



Directorate Supply Chain Sourcing Therlo.Apollis@westerncape.gov.za | Tel: 021 834 9008

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

CLOSING DATE: FRIDAY, 03 OCTOBER 2025 BID NUMBER: WCGHSC0452/2025 CLOSING TIME: 11:00

FOR THE PROVISION OF COMPREHENSIVE CLEANING SERVICE TO METRO TB HOSPITAL COMPLEX (BROOKLYN CHEST AND DP MARIAS HOSPITALS); DEPARTMENT OF HEALTH AND WELLNESS; WESTERN CAPE FOR A THREE (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 at Main entrance of Department of Health, Supply Chain Management Offices M9 Building on the Premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. The bid box is generally open from 07H00 until 16H00, 5 days a week. If you are uncertain about the location of the bid box, please call the responsible official, Mr Therlo Apollis at 021 834 9006 for assistance during office hours.

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

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

Unregistered bidders or bidders with suspended registration will be deemed non-compliant and their bids will not be considered. Any prospective unregistered bidder must register as a supplier on the CSD prior to bidding.

Central Supplier Database self-registration only: www.csd.gov.za Contact email: SCM.eProcurementDOH@westerncape.gov.za

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

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

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

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

Please refer all technical/specification enquiries to Mrs D Naicker, Tel 021 508 8300, Email: Denise.Naicker@westerncape.gov.za

C Munnik

DATE: 01/09/2025

WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING			
BID OPENED @ 11:00 03 OCTOBER 2025			
1)2) SIGNED	SIGNED		

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BID OPENED @ 11:00			
03 OCTOBER 2025			
1)2) SIGNED	SIGNED		

WCBD 1

PART A INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:					
	SUPPLY AND DELIVERY OF A COMPREHENSIVE CLEANING SERVICE TO METRO TB HOSPITAL COMPLEX (BROOKLYN				
CHEST AND DP MARIAS HOSPITALS); DEPARTMENT OF HEALTH AND WELLNESS; WESTERN CAPE FOR A THREE (3)					
	DESCRIPTION YEAR PERIOD				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
M9 BUILDING ON THE PREMISES OF KARL BREMER HOSPITAL, C/O MIKE PIENAAR BOULEVARD & FRANS CONRADIE AVENUE. Open Mondays to Fridays from 7 am to 4 pm (excluding public holidays)					
BIDDING PROC	EDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL E	ENQUIRIES MAY BE DIRECTED TO:		
CONTACT		CONTACT			
PERSON	Therlo Apollis	PERSON	Denise Naicker		
TELEPHONE		TELEPHONE			
NUMBER	021 834 9006	NUMBER	021 508 8300		
FACSIMILE		FACSIMILE			
NUMBER	N/A	NUMBER	N/A		
E-MAIL		E-MAIL			
ADDRESS	<u>Therlo.Apollis@westerncape.gov.za</u>	ADDRESS	<u>Denise.Naicker@westerncape.gov.za</u>		
SUPPLIER INFOR	MATION				
NAME OF					
BIDDER					
POSTAL					
ADDRESS					
STREET					
ADDRESS		1			
TELEPHONE					
NUMBER	CODE	NUMBER			
CELLPHONE					
NUMBER		1			
FACSIMILE					
NUMBER	CODE	NUMBER			
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CERTIFICATE						
IF YES, WAS		[TICK APPLICA	ABLE BOX]			
THE						
CERTIFICATE		☐ Yes	∐ No			/ESTERN CAPE GOVERNMENT HEALTH
ISSUED BY A						GOODS & SERVICES SOURCING
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		A BRANCH IN 1		, ,		YES _ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			YES □			
NO						
IS THE ENTITY LIA	ABLE IN	THE RSA FOR AI	NY FORM OF TAXA	TION?		☐ YES ☐
						STER FOR A TAX COMPLIANC D IF NOT REGISTER AS PER 2.:

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7.1).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:
CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g., company resolution
DATE:

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NOTICE TO ALL BIDDERS

<u>Compulsory</u> site meetings will be held in respect of this bid invitation. The details are as follows:

Date: Monday, 22nd September 2025

Place: Brooklyn Chest Hospital, Stanberry Street, YSTERPLAAT

Venue: Boardroom Time: 10:00 - 11:30

AND

Place: D.P. Marais Hospital, Cnr of Main & White Road, RETREAT

Venue: Boardroom Time: from 13:30 - 15:00

Failure to attend the site meetings will lead to the disqualification of your bid

The attendance register must be completed at the venue.

Please be at the venue before 10:00 because no late bidders will be allowed in the venue after 10:00

Please bring along your bid document.

No bid documents will be issued at the meeting.

Compulsory site meeting protocol:

- All attendees must ensure that they sign the **Attendance Register** provided on site.
- Participants are requested to ensure that the person who would be authorised to complete the bid documents also attend the Information Session.
- Only offers from prospective Service Providers who attended the Compulsory Information/Inspection Session will be accepted.
- Prospective Bidders must ensure that they enter the venue where the Information Session is to be held before the advertised time.
- It is the responsibility of the bidder to attend the compulsory information briefings and/or site briefings. It is furthermore upon the bidder to arrive at the briefing session venue at the specific time indicated by the Department. DOH&W shall not be held responsible for late attendance at such briefings including as a reason for lack of proper completion of bid documents.

SECTION A

SUPPLY AND DELIVERY OF A COMPREHENSIVE CLEANING SERVICE TO METRO TB HOSPITAL COMPLEX BROOKLYN CHEST AND DP MARIAS HOSPITAL)

EVALUATION CRITERIA

1. ADJUDICATING PROCESS

1.1 This bid will be adjudicated in terms of the Preferential Procurement System in accordance with the information provided in the Preference Procurement Points Claim Forms.

1.2 Preference Points shall only be allocated to bids which are found to be acceptable and compliant with the requirements and specifications

2. **EVALUATION CRITERIA**

Bids will be deemed to be acceptable if:

2.1 **COMPLIANT WITH THE SPECIFICATION**

Which includes interalia;

2.1.1 Statutory and other Requirements

- 2.1.1.1 Only bidders who comply with Part 3: Statutory and other Requirements will be considered for acceptance.
- 2.1.1.2 Failure to submit applicable documentary evidence on the closing date of the bid shall lead to the exclusion of the offer submitted.
- 2.1.1.3 Bidders are requested to submit the following relevant documents with their bid application:
- 2.1.1.3.1 Joint Ventures:
 - Partnership Agreement
- 2.2.1.3.2 Close corporation:
 - CK1 certificate Registration of Closed Corporation
 - CK2 certificate Change of name or ownership
- 2.2.1.3.3 Joint Ventures:
 - Partnership Agreement

3. COMPLIANT WITH LATENT AND OTHER FACTORS WHICH MAY AFFECT THE AWARD OF THE BID

Which includes interalia;

BIDDERS RESPONSE

3.1 Capacity of the bidder

Only bidders whose organisation and infrastructure is deemed by the Western Cape Department of Health to be adequate to provide the foreseeable and specific requirements of the contract in accordance with Part 4: Questionnaire: Organisational, Financial and Infrastructure Capacity of Bidder together with physical validation will be considered for acceptance.

3.2 <u>Sectoral Determination for Cleaning Services Trade</u>

3.2.1 It is expected that the successful bidder shall pay his/her employees at least a minimum monthly basic wage, prescribed for the Area concerned in the Basic Conditions of Employment Act: Contract Cleaning Sector (Sectoral Determination 1).

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SECTION B

PART 1: DEFINITIONS

1. **DEFINITIONS**

1.1 **Bid**

A written offer, in prescribed format, to provide cleaning services to the user.

1.2 Bidder

The organisation or individual completing and submitting the bid.

Contractor/Successful Bidder/Cleaning Service Provider/Cleaning Business

The organisation or individual providing contracted cleaning services.

1.3 <u>User/Department</u>

The authority, retaining a contractor to carry out cleaning services, in accordance with an agreed contract.

1.3 Contract and Conditions

1.3.1 **Specification**

The document setting out proposed services to be supplied in terms of the contract.

1.3.2 General Conditions of Contract

The General Conditions of the Contract is attached to the bid document and forms part of the specification.

1.3.3 Status Quo

The condition or situation of the bidder and bidding organisation as at the date of bid.

1.3.4 Contract

The contract is a legal document that results from the acceptance of a bid and is inclusive of the bid documentation pertaining to the invitation, site instructions, the bid response and the General Conditions of the Contract.

1.4 Conditions

All conditions and procedures laid down and which may affect the legal aspects of the bid or the contract.

1.4.1 **Mandatory**

Refers to a compulsory legal requirement

1.5 <u>Site Instructions</u> (generic and specific)

An operational document detailing the specific duties to be performed and conditions to be met in terms of the contract.

1.6 **May**

Indicates the existence of an option.

1.7 **Shall/Must**

Indicates that a statement is mandatory.

1.8 **Should**

Indicates recommendations.

1.9 **Interpretations**

Words referring to the singular also include the plural and vice versa where the context so requires.

- 1.9.1 Any gender includes the other.
- 1.9.2 Reference to person(s) includes all entities (i.e. corporations, associations, partnerships, close corporations, government or local authorities, and other legal entities and natural persons).

1.9.3 Check call

Routine communication to verify the location and status of cleaners on duty and to report any deviations from contract conditions.

1.9.4 **Post/Service/Point of Duty**

A designated place or workstation where or from where prescribed duties are performed and controlled.

1.10 **Supervisor/Controller**

The person designated to manage a control room or command post and to report any variations in the staff on duty.

1.11 Cleaner

A person employed by a contractor (Cleaning Service Provider) to carry out cleaning duties. General assistant shall bear the same meaning as Cleaner.

1.12 **Co-ordinator**

The representative of the User.

1.13 Check call

Routine communication to verify the location and status of cleaners on duty and to report any deviations from contract conditions.

1.14 **Cleaning**

Is the removal of unwanted matter.

1.15 **Polish**

Usually a petroleum or synthetic wax high solid paste or liquid best suited to porous or semiporous floors.

1.16 **Detergent**

A detergent is a substance that, when dissolved in water, causes dirt and grease to be detached from surfaces, eg. Liquid soap

1.17 <u>Dressing / Sealer</u>

Usually a dry, bright or buffable Polymer and synthetic wax emulsion, applied to resilient floors to protect and/or enhance their aesthetics and ease the cleaning process. **Product to be** provided shall be non-ammonia base with a built-in solid content of not less than 25%.

1.18 **Stripper**

A detergent that will chemically unlock the bonding molecules in dumping's and polishes and allows them to be removed from the floor. **Product to be provided shall be non-ammonia based.**

1.19 **Dusting**

The removal of dust by wiping with a lint-free dusting cloth or duster.

1.20 Wet wipe

Wiping and cleaning with a lint-free damp cloth.



SECTION B

PART 2: ADDITIONAL CONDITIONS OF CONTRACT

Bidders are to indicate in the column if he/she has read and understood the specific conditions.

2.1 **Liability**

- 2.1.1 The service provider shall at all times be responsible for the acts and omissions, e.g. death, injury, assault, unlawful unrest, etc. of his/her employees when they provide any services to the Western Cape Government in terms of the bid and act within the course and scope of these duties and employment.
- 2.1.2 The service provider indemnifies and holds the Western Cape Government blameless against the damage to property; and loss of property of the Western Cape Government and any third party that may be involved.

2.1.3 **Important**

- 2.1.3.1 The successful bidder <u>must</u> obtain Public Liability Insurance at his/her own cost commensurate with the risks to which he/she is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or his/her staff may be responsible. It is a <u>condition of this bid</u> that the successful bidder <u>must</u> submit proof of its Public Liability Insurance before the commencement of the contract. Any non-compliance with this condition will render the contract <u>award null and void</u>.
- 2.1.3.2 It is mandatory that all health workers be vaccinated against Hepatitis B. Three doses of Hep B vaccine are required each four weeks apart. Booster doses are required every five years. Workers who have been vaccinated less than five years ago, do not require vaccination. It is a <u>condition of this bid</u> that the successful bidder <u>must</u> submit proof <u>one week</u> before commencing of service that all staff to be deployed on site has been tested & vaccinated.
- 2.1.3.3 It is mandatory that the successful bidder provide the institution with a list of names of staff that have been vaccinated against Covid 19 as well as a risk assessment.

2.2 Advertising and Trading

Neither the successful bidder nor his staff shall be entitled to offer any article for sale, sell any article or distribute any article free of charge on the site.

2.3 <u>Sub-contracting or employment of staff from other parties</u>

- 2.3.1 The service provider shall make use only of his own site-trained cleaners in accordance with the specifications described in this bid.
- 2.3.2 No other person shall at any time replace or relieve any of the service provider's employees. Should any problems arise, the service provider must immediately discuss the matter with the user.

2.4 <u>Changes to Bidders Operational Status</u>

- 2.4.1 As the bid is awarded on the information provided/available at the time, the successful bidder must maintain the status quo for the contract period. Should any deviation or change occur, the successful bidder must advise the Department accordingly.
- 2.4.2 Material deviations from the position as it was a may result in the Department having to apply r

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BIDDERS RESPONSE

2.5 Contract period

The contract period is for thirty-six months (36) with an option to extend for a period as determined by the Department

2.6 <u>Permanent reduction or increase in scope of service</u>

- 2.6.1 The Hospital reserves the right to permanently decrease the number of cleaners by giving the service provider 3 months (90 days) written notice of its intention to do so.
- 2.6.2 The reduced price shall be negotiated with the service provider and shall be calculated on a proportional basis.
- 2.6.3 Similarly, the hospital reserves the right to permanently increase the number of cleaners, after approval is obtained from the Departmental bid adjudication committee.
- 2.6.4 The increased price shall be negotiated with the service provider and shall be calculated on a proportional basis.

2.7 <u>Penalties and pro rata deductions</u>

- 2.7.1 Deductions and penalties will be incurred against the service provider for every hour for work not performed according to the bid specification and conditions. (Part of an hour will be regarded as a full hour.)
- 2.7.2 The service provider will be penalized, and pro rata deductions will be made for not adhering to Bid specifications.

2.7.3 Miscellaneous penalties:

DESCRIPTION	AMOUNT		
Failure to post a person per shift	R1000.00 per person		
Late postings per person (1 hour after schedule time)	R500.00 per person per shift		
Late postings or failure to post, not reported to contract manager	R1 500.00 per day		
Asleep on duty	R1 000.00 per occi	urrence	
Failure to wear and display identity cards	R 200.00 per pers	on per occurrence	
Failure to adhere to dress code including the wearing of protective clothing	R 500.00 per person per occurrence		
Absent from point of duty without permission	R500.00 per person per occurrence		
Posting of staff without prior training	R500.00 per persor	n per occurrence	
Non-compliance and review of rest room checks	R300.00 per checklist not completed per day		
Non-compliance with smoking regulations	R1500 per occurrence		
Reported deviations from contracted cleaning practices	0.05% of monthly contractual value after 3 deviations of different practices. Failure to address deviations of any recurring deviations for 3 consecutive months may lead to cancellation of contract.		
Failure to provide the relevant	R500		
cleaning consumables and		WESTERN CAPE GOVERNA	
equipment for DP Marais Hospital		GOODS & SERVICES S	

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2.8 Occupational Health Safety Act

2.8.1 The service provider shall ensure adherence to the Occupational Health and Safety Act (No. 85 of 1993).

2.9 **Protection of Service Providers' Staff**

- 2.9.1 The department shall not be held liable for any contracted illness or infection and injury to the Service Provider or his staff arising from their duties.
- 2.9.2 The service provider shall ensure on a continuous basis that all staff is inoculated against Hepatitis B. In this connection the service provider shall maintain on-site, a file with certificates of inoculation for inspection by the hospital management. Read in conjunction with 2.1.3.2.

2.10 Loss, Damage and Safekeeping of Hospital Property

- 2.10.1 The service provider is to exercise every precaution to ensure that all hospital equipment and property entrusted to his/her care is secure and the possibility of loss, unauthorized use and damage is minimised.
- 2.10.2 Excepting fair wear and tear, the service provider shall always be responsible for any loss or damage to hospital equipment and property in his/her possession. The service provider undertakes to replace such items if equipment or property in his/her possession is damaged, destroyed, lost or stolen, notwithstanding the cause of the damage, destruction or loss.
- 2.10.3 The hospital in consultation with the service provider shall determine the replacement cost of hospital equipment and property, hospital property which has been lost, stolen or damaged whilst in the care of the service provider, and to withhold such costs from any payment due by the hospital to the service provider.
- 2.10.4 Similarly the loss of any other hospital property due to the negligence of the service provider will be recovered from any payments due to the service provider.
- 2.10.5 Any wilful or negligent damage to the building, fittings or equipment will be for the service provider's own responsibility and account to make good.
- 2.10.6 No change/alterations/additions to the building or infrastructure are allowed without prior written authority from the contract manager and the hospital engineer.

2.11 **Hospital property found**

2.11.1 The service provider shall immediately return to the contract manager any item of hospital property found/recovered by the service provider's staff during their duties.

2.12 Particulars of cleaners to be deployed at the site

- 2.12.1 The service provider must provide full particulars of the cleaners to be deployed one (1) week prior to the commencement of the service.
- 2.12.2 The service provider, at his/her own cost, must ensure all staff that is deployed at the site, is available for on-site training before commencement of the service period. The training should not take longer than one day.

2.13 General standards for site administration

- 2.13.1 Profile of all cleaners, team leaders and supervisors to be placed on the premises:
 - Must have a valid working permit and/or must be legally/lawfully allowed/permitted to work in South Africa-valid, clear copy of SA identity document/working permit to be submitted prior to the commencement of the contract. WESTERN CAPE GOVERNMENT HEALTH

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- Must be able to work independently.
- Must be able to communicate, read and write in at least two of the three official languages of the Western Cape.
- Police clearance certificate any person found to have a criminal record after being placed at Metro TB Hospital Complex (DP Marias and Brooklyn Chest Hospital) will be removed from the premises.

2.13.2 Service aids for every cleaner:

- A clear identification card of the service provider with the member's photo, full name, identification number, worn conspicuously on his/her person always.
- The following items must always be worn by the cleaner while on duty: gloves, N95 respirators and colour coded aprons for cleaning during the execution of duties.

2.13.3 On-site administration:

- All on-site administration shall be done in accordance with the site-specific instructions in writing by the user.
- Although details may differ, the following aspects shall be dealt with:
 - The code of conduct of service provider's staff.
 - Standards of performance of service provider's staff and deviations from standards.
 - Uniform and dress standards.
 - Duty lists and duty sheets.
 - Lost and found property administration.
 - Controlling of services and attendance.
 - Removal of service provider's staff from the site.
 - Reporting of incidents to the user.
 - Time and attendance registers as well as late coming.
 - Redeployment of cleaning staff
 - The equity Policy of the Western Cape must be taken into consideration when employing people
 - The Health & Safety policy of the service provider must be made available to the Department of Health
 - Training must be provided to all cleaning staff regarding the disinfecting of a room that was occupied by a person with an infectious disease
 - Records must be provided to the contract manager that all staff has been tested for Hepatitis B prior to the commencement of the contract
 - Manage, order equipment and consumables, Personal Protective Equipment (PPE)

2.13.4 Conduct of cleaning staff:

 The department expects the highest possible standards of conduct from the cleaning staff.

2.13.5 Changes at points of duty:

 The user has the right to inform the service provider to re-deploy cleaners to best advantage, either permanently or temporarily.

2.13.6 Continuity of service:

 The service provider is to ensure that all the specified points of duty is covered by a cleaner and/or team leader during each shift.

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- Cleaners may not leave their allocated point of duty during or after their shift unless relieved by another cleaner. This includes tea breaks, lunch breaks, smoke areas and toilet breaks.
- The service provider shall only rotate staff in conjunction with the appointed contract manager of Metro TB Hospital Complex (DP Marias and Brooklyn Chest Hospital).
- Shifts opposite must be included in the price quoted, i.e. service provider must provide staff to cover a 24-hour service.
- Relief staff must be provided by the contractor at no extra cost to Western Cape Government.

2.13.7 Particulars of cleaners to be deployed at the site:

- At the beginning of each month, no later than the 3rd workday, the service provider shall deliver to Metro TB Hospital Complex (DP Marias and Brooklyn Chest Hospital) a comprehensive and detailed roster giving the details on a shift-by-shift basis of the names of the cleaners, team leaders and supervisor to be deployed on the site.
- Details are to include off-days, relievers, names, surnames, and point to which he/she is to be deployed. Daily changes to the roster and reasons therefore are to be communicated to the contract manager immediately.

2.13.8 Reporting of incidents and inspections:

- Should an incident occur the service provider shall immediately inform the contract manager (in office hours) or manager in charge of the facility (after hours). A detailed written report to be submitted within 24 hours of incident occurring.
- Inspections and posting of cleaners on site must be done before every shift in terms of the duty roster.

2.13.9 Training and placement of staff:

- The Service Provider shall provide a list of cleaners, team leaders and supervisor, including relievers working for the duration of the contract.
- All new staff must be trained at the service provider's cost. The staff must perform a 12-hour day shift for training before they will be allowed on duty for a normal shift.

2.13.10 Site management/supervision:

- The service provider is responsible for overall management and supervision of the contract cleaning staff provided in terms of the agreement.
- Where a cleaner performs a duty under the direct supervision of a hospital official, the cleaner shall be expected to adhere to instructions.
- An on-site supervisor must be available during office hours with a designated cell phone for DP Marais Hospital.
- There must be designated Supervisor, one for DP Marias Hospital and one for Brooklyn Chest Hospital, who will be responsible for on-site supervision during working hours, with a designated cell phone.
- Service provider's staff is only permitted to smoke in his/her tea/lunch breaks in the designated smoking area

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2.14 <u>Hospital and private property</u>

- The service provider shall immediately return to the hospital security any item of hospital or private property found during their duties.
- The service provider is to exercise every precaution to ensure that all hospital property entrusted to his/her care is secure and the possibility of loss, unauthorised use and damage is minimised.

2.15. Liaison

- The service provider shall appoint a designated person (on site supervisor/ team leader) who shall work in close co-operation with the contract manager to facilitate the flow of information, solving of problems, monitor the standard and quality of the service rendered between the parties.
- The designated person shall liaise with the contract manager daily and as required.
- Monthly meetings will be scheduled with the service provider upon awarding of the bid.

2.16 Monitoring

 The contract manager has the final prerogative to declare that all the services rendered by the service provider conform to the specifications of the contract in terms of quality and process.

2.17 Facilities

2.17.1 Staff Facilities

- In terms of the Facilities Regulations promulgated in Notice R 924 it is a requirement that proper facilities are provided for workers in terms of safekeeping of possessions, toilets, changing rooms and dining facilities.
- The service provider shall be responsible to comply with these regulations at his/her own cost.
- However, the following facilities are made available for these purposes under the following conditions:

2.17.2 Personnel Toilets

- The identified toilet facilities shall be made available at no charge to the service provider for the duration of the contract in order to comply with the abovementioned regulations.
- The toilets shall not be used as a rest room, eating of meals or snacks, recreation, playing of games or meetings.
- The service provider is to devise and implement control systems to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings etc.
- The service provider shall ensure that adequate notices are displayed informing all users that the safekeeping facilities (lockers) are used at their own risk.

 The hospital shall be responsible for normal maintenance issues viz leaking taps, locks, lighting, blockages, etc which are to be reported to the Contract Manager.

2.17.3 Administration and Storage Facilities

- A limited area will be made available at no charge to the contractor for on-site administration.
- The area shall be staffed, controlled, managed and supervised by the service provider who shall have a supervisor on duty in the area whenever it is open.
- The service provider shall be responsible for the security of the allocated area as well as the safekeeping of hospital property entrusted to his/her care.

The key to the area shall be the responsibility of the service provider, and if necessary, the replacement thereof.

2.18 Staffing

2.18.1 Organisation

 Adequate numbers and levels of staff must always be provided by the service provider to render the specified on-site services satisfactorily and efficiently: -Please refer to Section E of the bid document, specifying the areas.

2.18.2 Dress code of staff

- The service provider shall ensure that staff is always appropriately dressed and presentable while on the hospital premises.
- All the service provider's staff shall wear uniform protective clothing, which must be clearly and prominently embossed with a company logo,
- Protective clothing shall be of a standard that is not inferior to that of the hospital's own staff engaged in similar duties.
- The service provider shall provide his/her staff with photo-identification badges, which shall always be worn and displayed by the staff while on the hospital premises.

2.18.3 **Smoking**

The service provider's staff shall comply with the hospital smoking policy.

2.18.4 Control of staff

 The service provider's staff engaged in the provision of service shall be under the control and direction of the contractor's supervisory staff that shall always be responsible to maintain control and discipline.

2.18.5 Conduct of staff

- The service provider shall ensure that his/her staff carry out their duties and behave in as quiet and orderly manner as may be reasonably practicable while on hospital premises; that they shall have regard for the nature of the duties they perform and, that no unreasonable or unnecessary disruption will be caused to the routine, procedures and functioning of the hospital.
- Service provider's staff is to respect the hospital patients' rights of privacy and confidentiality.
- While on the hospital premises, staff shall comply with hospital policy and procedures and shall comply with safety and security directives.
- The contract manager shall have the right to instruct the designated person to remove, from the hospital premises, any of the service provider's staff who engages in horseplay, is disorderly, and is disruptive, who transgresses any hospital policy, who is under the influence of alcohol or other substance, who divulges any detail of hospital patients or whose presence onsite is undesirable.

2.19 Cleaning Contract Association

It is a condition of this bid that the service provider is registered with a cleaning contract association such as the National Cleaning Contract Association or any other Cleaning Association for a continued period of not less than one year and the status quo shall remain for the contract period.

2.20 Cleaning Experience and references

Previous experience of a minimum of 2 years in the cleaning of the General Hospital environment is compulsory.

Bidders must provide a list of all cleaning contracts for the past three (3) years, with a name and surname of the contact person, address of the company/institution and a contact number.

2.21 Compliance with National, Provincial & institutional guidelines

The successful bidder must ensure that they adhere to the colour- coding system for cleaning equipment, as specified in the National & Institutional IPC guidelines, to reduce the risk of cross contamination in multiple areas;

- Red colour for highly contaminated areas, such as toilets, showers, wash-up rooms, sluice rooms, and bathroom floors;
- Blue colour general areas including wards, offices and hand wash basins in public areas;
- Green colour bathroom (basin, bath and showers), ward/consulting room basins;
- White colour Kitchens areas (food preparation and serving);
- Yellow colour Isolation areas (only applicable for hospitals as primary health care facilities rarely have to isolate patients).

Colour coded mops, cloths, brooms and buckets must be provided.

2.22 Compulsory site meetings

Compulsory site meetings are to be held at DP Marais and Brooklyn Chest Hospitals on **Monday**, **22**nd **September 2025** at **10:00** as indicated above. Failure to attend the site meetings will lead to the disqualification of your bid.

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SECTION B

PART 3: STATUTORY AND OTHER REQUIREMENTS

A. It is a condition of this bid that only bidders who comply with the below requirements will be considered for acceptance. Bidders are therefore required to declare their compliance at the end of this section.

Every question must be answered by marking the applicable "Yes" or "No" block with an "x".

Failure to comply with this requirement or the provision of acceptable, well-motivated written explanations where deviations occur, may lead to immediate disqualification of the bid.

B. All information provided in this Section shall or may be verified by The Department.

3.1	<u>Organisational status of bidder</u>		
	Individual ownership	Yes,	No
	A company	Yes	No
	A close corporation	Yes	No
	 Partnership 	Yes	No
	Joint venture	Yes	No
3.1.1	Documentary evidence required		
3.1.1.1	Copy of partnership agreement and in the case of joint ventures and consortia a memorandum of understanding.	Yes	No
3.2	Registration in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993		
3.2.1	Is the bidder registered with the Commissioner for COID?	Yes	No
3.3	VAT Registration		
3.3.1	Is the bidder registered for VAT	Yes	No
3.3.2	Provide VAT Registration Number		
3.4	Pay as you earn (PAYE)		
3.4.1	Is the bidder registered with the Commissioner for PAYE?	Yes	No
3.5	Unemployment Insurance Fund Registration (UIF)		
3.5.1	Is the bidder registered with the Commissioner for UIF and comply with the UIF Act 63 of 2001 and the Unemployment Contributions Act 4 of 2002?	Yes	No

Date: Place

Business Address:

SECTION C

PART 4: QUESTIONNAIRE: ORGANISATIONAL FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER

- A. The information requested will assist the Department to evaluate the organisational and infrastructure capacity of the bidder to perform the specified requirements of this bid.
- B. The Department reserves the right to carry out physical inspections in order to validate all or some of the information provided.
- C. The information provided in this section is therefore of critical importance. If, after careful consideration, the Department is of the opinion that the bidder does not have the capacity, infrastructure or managerial/supervising skills to properly manage, perform and maintain the requirements of this bid, such a bid shall not be considered for acceptance.
- D. Bidders may furnish additional information in writing and attach it to the last page of this section when submitting the bid.
- E. Where applicable the appropriate "YES" or "NO" block must be marked with an "X".

4.1. Financial standing

The bidder must be financially self-sufficient to pay all costs, uniforms, 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 at the end of the month in which the service was provided.

4.2 Total number of employees:

<u>Designation</u>	Number
Management	
Administration	
Supervisors	
Cleaners	
Other	

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4.3 Indicate percentage turnover of staff during the last 12 months.

	Number
Less than 20%	
Less man 20%	
Between 21-50%	
Over 50%	

	Physical infrastructure		
4.4.1	Administrative Offices		
4.4.1.1	Where is the bidder's administrative office which will be responsible to the state physical address and telephone numbers.	nsible for the	e site.
		••••••	
4.4.1.2	Does the bidder have a rapid deployment plan for deployment emergencies on site. State details including guaranteed resp Bidder must also provide with a COVID plan as part submissio infection has been detected.	onse time. n of this bid i	•
4.4.1.3	Further information regarding the administration office:		
	le Heiberske derk er medden een O		
4.4.1.4	Is it situated at a residence?	Yes	No
4.4.1.5	Is it a dedicated Administration Office?	Yes	No No
4.4.1.5	Is it a dedicated Administration Office?	Yes	No

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SECTION D

PART 5: GENERAL SITE SPECIFICATIONS

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BIDDERS RESPONSE

1 SCOPE

Provision of a comprehensive cleaning service for Metro TB Hospital Complex (DP Marias and Brooklyn Chest Hospital) including labour excluding consumables, equipment as indicated.

2. APPLICABLE DOCUMENTATION

The following documentation will form part of the specification and successful bidder must guarantee that it will comply with the standards as set in the present and future of relevant legislation including but not limited to the following:

General Conditions of Contract (GCC)

Special Conditions of Contract (SCC)

The Constitution of the Republic of South Africa, Act 108 of 1996

Employment Equity Act, Act 55 of 1998

Labour Relations Act, Act 66 of 1995

Basic conditions of Employment Act, Act 75 of 1997

Promotion of Equality and Prevention of Unfair Discrimination Act, Act 4 of 2000

Occupational Health and Safety Act, Act 85 of 1993

Occupational Injuries and Diseases Act, Act 130 of 1993

3. GENERAL DESCRIPTION OF CLEANING SERVICE

- 3.1 The service provider will provide the services as detailed above in accordance with the standard set and the requirements of the client.
- 3.2 The service provider will supply the labour force necessary for carrying out of the contract.
- 3.3 Control measures to be utilised by the service provider to monitor the timekeeping of the workforce.
- 3.4 Identification cards to be worn by service provider's employees, in addition to the uniforms.
- 3.5 The service provider's staff will be trained by the client to perform special tasks, e.g. transporting of medical waste, handling emergency requests, linen management and transporting of vacolitres.
- 3.6 The service provider's staff will be required to respond to emergency cleaning/disinfectant needs outside designated areas but within Metro TB Hospital Complex (DP Marias and Brooklyn Chest Hospital).
- 3.7 The service provider will investigate any transgression as reported to them and replace the staff when necessary.
- 3.8 The service provider's cleaning staff must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke or drink whilst performing their duties.
- 3.9 Strip & seal of all areas: Please see special conditions for more detail.

4 GENERAL REQUIREMENTS

- 4.1 The contractor shall supply a labour force in order to render a service of a standard acceptable to the client.
- 4.2 A supervisor with the required proven skills must always be available to plan and monitor the work.

4.3 Substitute staff must be provided for persons on leave, or sick. Substitute staff must wear the uniforms and name badge of the current contractor on site.

5. CONTROL MEASURES

- 5.1 Documentary evidence must be provided to the contract manager that supervisors, team leaders and staff have undergone training on how to clean and disinfect rooms and equipment used by infected patients, prior to the commencement of the contract.
- 5.2 Cleaners must be in full uniform, ready for duty at their specified points at the specified shift starting time.
- 5.3 Uniforms must always be neat and clean. Safety shoes must always be worn while on duty. All Hospital, OHS & IPC related policies must be adhered to.
- 5.4 Should a cleaner/supervisor not perform or if reports of misconduct are received, he/she must be removed from the site and be replaced by the service provider immediately.
- 5.5 All consumables must be stored in a safe, lockable area and must be clearly marked according to the Ideal Health Infrastructure Framework.
- 5.6 Staff members is not permitted to work continuously for longer than permitted hours without a rest day, as per the scheduled off duties.

6. OBLIGATIONS OF METRO TB HOSPITAL COMPLEX (DP Marias and Brooklyn Chest Hospital)

6.1 Metro TB Hospital Complex (DP Marias and Brooklyn Chest Hospital) shall provide free of charge all necessary light, water, power, toilets, and limited storage facilities (subject to agreement) that may be required by the service provider to perform its services.

7. **EQUIPMENT AVAILABILITY**

7.1 The required equipment will be provided by Metro TB Hospital Complex (Brooklyn Chest Hospital) for the duration of the contract period.

The Service provider will be responsible to supply and maintain all equipment required at Metro TB Hospital Complex (DP Marais Hospital) for the duration of the contract period:

Area	Industrial Buff Machine	Janitorial Trolley	Vacuum Machine
Old Ward 1	1	2	
Ward 2	1	2	
Ward 4	1	2	
Ward 5	1	2	
Admin/Clinical Area/ Nursing Management/Medical Allied/Social Work/OT	Will be shared with one the above wards	3	2
Total amount	4	11	2

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8. CONSUMABLE AVAILABILITY

8.1 Metro TB Hospital Complex (Brooklyn Chest Hospital)

The required consumables will be supplied by Brooklyn Chest Hospital for the duration of the contract period.

Metro TB Hospital Complex (DP Marais Hospital)

The required consumables must be supplied by the service provider for the duration of the contract period.

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SPECIFIC SITE SPECIFICATION

SECTION E:

6.1 CLEANING OF DP MARAIS HOSPITAL/BROOKLYN CHEST HOSPITAL

Bidders are to specify the details of their offer in the column marked "DETAILS OF OFFER". In respect of paragraphs where the bidder strictly complies with the specified requirement, the words "as specified" are to be inserted next to that paragraph. In cases where bidders do not strictly comply with specification requirements, the nature of the deviation is to be stipulated next to the applicable paragraph. Where the space is insufficient, the details of the deviation can be annexed however proper reference is to be made. This also applies when bidders are to submit requested documentation. If bidders omit to furnish details of offer it would be considered as not complying to the specifications.

PLEASE NOTE: ALL CLEANING METHODS AND MATERIALS AND PRODUCTS MUST BE IN ACCORDANCE WITH THE CURRENT PROVINCIAL INFECTION CONTROL POLICY

Minimum Staff Requirements for DP Marais Hospital

	Category & Number of staff	<u>Days</u>	Shift Time
6.1.1.1	Supervisor x 1 per Day Shift (11 hours)	Monday to Sunday incl. Public Holidays	07:00 to 19:00
6.1.1.2	Cleaners x 8 per Day Shift (11hours)	Monday to Sunday incl. Public Holidays	07:00 to 19:00
6.1.1.3	Cleaners x 3 per Day Shift (8 Hours) Covering Office & Allied Health Services	Monday to Friday only excluding Public Holidays	07:00 to 16:00
6.1.1.4	Cleaners x 1 per Day Shift (11 Hours) Covering Laundry Services and Medical Waste Management	Monday to Sunday incl Public Holidays	07:00 to 19:00
6.1.1.5	Cleaner x 2 Night Shift (11 Hours) (1 x Female Cleaner and 1 x Male Cleaner)	Monday to Sunday incl. Public Holidays	19:00 to 07:00
6.1.1.6	Cleaner x 2 Night Shift (11 Hours)	Monday to Sunday incl. Public Holidays on Ad hoc basis	19:00 to 07:00
6.1.1.7	Cleaner x 2 per Day Shift (11 Hours)	Monday to Sunday incl. Public Holidays on Ad hoc basis (Maximum number of days for ad hoc cleaners are 7 days)	07:00 to 19:00

6.1.2.1 Staffing Allocation required to provide the service at DP Marais

In order to ensure Shift Coverage, the following staff levels are required on the Staff Establishment (to accommodate shift workers)

- Supervisor x 2 (1 per Day shift as per 6.1.1.1)
- Cleaners x 16 (8 per shift x 2) 6.1.1.2
- Cleaners x 3 Day Shift (8 Hours) 6.1.1.3
- Cleaner x 2 (1 per day shift) (11 hours) 6.1.1.4
- Cleaners Night Shift x 4 (2 per shift) 61.1.5
- Cleaners Ad hoc Basis Night Shift x 4 (2 per shift) 61.1.6
- Cleaners Ad hoc Basis Day Shift x 4 (2 per shift) 6.1.1.7

6.1.2.2 Staffing Allocation required to provide the service at Brooklyn Chest Hospital

Minimum Staff Requirements for Brooklyn Chest Hospital

	Category & Amount	<u>Days</u>	<u>Shift Time</u>
6.1.2.1	Supervisor x 1 Day Shift (11 hours)	Monday to Sunday incl. Public Holidays	07:00 to 19:00
6.1.2.2	Cleaners x 12 per Day Shift (11hours)	Monday to Sunday incl. Public Holidays	07:00 to 19:00
6.1.2.3	Cleaners x 8 Day Shift (8 Hours) Covering Office & Allied Health Services	Monday to Friday only (excluding public holidays)	07:00 to 16:00
6.1.2.4	Cleaners x 1 per Day Shift (11 Hours) Covering The Main Kitchen	Monday to Sunday incl Public Holidays	07:00 to 19:00
6.1.2.5	Cleaner x 2 per Night Shift (11 Hours)	Monday to Sunday incl. Public Holidays	19:00 to 07:00
6.1.2.6	Cleaner x 2 per Night Shift (11 Hours)	Monday to Sunday incl. Public Holidays on Ad hoc basis	19:00 to 07:00
6.1.2.7	Cleaner x 4 per Day Shift (11 Hours)	Monday to Sunday incl. Public Holidays on Ad hoc basis (Maximum number of days for ad hoc cleaners is 7 days)	07:00 to 19:00

In order to ensure Shift Coverage, the following staff levels are required on the Staff Establishment (to accommodate shift workers)

- Supervisor x 2 (1 per Day shift) 07H00 19H00 Monday to Sunday incl. Public Holidays (6.1.2.1)
- Ward Cleaners x 24 (12 per shift x 2) 07H00 19H00 Monday to Sunday incl. Public Holidays (6.1.2.2)
- Cleaners x 8 Monday to Friday (07H00 16:00) excluding public holidays. (6.1.2.3)
- Cleaners x 2 (1 per shift x 2) 07H00 19H00 Monday to Sunday incl. Public Holidays (6.1.2.4)
- Wards: Cleaners: x 4 (2 per shift) Night duty (19H00 07H00 Monday to Sunday incl. Public Holidays) (6.1.2.5)
- Cleaners Ad hoc Basis Night Shift x 2 (19H00 07H00 Monday to Sunday incl. Public Holidays) (6.1.2.6)
- Cleaners Ad hoc Basis Day Shift x 4 (07H00 19H00 Monday to Sunday incl. Public Holidays) (6.1.2.7)

6.1.3 Service Areas

- DP Marais Hospital: Administration/Office/Allied Health Areas/Nursing Admin
- Brooklyn Chest Hospital: Administration Building/Stores/Allied Health Areas/Nurses Home/CSSD/Workshop, OPD, School and Security Building at Main Entrance.
- These Areas shall be covered 5 days per week from 07:00 to 16:00 (Mon- Fri excluding public holidays)

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All staff toilets and public toilets	03 OCTOBER 2025	3 x Daily + as needed
All offices	1)2)	1x per week + as needed
Servicing of bins	, SIGNED , SIGNED	2 x Daily + as needed
Bereavement Room*		2x Daily + as needed
Clinical Area	2x Daily + as needed	
Boardroom	2x Daily + as needed	
All doctors and sisters offices in the clinic area and in the wards		2x Daily + as needed
Hall*		Daily + as needed
Patient Recreation Area(WardJ)		Daily + as needed
Occupational Therapy Department		Daily or as needed
Medical Waste Room(Brooklyn Chest)		Daily + as needed
Main entrance including the security	2x Daily + as needed	
Passages outside ward areas and inte	2x Daily + as needed	

Patients Dining Rooms	3x Daily + as needed
Pharmacy	Daily
Physiotherapy	Daily
Gym	2x Daily
Specimen Cupboard*	2x Daily + as needed
Staff Tea Rooms	2x Daily + as needed
Stoeps Outside Area	2x Daily + as needed
Store Rooms	Daily
Visitors Rooms	Daily
Waiting Area for Patients*	Daily
Main Medical Waste Room*	Daily + as needed
Nurses Home	Daily
School (Ward 3)	1 x per week during school
	terms
Training Room	2x daily + as needed
Reading Room	2x daily + as needed
Vacant Areas	Monthly

^{*:} Specific area is only DP Marais specific and not applicable at Brooklyn Chest Hospital.

6.1.3.2 DP Marais Hospital: Wards 1,2,4,5, and including Passages

- Brooklyn Chest Hospital: Wards A, B, D, including enclosed stoep area and passages
- These areas shall be covered 7 days per week on shifts as follows:
- Day Shift: 07:00 to 19:00 (Monday to Sunday, including Public Holidays)
- Offices: 07:00 to 16:00(Monday to Friday, excluding Public Holidays)
- Night Shift: 19:00 to 07:00 (Monday to Sunday, including Public Holidays)

6.2 Services Required: 6.2.1 WASTE REMOVAL

O.Z.1 WASIE REMOVAE	DETAILS OF OTTER
GENERAL WASTE AND RECYCLING WASTE – 7 days per week:	
Remove all household waste and recycling from wards and all other departments to the holding area daily.	
 Bags with general refuse. Each type of refuse container must be taken to the specific disposal point. General waste bags and recycling bags must be removed daily into the municipal refuse bins and the designated recycling areas. Refuse bins must be filled by clear bags, starting from back of refuse area to front. Recycling bags must be placed in the designated area for recycling. Flattened cartons in all areas to the allocated recycling area. Staff performing this function must always wear the appropriate Personal Protective Equipment to prevent infection and cross contamination. 	
6.2.2 TRANSPORT OF LINEN – 7 days per week:	
 Transport soiled linen from the wards/departments to the Linen bank daily, as per agreed schedule. Sorting of soiled linen at DP Marais at the temporary sorting area before transporting to the soiled linen area. Transport clean, packed linen to the wards/departments from the Linen Bank daily, as per the agreed schedule. 	

DETAILS OF OFFER

- Soiled and clean linen bags must be transported on the specific trolley provided by Metro TB Hospital Complex to the designated ward/department.
- Trolleys must be cleaned and disinfected daily.

<u>6.2.3 CLEANING OF THE RESIDENCE (NURSING HOME) (Required at Brooklyn Chest Hospital):</u>

- Cleaning of the Residence as per agreed schedule.
- Washing of windows on the inside and outside as per agreement.
- Deep cleaning of the residence as required.

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<u>6.2.4</u> <u>Stripping, Sealing and Polishing of Floors</u>

- All areas in the hospital must be stripped and sealed every three (3) months.
- A schedule will be agreed upon for the rendering of the service once the bid has been awarded.
- The approved bidder must use new mops when stripping and sealing the floors.
- Stripping and sealing will only be permitted as per the approved schedule submitted to the Facility
 Contract Manager. Any changes must be approved two weeks prior to the commencement of the
 stripping and sealing.
- If additional areas are identified by the Metro TB Hospital Complex (DP Marias and Brooklyn Chest Hospital), the bidder must provide this service of strip and seal of these areas as per the specifications.

6.2.4.1 Floors to be stripped as follows:

- Scrub the floor thoroughly using the floor stripper, together with a rotary polisher/scrubber and a black scrubbing pad.
- Remove slurry with a mop or an industrial wet and dry vacuum cleaner.
- Rinse the floor thoroughly, at least twice with clean water and allow to dry.

6.2.4.2 Floors to be sealed as follows:

- Apply the sealer evenly and thinly, using a clean lamb wool applicator.
- Allow to dry thoroughly.
- Take care not to rub the surface during drying as this will smudge the sealer
- Once dry, apply as directed on product label.

6.2.5 High Dusting, Window cleaning,

- High dusting must be performed using a clean damp duster or vacuum cleaner (for cornices). Walls must be damp-wiped or spot-cleaned as needed.
- Once a quarter high dusting should be conducted thoroughly above hand height to
 ensure the removal of cobwebs in skirtings', corners of departments.
- Window washing/cleaning must be performed inside and outside quarterly. Curtains to be washed and hanged again.

6.2.6 SPECIFICATIONS FOR CLEANING TO BE DONE

	Standard method	Frequency	BIDDERS RESPONSE
Banister	Dust	Daily	
	Wet wipe with detergent & water with non ammonia containing detergent	Daily	
Basins	Wet wipe with hard surface cleaner	Daily	

	Wet wipe with appropriate	Daily as required	
	chlorine containing detergent		
	Remove mineral deposits	Monthly	
Bedside Cabinet	Wet wipe with detergent & water	Outside Daily	
	with appropriate chlorine	Inside as	
	containing detergent	requested	
Blinds	Vertical – remove dust	Weekly	
	Horizontal – dusting	Weekly	
	Horizontal – damp wipe with non	Monthly	
	ammonia containing detergent	,	
Carpets	Vacuum with industrial vacuum	Daily	
'	cleaner -	,	
	High traffic		
	Low traffic	Weekly	
	Remove spots and stains	As necessary	
	Interim clean	As required	
	Steam Cleaning	As required	
Ceilings	Dust and wipe air vents	Monthly	
Chairs	Cloth - Vacuum	Fortnightly	
Cridiis	- Spot clean	As necessary	
	- Shampoo	As required	
	Vinyl and leather – dust	Daily	
	- damp wipe with appropriate	Weekly	
	chlorine containing detergent	Weekly	
	Waiting areas – damp wipe with	Daily	
	appropriate chlorine containing		
	detergent		
Curtains/Screens	Replace/ remove soiled and clean	As required.	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	curtains/screens		
Desks	Wood – dust	Daily	
	Wood – polish	Weekly	
	Scaled wood/glass/Formica		
	- damp wipe with	Daily	
	appropriate chlorine containing	,	
	detergent		
	– polish	Weekly	
Doors	Remove finger-marks on glass and	Daily	
	push plates with a degreasing	,	
	agent and equipment that will not		
	scratch the surface		
	Remove dirty spots on wooden	Daily	
	and metal doors	,	
	Polish doorknobs with an approved	Weekly	
	metal polish	,	
	Damp wipe with appropriate	Daily	
	chlorine containing detergent	,	
Electrical	Dust	Daily	
Equipment	Damp wipe appropriate detergent	Weekly	
Emergency Exits	Treads – sweep	Weekly	
	Handrails – damp wipe with	Weekly	
	appropriate chlorine containing	,	
	detergent		
Floors -	Remove dust with dust sweeper	Daily	
Resilient (vinyl,	Damp mop for spoilage or spillage	As necessary	
	with soap and water	, ,	
PVC,	Spray buff with floor polisher	Daily	
	Strip, clean and reseal	Quarterly	
Floors – Hard	Remove dust with dust sweeper	Daily	
1			APE GOVERNMENT HEALTH

1		
(Ceramic, marble	Damp mop for spoilage or spillage	As necessary
Granite, brick,	with soap and water	
porcelain,		
Concrete, etc.)	Machine scrub	As necessary
Kitchens	Floors swept and washed with	Daily
	soap and water.	
	Work surfaces damp wet cloth,	Daily
	wiped and dried	
	Walls and cupboard doors damp	Twice weekly
	wipe	
	Cupboard storage cleaned and	Monthly
	wet wipe	
Lights	Dust	Monthly
Light switches	Damp wipe with appropriate	Weekly
	chlorine containing detergent	
Liquid soap holders	Fill liquid soap holders	Daily or as
A 4 12 1 1		necessary
Medical waste	Seal and mark medical waste	Daily
A A = A = d =	boxes and sharp containers	Defless
Metal work	Polish with stainless steel polisher	Daily or as
A 4:	Mark de la companya d	required
Mirrors	Wet wipe with non-ammonia	Daily or as
Our de a al Tarla la a	containing detergent and dry	necessary
Overbed Tables	Wet wipe with appropriate	As required (At
Domartavval	chlorine containing detergent	least 3 x daily)
Paper towel	Fill paper towel dispensers	Daily or as
dispensers Toilet roll holders	Fill the toilet roll holders	necessary Daily or as
Toller foll floiders	Fill the folier foli floiders	required
Pictures	Dust frames	Weekly
1 ICTUTES	Damp wipe frames and clean	Monthly
	glass	Widiffily
Pipes	Dust	Weekly
Plugs	Damp wipe with appropriate	Weekly
1 1093	chlorine containing detergent	Weekly
Power boxes	Dust and damp wipe	Weekly
Railings	Dust	Daily
Kallings	Damp wipe with appropriate	Daily
	chlorine containing detergent.	Daily
Refrigerators	Damp wipe top with appropriate	Daily
Religerators	chlorine containing detergent.	Daily
	Damp wipe doors and sides with	Twice weekly
	non-ammonia containing	THISO WOOKIY
	detergent.	
	Remove contents and damp wipe	Weekly
	shelves with appropriate chlorine	,
	containing detergent.	
	Defrost and clean shelves and	Monthly
	inside surfaces.	,
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WESTERN CAPE GOV GOODS & SERVICE	
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Refuse bi	ns	Empty and damp wipe	Daily or as		
		Waste removed from these	required		
		containers should be placed in			
		other suitable containers or bags			
		and may not be dragged across			
		floors, carpets or tiles.		WESTERN CAPE GOVE	
		The contents of waste baskets and		GOODS & SERVICE	
		other office waste should be		BID OPENED (@ 11:00
		removed neatly in bags and		03 OCTOBER	R 2025
		deposited in the waste bins		1)2)	
		provided for this purpose.		SIGNED	SIGNED
		Paper from the recycling boxes			
		must be placed in recycling bags.			
		Replace the clear bag in the			
		waste bin.			
		Remove stains and disinfect.	Weekly or as		
		Komovo sidinis di la disimicor.	necessary		
Shelves		Dust those that are empty	Weekly		
31101403		Damp wipe when shelves are	As required		
			Astequiled		
		cleared with appropriate chlorine			
Claration		containing detergent	DT.		_
Showers		Remove fats and grease from	Daily		
		walls, door and floor using hard			
		surface cleaner			
		Wash walls, door and floor	Daily		
Sinks		Wet wipe	Daily		
Skirting		Dust	Weekly		
		Damp wipe with appropriate	Weekly		
		chlorine containing detergent			
Sluice roc	oms	Disinfect bedpans and urinals in	As required		
		bedpan washer disinfector			
		Clean all surfaces	Daily		
Switches		Damp wipe with appropriate	weekly		
		chlorine containing detergent	1.00,		
Tables		Dust	Daily		
100100		Wet wipe with appropriate	Weekly		
		chlorine containing detergent	VVCCKIY		
		Glass tops: Wet wipe with glass	Weekly		
		cleaner	VVCCNIY		
Tana		Wet wipe with hard surface	Daily		_
Taps			Daily		
		cleaner with appropriate chlorine			
		containing detergent	A 4 11-1		_
		Remove mineral deposits	Monthly		_
Telephon	es	Dust	Daily		
		Damp wipe with appropriate	Daily		
		chlorine containing detergent			
Toilets	Staff	To be cleaned early in the morning	Daily		
		by 10H00. Toilets needs to be			
		checked for cleanliness 4 hourly.			
		Ensure usability and replenish	Daily or as		
		consumables	required		
		Remove spillage from bowl and	Daily		
		under flush rim with hard surface			
		cleaner and a brush			
		Wet wash seat and lid, cistern and	Daily or as		\dashv
		pipes, etc.	required		
		Disinfect all components	Daily or as		
		Distribect directification			
		Mot wipe door and walls	required		\dashv
		Wet wipe doors and walls	Daily or as		
I	I		required		

		Remove waste	Daily or as	
			required	
Urinals in staff	Staff	Wet wipe with hard surface cleaner or disinfectant	Daily	
toilets		Wet wipe pipes and flushing mechanisms	Daily	
		Mop step or floor at urinal with disinfectant	Daily	
		Remove mineral deposits from gullies and drains	Monthly	
Toilets	Public patient toilets	To be checked, cleaned and serviced/ replenished	4 Hourly	
		Remove spoilage from bowl and under flush rim with hard surface cleaner and a brush	4 Hourly	
		Wet wash seat and lid, cistern and pipes, etc.	4 Hourly or as required	
		Disinfect all components	4 Hourly or as required	
		Wet wipe doors and walls	Hourly	
		Remove waste	Hourly	
Urinals in p	patient	Wet wipe with hard surface cleaner or disinfectant	4 Hourly	
		Wet wipe pipes and flushing mechanisms	4 Hourly	
		Mop step or floor at urinal with disinfectant	4 Hourly	
		Remove mineral deposits from gullies and drains	Monthly or as required	
Walls		Remove all spots and fingerprints on walls, painted surfaces, electric switches, etc.	Daily	
		Wet wipe with appropriate chlorine containing detergent and dry washable surfaces	Monthly	
Water disp	oensers	To be replenished and cleaned upon request/when needed.	As required	
Windows		Clean inside faces with glass cleaner	Monthly or as required	
		Clean outside faces with glass cleaner or squeegee	Quarterly	
Windowsil	ls	Dust	Weekly	
		Dust and damp wipe with appropriate chlorine containing detergent	Weekly	
X-Ray roo	m	Dust and damp wipe with non- ammonia containing detergent	Daily	
Hand San Dispenser		Replenish as required	As required	

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WESTERN CAPE GOVERNMENT HE GOODS & SERVICES SOURCIN	
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CLEANING METHODS

METHOD	WHERE USED	DESCRIPTION		BIDDERS RESPONSE
Burnish	Resilient and hard floors	E = ultra or high-sp C = Floor mainten P = Floor to be due A = Spray a fine m of floor (coverage machine briefly or chemical, system three passes over clean and dry with technique withou mopped with a w	nist over two to four square meters a 1 000 m² or more per litre). Pass wer sprayed area to spread atically cover the area. Two or the same area should leave it h shine restored. Use this t spraying if the floor has been ash and wax type detergent.	
Damp mop	Resilient and hard floors	•	nobile bucket and wringer dle and heavy-duty mop head or or variant.	
		Floor to be pre-sw	ept.	
Davisa	A	and wax type det Dip mop into solut	on with either neutral or wash ergent or disinfectant. ion and wring dry frequently.	
Damp wipe	Any non- porous or	Bucket, lint free cl		
	washable	Surfaces should be	nia-based detergent	
	surface			
		until only damp, b wiping motion and spillage. Re-imme frequently and squ	cloth to be squeezed or wrung out but not dripping. Use systematic d additional pressure on stubborn erse cloth in detergent solution ueeze dry. Change the solution ervals to ensure dirt is not	
Disinfectant	Any non- porous or washable surface	other surfaces) or Chlorine, quarterly disinfectant. Apply disinfectant specification appl mop, cloth or spro	non-ammonium or other diluted to manufacture's licable for the surface, using bottle as appropriate. Apply ten minutes reaction time, then	
Dust	Any porous	Mop sweeper or	disposable cloth sweeper.	
	or non- porous hard floors	fitted with unused Push the tool in strusing a figure eighallows. Maintain treversing the direct Keep the tool flat exercise. Fit new theads frequently.	aight lines or work backwards at movement if the tool design he same leading edge as action will cause dirt to fall off. on the floor throughout the disposable cloths or wash mop	
Interim cleaning	Hard floors		an daily cleaning, but less costly In restorative cleaning.	
			obing machines e.g. Automatic er. Rotary and wet pick-up	
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	T		
		Wet mop system, blue pad for light scrubbing, clean mop or lamb's wool applicator. Neutral, preferably low foaming, detergent. Appropriate floor dressing. Floor to be pre-swept. Apply solution from machine tank or with mop. Scrub and vacuum away slurry. Rinse with clean water, vacuum and mop dry. Apply one coat of the floor dressing.	
	Carpets	Ideal process is dry or nearly so.	
		Rotary for pad system spreader for powder system vacuum cleaner. Cellulose or other carpet cleaning powder. Vacuum carpets. Note: these interim cleanings systems work well on cut pile carpets but have limited benefits on looped or needle punch carpets.	
		Pad system: cover lightly soiled areas or the entire area with impregnated pad fitted to rotary. Powder system: sprinkle powder over soiled areas or entire area as required, covering no more than	
		about ten square meters at a time. Work the powder into the carpet using the spreading machine in one direction and then at right angles. Leave the powder to absorb the dirt for 15 minutes or more, (refer to the manufacturer's directions) and vacuum to remove residue from carpet.	
Light scrub	Hard floors	Same as interim clean for hard floors.	
Maintenance	Hard floors	A single coat of floor dressing applied to a hard or	
coat		resilient floor after it has had a light scrub or interim clean.	
Mineral deposits		Brown coloured deposits of mainly calcium and magnesium on or in areas that are nearly always wet e.g. basins, taps, urinals, lavatory bowls.	
		A non-corrosive acid detergent. Routine spillage to be removed in the normal way. Apply detergent solution with a cloth or sponge and leave for about ten minutes. Use mildly abrasive scouring pad (e.g. centre piece of red floor polishing pad) to remove deposits and detergent residue. The process may have to be repeated.	
Polish	Wooden, scaled wood or laminated furniture and fittings	Soft dusting cloth. Silicone or cream-based petroleum wax or synthetic, paste, liquid or aerosol. Dust to be removed before any polish is applied. Small amount of liquid or spray applied to small area. Allow polish to dry to a haze and buff with a soft polishing cloth.	
Restorative cleaning	Carpets	Usually a damp/wet process requiring time and labour.	
		Standard speed rotary floor machine with solution tank and carpet shampoo brush, or purpose-built carpet shampooer, and/or spray extraction machine (loosely termed "steam cleaner"). Dry foam shampoo (six per cent moisture content in use); detergent for use in extraction machine; de-foamer for extraction machine. Carpets to be vacuumed and free of litter.	

Spot	Any surface	Shampoo a small area (about four-square meters) in one direction and then again at 90°, ensuring that the carpet is not too wet. For carpets that were only lightly soiled, use the extraction machine as a dry vacuum (or a wet and dry vacuum) with a carpet tool to remove foam and dirt residue. For heavily soiled areas and traffic lanes, spray warm water on carpets with extractor and then suck up residue. The extractor machine may be used without first shampooing. Remove any spillage or marks that appear	
cleaning		immediately using appropriate methods.	
Spray	Hard and	Same technique as described under BURNISH.	
cleaning	resilient floors	The pad used is red.	
Stain removal	Any surface	See notes under SPOT REMOVAL. For marks that do not respond to normal cleaning techniques, consult a specialist stain removal guide.	
Strip and seal	Hard and resilient floors	Stripping/ Scrubbing: Scrub floors frequently. Commence scrubbing from the furthest point and towards the cleaner. Mopping and scrubbing of corridors should be done first on one half of the corridor then the other side to ensure that there is a dry area where people can walk without any risk of slipping and falling. After scrubbing the main section of the floor, edges of the floor should be manually scrubbed with the scouring pad. The entire floor is then thoroughly mopped and dried.	
		Floor sealing: It is recommended that scrubbed floors be sealed to ensure that the floors remain clean and shiny but not slippery. Floor sealing is is a process in which sealer is applied to vinyl floors by using a sheepskin applicator. Floor polishing: application of floor polish to vinyl	
Constant	A In	flooring, which is followed by the buffing process.	
Sweep	Any hard floors, paving, concrete, etc.	Motorized walk behind or ride on sweeper. Mechanized broom or bush sweeper. Platform broom (hard bristle for rough surfaces, Soft for smoother surfaces).	
		Move machines or brooms over surface at an effective speed without creating clouds of dust by going too fast. Empty machine hoppers regularly if using a broom, leave manageable piles of litter for collection.	
Terminal cleaning	Wards/ Rooms	All linen must be removed, labelled as infectious and send to the Laundry or in event of Highly contagious linen follow the institutional SOP.	
		Bed screens/ curtains to be removed, cleaned/washed	
		All waste should be closed and labelled accordingly	
		Routine cleaning procedures must be performed including but not limited to the following:	
		sweeping, mopping, of the floors	

WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING	
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		All surfaces including the walls to hand height must be wiped with warm water and a detergent.
		All surfaces of the bedframes, mattress, bedside cupboards, over-bed trolleys(cardiac tables) and pillows must be damp-wiped with warm water and a detergent
Vacuum	Any surface, floors, upholstery, etc.	Carpets should be vacuumed clean with industrial vacuum cleaners that are fitted with high efficiency particle arrester filters (HEPA). These filters have 99% efficiency and retain particles as small as 0.1 micrometre in diameter.

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PRICING SCHEDULE

WCGHSC0452/2025: OF COMPREHENSIVE CLEANING SERVICE TO METRO TB HOSPITAL COMPLEX (BROOKLYN CHEST AND DP MARIAS HOSPITAL); DEPARTMENT OF HEALTH AND WELLNESS; WESTERN CAPE. FOR A THREE (3) YEAR PERIOD,

NAME OF BIDDER:	WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING		
CLOSING DATE AND TIME: 03 OCTOBER 2025 AT 11H00 AM.	BID OPENED @ 11:00		
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OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.	1)2)		
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ITEM	1 ST YEAR	2 ND YEAR	3 RD YEAR		
	(INCLUSIVE OF VAT)	(INCLUSIVE OF VAT)	(INCLUSIVE OF VAT)		
1.					
	R	R	R		
	Total per month	Total per month	Total per month		
2.					
	R	R	R		
	Total cost per year	Total cost per year	Total cost per year		
3.					
	Total all-inclusive cost for three (3) years: R (included VAT)				
		, ,	,		

COST BREAKDOWN OF MONTHLY FEE for:	1ST YEAR MONTHLY RATE	2 ND YEAR MONTHLY RATE	3 RD YEAR MONTHLY RATE
Total basic salary per cleaner per hour (normal hours):	R	R	R
Total basic salary per supervisor per hour (normal hours):	R	R	R
Total basic salary per cleaner per hour (Sundays)			
Total basic salary per supervisor per hour (Sundays)			
Total basic salary per cleaner per hour (Public holidays)	R	R	R
Total basic salary per supervisor per hour (Public holidays)	R	R	R

Note: Please ensure that your price per month includes the latest minimum wage rate as published in the Government Gazette.

Bidder that does not comply to the latest hourly rate will not be considered.

Note: The bid will be adjudicated on the total cost over the three (3) year period. Please ensure that your costing is correct as corrections cannot be made after bid closure.

- 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.

Definition of pricing structures

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

1. Firm prices

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

The following one pricing structure will also be considered as firm prices:

Firm prices linked to fixed period adjustments, i.e. two tier prices (Firm 1st, firm 2nd and firm 3rd year prices), only subject to the variables indicated in the above paragraph.

Kindly note that the cost of labour does not fall within the parameter of the above paragraph.

The increased cost of labour must therefore be projected into the 2nd and 3rd year pricing as no increase will be granted in this regard during the contract period.

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PROVINCIAL GOVERNMENT WESTERN CAPE

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

- To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Manage Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
- 2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG)via the electronic Procurement Solution (ePS).
- 4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
- 5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

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

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

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;
- "Consortium or Joint Venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- "Controlling interest" means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;
- "Corruption"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an!' gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;

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 (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption.
- "CSD" means the Central Supplier Database maintained by National Treasury;

[&]quot;employee", in relation to -

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;
- "entity" means any -
 - (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
 - (b) sole proprietorship;
- "entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;
- "Family member" means a person's -
 - (a) spouse; or
 - (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);
- **"intermediary"** means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;
- "Institution" means a provincial department or provincial public entity listed in

Schedule 3C of the Act;

- "Provincial Government Western Cape (PGWC)" means
 - (a) the Institution of the Western Cape, and
 - (b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

- "spouse" means a person's -
 - (a) partner in marriage or civil union according to legislation;
 - (b) partner in a customary union according to indigenous law; or
 - (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.
- 7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.



- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
- 8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
- 9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
- 10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition

Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority

(NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

- CONOPT / (CITTIOS / (CITTO 12	er zeer er arry errier applied	able legislation.
SECTION A DETAILS OF THE ENTITY		WESTERN CAPE GOVERNMENT HEALTH
CSD Registration Number	MAAA	GOODS & SERVICES SOURCING BID OPENED @ 11:00
Name of the Entity		03 OCTOBER 2025
Entity registration Number (where applicable)		1)2)

Entity Type	
Tax Reference Number	

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

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY
			WES	TERN CAPE GOVERNMENT HEALTH
				DODS & SERVICES SOURCING BID OPENED @ 11:00
				03 OCTOBER 2025
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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

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

TABLE B

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

FULL NAME OF EMPLOYEE		DESIGNA RELATION BIDDER**	ISHIP TO	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)	
				CAPE GOVERNMENT HEALTH	
			GOODS & SERVICES SOURCING BID OPENED @ 11:00 03 OCTOBER 2025 1)		
			sig	NED SIGNED	

	SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.				
C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES		

C2. TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR	TYPE OF SERVICES		VALUE OF CONTRACT	
					VEC
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?			INO	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)?	NO	YES
(To access this Register enter the National Treasury's website, <u>www.treasury.gov.za</u> , click on the Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326 5445.)	icon "Re 'acsimile nu	gister umbe
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?	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	NO	YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	NO	YES
		_
SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT This form must be signed by a duly authorised representative of the entity in the presence of a comoaths.	missioner o	f
I,hereby		
swear/affirm; i. that the information disclosed above is true and accurate; ii. that I have read under	erstand	
the content of the document;		
iii. that I have arrived at the accompanying bid independently from, and without communication, agreement or arrangement with any competitor.	consultati	on,
iv. that the entity undertakes to independently arrive at any offer at any time to the Institution consultation, communication, agreement or arrangement with any competitor. In addition, the no consultations, communications, agreements or arrangements with any competitor regarding quantity, specification, prices, including methods, factors or formulas used to calculate allocation, the intention or decision to submit or not to submit the bid, bidding with the intention bid and conditions or delivery particulars of the products or services to which this bid invitation	at there will ng the qual orices, mar not to win	be lity, ket
v. that the entity or its representative are aware of and undertakes not to disclose the tenter formal or informal, directly or indirectly, to any competitor, prior to the date and time of the officion of the awarding of the contract; and	•	
vi. that there have been no consultations, communications, agreements or arrangements of official of the procuring institution in relation to this procurement process prior to and during process except to provide clarification on the bid submitted where so required by the institution entity was not involved in the drafting of the specifications or terms of reference for this bid.	g the bidd	ing

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

 for

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:
1.1 Do you know and understand the contents of the declaration? ANSWER:
1.2 Do you have any objection to taking the prescribed oath? ANSWER:
1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:
1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.
SIGNATURE FULL NAMES Commissioner of Oaths
Designation (rank) ex officio: Republic of South Africa
Date:Place
Business Address:

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING
BID OPENED @ 11:00
03 OCTOBER 2025

SIGNED

SIGNED

WCBD 6.1

ILATIONS 2022 CE POINTS

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PRI AND THE WESTERN CAPE GOVERNMENT'S INTERIM STRATE

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE

1. **DEFINITIONS**

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



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

WCBD 6.1

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

2. GENERAL CONDITIONS

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

 WESTERN CAPE G

2.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE status level of contribution.

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

POINTS	
1)2)	
03 OCTOBER 2025	
BID OPENED @ 11:00	
WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING	

	I Olivia	
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	100

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

3. ADJUDICATION USING A POINT SYSTEM

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid



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

5.1 POINTS AWARDED FOR PRICE

80/20 90/10

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

$$Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax= Price of highest acceptable bid



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

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

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

- 6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A **trust**, **consortium or joint venture** will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate bid.
- 6.8 **Tertiary institutions and public entities** will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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



8.	B-BBEE STATUS LEVEL CLAIMED IN TERMS OF PARAGRAPH 5				
8.1	B-BBEE Status Level: = (maximum of 20 points in terms of 80/20)				
8.2	B-BBEE Status Level: = (maximum of 10 points in terms of 90/10)				
subst affide	ts claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be antiated by a B-BBEE certificate issued by a verification agency accredited by SANAS or an avit confirming annual total revenue and level of black ownership in terms of the relevant sector applicable to the bid).				
9.	SUB-CONTRACTING				
9.1	Will any portion of the contract be sub-contracted? (delete which is not applicable) YES/NO				
9.1.1	If yes, indicate: (i) what percentage of the contract will be subcontracted?				
	(iv) whether the sub-contractor is an EME or QSE? (delete which is not applicable) YES/NO				
9.1.2 10.	2.1.2 Sub-contracting relates to a particular contract and if sub-contracting is applicable, the bidder must state in its response to a particular RFQ that a portion of that contract will be sub- contracted.				
	DECLARATION WITH REGARD TO COMPANY/FIRM				
10.1	Name of company/ entity:				
10.2	VAT registration number:				
10.3	Company Registration number:				
10.4	Type of company/firm (Select applicable option) Partnership/Joint venture consortium One-person business/sole propriety Close corporation				
	WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING BID OPENED @ 11:00				
	03 OCTOBER 2025 Personal liability company				
	1)2)				
	Non-profit company				
	State-owned company				
10.5	I/we, the undersigned, who am/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:				
	(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.				



a criminal offence. A person commits an offence if that person knowingly:

As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes

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

SIGNATURE(S)	OF	THE	BIDDER(S):
 DATE:			
ADDRESS:			
WITNESSES:		_	
1			WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING
•			BID OPENED @ 11:00
2			03 OCTOBER 2025
			1)2)

SWORN AFFIDAVIT - B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

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

Ente	rprise name			
Trad	ing name			
Regi	istration number			
Ente	rprise address		WESTERN CAPE GOVERNMENT HEALT GOODS & SERVICES SOURCING	Н
			BID OPENED @ 11:00	
3.	I hereby declare und	der oath that:	03 OCTOBER 2025	
>	The enterprise is	% Black owned;	1)2)	
>	The enterprise is	% Black woman owned;	SIGNED	
>		nent accounts and other information available for come did not exceed R50 000, 000.00 (fifty millio		

The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r (e) as amended (select one) _____ of **the dti** Codes of Good Practice.

Please confirm in the table below the B-BBEE contributor by ticking the applicable box.

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



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



enterprise which I represent in this matter.

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING
BID OPENED @ 11:00
03 OCTOBER 2025

TABLE OF CLAUSES

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5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
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25.	Force Majeure
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34.	Prohibition of restrictive practices

WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING BID OPENED @ 11:00 03 OCTOBER 2025

General Conditions of Contract

1 Definitions

- 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial

non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 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.
- 2.1 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.



2 Application

3 General

WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING		
BID OPENED @ 11:00		
03 OCTOBER 2025		
2)		
SIGNED SIGNED		

- 4 Standards
- 5 Use of contract documents and information inspection.

- 1.1 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.
 - 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6 Patent rights
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7 Performance Security
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - a) bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque

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

8 Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9.1 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.

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9 Packing

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

10 Delivery and documents

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

11 Insurance

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

12 Transportation

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

13 Incidental

- 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 onsite, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14 Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

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- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18 Contract amendments
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19 Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

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

21 Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22 Penalties

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

23 Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b) if the Supplier fails to perform any other obligation(s) under the contract; or

- c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar However, the supplier shall continue goods, works or services. 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:
 - the name and address of the supplier and / or person restricted (i) by the purchaser.
 - the date of commencement of the restriction (ii)
 - the period of restriction; and (iii)
 - (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and 24.1 When, after the date of bid, provisional payments are required, or anticountervailing dumping or countervailing duties are imposed, or the amount of a duties and rights provisional payment or anti-dumping or countervailing right is increased in



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

25 Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

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

27 Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein.
 - a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

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

30 Applicable law

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

31 Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notic

32 Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33 National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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