	<u>Minimum</u>	<u>Maximum</u>
Active matter	%	9	10
Viscosity	<100cps @ 20°C		-
Density S.G. @ 20°C	mg/L	1,01	4
pH 1% solution	-	7	8
Stability	6 months		

Packaging:

Product to be packed 25kg in heavy-duty plastic poly cans.

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

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Item 4**Approved item name:**

Peracetic acid sanitizer - Disinfectant

Quality level:

No SANS standard. A complete microbiological report must be submitted with the bid documents to show the efficacy of the product.

Description of product:

Colourless liquid with a pungent smell.

Uses:

For chemical disinfection and stain removal of laundry and for sanitising inanimate surfaces.

Method of application:

Direct injection by means of automatic closing equipment.

Working concentration:

As recommended by the manufacturer.

<u>Properties of product</u>	<u>Unit</u>	<u>Minimum</u>	<u>Maximum</u>
Peracetic acid solution	%	32,0	60
Hydrogen peroxide (as H ₂ O ₂)	%	10	16
pH value	-	1,9	3
Viscosity @ 20°C	-	-	20,0
Foaming	Non foaming		
Vapour pressure	m/m HG/70IF	-	20 @ 25°C
Density @ 20°C S.G.	MB/L	1,15	3
Stability of product	3 months		

Packaging:

Products must be packed in 25litre heavy-duty plastic poly cans fitted with pressure releasing caps.

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Item 5**Approved item name:**

Hydrogen Peroxide Minimum 50%.

Quality level:

As per specifications hereunder. No SANS standard.

Description of product:

Hydrogen peroxide 50% minimum liquid free of any suspended matter.

Uses:

For use in industrial laundering machines for the washing, in either hard or soft water for textiles made of cotton or of cotton and synthetic fibre yarns.

Method of application:

By means of automatic detergent dispensers in the washing cylinder.

Working concentration:

As recommended by the manufacturer.

<u>Properties of product</u>	<u>Unit</u>	<u>Minimum</u>	<u>Maximum</u>
Content	% (m/m)	50%	80
pH.	-	1.20	2.50
Purity	-	50%	-
Free Acid	-	-	0.95
Stability	-	97%	-

Packaging:

Product to be packed in 25Ltr Heavy-Duty plastic Poly-cans fitted with pressure releasing caps.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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Item 6**Approved item name:**

Liquid alkaline

Quality level:

As per specifications hereunder. No SANS standard.

Description of product:

Liquid Alkaline laundry detergent.

Uses:

For use in industrial laundering machines for the washing, in either hard or soft water for textiles made of cotton or of cotton and synthetic fibre yarns.

Method of application:

By means of automatic detergent dispensers in the washing cylinder.

Working concentration:

As recommended by the manufacturer.

<u>Properties of product</u>	<u>Unit</u>	<u>Minimum</u>	<u>Maximum</u>
Content	% (m/m)	20%	25
pH.	-	13	14
Purity	-	-	-
Free Acid	-	-	-
Stability	-	98%	-

Packaging:

Product to be packed in 25Ltr Heavy-Duty plastic Poly-cans fitted with pressure releasing caps.

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Item 7**Approved item name:**

Liquid Soap

Quality level:

As per specifications hereunder. No SANS standard.

Description of product:

Neutral phosphate Liquid Soap.

Uses:

For use in industrial laundering machines for the washing, in either hard or soft water for textiles made of cotton or of cotton and synthetic fibre yarns.

Method of application:

By means of automatic detergent dispensers in the washing cylinder.

Working concentration:

As recommended by the manufacturer.

<u>Properties of product</u>	<u>Unit</u>	<u>Minimum</u>	<u>Maximum</u>
Content	% (m/m)	-	-
pH.	-	8	10.5
Purity	-	80%	-
Free Acid	-	-	-
Stability	-	98%	-
Properties	PPS	25	55

Packaging:

Product to be packed in 25Ltr Heavy-Duty plastic Poly-cans fitted with pressure releasing caps.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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Item 8

Approved item name:

Enzymes

Quality level:

As per specifications hereunder. No SANS standard.

Description of product:

Enzymatic neutral laundry detergent.

Uses:

For use in industrial laundering machines for the washing, in either hard or soft water for textiles made of cotton or of cotton and synthetic fibre yarns.

Method of application:

By means of automatic detergent dispensers in the washing cylinder.

Working concentration:

As recommended by the manufacturer.

<u>Properties of product</u>	<u>Unit</u>	<u>Minimum</u>	<u>Maximum</u>
Enzyme Content	% (m/m)	3	6
pH.	-	7.5	8.5
Purity	-	80%	-
Stability	-	98%	-

Packaging:

Product to be packed in 25Ltr Heavy-Duty plastic Poly-cans fitted with pressure releasing caps.

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)	
BID OPENED 11:00	
25 September 2026	
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Item 9**Approved item name:**

Chlorine Bleach

Quality level:

SANS CKS 497 (Latest addition)

Description of product:

Organic chlorine bleach, often formulated as powdered chlorinated cyanurates or stabilized liquids, is a powerful sanitizing and whitening agent specifically designed for industrial and healthcare laundry applications. It must be free-flowing, homogenous and free from visible impurities. It must not contain Trichloroisocyanuric acid (TCCA), Sodium Hydroxide and Potassium Hydroxide

Uses:

For use in industrial laundering machines for the washing, in either hard or soft water for textiles made of cotton or of cotton and synthetic fibre yarns.

Method of application:

By means of automatic detergent dispensers in the washing cylinder.

Working concentration:

As recommended by the manufacturer.

<u>Properties of product</u>	<u>Unit</u>	<u>Minimum</u>	<u>Maximum</u>
Available chlorine content	%(m/m)	15	17
Loss of available chlorine heating	%(m/m)	0	20
Phosphate content (as P ₂ O ₃)	%(m/m)	14	20
Carbonate content (CO ₂)	%(m/m)	0	0,2
Reaction with carbonate ion	%(m/m)		slight turgidity
pH value		7.8	9.0
insoluble matter content	%(m/m)	0	1,5
loss on ignition	%(m/m)	18	more

Packaging:

Product to be packed in bags comprising an outer woven bag of 80 grams per square meter, and an inner plastic bag of no less than 40 microns in strength.

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DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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Item 10**Approved item name:**

Oxalic Acid (Ethanediol Acid)

Quality level:

As per specifications hereunder. No SANS standard.

Description of product:

Oxalic acid is a colourless, odourless, and highly soluble dicarboxylic acid used in healthcare laundries primarily as a specialized, acidic, heavy-duty stain remover, particularly for removing rust, iron-based stains, and ink. In the industrial laundry context, it serves as an "acid sour" or rinse agent to neutralize alkaline residues and remove deep-seated metallic stains, often used when typical laundry detergents fail.

Uses:

For use in industrial laundering machines for the washing, in either hard or soft water for textiles made of cotton or of cotton and synthetic fibre yarns.

Method of application:

By means of automatic detergent dispensers in the washing cylinder.

Working concentration:

As recommended by the manufacturer.

<u>Properties of product</u>	<u>Unit</u>	<u>Minimum</u>	<u>Maximum</u>
Appearance		powder	
pH	-	1.1	2.1
Odour		Orderless	
Boiling point	degree Celsius	100	-
Molecular weight	grams/molecular	90.04	90.04

Packaging:

Product to be packed in 25kg Heavy-Duty plastic bags. Not less than 4 microns and must be properly sealed to prevent spillage.

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The successful Service Provider for the alkaline and detergents items must adhere to the following Washing Standards

The process used by the Service Provider in performing the laundering service must comply with the minimum standards set out below.

The Service Provider shall at own cost ensure that the following tests are carried out at their facility:

Quality Aspect	Nature of Test	Frequency	Participants/Responsibility
Stain removal	EMPA test pieces.	Quarterly (4 times per year)	Service Provider
Whiteness Maintenance	Reflectometer readings on random articles of the same classification taken in the laundry.	Monthly at the central laundries Quarterly (4 times a year) at all on premises Laundries within the province.	Service provider
Test for detergents, pH and temperature of water through the washing processes.	Titration -, pH and temperature tests.	Monthly (the first week of the month) at Tygerberg and Lenteguur Laundries. Quarterly (4 times a year) at all on premises Laundries within the province.	Service Provider
Microbiological testing	Sampling of laundry services, equipment and staff. Testing for pathological photogenes i.e., E. coli, Staphylococcus.	Twice a year	Service provider

Notes:

- (i) EMPA Test Pieces are standard stained test pieces used to ensure staining is being removed without causing excessive damage to textiles.

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SUPPLY, INSTALLATION, MAINTAINANCE AND COMMISSIONING OF LIQUID SOAP AND CHEMICAL PUMPS TO ALL ON PREMISES AND CENTRAL LAUNDRIES UNDER THE CONTROL OF DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A FIVE (5) YEAR PERIOD

Scope

The Supply of Liquid soap to all Western Cape Government Laundries.

The supply of liquid chemicals include the Supply, Installation and Maintenance of all dosing pumps.

Dosing Pump Specifications.

Washing machines below 23kg

- Power supply 100-240Vac,50/60Hz
- Flow Rate 15l/Hour
- Lock out time preventing repeat dosing 0-75minutes.
- Delay function 0-5minutes.

Washers 25kg-300kg

- Power Consumption 100W max
- Power supply 100-240Vac,50/60Hz
- Flow Rate 30-120l/Hour.

SPESIFICATIONS FOR LIQUID SOAP, ALKALINE, PEROXIDE, BLANKET SOAP AND ENZYMES

Scope:

Where there is a requirement to launder linen and clothing soiled with blood, vomit, faeces etc. a washing machine with a sluice cycle and capability of a disinfectant cycles.

Should the laundry have an industrial drier and washing machine with a sluice and disinfection cycle.

-The liquid sluice detergent required for the sluice cycle must be designed to be used with automatic dosing equipment at low temperatures <30°C. This is to avoid coagulation of proteinaceous material on the linen.

Scope of work

The bid pricing to include the supply of liquid chemicals, installation, supply and commissioning of dosing systems in the Western Cape to all its On Premises and two Central laundries. The successful bidder must install dosing systems on a loan basis. The bidder must be able to supply Laundry Services with the required chemicals on a regular basis.

Note: The succesful bidder need to install new dosing pumps within 6 months from the date of awarding and the current service provider to remove old dosing pumps and all pyping within 3 months from end of current contract.

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1. GENERAL DESCRIPTION OF WORK

This is a comprehensive description of service and inspections rectification and maintenance and supply of chemicals and dosing pumps for the required equipment that will be presented in the site/information meeting at the On Premises laundry at **Hermanus Hospital on Friday, 18 September 2026 at 11:00**. In the event of failures, the Contractor shall do all the necessary repairs and re-commission the dosing systems/ equipment to full working order.

Their duties will entail but not be limited to:

- The routine servicing and maintenance according to the machine manufactures specifications, as detailed in their respective User/ Repair manuals.
- Restoration of the dosing systems to full operating requirements.
- Corrective maintenance.
- Repair and replacement of inoperative / damaged equipment components.
- Keeping an inventory / record of their duties for departmental inspections.
- The technician referred to in this contract is the knowledgeable person employed by the contractor.

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

Compliance with the relevant Regulations

All work as detailed in this specification shall comply with and be tested in accordance with the following acts and regulations (as well as any further amendments made thereafter):

- (a) The Occupational Health and Safety Act, Act 85 of 1993, as amended.
- (b) Engineering and Support Services: Guideline Health and Safety Specification for maintenance work at Laundry.
- (c) National Building Regulations – SANS 10400.
- (d) The latest issue of SANS 10142 "Code of practice for the Wiring of Premises" which shall take precedence over any discrepancy which may arise.

The following Western Cape Government Health and Wellness Specifications

- (a) General conditions for the supply, installation and maintenance of dosing pumps on a loan basis to all On Premises laundries including the two central laundries.
- (b) The latest version of the General Technical Specifications for Electrical Installations from the National Department of Public Works.
- (c) The technical and operational manuals of the equipment have to be followed in conjunction with the regulations mentioned above.

3. GENERAL REQUIREMENTS

3.1 The offer covers the supply, installation and maintenance services and repairs for the specialized dosing pumps to be utilised at the Provincial and all On Premises laundries as depicted in paragraph 1 above.

3.2 Contractors please be advised, to fully gauge the extent and scope of the work required, and to acquaint yourself with the site conditions, quantities and quality of materials required, it is compulsory to attend the site meeting at **Lentegeur Central Laundry, Mitchell's Plain on Thursday, 17 September 2026 at 10:00**, where the relevant specifications and technicalities will be discussed with the bidders.

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- 3.3 **Non-attendance of the site/information meetings at Hermanus Hospital and Lentegour Central Laundry will disqualify you from bidding.** Any queries about the contents or interpretation of this document has to be cleared with the Control laundry Managers Mr Neville Goosen, Tel.: 021 933 0834 (Tygerberg Central Laundry) and Mr Valdin Jooste, Tel.: 021 200 0196 (Lentegour Central Laundry), as the successful contractor will have to sign a Contract form WCBD 7.2 to indicate his acceptance of these conditions and willingness to abide thereby.

Important:

Only companies that are familiar and have a indepth back ground of laundry chemicals and are financially able to supply the laundry chemicals and the pumps are to bid.

- The installation not to have an impact on laundry production.
- The successful contractor/s to ensure that sufficient replacement parts are available to ensure uninterrupted operation of pumps.
- All the pumps to be programmed by a qualified technician and training must be provided by the supplier.
- All replacement parts to be new and unused.
- Guarantee of maintenance and supply of liquid chemicals to be given to laundry services for the duration of the contract.
- Cleaning of the units at regular intervals.
- Do a function test and set the dosages and time correctly to maintain standard of clean disinfected linen.
- Check electrical functioning and tighten all connections.
- Whatever repairs are required over and above the service needs to be forwarded as an official quote and the reasons why it has to be done.
- All pumps must be compatible with the washer extractors.
- All tubing installed must be fit for purpose.

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**PRICING SCHEDULE
(PURCHASES)**

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

Bid prices shall be quoted as follows in SA currency, inclusive of VAT:

- Total price** for all chemical dosing equipment as stated underneath, **inclusive of overhead costs, delivery on site, installation, commissioning and training of staff.**
- Note: Bids will be adjudicated in terms of a total costs for all chemical dosing equipment. Bidders must quote on total quantity of dosing pumps indicated. Failure to do so will disqualify the bid.**

Name of bidder.....		Bid number: WCGHGC0358/2/2026
Closing Time 11:00 am		Closing date: 25 SEPTEMBER 2026
Item No.	Description	Total pricing including VAT
	On premises laundries at Hospitals	
1.1	65 washing machines	R
	Central Laundries	
1.2	Tygerberg – 7 washer extractors	R
1.3	Lentegeur – 8 washer extractors	R
	Total bid price:	R

IMPORTANT: THE QUESTIONNAIRE HEREUNDER MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

- A. Does the offer comply with specifications? Please circle your option. YES/NO
- B. If not to specification, please indicate deviation(s). If the space provided is insufficient, please provide full details on a separate sheet against each question.

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C. Are you registered in terms of sections 23 (1) or 23 (3) of the Value Added Tax Act, 1991 (Act no 89 of 1991)? Please circle your option. YES/NO

D. If so, state VAT registration number. _____

E. Details of normal business operations. _____

F. Details of previous experience and contracts for this type of goods/equipment provided to the State. _____

G. Details of current contracts for this type of goods/equipment. _____

H. Is/are the price(s) firm for the duration of the contract? Please circle your option. YES/NO

I. Is the tenderer an accredited agent for the equipment offered? YES/NO

J. For how long has the tenderer been an accredited agent for this equipment?

K. For what area, if any, in the Republic of South Africa (RSA) is the bidder the sole accredited agent?

L. Does the bidder have in his full time employ any qualified engineers or factory trained mechanics for servicing the equipment and if so, where are they stationed in the RSA?

M. Does the bidder at present carry a full range of genuine spares for the equipment offered? YES/NO

N. Brand name and model. _____

O. Country of manufacture. _____

P. Are you the manufacturer? Please circle your option. YES/NO

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Q. Period required for delivery. _____

R. Is the delivery period firm? Please circle your option. YES/NO

S. Indicate guarantee period. _____

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

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Definition of pricing structures

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

1. Firm prices

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

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

- 1.2 Firm prices linked to fixed period adjustments, i.e. three tier prices (firm 1st, firm 2nd and firm 3rd year prices), only subject to the variables indicated in the above paragraph.
- 1.3 Firm prices subject to rate of exchange fluctuations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations).

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

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

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

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2. Non-firm prices

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

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

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

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

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

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

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

Where:

Pa = The new escalated price to be calculated.

(1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2 various = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the factors D1,D2 etc. must add up to 100%.

R1t, R2t = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to price escalations.

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

Index Dated Index Dated Index Dated
 Index Dated Index Dated Index Dated

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

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

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

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 Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

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

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

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“business interest” means -

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

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

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

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

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

(i) that amounts to the-

(aa) illegal. dishonest. unauthorised. incomplete. or biased: or

(bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

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

“employee”, in relation to –

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

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(b) a public entity, means a person employed by the public entity;

“entity” means any -

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

(b) sole proprietorship;

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

“Family member” means a person's -

(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means – a provincial department or provincial public entity listed in

Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

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

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

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

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

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

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

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

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

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
- a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

TABLE A

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

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.

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

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.

Complete the below table to the maximum of the table's capacity.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
					NO	YES

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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)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326 5445.)</i>				icon "Register for tender defaulters" and enter the entity's tax number	
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?		NO	YES	N/A	
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?		NO		YES	
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		NO		YES	

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

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

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
25 September 2026	
1)..... SIGNED	2)..... SIGNED

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:
.....

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

25 September 2026

1).....
SIGNED

2).....
SIGNED

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S 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 MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.
- 1.2 **"Affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, which serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;
- 1.6 **"Bid"** means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"Consortium" or "joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"Non-firm prices"** means all prices other than "firm" prices.
- 1.14 **"Person"** includes a juristic person;
- 1.15 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;
- 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

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

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- (c) Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act

WCBD 6.1

- 1.17 **"QSE"** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"Rand value"** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.20 **"Tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation;
- 1.21 **"Tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation to originate income-generating contracts through any method envisaged in legislation, that will result in a legal agreement between the organ of state and a third party, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions;
- 1.22 **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;
- 1.24 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference points systems are applicable to all bids:
- The **80/20 system** for requirements with a Rand value of **up to R50 000 000** (all applicable taxes included)
 - the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).
- 2.2 Preference points system for this bid:
- (a) The value of this bid is estimated **to exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the preference points system shall be applicable;
or
- (b) Either the **80/20 or 90/10** preference points system will be applicable to this bid.
(Delete whichever option is not applicable to this bid)
- 2.3 Preference points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE status level of contribution.
- 2.4 The maximum points for this bid are allocated as follows:

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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	POINTS	
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	100

- 2.5 Failure on the part of a bidder to complete and sign this form and submit, in the circumstances prescribed in the Codes of Good Practice, either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), or an affidavit confirming annual total revenue and level of black ownership, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining the **highest number of total points** will be awarded the contract.
- 3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.
- 3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
 (a) points out of **80/90** for **price**; and
 (b) 0 points out of **20/10** for **B-BBEE**.
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.
- 3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

80/20 $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	90/10 $P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$
---	---

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\max}$ = Price of highest acceptable bid

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

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

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

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

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

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

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

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

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

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

7. BID DECLARATION

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

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

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

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? *(delete which is not applicable)* **YES/NO**

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

- 10.4 Type of company/firm (Select applicable option)
- | | |
|--------------------------|--------------------------------------|
| ☐ | Partnership/Joint venture consortium |
| ☐ | One-person business/sole propriety |
| ☐ | Close corporation |
| ☐ | Public company |
| ☐ | Personal liability company |
| ☐ | (Pty) Ltd |
| ☐ | Non-profit company |
| ☐ | State-owned company |

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
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1)..... SIGNED	2)..... SIGNED

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

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
- (i) disqualify the bidder from the bid process,
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
 - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.
2.

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
25 September 2026	
1)..... SIGNED	2)..... SIGNED

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

Enterprise name	
Trading name	
Registration number	
Enterprise address	

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)
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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) or (e) as amended (select one) _____ of **the dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box**.

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

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

25 September 2026

1).....
SIGNED

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SIGNED

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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1).....
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SIGNED

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.

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

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- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC paragraph 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC paragraph 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.

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- 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 paragraphs 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 paragraphs 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 paragraphs 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of paragraphs 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 Paragraph 23 of GCC.

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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.

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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.
18. Contract amendments

18.1

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

19.1

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

20.1

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

21.1

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

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 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 Paragraph 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 Paragraph 22, unless an extension of time is agreed upon pursuant to GCC Paragraph 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 Paragraph 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 Paragraph 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 Paragraph 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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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 Paragraphs 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.

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	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 willful misconduct, and in the case of infringement pursuant to Paragraph 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.

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

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OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

AND

..... ,

(Supplier/Mandatar/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 aton the.....day of.....20....

Witness

Mandatar

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

Witness

for and on behalf of WCDOHW

WESTERN CAPE GOVERNMENT: HEALTH
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