



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

BID NUMBER: **WCGHSC0181/2025**

CLOSING DATE: **FRIDAY, 22 AUGUST 2025**

CLOSING TIME: **11:00**

**FOR THE PROVISION OF A COMPREHENSIVE GROUNDS MAINTENANCE SERVICE AT STIKLAND HOSPITAL UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-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 DEPARTMENT OF HEALTH** in the foyer of the Western Cape Government Building **next to the Cape High Court** at the junction of Dorp and Keerom Street, Cape Town. The bid box is generally open **24 hours a day, 7 days a week**. If you are uncertain about the location of the bid box, please call the responsible official, Mr Rashaad Matthews at (021) 483 2550 for assistance during office hours on weekdays (7:00-15:00).

Please ensure that bids are delivered **to the correct address before bid closing**. **Late bids** will not be accepted for consideration and will be **returned unopened** to the bidder where possible, 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](http://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 CSD prior to bidding.** CSD self-registration only: [www.csd.gov.za](http://www.csd.gov.za); contact email: [SCM.eProcurementDOH@westerncape.gov.za](mailto: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 service-provider will be required to complete and sign a written contract form (WCBD7.1).**

Please refer technical/specification enquiries to Mr Niel de Wet at telephone no. (021) 940 4415 or on email [niel.dewet@westerncape.gov.za](mailto:niel.dewet@westerncape.gov.za)

Claude Munnik  
for HEAD: HEALTH AND WELLNESS

DATE: 24/07/2025

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
22 AUG 2025	
1) .....	2) .....
SIGNED	SIGNED

## PART A

## INVITATION TO BID

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

The Western Cape Government ('WCG') is committed to govern ethically and to comply fully with anti-fraud, theft and corruption laws and to conduct itself continuously 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 at all times with these principles to act in the best interest of the WCG and the public.

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.

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH &amp; WELLNESS</b>						
Bid no	<b>WCGHSC0181/2025</b>		Closing date:	<b>Friday, 22 Aug 2025</b>	Closing time	<b>11:00</b>
Description	<b>Provision of a comprehensive grounds maintenance service at Stikland Hospital for a 3-year period</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>						
Foyer of the main entrance, Western Cape Government Building ( <b>next to Cape High Court</b> )						
Junction of Dorp and Keerom Streets, Cape Town 8001						
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
Contact person	<b>Mr Rashaad Matthews</b>		Contact person	<b>Mr Niel de Wet</b>		
Telephone no	<b>(021) 483 2550</b>		Telephone no	<b>(021) 940 4415</b>		
E-mail address	<b>rashaad.matthews@westerncape.gov.za</b>		E-mail address	<b>niel dewet@westerncape.gov.za</b>		
<b>SUPPLIER INFORMATION</b>						
Name of bidder						
Postal address						
Street address						
Telephone no	Code		<div style="border: 1px solid black; padding: 5px;"> <b>WESTERN CAPE GOVERNMENT HEALTH &amp; WELLNESS</b>  <b>GOODS &amp; SERVICES SOURCING</b>    <b>BID OPENED @ 11:00</b>  <b>22 AUG 2025</b>              1) ..... 2) .....            SIGNED SIGNED         </div>			
Cellphone no						
Facsimile no	Code					
E-mail address						
VAT registration no						
Supplier compliance status	Central Supplier Database no		<b>MAAA</b>			
B-BBEE status level verification certificate	[Tick applicable box] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE status level sworn affidavit	[Tick applicable box] <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, was certificate issued by verification agency accredited by SANAS (SA National Accreditation System)			[Tick applicable box] <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED WITH A COMPLETED WCBD6.1(b) FORM TO QUALIFY FOR B-BBEE PREFERENCE POINTS</b>						
Are you the <b>accredited representative in South Africa</b> for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [if yes, enclose proof]		Are you a <b>foreign-based supplier</b> for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, complete questionnaire below]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>						
Is the entity a resident of the Republic of South Africa ('RSA')?			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Does the entity have a branch in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Does the entity have a permanent establishment in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Does the entity have any source of income in the RSA?			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Is the entity liable in the RSA for any form of taxation?			<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>IF THE ANSWER TO ALL OF THE ABOVE IS "NO", IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS); OTHERWISE REGISTER AS PER 2.2 BELOW.</b>						

PART B

TERMS AND CONDITIONS FOR BIDDING

<b>1.</b>	<b>BID SUBMISSION REQUIREMENTS</b>
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, not re-typed, forms provided, or in the manner prescribed in the bid document.
1.3	This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
1.4	<b>The successful bidder will be required to complete and sign a written contract form, WCBD7.</b>
<b>2.</b>	<b>TAX COMPLIANCE REQUIREMENTS</b>
2.1	Bidders must ensure compliance with their tax obligations.
2.2	Bidders must provide their unique SARS-issued personal identification number ('PIN') 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 SARS website, <a href="http://www.sars.gov.za">www.sars.gov.za</a>
2.4	Bidders may also submit a printed TCS certificate along with the bid.
2.5	In bids where consortia/joint ventures/sub-service-providers are involved each party must submit a separate TCS certificate and CSD number.
2.6	Where no TCS PIN is available but the bidder is registered on the Central Supplier Database ('CSD'), a CSD number must be provided.
2.7	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.
<b>NB:</b>	<b>FAILURE TO PROVIDE/COMPLY WITH ANY OF THE ABOVE REQUIREMENTS MAY RENDER THE BID INVALID.</b>
SIGNATURE OF BIDDER: .....	
CAPACITY IN WHICH THIS BID IS SIGNED: .....	
<b>(Please submit proof of authority, e.g. company resolution, that bid signatory has been mandated to sign the bid in his/her capacity as the authorized representative of the organization.)</b>	
DATE: .....	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00 <b>22 AUG 2025</b>	
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**WCGHSC0181/2025 FOR THE PROVISION OF A COMPREHENSIVE GROUNDS MAINTENANCE SERVICE AT STIKLAND HOSPITAL UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD**

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**WESTERN CAPE GOVERNMENT HEALTH & WELLNESS**  
**GOODS & SERVICES SOURCING**

BID OPENED @ 11:00

**22 AUG 2025**

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## DEFINITIONS

For the purpose of the description, financial implications, bid conditions, conditions of bid and contract, bid specifications and annexures, the definition of words below will apply.

<b>Authority</b>	Representative(s) from the end-user institution authorized to instruct the service-provider about specified and agreed contract requirements. Authorized persons for the purpose of this bid may include the Chief Executive Officer, the Deputy Director Finance, the Assistant Director HR and Facility Management and their delegated officials at Stikland Hospital.
<b>Bid</b>	A written offer, in prescribed format, from a prospective service-provider, to provide services to an end-end-user.
<b>Service-provider</b>	An organization/individual who completes and submits a bid subject to all the terms and conditions embodied in the bid.
<b>Check call</b>	Routine communication to verify the location and status of cleaners on duty and to report any deviations from contract conditions
<b>Gardener</b>	A person employed by a gardening service-provider to carry out gardening service duties. 'General assistant' shall bear the same meaning as cleaner/gardener.
<b>Gardening</b>	Mowing of lawns, open fields and enclosed areas and removal of unwanted matter.
<b>Contract</b>	A legal, binding document and agreement resulting from the acceptance of a bid, including the full attached documentation, as well as the conditions contained in the General Conditions of Contract ('GCC'), which form the basis of the agreement resulting from the acceptance of a bid.
<b>Conditions</b>	All conditions and procedures specified which may affect the legal aspects of the bid or contract.
<b>Bidder/successful gardening service-provider</b>	The successful organisation or individual /grounds maintainance service-provider by whom the services specified will be provided subject to all the terms and conditions embodied in the contract.
<b>Contract manager</b>	Also called 'co-ordinator' or 'representative'; the member of the bidder's management team designated to liaise with Stikland Hospital about contract and contract- related services, AND The appointed representative from Stikland Hospital assigned to review project effectiveness, compliance and monitoring the services.
<b>Etcetera (abbreviated etc.)</b>	Meaning 'and the rest'; 'and others'; 'and so forth': used at the end of a list to indicate that other items of the same class or type should be considered or included.
<b>End-user</b>	The institution that requires provision of a specialized outsourced service to fulfil a need for which it does not have the in-house capacity, and who retains the services of a service-provider to carry out such service in accordance with an agreed contract. For the purpose of this bid, Stikland Hospital is the end-user of the service.
<b>Equipment</b>	All fixtures, fittings, appliances or any other item of equipment that the service-provider might reasonably require in the performance of its duties.
<b>Facility</b>	The end-user's premises/site where the the service-provider shall perform the duties under the provisions of the bid. For the purposes of this bid, 'facility' will refer to Stikland Hospital where the service will be provided.
<b>General Conditions of Contract</b>	An explanatory annexure which forms part of the bid specification, detailing the general rights and obligations of entities conducting business with government.



<b>DEFINITIONS</b>	
For the purpose of the description, financial implications, bid conditions, conditions of bid and contract, bid specifications and annexures, the definition of words below will apply.	
<b>Institution</b>	Hospitals and associated health facilities under the control of Western Cape Government Health and Wellness including Stikland Hospital, who is a participant in a bid and on whose behalf certain services are arranged. Also see 'end-user.
<b>Interpretation</b>	Words referring to the singular also include the plural and <i>vice versa</i> , where required by the context. Any gender includes the other. Reference to a person includes all entities, e.g. corporations, associations, partnerships, close corporations, government or local authorities and other legal and natural persons.
<b>Management staff</b>	Any management staff provided by the service-provider for the duration of this agreement.
<b>Mandatory</b>	A term which denotes an obligation (also <b>shall/should</b> and <b>must</b> ) or legal requirement.
<b>May</b> ( <i>aux verb</i> )	An expression of discretion (option) or contingency, especially in clauses indicating condition, concession, purpose, result, etc
<b>Post/service/point of duty</b>	A designated place or workstation where or from where prescribed duties are performed and controlled.
<b>Service</b>	The outsourced provision of a grounds maintenance service at Stikland Hospital in accordance with the specified duties, responsibilities and conditions detailed in this bid document.
<b>Service-provider</b>	The successful service-provider by whom the specified service will be provided subject to all the terms and conditions embodied in the bid.
<b>Service-provider's staff</b>	Staff responsible for performing the specified duties according to the scope of services required for the contract.
<b>Site instructions</b>	An operational document detailing specific duties and conditions of the contract (generic and specific).
<b>Specification</b>	A document detailing proposed services for the contract.
<b>State, Government, Department</b>	The Republic of South Africa and/or Government Department/Western Cape Government Health and Wellness, according to the context of the sentence.
<b>Status quo</b>	The condition or state of affairs of the service-provider and bidding organisation as at the date of bid.
<b>Supervisor/controller</b>	The person designated to manage a control room or command post and to report any variations in on-duty staff.
<b>Validity period</b>	Period when a bid is valid, during which it is expected to be evaluated, recommended and concluded. Validity dates can be extended in agreement with service-providers if bids are not concluded within the pre-determined validity period.
<b>Western Cape Government Health and Wellness</b>	Abbreviated as 'WCGHW', previously known as the Department of Health, Western Cape Government, this is the provincial government body who invited the bid, under whose control Stikland Hospital resides.

**WCGHSC0181/2025 FOR THE PROVISION OF A COMPREHENSIVE GROUNDS MAINTENANCE SERVICE AT STIKLAND HOSPITAL UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD**

Bidders must complete the “details of offer” column of this document in full, and reply “**complies**” or “**does not comply**” to indicate the offer's compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.

Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary, and **MUST** refer to the relevant corresponding paragraph below in each case.

Para	Section 1: Introduction	Details of offer
<b>1.1</b>	<b>SCOPE AND OVERVIEW</b>	
1.1.1	This specification establishes the requirements for the provision of a comprehensive ground maintenance services, detailed further on, for a 3-year period:	
1.1.2	The service must be of the <b>highest standard</b> , provided by appropriate <b>numbers</b> and <b>levels</b> of <b>trained</b> grounds maintenance <b>staff</b> in, and must include: <ul style="list-style-type: none"> <li>- <b>regular</b>, scheduled daily, weekly, monthly &amp; quarterly <b>grounds maintenance</b>,</li> <li>- <b>provision of all grounds maintenance equipment/consumables</b>, all at the service-provider's expense, unless otherwise specified.</li> </ul>	
1.1.3	The contract will be <b>awarded</b> based on <b>information</b> furnished by the <b>successful service-provider</b> in <b>this document</b> , and available in the <b>public domain</b> ( <i>inter alia</i> the Central Supplier Database) at the time, which <b>position</b> ( <i>status quo</i> ) must be <b>maintained</b> by the service-provider for the <b>contract's duration</b> .	
1.1.4	If there are any <b>changes</b> in the service-provider's <b>position</b> , SH's <b>Contract Manager</b> must be <b>informed</b> immediately in <b>writing</b> , however, <b>material differences</b> in its status from the start of the contract may result in <b>remedial action</b> by SH.	
1.1.5	<b>Depending</b> on the its <b>operational needs</b> , SH reserve the right to either <b>increase or decrease</b> the number of <b>grounds maintenance staff</b> permanently during the contract term, by giving <b>3 months</b> (90 days) <b>prior written notice</b> of its intention. The resulting increased or decreased <b>contract cost</b> shall be <b>calculated proportionally</b> , and <b>negotiated</b> with the service-provider before implementation.	
1.1.6	Similarly, if SH's <b>available funds</b> should result in an <b>increase</b> or <b>decrease</b> of the <b>service-area</b> , the contract <b>cost</b> may be <b>adjusted pro-rata</b> by <b>mutual consent</b> .	
1.1.7	WCGHW promotes <b>Sustainable Public Procurement</b> and <b>preference</b> will be given to service-providers who <b>demonstrate support</b> for, and <b>compliance</b> with, the <b>sustainability objectives</b> for <b>grounds maintenance materials</b> and <b>packaging</b> detailed in <b>para 2.4</b> , in addition to <b>measures not specified</b> relating to <b>other aspects</b> of their service.	
<b>1.2.</b>	<b>VALIDITY PERIOD</b>	
1.2.1	This bid shall be valid for <b>120 days</b> from the closing date. If <b>a service-provider withdraws</b> his <b>offer</b> during this period, and a <b>less favourable bid</b> has to be <b>accepted</b> as a result, the service-provider will be liable to <b>compensate SH</b> .	
<b>1.3</b>	<b>CONTRACT PERIOD</b>	
1.3.1	This contract between WCGHW and the service-provider will become effective for <b>3 years from the day on which it is signed</b> , or the first day of the following month, unless otherwise provided in the contract.	
1.3.2	The contract will end on the <b>last calendar day of the 36<sup>th</sup> month</b> after the commencement date, with the option to extend the contract for a period determined by WCGHW if required, after which fresh bids will be invited.	
<b>1.4</b>	<b>GENERAL</b>	
1.4.1	The bid will be subject to the <b>General Conditions of Contract (GCC)</b> of which a copy is included in the bid documents for the information of bidders. The successful bidder must accept the terms and conditions of the GCC	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS  
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**WCGHSC0181/2025 FOR THE PROVISION OF A COMPREHENSIVE GROUNDS MAINTENANCE SERVICE AT STIKLAND HOSPITAL UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD**

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Para	Section 2: General site specification	Details of offer
<b>2.1</b>	<b>GENERAL DESCRIPTION OF GARDEN SERVICE AND GROUNDS MAINTENANCE</b>	
2.1.1	The service-provider shall provide the services <b>as specified</b> in accordance with the standard set and the requirements of the client.	
2.1.2.	The service-provider will <b>supply all equipment necessary</b> for providing the service <b>at his own expense unless</b> otherwise stated in the specification.	
2.1.3	The service-provider shall <b>investigate any staff transgression as reported</b> to them and replace staff when necessary.	
2.1.4	Service to be rendered between <b>07:00 and 18:00, Mondays to Fridays or as arranged</b> , of the entire premises of Stikland Hospital (Area: ± 100 Hectares).	
2.1.5	<b>Please bear in mind that water restrictions should be adhered to at all times for all grounds maintenance functions performed by the service-provider.</b>	
<b>2.2</b>	<b>FREQUENCY/TIMEFRAMES</b>	
2.2.1	This will be a <b>36-month</b> contract with the maximum of <b>30 services</b> over the 36 months period. Each month's services will be <b>determined by the weather</b> and the monthly cutting schedule will be <b>subject to change</b> with prior consultation.	?
2.2.2	The appointed service-provider must start <b>each month's cut</b> within the <b>1<sup>st</sup> calendar week</b> of each month. The monthly cut must be finalized within 15 calendar days from the 1 <sup>st</sup> calendar day of each month.	
2.2.3	<b>Requests for extension</b> e.g. due to stormy weather, must be <b>made immediately</b> (same day) and <b>in writing</b> . Such requests for extension <b>will not be approved automatically</b> . After duly considering the substance of the request, approval may be granted by the Contract Manager.	
<b>2.3</b>	<b>GRASS CUTTING</b>	
2.3.1	The grass area under irrigation to the <b>outside the main gate</b> must be cut on the <b>1<sup>st</sup> day</b> that the mowing team arrives and also on the <b>last day</b> when leaving. (2 cuts in the 15-day period).	
2.3.2	Each monthly cut must be completed in accordance with the ' <b>Work Preference Flow Chart</b> ' provided by the Contract Manager. In the absence of this chart or where the chart is not clear, the <b>monthly work preference</b> must be decided in <b>consultation</b> with the <b>Contract Manager</b> .	
2.3.3	All <b>grass/lawns around wards and buildings</b> including enclosed areas around buildings (courtyards) and all open areas all must be cut with lawn mowers.	
2.3.4	The service-provider must ensure that <b>edge cutters</b> are <b>only used for cutting edges</b> and/or <b>cutting areas</b> that <b>cannot be cut with small lawn mowers</b> .	
2.3.5	The service-provider must ensure that <b>no edge cutters or lawn mowers are used</b> where <b>vehicles are parked</b> without <b>reasonable prior warning</b> to owners by service-provider's staff. Besides prescribed miscellaneous penalties, the <b>service-provider</b> will be <b>liable for actual cost of repairs to vehicles</b> if the service-provider does not comply with this requirement.	
2.3.6	The service-provider must also ensure that <b>tractors</b> used to draw a tractor driven sledge (blower mower) or similar grass/ lawn mowing equipment are <b>not used within a 15-meter radius</b> around buildings.	

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Para	Section 2: General site specification	Details of offer
<b>2.4</b>	<b>GROUNDS MAINTENANCE</b>	
2.4.1	Service-prover staff must <b>clean up/sweep</b> and <b>remove fallen leaves, shrubs and juvenile trees</b> (Port Jackson) less than 1 year <b>old, paper</b> and other <b>packaging waste</b> as well as <b>general refuse</b> including <b>sand</b> :	
2.4.1.1	- around <b>buildings and installations</b>	
2.4.1.2	- from <b>parking, pathways and similar areas</b>	
2.4.1.3	- blocking <b>ditches, furrows and drains</b>	
2.4.2	Service-prover staff must <b>remove all refuse from the site</b> whereas <b>sand and similar materials may be disposed on site</b> as agreed with the Contract Manager. The service-provider must <b>refrain from burning any garden or similar refuse</b> , as <b>Bellville is a smoke -free zone</b> and burning of any garden refuse is prohibited.	
<b>2.5</b>	<b>FLOWERS AND FLOWER BEDS</b>	
2.5.1	The service-provider must treat <b>indigenous fauna and flora</b> on the premises <b>with respect</b> . Unless otherwise instructed by the institution in writing, <b>spring wildflowers</b> must be <b>allowed to complete its flowering cycle</b> before being cut.	
2.5.2	The service-provider must clean, remove weeds, loosen soil, remove excess/dead flowers/plants from flower beds at the <b>entrance</b> and <b>outside wards, buildings and open areas</b> and remove resulting refuse.	
<b>2.6</b>	<b>MACHINERY AND EQUIPMENT</b>	
2.6.1	At the time of award, the service-provider must <b>own</b> or <b>provide written proof</b> that he has <b>full access</b> to the following <b>required equipment</b> or <b>assets</b> to <b>ensure uninterrupted service</b> that is not delayed in any way. <b>Proof of ownership or lease agreement</b> of tractors must be submitted with bid documents	
2.6.1.1	- <b>Two tractors</b> with <b>tractor driven sledge</b> (blower mower)	
2.6.1.2	- <b>Ten</b> industrial <b>edge cutters</b>	
2.6.2	The service-provider will <b>not be allowed to proceed with work</b> on the premises if the his <b>equipment or staff</b> do <b>not comply</b> with the <b>prescribed, legislated safety requirements</b> . Penalties will be imposed for late completion of duties in such cases.	
2.6.3	The service-provider must <b>supply all necessary machinery, consumables and labour</b> , including <b>maintenance, oil and fuel</b> . The institution <b>will not provide or loan</b> any machinery or consumables, including fuels and lubricants to the service-provider.	
2.6.4	<b>Tractor drivers</b> must be <b>trained</b> in the use of movable equipment in accordance with the <b>Occupational Health &amp; Safety Act</b> .	
<b>2.7</b>	<b>STAFF COMPLEMENT</b>	
2.7.1	The service-provider must have <b>enough staff</b> on site to <b>operate all specified equipment</b> and <b>attend to all specified services</b> during the service period.	

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Para	Section 2: General site specification	Details of offer
<b>2.8</b>	<b>GENERAL</b>	
2.8.1	<b>Squirrels, snakes, antelope, guinea fowl, guinea fowl eggs and other wild birds and animals</b> on the hospital’s premises must be <b>treated with care</b> and must <b>not be unnecessarily disturbed</b> .	
2.8.2	The grounds maintenance service will <b>cover the entire estate</b> , areas <b>outside the boundary fence</b> , all <b>courtyards</b> and the <b>New Beginnings</b> building on the northern site, but will <b>exclude</b> the enclosed area housing the <b>Western Cape College Metro East campus</b> .	
<b>2.9</b>	<b>SITE INSPECTION AND BRIEFING/INFORMATION SESSION</b>	
2.9.1	All <b>prospective service-providers</b> must attend a <b>compulsory briefing/information session</b> . <u>Failure to attend will invalidate a service-provider’s offer</u> . Service-providers must be at the venue at <b>10:00</b> . The <b>doors of the meeting venue will be locked</b> and <b>late service-providers will be excluded</b> . <b>No excuses</b> will be accepted for arriving late at the venue.	
2.9.2	Service-providers must sign an attendance register, of which an example is attached as <b>Annexure A</b> , at the compulsory briefing/information session. The register will be provided at the venue on the meeting day and will be forwarded to the Directorate Supply Chain Sourcing, WCGHW, by the institution after the meeting as proof that the service-provider attended the information session and site inspection.	
2.9.3	<b>Date and time:</b> <b>Thursday, 7 August 2025 @ 10:00</b> <b>Venue:</b> Recreation Hall Stikland Hospital De la Haye Avenue DE LA HAYE <b>7530</b> <b>Contact person:</b> Mr Niel de Wet <b>Tel no:</b> (021) 940 4415 <b>E-mail:</b> <a href="mailto:niel.dewet@westerncape.gov.za">niel.dewet@westerncape.gov.za</a>	<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;"><b>WESTERN CAPE GOVERNMENT HEALTH &amp; WELLNESS</b>  <b>GOODS &amp; SERVICES SOURCING</b></p> <p style="text-align: center;">BID OPENED @ 11:00  <b>22 AUG 2025</b></p> <p>1) ..... 2) .....  SIGNED SIGNED</p> </div>
<b>2.10</b>	<b>PENALTIES AND PRO-RATA DEDUCTIONS</b>	
2.6.1	In addition to <b>general penalties</b> for the <b>non-performance</b> of contract services <b>within specified timeframes</b> to which Stikland Hospital is entitled under paragraph <b>21 and 22</b> of the General Conditions of Contract ('GCC'), the service-provider will be penalised and deductions will be made for not adhering to bid specifications.	
2.6.2	All <b>pro-rata penalties</b> will be determined at the sole discretion of Stikland Hospital when services were rendered partially or for any reason not specified below. The service-provider will incur the following <b>individual penalties</b> for specification non-compliance, however, <b>penalties may not be deducted from employees</b> :	
<b>No</b>	<b>Infringement</b>	<b>Value of fine</b>
1	Value of penalty for the first day	<b>R500/ incident</b>
2	Value of penalty for the second day	<b>R750/ incident</b>
3	Value of penalty for the third day	<b>R1 000/incident</b>
3	Value of penalty for the third day	<b>R1 000/incident</b>
4	Value of penalty per day for all days following thr third day	<b>R1 000 per day</b>
5	Cutting grass where vehicles are parked without reasonable forewarning to owners	<b>R5 000/incident</b>
6	Cutting grass without using the prescribed signage	<b>R5 000/incident</b>

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Para	Section 3: Additional conditions of contract	Details of offer
<b>3.1</b>	<b>PRICING</b>	
3.1.1	The bidder undertakes to provide the services specified at Stikland Hospital in accordance with the bid prices it has provided according to requirements in the <b>WCBD1</b> and <b>WCBD3.2</b> forms.	
3.1.2	Bid prices must be <b>firm 3-tier prices</b> , where <b>any annual escalations that may be reasonably expected</b> e.g. labour, transport cost, inflation (i.e. adjustments for increases/decreases due to the imposition/abolition/change to any regulatory or legal duty, levy or tax binding on the service-provider which affects the price of any element making up the cost of providing this contract) have been factored into the prices for each year of the contract. <u>No additional requests for increases will be considered, therefore, during the contract term.</u>	
3.1.3	<b>Under no circumstances</b> , either <b>before or after</b> the <b>award</b> of the bid, shall the WCGHW negotiate with any party regarding alternative methods of calculating the cost of the service.	
<b>3.2</b>	<b>PAYMENT</b>	
3.2.1	Payment will <b>ONLY</b> take place <b>once per month</b> . <b>Payments terms</b> are <b>30 days</b> of receipt of a <b>valid, dated, original tax invoice</b> . <b>Invoice</b> must be <b>dated after</b> the <b>completion of</b> the specified <b>service</b> .	
3.2.2	<b>Stikland Hospital</b> shall <b>pay</b> the <b>service-provider</b> the <b>all-inclusive quoted price</b> for the <b>services</b> . However, <b>Stikland Hospital</b> <b>reserves</b> the <b>right</b> to <b>deduct from</b> the <b>monthly payments</b> if the <b>service-provider</b> <b>fails</b> to <b>deliver satisfactory service</b> due to <b>oversight, negligence, or lack of supervision</b> . A monthly <b>garden control sheet</b> , Annexure A, will be used by the hospital to <b>monitor work effectiveness</b> .	
3.2.3	<b>No claims</b> involving <b>additional costs</b> e.g. levies, transport, dump fees, insurance, fuel etc. <b>will be considered</b> . Furthermore, <b>no additional fees</b> will be payable for <b>work</b> done <b>after hours, weekends</b> or <b>public holidays</b> unless otherwise <b>specifically stated</b> in the contract.	
3.2.4	If there is any <b>alteration</b> in the <b>wage rates</b> paid to the service-provider's staff at any time during the contract period i.e. an annual <b>wage increase</b> mandated by the <b>Department of Labour</b> , WCGHW will be entitled to <b>adjust the quoted price</b> accordingly. If required, the service-provider will satisfy WCGHW of the variation by submitting <b>audited statements</b> .	
3.2.5	If the <b>service area</b> should <b>increase or decrease</b> due to the availability of funds, the <b>quoted price</b> may be <b>adjusted</b> on a <b>pro-rata basis</b> by <b>mutual consent</b> .	
<b>3.3</b>	<b>ACCOUNTING</b>	
3.3.1	The service-provider must adhere to generally <b>acceptable accounting practices</b> and will maintain <b>all accounting records</b> for the provision of the grounds maintenance service.	
3.3.2	The <b>accounting period</b> shall be from the <b>first day to the last day of each month</b> . Accounts received by Stikland Hospital for the grounds maintenance service, must be remitted <b>within 30 days</b> of receipt of an <b>accurate, certified account</b> . Stikland Hospital do not accept responsibility for delays in payment due to the submission of inaccurate accounts.	

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Para	Section 3: Additional conditions of contract	Details of offer
<b>3.3</b>	<b>ACCOUNTING</b> (continued)	
3.3.3	The service-provider shall provide the grounds maintenance service on an <b>all-risk basis</b> . The <b>amount claimed</b> from Stikland Hospital shall <b>not exceed</b> the amount in the <b>pricing schedules</b> , forms WCBD3.2 subject to the provisions under Pricing.	
3.3.4	The service-provider must furnish Stikland Hospital with a document to verify service costs per month. <b>Monthly</b> payment claims must be submitted the Contract Manager on the service-provider's official invoices by the <b>2<sup>nd</sup> weekday</b> of the <b>next month</b> , and must be supported by schedules reflecting the work performed during the month and its cost.	
3.3.5	The cleaning service provided and any costs reflected in the accounting schedules must be <b>certified as correct</b> by Stikland Hospital's Contract Manager or an appointed and authorized representative, to the hospital to <b>monitor and keep account</b> of expenditure.	
3.3.6	At any reasonable time, Stikland Hospital in the capacity of their Contract Manager or other duly authorized person, shall be entitled to <b>inspect</b> all the <b>records and documents</b> of the service-provider relating to the provision of the cleaning service, e.g. purchase orders, accounts, invoices etc.	
<b>3.4</b>	<b>LIABILITY</b>	
3.4.1	The service-provider shall be <b>responsible</b> for the acts and omissions, e.g. death, injury, assault, unlawful unrest, etc. of his employees <b>at all times</b> when they provide any services to WCGHW in terms of the bid and act within the course and <b>scope</b> of these <b>duties and employment</b> .	
3.4.2	The service-provider <b>indemnifies and holds WCGHW blameless</b> against the damage to property and loss of property of WCGHW and any third party that may be involved.	
<b>3.5</b>	<b>PUBLIC LIABILITY INDEMNITY</b>	
3.5.1	The successful service-provider must obtain a minimum of <b>R1,000.000 Public Liability Insurance</b> at his own cost commensurate with the risks to which he is exposed. Such insurance must also provide for all <b>vicarious losses</b> and <b>claims for which the service-provider or his staff may be responsible</b> , including loss or damage of hospital staff's private property. The service-provider must <b>reimburse Stikland Hospital</b> or otherwise within 30 days of any claim by the hospital or otherwise, regarding any such loss and/or claims.	
3.5.2	For the purpose of this bid the service-provider must provide <b>a bank guarantee</b> for the amount for which they qualify <b>by bid closing</b> . It is a bid condition that the successful service-provider <b>must submit proof of its Public Liability Insurance before the bid is awarded</b> . The service-provider must also ensure that its Public Liability Insurance <b>remains valid for the duration of the contract</b> . <b>Non-compliance</b> with this condition will render the <b>contract award null and void</b> . Proof of validity of the Public Liability Insurance cover must be submitted to the <b>Contract Manager</b> on a <b>quarterly basis</b> .	
<b>3.6</b>	<b>ADVERTISING AND TRADING</b>	
3.6.1	<b>Neither</b> the successful <b>service-provider nor</b> his <b>staff</b> shall be entitled to <b>offer any article for sale, sell any article or distribute any article free of charge</b> on the Stikland Hospital estate.	

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Para	Section 3: Additional conditions of contract	Details of offer
<b>3.7</b>	<b>SUB-CONTRACTING OR EMPLOYMENT OF STAFF FROM OTHER PARTIES</b>	
3.7.1	The service-provider shall <b>only use of his own site-trained gardeners</b> in accordance with the specifications described in this bid.	
<b>3.8</b>	<b>OCCUPATIONAL HEALTH AND SAFETY ACT</b>	
3.8.1	The service-provider shall <b>accept liability</b> in terms of <b>Section 37(2) of the Occupational Health and Safety Act</b> (No. 85 of 1993) and <b>other applicable Regulations</b> .	
3.8.2	<b>Uniform and dress standards</b> must adhere to <b>personal protective equipment (PPE) requirements</b> .	
<b>3.9</b>	<b>PROTECTION OF SERVICE-PROVIDERS' STAFF</b>	
3.9.1	The Department shall not be held liable for any contracted illness or infection to the Service-provider or his staff arising from their duties.	
<b>3.10</b>	<b>LOSS, DAMAGE AND SAFEKEEPING OF INSTITUTIONAL PROPERTY</b>	
3.10.1	The service-provider <b>shall not use</b> any <b>Stikland Hospital equipment or property</b> in the <b>performance of</b> its contracted duties. The <b>damage</b> of any <b>Stikland Hospital property or infrastructure</b> due to the <b>service-provider's negligence</b> will be <b>recovered from payments due</b> to the service-provider.	
<b>3.11</b>	<b>PARTICULARS OF GARDENERS DEPLOYED ON THE SITE</b>	
3.11.1	The Service-provider must provide <b>full particulars of gardeners</b> to be deployed <b>1 week before</b> the <b>service commence</b> and must <b>communicate any staff changes</b> to institutional management.	
3.11.2	The service-provider must ensure that <b>staff provided</b> have been <b>cleared by the South African Police Service</b> to confirm that they have <b>no criminal record</b> .	
<b>3.12</b>	<b>GENERAL STANDARDS FOR SITE ADMINISTRATION AND GARDENERS</b>	
3.12.1	<i>Gardeners' profile</i>	
3.12.1.1	Must be a <b>South African Citizen</b> or a <b>person allowed to work in South Africa legally</b> and has <b>permanent residency</b> . The <b>Western Cape's Equity Policy</b> must be <b>considered</b> when <b>employing gardening staff</b> .	
3.12.1.2	Must be able to work independently.	
3.12.1.3	Must be able to <b>communicate, read and write</b> in at least <b>2 of the Western Cape's 3 official languages</b> .	
3.12.2	<i>Service aids for every gardener</i>	
3.12.2.1	A <b>clearly visible identification</b> card issued by the service-provider displaying the <b>member's photo, full name and identification number</b> must be <b>worn at all times</b>	

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Para	Section 3: Additional conditions of contract	Details of offer
3.12.3	<i>On-site administration</i>	
3.12.3.1	<p>All <b>on-site administration</b> shall be performed <b>in accordance with</b> the site <b>instructions</b> communicated in writing to the service-provider from time to time <b>by Stikland Hospital</b>. Although details may differ, the following aspects shall be managed:</p> <ul style="list-style-type: none"> <li>➤ Gardeners' <b>code of conduct</b></li> <li>➤ Gardeners' <b>performance standards</b></li> <li>➤ Service-provider's <b>staff uniform and dress standards</b></li> <li>➤ <b>Equipment</b> to be used</li> <li>➤ <b>Duty lists</b> and <b>duty sheets</b></li> <li>➤ <b>Lost and found</b> property <b>administration</b></li> <li>➤ Controlling <b>services and attendance</b></li> <li>➤ Controlling <b>time and attendance registers</b> as well as <b>late-coming</b></li> <li>➤ <b>Removal of cleaners</b> from the site</li> <li>➤ <b>Reporting incidents</b> to Stikland Hospital</li> </ul>	
3.12.3.2	All <b>gardeners</b> must be <b>trained</b> in gardening and grounds maintenance duties and the <b>service-provider's health and safety policy</b> must be <b>provided</b> to <b>WCGHW</b> .	
3.12.4	<i>Conduct of gardenings staff</i>	
3.12.4.1	WCGHW expects the <b>highest possible standard of conduct</b> from the gardening staff.	
3.12.5	<i>Reporting incidents</i>	
3.12.5.1	If an <b>incident</b> occurs, the <b>service-provider</b> shall submit a <b>detailed written report within 24 hours</b> thereafter.	
3.12.6	<i>Site management/supervision</i>	
3.12.6.1	The <b>service-provider</b> is <b>responsible</b> for <b>overall management and supervision</b> of the gardeners provided in terms of the agreement.	
3.12.6.2	An <b>on-site supervisor</b> must be <b>present and available</b> on site <b>at all times</b> .	
3.12.6.3	A <b>garden control sheet</b> indicating different <b>areas to be cut</b> will be <b>provided by</b> the <b>Contract Manager</b> and must be <b>signed off</b> by the <b>respective area managers</b> where work is performed, e.g. wards or other departments. This document must be <b>fully completed by the site supervisor</b> and the <b>original document</b> submitted <b>with the invoice</b> to the Contract Manager.	
3.12.7	<i>Monitoring</i>	
3.12.7.1	The <b>Contract Manager</b> has the <b>final prerogative</b> to <b>declare</b> that all <b>services</b> provided by the service-provider <b>comply with</b> the <b>contract specifications</b> in terms of <b>quality and process</b> . <b>Control sheets</b> and <b>management reports</b> must be submitted <b>monthly</b> to the <b>Contract Manager</b> .	
3.12.8	<i>Communication</i>	
3.14.8.1	The <b>Contract Manager</b> shall <b>communicate</b> with the <b>service-provider</b> on an <b>on-going basis</b> about <b>routine issues</b> and to <b>monitor</b> the <b>standard and quality</b> of the service.	

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**WCGHSC0181/2025 FOR THE PROVISION OF A COMPREHENSIVE GROUNDS MAINTENANCE SERVICE AT STIKLAND HOSPITAL UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD**

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Para	Section 3: Additional conditions of contract	Details of offer
3.12.8	<i>Communication (continued)</i>	
3.12.8.2	The <b>Contract Manager</b> in consultation with the <b>service-provider</b> and <b>site supervisor</b> shall also manage <b>operational and technical problems</b> that may arise.	
3.12.8.3	<b>Monthly</b> and other <b>ad hoc meetings</b> will be held with the service-provider and other stakeholders, as determined by the <b>Contract Manager</b> .	
<b>3.13</b>	<b>FACILITIES</b>	
3.13.1	<i>Staff facilities</i>	
3.13.1.2	In terms of <b>Facilities Regulations</b> promulgated in <b>Notice R924</b> , it is a <b>requirement</b> that <b>proper facilities</b> such as <b>ablution and dining</b> amenities, <b>changing rooms</b> and <b>spaces</b> for <b>safekeeping possessions</b> be provided for workers. <b>WCGHW</b> is responsible for <b>complying</b> with these <b>regulations</b> at its <b>own cost</b> .	
3.13.2	<i>Ablution facilities</i>	
3.13.2.1	<b>Identified ablution facilities</b> shall be made <b>available</b> at <b>no charge</b> to the service-provider for the <b>contract's duration</b> in compliance with regulations. However, ablution facilities shall <b>not be used</b> as a <b>rest room</b> , for <b>dining or eating</b> meals or snacks, <b>recreation, playing games</b> or <b>meetings</b> .	
3.13.2.2	The service-provider must provide the necessary <b>staffing, services</b> and <b>consumables</b> at his <b>own cost</b> to <b>maintain</b> the ablution facilities in a <b>clean and hygienic condition</b> .	
3.13.2.3	The service-provider shall permit <b>institutional staff</b> and other <b>third parties use</b> of these facilities <b>free of charge</b> .	
3.13.2.4	The service-provider must provide <b>safekeeping lockers</b> for his own staff.	
3.13.3	<i>Administration and storage facilities</i>	
3.13.3.1	A <b>specified area</b> will be made available at <b>no charge</b> to the service-provider for <b>on-site administration</b> .	
3.13.3.2	Stikland Hospital will provide a <b>suitable on site location</b> for the <b>storage</b> of <b>heavy equipment</b> e.g <b>tractors</b> and <b>blower-mowers</b> for the <b>duration</b> of the <b>monthly service period</b> in the specifications. The <b>service-provider</b> will be <b>responsible</b> for its <b>own security</b> .	
3.13.3.3	<b>Light equipment</b> e.g. <b>lawn mowers, edge cutters, spades</b> etc. must be <b>removed off site daily</b> .	
3.13.3.4	<b>No equipment repairs</b> are allowed <b>on site</b> . <b>Equipment</b> must be <b>removed</b> to an appropriate <b>off site facility</b> to be repaired.	
3.13.3.5	The area must be <b>staffed, controlled, managed</b> and <b>supervised</b> by the <b>service-provider</b> who shall have a <b>supervisor on duty</b> at the area <b>whenever it is open</b> . The <b>service-provider</b> will be <b>responsible</b> for the <b>security</b> of the <b>entire area</b> .	
3.13.3.6	The <b>key</b> to the area <b>shall not be removed</b> from the premises of Stikland Hospital and shall be <b>signed in and out each day</b> in the <b>special key register</b> at the <b>Security Office</b> .	
3.13.3.7	<b>Stikland Hospital</b> is <b>responsible</b> for all <b>normal maintenance issues</b> e.g. leaking taps, locks, lighting, blockages, etc of <b>facilities used by the service-provider's staff</b> . Such <b>maintenance issues</b> must be <b>reported to the Contract Manager</b> .	

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<b>3.14</b>	<b>STAFFING</b>	
3.14.1	<i>Organisation</i>	
3.14.1.1	The <b>service-provider</b> must <b>provide sufficient</b> and <b>appropriate numbers</b> and <b>levels of staff</b> to provide the <b>on-site services satisfactorily</b> and <b>efficiently</b> and in accordance with the service specifications.	
3.14.1.2	The <b>service-provider</b> must <b>submit</b> full details of the <b>staff numbers</b> and <b>categories</b> deployed per day.	
3.14.2	<i>Dress code of staff</i>	
3.14.2.1	The service-provider shall <b>ensure</b> that <b>staff comply</b> with the <b>Occupational Health and Safety Act</b> and <b>wear all protective clothing</b> prescribed in the act <b>at all times</b> . <b>Gardeners</b> and <b>supervisors</b> must be <b>appropriately dressed</b> and <b>presentable at all times</b> while on the hospital premises. <b>Gardeners</b> must be <b>identifiable</b> as service-provider employees either by the <b>service-provider’s embossed logo</b> on <b>uniforms</b> or <b>appropriate identification badges</b> .	
3.14.3	<i>Smoking</i>	
3.14.3.1	<b>The service-provider’s staff</b> shall <b>comply</b> with Stikland Hospital’s <b>smoking policy</b> .	
3.14.4	<i>Control of staff</i>	
3.14.4.1	The service-provider’s <b>grounds maintenance staff</b> shall be under the <b>control and direction</b> of the service-provider’s <b>on-site supervisory staff</b> who will be responsible for maintaining <b>control and discipline</b> at all times.	
3.14.5	<i>Conduct of staff</i>	
3.14.5.1	The service-provider shall ensure that their <b>staff conduct themselves</b> in a <b>quiet</b> and <b>orderly manner</b> while on Institutional premises. They must be mindful of the nature of their duties and <b>avoid</b> any <b>unreasonable or unnecessary disruptions</b> to the <b>operations, routine and procedures</b> of Stikland Hospital’s staff and the overall functioning of the hospital.	
3.14.5.2	While on the Stikland Hospital’s premises, <b>staff</b> shall <b>comply</b> with the hospital’s prescripts i.e. <b>policy, rules and procedures</b> , and with <b>safety and security directives</b> .	
3.14.5.3	The service-provider shall ensure that his/her <b>staff does not have any contact with hospital patients or staff</b> other than what is needed for the service-provider to comply with his contractual responsibilities. Any other form of <b>communication/interaction</b> needs to be channeled <b>through the Contract Manager</b> .	
3.14.5.4	The <b>Contract Manager</b> has the right to <b>instruct</b> the <b>service-provider</b> to <b>remove</b> any <b>service-provider staff</b> members who <b>engage in horseplay</b> , are <b>disorderly</b> and <b>disruptive</b> and who <b>transgress</b> any <b>hospital policy</b> from Stikland Hospital’s premises.	
3.14.5.5	<b>No organised labour activity</b> is allowed on Stikland Hospital’s premises.	

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Para	Section 3: Additional conditions of contract	Details of offer
<b>3.15</b>	<b>REFERENCES</b>	
3.15.1	<b>Previous experiences</b> in <b>similar garden services</b> are <b>compulsory</b> . The service-provider must <b>submit one</b> relevant <b>written reference</b> of a <b>similar-sized service not older than 24 months</b> together with the completed bid document. <b>Stikland Hospital</b> may <b>visit the referees</b> and <b>conduct site visits</b> to <b>evaluate service standards</b> to determine the service-provider’s <b>ability to fulfil the bid requirements</b> .	
<b>3.16</b>	<b>TOOLS, MACHINERY AND SUPPLIES</b>	
3.16.1	All tools, machinery and supplies should be of <b>good quality, new</b> or in <b>very good condition</b> and fit for purpose. The service-provider shall ensure that <b>damaged equipment</b> is <b>replaced</b> to ensure <b>safe, functional use</b> .	
<b>3.17</b>	<b>SAFETY</b>	
3.17.1	The <b>equipment and methods used</b> at the premises must comply with <b>national</b> or <b>other applicable safety regulations</b> .	
<b>3.18</b>	<b>MANAGEMENT AND SUPERVISION</b>	
3.18.1	The service-provider should appoint a <b>supervisor</b> who is <b>expected to</b> :  (i) <b>Be competent</b> in the various gardening tasks, equipment and materials. (ii) Be <b>able to train</b> and <b>manage</b> employees <b>properly</b> in their individual tasks. (iii) <b>Maintain</b> and <b>control</b> an <b>effective inspection</b> and <b>follow-up schedule</b> . (iv) <b>Conduct</b> a <b>control inspection</b> of the premises <b>at least once during the cutting period</b> , along <b>with</b> the <b>contract manager</b> or <b>authorized representative</b> . (v) <b>Manage</b> and <b>supervise staff</b> effectively.	
<b>3.19</b>	<b>TERMINATION OF CONTRACT</b>	
3.19.1	If the <b>service-provider</b> should <b>fail unreasonably</b> to <b>comply</b> with any of the of the specification conditions, <b>Stikland Hospital</b> shall be <b>entitled</b> to <b>cancel</b> the <b>agreement</b> and <b>withhold any payment</b> deemed reasonable, <b>without prejudice</b> to any of its rights. The parties agree that the provision of <b>paragraph 23</b> of the GCC will apply in that event, if it is not conflict with the contract.	
3.19.2	The service-provider's right to <b>use or occupy</b> any part of the <b>premises</b> or use any equipment of Stikland Hospital <b>shall cease</b> on <b>termination</b> of the <b>contract</b> .	
3.19.3	<b>Stikland Hospital</b> shall be entitled to determine the <b>value of any missing items</b> in collaboration with the service-provider, and to <b>deduct</b> the amount of the value or reduced value of such items <b>from any amount due</b> to the service-provider.	
3.19.4	If Stikland Hospital should be <b>closed permanently</b> for any reason, the hospital shall shall give the service-provider <b>3 months prior written notice</b> of its intended closing and <b>reserve</b> the <b>right to terminate</b> this agreement with the service-provider at the time of closing.	

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Para		Section 3: Additional conditions of contract	Details of offer
3.20		<b>DISPUTE RESOLUTION</b>	
3.20.1		<b>Mediation</b>	
3.20.1.1		Any dispute arising from or relating to this contract may be referred to a mediator <b>without legal representation</b> by the parties.	
3.20.1.2		The dispute shall be heard by a mediator selected by agreement between the parties, at a place and time he/she has determined in consultation with the parties.	
3.20.1.3		If the parties cannot agree on a particular mediator <b>within 5 calendar days</b> after agreeing to refer the matter for mediation, the serving President of the Law Society of the Cape of Good Hope shall nominate a mediator <b>within 10 calendar days</b> after the parties’ failure to agree.	
3.20.1.4		The mediator at his/her sole discretion shall determine whether the referral shall be made by written or verbal representations, on condition that he/she shall consult with the parties about this determination and be guided by their mutual and reasonable desire of how the representations should be made.	
3.20.1.5		The parties shall have <b>14 calendar days</b> to finalise their representations. <b>Within 14 calendar days</b> of receiving the representations, the mediator shall provide a written opinion on the matter and furnish each party with a copy, by hand or by registered post.	
3.20.1.6		The mediator's opinion shall be <b>final and binding</b> on the parties unless a party is unwilling to accept it. Should this happen, the unwilling party may institute legal proceedings in a court with appropriate jurisdiction, unless the parties agree to refer the dispute to arbitration. The mediator's opinion shall not prejudice the rights of either party in any way if either legal proceedings or arbitration should ensue.	
3.20.1.7		The mediator shall determine the cost and liability for the cost of mediation, which shall be due and payable to the mediator on presentation of his/her written account.	
3.20.2		<b>Arbitration</b>	
3.20.2.1		Any dispute arising from or relating to this contract may be referred to arbitration.	
3.20.2.2		According to the provisions of the Arbitration Act, No. 42 of 1965, arbitration shall be held in <b>Cape Town</b> with the intention that it be concluded <b>within 14 calendar days</b> where possible.	
3.20.2.3		Unless otherwise stated here, if the disputed matter is - - primarily a legal matter, the arbitrator shall be a <b>practising senior advocate of the Cape Bar</b> ; - any other matter, the arbitrator shall be an <b>independent, suitably qualified person</b> mutually agreed upon by the disputing parties	
3.20.2.4		If parties cannot agree whether the question in dispute falls under (a) or 3(b) above and/or on a particular arbitrator <b>within 7 calendar days</b> after agreeing to refer the dispute to arbitration, the serving Chairperson of the Cape Bar Council shall: - determine whether the question in dispute falls under 3(a) or 3(b); and/or - appoint an arbitrator from two arbitrators nominated by each party <b>within 7 calendar days</b> after the parties' failure to agree.	

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Para	Section 3: Additional conditions of contract	Details of offer
3.20.2	<b>Arbitration</b> (continued)	
3.20.2.5	The arbitrator shall provide his/her decision <b>within 14 calendar days</b> after the completion of arbitration. He/she may determine that the arbitration costs be paid either by one or both parties and at a rate he/she considers appropriate.	
3.20.2.6	The arbitrator's decision shall be <b>final and binding</b> and may be made an <u>order of the Western Cape High Court</u> , Cape Town on application by either party.	
<b>3.21</b>	<b>GENERAL</b>	
3.21.1	<p>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, WCGHW. WCGHW reserves the right, in its sole discretion:</p> <ul style="list-style-type: none"> <li>- <b>to withdraw</b> any services from the bid process, <b>to terminate</b> any party's participation in the bid process or <b>to accept or reject</b> 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,</li> <li>- <b>to amend</b> the bid process, closing date or any other date at its sole discretion,</li> <li>- <b>to cancel</b> the bid or any part of the bid before the bid has been awarded,</li> <li>- <b>not to accept</b> the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,</li> <li>- <b>not to award</b> the bid to the highest points or lowest price,</li> <li>- <b>to reject</b> all responses submitted and to embark on a new bid process.</li> </ul>	

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Para	Section 4: Statutory and other requirements	Details of offer																				
4.1.	<b>APPLICABLE DOCUMENTS</b>  In addition to the <b>specification</b> and <b>annexures</b> which form part of this bid, prospective bidders are responsible for furnishing the following <b>compulsory bid and evaluation documents</b> in their bid offer where the requirement is stated. Bidders must check the number of pages to ensure none are missing or duplicated, as no liability will be accepted for challenges arising as a result.																					
4.1.1	<b>Compulsory bid documents</b>																					
4.1.1.1	<b>WCBD1</b> - Invitation to Bid.																					
4.1.1.2	<b>WCBD3.2</b> - Pricing schedules																					
4.1.1.3	<b>WCBD4</b> - Declaration of Interest																					
4.1.1.4	<b>WCBD6.1(b)</b> - Preference claim form																					
4.1.1.5	<b>Tax Clearance Certificate</b> - Proof of current valid certificate																					
4.1.1.6	<b>BBBEE Certificate</b> - Proof of current valid certificate																					
4.1.1.7	<b>Annexure B</b> - Company profile																					
4.1.1.8	<b>Annexure C</b> - Guarantee (to be provided by successful service-provider within 14 days of award)																					
4.1.2	<b>Compulsory evaluation documents – declaration/affidavit</b>																					
(a)	Please answer every question by marking <b>marking ‘Yes’ or ‘No’</b> with an <b>X</b> where applicable. <b>Failure</b> to comply with this requirement, or to provide compulsory evaluation documents listed further on, or acceptable, well-motivated written explanations where deviations occur, shall shall lead to <b>the exclusion of the offer</b> .																					
(b)	Where <b>documentary evidence</b> is required, such documents shall be either <b>originals or copies</b> of originals <b>certified by a Commissioner of Oaths not older than 3 months</b> , attached to the last page of the bid document. WCGHW shall/may verify this information.																					
(c)	Only bidders who comply with the following requirements in <i>Part 4: statutory and other requirements</i> will be considered for acceptance. Bidders are therefore <b>required to declare their compliance</b> at the end of this section.																					
4.1.2.1	<b>Bidder’s organisational status</b> ➤ Individual ownership ➤ A company ➤ A close corporation ➤ Partnership ➤ Joint venture	<div><div><div>WESTERN CAPE GOVERNMENT HEALTH &amp; WELLNESS GOODS &amp; SERVICES SOURCING BID OPENED @ 11:00 22 AUG 2025 1) ..... 2) ..... SIGNED SIGNED</div></div><table><tr><td>Yes</td><td></td><td>No</td><td></td></tr><tr><td>Yes</td><td></td><td>No</td><td></td></tr><tr><td>Yes</td><td></td><td>No</td><td></td></tr><tr><td>Yes</td><td></td><td>No</td><td></td></tr><tr><td>Yes</td><td></td><td>No</td><td></td></tr></table></div>	Yes		No		Yes		No		Yes		No		Yes		No		Yes		No	
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Yes		No																				
4.1.2.2	<b>Compensation for Occupational Injuries and Diseases Act (COIDA), Act 130 of 1993</b> Is the bidder registered with the Commissioner for COID?	<table><tr><td>Yes</td><td></td><td>No</td><td></td></tr></table>	Yes		No																	
Yes		No																				
4.1.2.3	<b>Unemployment Insurance Fund (UIF)</b> Is the bidder registered with the Commissioner for UIF?	<table><tr><td>Yes</td><td></td><td>No</td><td></td></tr></table>	Yes		No																	
Yes		No																				
4.1.2.4	In case of future nationwide lockdowns in accordance with the Disaster Management Act, WCGHW cannot be held liable by the successful bidder and/or submit to legal action for UIF payment claims from cleaning staff.  <b>Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations</b> Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the Act?																					

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Para	Section 4 - Special Conditions	Details of offer			
4.1.2	<b>Compulsory evaluation documents – declaration/affidavit</b> (continued)				
4.1.2.5	<b>Skills Development Levies Act (9 of 1999)</b> Is the bidder registered with SARS and has it been specified during registration under which Sector Education and Training Authority (SETA) their business resides?  If your response is no, please provide a written reason in your bid offer.	Yes		No	
4.1.2.6	<b>Value Added Tax (VAT)</b> Is the bidder VAT registered?	Yes		No	
4.1.2.7	<b>Pay as you earn (PAYE)</b> Is the bidder registered with the Commissioner for PAYE?	Yes		No	
4.1.2.8	<b>Tax Clearance Certificate</b> Is the bidder registered with SARS for Tax?	Yes		No	
4.1.3	<b>Acts</b> that are <b>applicable to this bid</b> and should be read in conjunction with the specification include, but are not limited to:				
4.1.3.1	The Constitution of the Republic of South Africa ( <b>Act 108 of 1996</b> )				
4.1.3.2	The Employment Equity Act ( <b>Act 55 of 1998</b> )				
4.1.3.3	The Labour Relations Act ( <b>Act 66 of 1995</b> )				
4.1.3.4	The Basic Conditions of Employment Act ( <b>Act 75 of 1997</b> )				
4.1.3.5	Occupational Health and Safety Act ( <b>Act no 95 of 1993</b> ) and regulations				
4.1.3.6	Occupational Injuries and Diseases Act ( <b>Act 130 of 1993</b> ),				
4.1.3.7	The Foodstuffs, Cosmetics and Disinfectants Act, 1972 ( <b>Act 54 of 1972</b> ).				

**DECLARATION**

Name of company/ entity: .....

VAT registration number: .....

Company Registration number: .....

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

Signature:.....

.....  
FULL NAMES: Commissioner of Oaths

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

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

Business Address:

.....  
.....  
.....

<b>WESTERN CAPE GOVERNMENT HEALTH &amp; WELLNESS</b> GOODS & SERVICES SOURCING  BID OPENED @ 11:00 <b>22 AUG 2025</b>  1) ..... 2) ..... SIGNED SIGNED	
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## PRICING SCHEDULE (SERVICES)

## WCGHSC0181/2025 FOR THE PROVISION OF A COMPREHENSIVE GROUNDS MAINTENANCE SERVICE AT STIKLAND HOSPITAL UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

NAME OF SERVICE-PROVIDER: .....

BID NUMBER WCGHSC0181/2025

CLOSING TIME : 11:00 ON FRIDAY, 22 AUGUST 2025

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

ITEM	DESCRIPTION OF PRODUCT	BID PRICE IN RAND INCL VAT		
1.	COMPREHENSIVE GROUNDS MAINTENANCE SERVICE AT <b>STIKLAND HOSPITAL</b>	<b>1<sup>st</sup> year</b>	<b>2<sup>nd</sup> year</b>	<b>3<sup>rd</sup> year</b>
1.1.1	Total service cost per <b>month</b>	R.....	R.....	R.....
1.1.2	Total service cost per <b>year</b>	R.....	R.....	R.....
1.1.3	Total all-inclusive cost for <b>3 years</b>	R.....		
1.2	Cost breakdown of <b>monthly fees:</b>	<b>1<sup>st</sup> year</b>	<b>Monthly rate 2<sup>nd</sup> year</b>	<b>3<sup>rd</sup> year</b>
1.2.1	Total basic salary per gardener per hour (normal hours)	R.....	R.....	R.....
1.2.2	Total basic salary per supervisor per hour (normal hours):	R.....	R.....	R.....
1.2.3	Total basic salary per gardener per hour (Sundays)	R.....	R.....	R.....
1.2.4	Total basic salary per gardener per hour (public holidays)	R.....	R.....	R.....
1.2.5	Total UIF costs:	R.....	R.....	R.....
1.2.6	Total COID costs	R.....	R.....	R.....
1.2.7	Total transport costs	R.....	R.....	R.....
1.2.8	Total training SDL costs	R.....	R.....	R.....
1.2.9	Total overhead costs (including profit)	R.....	R.....	R.....
	<b>Note to bidders:</b>			
	<b>The bid will be adjudicated on the total cost over the 3-year period. Please ensure that your costing is correct as corrections cannot be made after bid closing.</b>			

A. Does the offer comply with specifications? Please circle your option.

YES/NO

B. If not to specification, please indicate deviation(s) on a separate sheet.

YES/NO

C. The price(s) quoted must be firm for the duration of the contract.

YES/NO

D. **A bidder's conditions will not supersede those in the bid document.**

<b>WESTERN CAPE GOVERNMENT HEALTH &amp; WELLNESS</b> <b>GOODS &amp; SERVICES SOURCING</b>  BID OPENED @ 11:00  <b>22 AUG 2025</b>  1) ..... 2) ..... SIGNED SIGNED
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## NOTICE REGARDING VALUE ADDED TAX (VAT):

- 15% VAT is only charged on **taxable supplies and does not include exempt supplies (any supply of goods or services made by a taxable person).**
- It is **compulsory** for a business entity to register for VAT under the following circumstances:
  - where the **value of taxable supplies made** in any **consecutive 12-month period exceeded or is likely to exceed R1 million**; or
  - where in **terms of a written contractual obligation**, the **value of taxable supplies to be made** in a **12-month period will exceed R1 million.**

Due to the compulsory VAT registration requirements, **ALL offers may be subject to VAT.** For the purpose of this bid, bidders, **who are not yet registered for VAT** are required to submit an offer that takes into account the possibility that they may need to register for VAT due to the value of the total offer and/or any price adjustments that may follow during the contract period.

## WESTERN CAPE GOVERNMENT

## DECLARATION OF INTEREST, BIDDERS' PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the following legislative framework -
  - (i) the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services),
  - (ii) Public Finance Management Act (PFMA),
  - (iii) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest),
  - (iv) Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations,
  - (v) Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, and
  - (vi) 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.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
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## 6. Definitions

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

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

**"Business interest"** means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit; or
- (d) 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 combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

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**“Controlling interest”** means the power by one person or a group of persons holding the majority of the equity of an enterprise, or 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 (Act 12 of 2004) as:

Any person is guilty of the offence of corruption who directly or indirectly-

- (a) accepts, agrees or offers to accept a gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives, 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, to act personally or by influencing another person to act in a manner -
  - (i) that amounts to the-
    - (aa) illegal, dishonest, unauthorized, incomplete or biased action, or
    - (bb) misuse or selling of information or material acquired while exercising, carrying out or performing 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) is designed to achieve an unjustified result; or
  - (iv) that amounts to any other unauthorised or improper inducement to do or not to do anything.

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

**“Employee”**, in relation to -

- (a) a department, means a person contemplated in Section 8 of the Public Service Act, 1994, but excludes a person appointed in terms of Section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

**“Entity”** means any -

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

**“Entity conducting business with the Institution”** means an entity that contracts, applies or bids for the sale, lease or supply of goods or services to the Western Cape Government;

**“Family member”** means a person's -

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage, 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, agent or any other person who has been granted authority to act on behalf of another person;

**“Institution”** means a provincial department or provincial public entity listed in Schedule 3C of the Act;

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**"Western Cape Government" ("WCG")** means -

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

**"RWOEE"** means **R**emuneration **W**ork **O**utside the **E**mployee's **E**mployment.

**"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/she cohabits and who is publicly acknowledged by the person as his/her life partner or permanent companion.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state, unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
  - (a) Therefore, by 31 January 2017, all employees who were conducting business with an organ of state should either have -
    - (i) resigned as an employee of the government institution; or
    - (ii) ceased conducting business with an organ of state; or
    - (iii) resigned 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/offers in response to this invitation to bid. In view of potential conflict of interest, should 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 have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
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 prohibition *pe se*, meaning that it cannot be justified on 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 -

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- (a) 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
- (b) may be reported to the National Prosecuting Authority (NPA) for criminal investigation; and/or
- (c) may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, or any other applicable legislation.

## SECTION A: DETAILS OF THE ENTITY

CSD Registration number	MAAA_____
Name of the entity	
Entity registration number (where applicable)	
Entity type	
Tax reference number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons 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

[illegible]

**WESTERN CAPE GOVERNMENT HEALTH & WELLNESS**  
**GOODS & SERVICES SOURCING**  
**BID OPENED @ 11:00**  
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**SECTION C: PERFORMANCE MANAGEMENT & BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

To enable the prospective bidder to provide evidence of past and current performance.

<b>C1.</b>	Did the entity conduct business with an organ of state in the last 12 months? (If yes, complete Table C)	NO	YES
------------	---	----	-----

**TABLE C**

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

CONTRACTOR NAME		PROVINCIAL DEPT/ PROVINCIAL ENTITY	TYPE OF SERVICE/ COMMODITY	CONTRACT/ ORDER NO	CONTRACT PERIOD	CONTRACT VALUE	

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?				NO	YES	
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004? <i>(To access this Register enter National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 326 3443.)</i>				NO	YES	
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				N/A	NO	YES
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past 5 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 5 years on account of failure to perform on, or comply with, the contract?				NO	YES	

**WESTERN CAPE GOVERNMENT HEALTH & WELLNESS**  
**GOODS & SERVICES SOURCING**  
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**SECTION D: DEPOSITION OF AFFIDAVIT BY DULY AUTHORISED REPRESENTATIVE**

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

I, \_\_\_\_\_ hereby swear/affirm;

- (i) that the information disclosed above is true and accurate;
- (ii) that I understand the content of the document;
- (iii) 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 arrive independently at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, 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 awarding of the contract;
- (vi) that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

\_\_\_\_\_  
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 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 before me and the deponent's signature/thumbprint/mark was placed thereon in my presence.

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SIGNED SIGNED

\_\_\_\_\_  
SIGNATURE

Commissioner of Oaths

\_\_\_\_\_  
FULL NAMES

Designation (rank) \_\_\_\_\_ ex officio: Republic of South Africa

Date: \_\_\_\_\_

Place \_\_\_\_\_

Business Address: \_\_\_\_\_

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## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES 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 contains a verification, made under oath on penalty of perjury, which serves as evidence of 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 the code of good practice for 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 in the form determined by an organ of state, in response to an invitation to provide goods or services through price quotations, competitive bidding processes or any other method envisaged in legislation.
- 1.7 **"Bid 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.
- 1.8 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be.
- 1.9 **"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.
- 1.10 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 1.11 **"EME"** is an Exempted Micro-Enterprise with an annual total revenue of R10 million or less.
- 1.12 **"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 service-provider 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.

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- 1.13 **“Non-firm prices”** means all prices other than “firm” prices.
- 1.14 **“Person”** includes a juristic person.
- 1.15 **“Price”** means an amount of money tendered for goods and services and includes all applicable taxes less all unconditional discounts.
- 1.16 **“Proof of B-BBEE status level contributor”** means –
- the B-BBEE status level certificate issued by an authorized body or person;
  - a sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act.
- 1.17 **“QSE”** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million.
- 1.18 **“Rand value”** means the total estimated value of a contract in South African currency calculated at the time of bid invitation, and includes all applicable taxes.
- 1.19 **“Sub-contract”** means that the primary service-provider is assigning, leasing, making out work to or employing another person to support the primary service-provider in the execution of part of a project in terms of the contract.
- 1.20 **“Tender”** is the act of bidding.
- 1.21 **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- 1.22 **“the Regulations”** means the Preferential Procurement Regulations, 2022.
- 1.23 **“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.
- 1.24 **“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.
- 1.25 **“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); and
  - 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:
- The value of this bid is estimated **not to exceed R50 000 000** (all applicable taxes included) and therefore the **80/20** preference points system shall be applicable.
- 2.3 Preference points for this bid shall be awarded for:
- Price; and
  - B-BBEE status level of contribution.

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

PRICE	POINTS	
	80	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	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 along with the bid 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, **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 to substantiate any claim in regard to preferences in any manner required by the organ of state, either before a bid is adjudicated or at any time subsequently.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract will be awarded to the bidder obtaining the **highest number of total points**.
- 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:
- points out of **80/90** for **price**; and
  - 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:

$$\text{Where } P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{OR} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

### 5.1 POINTS AWARDED FOR PRICE

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

$$\text{Where } P_s = 80 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \quad \text{OR} \quad P_s = 90 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

$P_s$  = 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 must submit a valid, original or legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership, 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** (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate bid.
- 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** must submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 6.9 A bidder may not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends **sub-contracting more than 25% of the value of the contract** to any other enterprise that does not qualify for at least the points for which such a bidder qualifies, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 6.10 A bidder awarded a contract **may not sub-contract more than 25% of the value of the contract** to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 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 6

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 6.1 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 sub-contracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-service-provider? Level .....
- (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 so 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))
- |                          |                                      |
|--------------------------|--------------------------------------|
| <input type="checkbox"/> | Partnership/Joint venture consortium |
| <input type="checkbox"/> | One-person business/sole propriety   |
| <input type="checkbox"/> | Close corporation                    |
| <input type="checkbox"/> | Public company                       |
| <input type="checkbox"/> | Personal liability company           |
| <input type="checkbox"/> | (Pty) Ltd                            |
| <input type="checkbox"/> | Non-profit company                   |
| <input type="checkbox"/> | State-owned company                  |

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10.5 I/we, the undersigned, who am/are 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 or 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 service-provider, 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 claim from the service-provider any damages it has suffered for having had to make less favourable arrangements due to such cancellation; and
  - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

**SIGNATURE(S) OF THE BIDDER(S):** .....

**DATE:** .....

**ADDRESS:** .....

**WITNESSES:**

1. ....

2. ....

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## SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

<b>Full name and surname</b>	
<b>Identity number</b>	

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:

<b>Enterprise name</b>	
<b>Trading name</b>	
<b>Registration number</b>	
<b>Enterprise address</b>	

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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.**

<b>100% Black owned</b>	<b>Level One</b> (135% B-BBEE procurement recognition)
<b>More than 51% Black owned</b>	<b>Level Two</b> (125% B-BBEE procurement recognition)
(a) At least <b>25%</b> 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 <b>25%</b> 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**

# GOVERNMENT PROCUREMENT

## GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and  
To ensure that clients are familiar with 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.



## TABLE OF CLAUSES

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised 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 consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any service-provider, and includes collusive practice among Service-providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the service-provider of the benefits of free and open competition.

## General Conditions of Contract

### 1. Definitions (continued)

- 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 sub-service-providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services 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.

## General Conditions of Contract

### 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](http://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 Service-provider shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## General Conditions of Contract

### 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the service-provider.
- 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 service-provider or service-provider 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of 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.

### 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.

## General Conditions of Contract

- 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



## General Conditions of Contract

### 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 fulfillment 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.

## General Conditions of Contract

- 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 sub-service-provider(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 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 canceling 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.

## General Conditions of Contract

### 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.
- 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.

## General Conditions of Contract

- 23. Termination for default (continued)**
- 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 a 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 of not less than five years and not more than ten 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 subsidised 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 service-provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the service-provider 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.
- 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.

## General Conditions of Contract

<b>27. Settlement of disputes (continued)</b>	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.
<b>28. Limitation of liability</b>	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.
	29.1	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.
<b>29. Governing language</b>		
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>	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 service-provider 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 service-provider. This certificate must be an original issued by the South African Revenue Services.

## General Conditions of Contract

### 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 service-provider (s) is / are or a Service-provider(s) was / were involved in collusive bidding (or bid rigging).

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

34.3 If a service-provider(s) or service-provider(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 service-provider(s) or service-provider(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Service-provider(s) or service-provider(s) concerned.



We, the undersigned, hereby declare that we attended the compulsory site visit inspection and information session for bid no **WCGHSC0181/2014** for the provision of a **comprehensive grounds maintenance service** at **Stikland Hospital** on **Thursday, 7 August 2025 at 10:00**.

Arrival time:	Name of company	Address and contact details	Name and position of representative	Signature of representative
_____	_____	_____ _____ _____ Postal code: _____ Tel no : (     ) _____ Fax no : (     ) _____ E-mail : _____	_____ _____	_____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : (     ) _____ Fax no : (     ) _____ E-mail : _____	_____ _____	_____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : (     ) _____ Fax no : (     ) _____ E-mail : _____	_____ _____	_____
_____	_____	_____ _____ _____ Postal code: _____ Tel no : (     ) _____ Fax no : (     ) _____ E-mail : _____	_____ _____	<div> <div>WESTERN CAPE GOVERNMENT HEALTH &amp; WELLNESS</div> <div>GOODS &amp; SERVICES SOURCING</div> <div>BID OPENED @ 11:00</div> <div>22 AUG 2025</div> <div>           1) ..... 2) .....            SIGNED SIGNED         </div> </div>

**Note:** This document is an example of the certificate that will be circulated for completion at the site inspection and information session.

## SERVICE-PROVIDER'S PROFILE

As WCGHW will only consider bids from service-providers with experience in the provision of grounds maintenance services to WCGHW institutions, historically, this section of the bid document was used to establish service-providers' **qualifications and experience** in the provision of a comprehensive grounds maintenance service and to determine the **type, structure and** operational base (**nearest office**) of the organization for the purpose of the bid.

Due to the documentary requirements for compulsory registration as a vendor on the Central Supplier Database (CSD) which is a condition of this bid, however, **certain details are already available to WCGHW on the CSD** and a repetition of this information will not be required in this section. To enable WCGHW to access and verify these details, please **ensure that the following documents required for CSD registration are available and current on the system:**

- Registration documents, in particular your BEE certificate and WCBD6.1 (B) form
- Declaration of Interest
- Business particulars, and
- Owners and shareholders' details

## QUALIFICATIONS AND EXPERIENCE

1. Please provide the name of the **person responsible for the execution and control of the contract** at SH on behalf of your company, if your bid is successful. This person's title  
\_\_\_\_\_
2. Please provide the name of the person who will act as the **Contract Grounds maintenance Manager** at **Stikland Hospital** on behalf of your company, if your bid is successful.  
\_\_\_\_\_
3. Please attach as **Annexure B1** both curriculums vitae to this document, which must contain ID numbers, work and private addresses and contact details, including at least two contact numbers and an e-mail address each. The CVs must make specific mention of the qualifications and experience of the designated staff-members in the field of grounds maintenance services, particularly in WCGHW environment.

## ORGANISATIONAL STRUCTURE, FINANCIAL STANDING, CAPACITY AND EXPERIENCE

4. Please complete **Annexure B2** and attach to it an organogram and a description of your organizational structure, financial standing capacity and experience, detailing how these will be applied for the purpose of this bid, if your bid is successful.
5. Please attach as **Annexure B3** a list describing the principles and procedures that will be applied in the management of the service, if your bid is successful.

## DETAILS OF SERVICE-PROVIDER'S NEAREST OFFICE

6. If your bid is successful, the nearest office from where you will execute the contract will be/is already/ established (*please delete what is not applicable*) at the following physical address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## UNDERTAKING

7. I, (name in print) \_\_\_\_\_  
in my capacity as (designation) \_\_\_\_\_  
and duly authorized, hereby undertake to maintain an office at the address above from which the grounds maintenance service shall be conducted and managed during the term of the contract. Staff employed for the purpose of the contract shall be based at the address in the WCBD1 ('the Bid' form)/the address in paragraph 6 above. (*Please delete what is not applicable*).

Signed on behalf of the service-provider \_\_\_\_\_

Date: \_\_\_\_\_

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BID OPENED @ 11:00	
22 AUG 2025	
1) _____ SIGNED	2) _____ SIGNED

## SERVICE-PROVIDER'S ORGANISATIONAL STRUCTURE, FINANCIAL STANDING, CAPACITY AND EXPERIENCE

Information in this Annexure will assist WCGHW to evaluate the **service-provider's capacity to perform the service** as specified. Service-providers may furnish **additional information** in writing, and attach it to the last page of this section. WCGHW reserves the right to conduct **physical inspections** to **validate** the information.

If it WCGHW's considered opinion, based on the details provided, that the service-provider does not have the capacity, infrastructure or managerial/supervision skills to manage, perform and maintain the requirements of this bid properly, such a bid shall not be considered for acceptance.

### 1.1 SERVICE-PROVIDER'S ORGANISATIONAL STATUS

1.1.1 Please mark applicable response with **X**.

Individual ownership	Yes		No	
Company	Yes		No	
Close corporation	Yes		No	
Partnership	Yes		No	
Joint venture	Yes		No	

### 1.2 FINANCIAL STANDING

The service-provider must be financially self-sufficient to **pay all costs**, uniforms and overheads, including salaries for the **first two months of the contract**, as well as for any **on-site training** period

The first payment can only be expected between 45 and 60 days after the commencement of the contract. Thereafter payment may be expected within 30 days of submission of invoice following the satisfactory completion of the specified service. the end of the month in which the service was provided.

### 1.3 CAPACITY

#### 1.3.1 Total number of employees

Designation	Nr
Management	
Administration	
Supervisors	
Cleaners	
Other	

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**22 AUG 2025**

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

#### Physical Infrastructure

#### Administrative Office

Where is the bidder's administrative office (**state physical address and telephone numbers and e-mail address**).

.....  
.....  
.....

Does the bidder have a contingency capacity in case of emergencies on the site? **State capacity.**

.....

Does the bidder have a rapid deployment plan for deployment of standby staff in case of emergencies on site egg Industrial action? **State details including guaranteed response time.**

.....

**SERVICE-PROVIDER'S ORGANISATIONAL STRUCTURE, FINANCIAL STANDING, CAPACITY AND EXPERIENCE**

Information in this Annexure will assist WCGHW to evaluate the **service-provider's capacity to perform the service** as specified. Service-providers may furnish **additional information** in writing, and attach it to the last page of this section. WCGHW reserves the right to conduct **physical inspections** to **validate** the information.

If it WCGHW's considered opinion, based on the details provided, that the service-provider does not have the capacity, infrastructure or managerial/supervision skills to manage, perform and maintain the requirements of this bid properly, such a bid shall not be considered for acceptance.

**1.3 CAPACITY (continued)****Further information regarding the Administration Office:**

Is it a guaranteed 24-hour service??

**Yes****No**

Is it situated at a domestic residence?

**Yes****No**

Is there a dedicated Administration Office?

**Yes****No**

Does the Administrative Office have activated landline telephones?

**Yes****No**

Does the Administrative Office have activated cell phones?

**Yes****No****Uniforms**

Does the bidder have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times?

**Yes****No**

The uniform shall be distinguishable from the general public and Stikland Hospital staff?

**Yes****No****Identification Badges**

Does the bidder have its own corporate photo-identification badge which is compulsory for employees to display clearly when on site?

**Yes****No****1.4 Staff Experience**

1.4.1 Bidders shall have properly trained garden services staff within maintenance of grounds.

Please list your Gardening and Maintenance Service contract experience for the past 24 months

Company/National Department /Provincial Department	Contract period (months)		No of cleaners per shift	Contact Person	Tel. No
	From	To			

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GOODS & SERVICES SOURCING

BID OPENED @ 11:00

**22 AUG 2025**

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

**GUARANTEE (SURETYSHIP)**

WHEREAS Western Cape Government Health and Wellness, hereafter called "WCGHW" has entered into an agreement with the service-provider, hereafter called "the Service-provider", (name) \_\_\_\_\_ with its office at (address) \_\_\_\_\_ the provision of **a comprehensive grounds maintenance service** at **Stikland Hospital**, situated at **De la Haye Avenue, BELLVILLE, 7535**, for 3 years, which agreement forms part in all respects of this guarantee, as if incorporated herein,

AND the Service-provider is obliged to furnish WCGHW with a guarantee to the amount of R\_\_\_\_\_ in terms of its agreement for the due fulfilment by the Service-provider of its obligations under the agreement,

AND Bank/insurance company (name) \_\_\_\_\_, with its office at (address) \_\_\_\_\_, hereafter called "the Guarantor" is prepared to furnish the aforesaid guarantee,  
NOW, THEREFORE, the Guarantor hereby binds itself as surety and co-principal debtor *in solidum* for the due fulfilment by the Service-provider of all obligations under the agreement. Should the Service-provider fail to carry out any of these obligations, the Guarantor undertakes to pay on demand to WCGHW at (place/date) \_\_\_\_\_ the agreed amount of R\_\_\_\_\_.

A certificate issued by the accountant of WCGHW, stating that the Service-provider has failed to comply with the conditions of the agreement, and the amount of damage suffered by WCGHW, shall be *prima facie* proof of such failure and of the amount due and payable to WCGHW.

The Guarantor hereby expressly renounces the benefits of the exceptions *non-numeratae pecuniae, non-causa debiti, excussionis et disionis*, with the meaning of which we declare ourselves to be fully acquainted.

The Guarantor chooses as its *domicilium citandi et executandi*, and for all notices and legal processes, the following street address in South Africa: \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2023.

**Signed on behalf of the Guarantor**

**As witnesses**

1. \_\_\_\_\_  
2. \_\_\_\_\_

