



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

BID NUMBER: **WCGHSC0369/2/2026**

CLOSING DATE: **FRIDAY, 28 AUGUST 2026**

CLOSING TIME: **11:00**

FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES AT THE ORTHOTIC AND PROSTHETIC CENTRE, PINELANDS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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

Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number and closing date**. These conditions also apply to **a bid sent by courier** that is delivered in a courier pouch and is either signed off by the responsible official or deposited in the bid box by the courier's representative. The envelope will 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. CSD 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 the **80/20 or 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 (WCGHW) 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 **Ms Benitha Malgas** at telephone no. (021) 531 5300 or email benitha.malgas@westerncape.gov.za.


for HEAD OF DEPARTMENT

DATE: 06/08/2026

WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
28 AUGUST 2026	
1).....	2).....
SIGNED	SIGNED

PART A

INVITATION TO BID

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

The Western Cape Government ('WCG') is committed to govern ethically and to comply fully with anti-fraud, theft and corruption laws and to conduct itself continuously with integrity and with proper regard for ethical practices.

The WCG has a zero-tolerance approach to acts of fraud, theft and corruption by its officials and any service-provider conducting business with the WCG.

The WCG expects all its officials and anyone acting on its behalf to comply at all times with these principles to act in the best interest of the WCG and the public.

The WCG is committed to protecting public revenue, expenditure, assets and reputation from any attempt by any person to gain financial or other benefit in an unlawful, dishonest or unethical manner.

Incidents and suspicious activities will be thoroughly investigated and where criminal activity is confirmed, responsible parties will be prosecuted to the full extent of the law.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH & WELLNESS						
Bid no	WCGHSC0369/2/2026		Closing date:	FRIDAY,	Closing time	11:00
Description	Provision of comprehensive cleaning service including equipment and consumables at the Orthotic and Prosthetic Centre, Pinelands for 3 years					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT						
Offices M9 Building on the Premises of Karl Bremer Hospital						
c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville, 7530						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
Contact person	Mr Therlo Apollis		Contact person	Ms Benitha Malgas		
Telephone no	(021) 834 9006		Telephone no	(021) 531 5300		
E-mail address	rashaad.matthews@westerncape.gov.za		E-mail address	benitha.malgas@westerncape.gov.za		
SUPPLIER INFORMATION						
Name of bidder						
Postal address						
Street address						
Telephone no	Code		WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING BID OPENED @ 11:00 28 AUGUST 2026 1)..... 2) SIGNED SIGNED			
Cellphone no						
Facsimile no	Code					
E-mail address						
VAT registration no						
Supplier compliance status	Central Supplier Database no	MAAA				
B-BBEE status level verification certificate	[Tick applicable box] ☐ Yes ☐ No	B-BBEE status level sworn affidavit	[Tick applicable box] ☐ Yes ☐ No			
If yes, was certificate issued by verification agency accredited by SANAS (SA National Accreditation System)		[Tick applicable box] ☐ Yes ☐ No				
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED WITH A COMPLETED WCBD6.1 FORM TO QUALIFY FOR B-BBEE PREFERENCE POINTS						
Are you the accredited representative in South Africa for the goods/services/works offered?	☐ Yes ☐ No [if yes, enclose proof]	Are you a foreign-based supplier for the goods/services/works offered?	☐ Yes ☐ No [If yes, answer part B3]			
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
Is the entity a resident of the Republic of South Africa ('RSA')?			☐ Yes	☐ No		
Does the entity have a branch in the RSA?			☐ Yes	☐ No		
Does the entity have a permanent establishment in the RSA?			☐ Yes	☐ No		
Does the entity have any source of income in the RSA?			☐ Yes	☐ No		
Is the entity liable in the RSA for any form of taxation?			☐ Yes	☐ No		
IF THE ANSWER TO ALL OF THE ABOVE IS "NO", IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS); OTHERWISE REGISTER AS PER 2.2 BELOW.						

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION REQUIREMENTS
1.1	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.2	All bids must be submitted on the official, not re-typed, forms provided, or in the manner prescribed in the bid document.
1.3	This bid is subject to the preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
1.4	The successful bidder will be required to fill in and sign a written contract form, WCBD7.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.3	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID.
2.4	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.2 ABOVE.
2.5	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." IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACT
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/COMPLY WITH ANY OF THE ABOVE REQUIREMENTS MAY RENDER THE BID INVALID.
SIGNATURE OF BIDDER:	
CAPACITY IN WHICH THIS BID IS SIGNED:	
(Please submit proof of authority, e.g. company resolution, that bid signatory has been mandated to sign the bid in his/her capacity as the authorized representative of the organization.)	
DATE:	

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

28 AUGUST 2026

1)..... 2)
SIGNED SIGNED

WCGHSC0369/2/2026 FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES AT THE ORTHOTIC AND PROSTHETIC CENTRE, PINELANDS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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NOTE: Please index the required annexures in the order as above and add them after the last documents in your bid offer with page separators in between. Please insert any other compulsory forms (Tax clearance certificates, BBBEE certificates, etc.) where they are specified or requested in the bid document.		

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00
28 AUGUST 2026

1) 2)
SIGNED SIGNED

DEFINITIONS

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

Authority	Representative(s) from the end-user institution authorized to instruct the service-provider about specified and agreed contract requirements. Authorized persons for the purpose of this bid may include the Head of the Orthotic and Prosthetic Centre, the Administrative Officer, Finance and their delegated officials.
Bid	A written offer, in prescribed format, from a prospective service-provider, to provide services to an end-end-user.
Bidder	An organization/individual who completes and submits a bid subject to all the terms and conditions embodied in the bid.
Check call	Routine communication to verify the location and status of cleaners on duty and to report any deviations from contract conditions
Cleaner	A person employed by a cleaning service-provider to carry out cleaning and other related functions. General assistant will bear the same meaning as cleaner.
Cleaning	The appropriate cleansing, treating and maintenance of designated furniture, fixtures, windows and soft and hard floor surfaces through dusting, sweeping, vacuuming, washing, polishing, buffing, stripping and sealing where applicable, both daily and bi-annually as required.
Cleaning Manager	Also called 'co-ordinator' or 'representative'; the member of the service-provider's management team designated to liaise with the Orthotic & Prosthetic Centre about contract and contract- related services
Conditions	All conditions and procedures specified which may affect the legal aspects of the bid or contract.
Contract	A legal, binding document and agreement resulting from the acceptance of a bid, including the full attached documentation, as well as the conditions contained in the General Conditions of Contract ('GCC'), which form the basis of the agreement resulting from the acceptance of a bid.
Contractor/Service-provider	The successful bidder/cleaning service-provider/cleaning business by whom the services specified will be provided subject to all the terms and conditions embodied in the contract.
Contract manager	The appointed representative from the Orthotic & Prosthetic Centre assigned to review project effectiveness, compliance and monitoring the services.
End-user	The institution that requires provision of a specialized outsourced service to fulfil a need for which it does not have the in-house capacity, and who retains the services of a service-provider to carry out such service in accordance with an agreed contract.
Equipment	All furniture, fixtures, fittings, appliances, or any other item of equipment which the service-provider might reasonably require in the performance of its duties.
Etcetera (abbreviated etc)	Meaning 'and the rest', 'and others', 'and so forth': used at the end of a list to indicate that other items of the same class or type should be considered or included.
Facility	The end-user's premises/site where the service-provider will perform the duties under the provisions of the bid. For the purposes of this bid, 'facility' will refer to the Orthotic and Prosthetic Centre, where the service will be provided.
General Conditions of Contract	An explanatory annexure which forms part of the bid specification, detailing the general rights and obligations of entities conducting business with government.
Institution	Hospitals and associated health facilities under the control of Western Cape Government Health and Wellness including the Orthotic and Prosthetic Centre who are participants in a bid and on whose behalf certain services are arranged.

DEFINITIONS	
For the purpose of the description, financial implications, bid conditions, conditions of bid and contract, bid specifications and annexures, the definition of words below will apply.	
Interpretation	Words referring to the singular also include the plural and vice versa, where required by the context. Any gender includes the other. Reference to a person includes all entities, e.g. corporations, associations, partnerships, close corporations, government or local authorities and other legal and natural persons.
Management staff	Any management staff provided by the service-provider for the duration of this agreement.
Mandatory	A term which denotes an obligation (also will/should and must) or legal requirement.
May (<i>aux verb</i>)	An expression of discretion (option) or contingency, especially in clauses indicating condition, concession, purpose, result, etc.
Orthotic & Prosthetic Centre	Abbreviated as 'OPC' , this institution resides under the Western Cape Rehabilitation Centre and manufactures customized rehabilitative orthotic corrective and assistive devices (calipers, built-up shoes, various braces, hand & foot orthoses) and prosthetics (artificial limbs) for clients referred by physiotherapists and occupational therapists at institutions. There are no wards for patient admissions; clients are seen on appointment.
Polish (<i>noun</i>)	Usually a petroleum-based/synthetic high-solid wax paste/liquid suitable for providing a dust-repellent sheen to porous or semi-porous furniture and floor-surfaces.
Post/service/point of duty	A designated place or workstation where or from where prescribed duties are performed and controlled.
Sealer/ dressing	A non-ammonia based dry, clear (bight) or buffable polymer-synthetic wax emulsion with not less than 25% built-in solids applied to resilient floors to enhance its appearance and facilitate cleaning of spills, scuffmarks etc.
Service	The outsourced provision of a cleaning service at the OPC in accordance with the specified duties, responsibilities and conditions detailed in this document.
Service-provider	The successful bidder/service-provider by whom the specified service will be provided subject to all the terms and conditions embodied in the bid.
Service-provider's staff	Staff responsible for performing the specified duties according to the scope of services required for the contract.
Site instructions	An operational document detailing specific duties and conditions of the contract (generic and specific).
Specification	A document detailing proposed services for the contract.
State, Government, Department	The Republic of South Africa and/or Government Department/Western Cape Government Health and Wellness, according to the context of the sentence in which it appears.
Status quo	The condition/state of affairs of the bidder and bidding organisation at the date of bid.
Stripper	A non-ammonia-based detergent that allows the removal of dumpings and polishes on floor surfaces by breaking down the binding properties in these products.
Supervisor/controller	The person designated to manage a control room or command post and to report any variations in on-duty staff.
Validity period	Period when a bid is valid, during which it is expected to be evaluated, recommended and concluded. Validity dates can be extended in agreement with bidders if bids are not concluded within the pre-determined validity period.
Western Cape Government Health and Wellness	Abbreviated as 'WCGHW', previously known as the Department of Health, Western Cape Government, this is the provincial government body who invited the bid, under whose control all Orthotic & Prosthetic.

WCGHSC0369/2/2026 FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES AT THE ORTHOTIC AND PROSTHETIC CENTRE, PINELANDS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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

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

Para	Section 1: Introduction	Details of offer
1.1	SCOPE AND OVERVIEW	
1.1.1	This specification establishes the requirements for the provision, operation and management of a continuous cleaning service at the premises of the Orthotic and Prosthetic Centre, Pinelands ('OPC') for a 3-year period , in accordance with the requirements described further on in this document.	
1.1.2	The service must be of the highest standard , provided by appropriate numbers and levels of trained cleaning staff in, and must include: - regular, scheduled daily, weekly and quarterly cleaning, - monthly deep-cleaning of designated areas, and - provision of cleaning equipment/consumables, all at the service-provider's expense.	
1.1.3	The contract will be awarded based on information furnished by the successful service-provider in this document , and available in the public domain (<i>inter alia</i> the Central Supplier Database) at the time, which position (<i>status quo</i>) must be maintained by the service-provider for the contract's duration .	
1.1.4	If there are any changes in the service-provider's position , the OPC must be informed immediately, however, material differences in its status from the start of the contract may result in remedial action by the OPC.	
1.1.5	Depending on its operational needs , the OPC reserves the right to either increase or decrease the number of cleaning staff permanently during the contract term, by giving 3 months (90 days) prior written notice of its intention. The resulting increased or decreased contract cost will be calculated proportionally and negotiated with the service-provider before implementation.	
1.1.6	Similarly, if the OPC's available funds should result in an increase or decrease of the service-area , the contract cost may be adjusted pro-rata by mutual consent .	
1.1.7	WCGHW promotes Sustainable Public Procurement , and preference will be given to bidders who demonstrate support for, and compliance with, the sustainability objectives for cleaning materials and packaging detailed in para 2.4 , in addition to measures not specified relating to other aspects of their service.	
1.2.	VALIDITY PERIOD	
1.2.1	This bid will be valid for 120 days from the closing date. If a bidder withdraws his offer during this period, and a less favourable bid must be accepted as a result, the bidder will be liable to compensate the OPC .	
1.3	CONTRACT PERIOD	
1.3.1	This contract between WCGHW and the service-provider will become effective for 3 years from the day on which it is signed , or the first day of the following month, unless otherwise provided in the contract.	
1.3.2	The contract will end on the last calendar day of the 36th month after the commencement date, with the option to extend the contract for a period determined by WCGHW if required, after which fresh bids will be invited.	
1.4	GENERAL	
1.4.1	The bid will be subject to the General Conditions of Contract (GCC) of which a copy is included in the bid documents for the information of bidders. The successful bidder must accept the terms and conditions of the GCC.	

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Para	Section 2: Service Specification	Details of offer
2.1	PREMISES AND EQUIPMENT	
2.1.1	Duties and obligations of the OPC	
2.1.1.1	Before the contract award , the OPC reserves the right to conduct site visits at the premises of compliant bidders/ and or to sites that they are servicing, to assess bidders' capacity and ability to provide the service satisfactorily.	
2.1.1.2	After the contract award , the OPC will appoint a Contract Manager to act as operational liaison with the service-provider's Cleaning Manager to provide a structure for daily communication, quality control , and the escalation of urgent issues , e.g. floods, spills etc. (Also see para 4.2).	
2.1.1.3	During the contract term , the OPC's Contract Manager will determine when monthly and ad hoc meetings will be held with the service-provider and other stakeholders , <i>inter alia</i> to monitor performance, resolve challenges, etc. the OPC's Contract Manager will also accompany the service-provider's Cleaning Manager on inspections of the premises every 2 weeks .	
2.1.1.4	the OPC will provide all necessary lighting, electrical power , hot and cold water and any other resources that may be required for the provision of the cleaning service free of charge .	
2.1.1.5	The OPC will ensure that any of its capital equipment or additional cleaning equipment that may need to be used by the service-provider in the course of his duties is maintained , serviced and functional .	
2.1.1.6	The OPC will provide on-site furnished staff accommodation including a tearoom, changeroom, bathrooms/toilets and a storeroom for safekeeping of the service-provider's equipment and consumables. (Also see para 2.3.1)	
2.1.1.7	The OPC will supply toilet paper, hand towels, hand soap and small clear bags for all the bathrooms/toilets on the premises that must be cleaned by the service-provider.	
2.1.2	Duties and obligations of the service-provider	
2.1.2.1	The service-provider must possess, maintain and carry the cost of its own telecommunication and information technology facilities to manage the service efficiently, which includes maintenance cost, safety expenses, network and equipment costs.	
2.1.2.2	To perform the specified service to an acceptable standard , the service-provider will supply and maintain at his own cost (unless otherwise specified): - all the necessary cleaning materials , cleaning agents and accessories at sufficient stock levels, and - all the essential cleaning equipment in good working order . (Also see para 2.4).	
2.1.2.3	The service-provider must substitute any faulty/ malfunctioning equipment, electrical equipment in particular, immediately and temporarily while it is removed off-site for repairs , or replace irreparable equipment.	

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Para	Section 2: Service Specification	Details of offer
2.2	USE & CONTROL OF PREMISES	
2.2.1	Cleaning staff accommodation	
2.2.1.1	The OPC will provide the following facilities and amenities to contract cleaning staff free of charge in terms of Facilities Regulations Notice R924 which requires the provision of proper facilities to workers for taking beverages, changing clothes, storing possessions safely and making ablutions. In addition, the OPC will provide a suitable secure space for the storage of cleaning equipment and consumables.	
Table 1	Cleaning staff facilities & amenities	
1.	Tearoom	
2.	Changeroom	
3.	Bathrooms/toilets	
4.	Storeroom	
2.2.1.2	Cleaning staff accommodation will be staffed, controlled, managed and supervised by the service-provider , and a supervisor will be on duty at the tearoom, changeroom and storeroom whenever they are open.	
2.2.1.3	The service-provider will provide staff, services and consumables at own cost to keep these areas clean and hygienic .	
2.2.1.4	The service-provider will supply lockers for the safekeeping of cleaning staff's possessions and will display sufficient notices advising staff of the use of these lockers at their own risk .	
2.2.1.5	The service-provider will be responsible for the security of the cleaning staff accommodation, safekeeping of OPC property in these areas while they are open, and implementing controls to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings.	
2.2.1.6	The OPC will be responsible for maintaining the cleaning staff accommodation upon reporting of maintenance issues (e.g. leaking taps, faulty lightbulbs, blockages, locks, broken sanitary ware) to the OPC Contract Manager .	
2.2.1.7	Cleaning staff accommodation will only be used , where appropriate, for changing and property safekeeping as described in the Regulations, and not as a rest room, dining room (consuming meals or snacks), recreation room (playing games) or meeting room . No smoking will be allowed in these areas and fines will be issued to service-provider's staff guilty of non-compliance.	

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Para	Section 2: Service Specification	Details of offer
2.2	USE & CONTROL OF PREMISES (continued)	
2.2.2	OPC premises	
2.2.2.1	Although the service-provider's staff will have full access to all areas that require cleaning subject to the conditions of this bid, including surrounding buildings and facilities where applicable, the service-provider's access will be limited to those areas.	
2.2.2.2	The service-provider will not use the designated premises for any purpose other than cleaning services under the conditions of this bid and will not make any structural changes /alterations/additions to the existing premises without the OPC's prior written authority .	
2.2.2.3	The service-provider will use all fixtures, equipment, electricity, material and supplies, or allow these to be used, economically, only for the purpose for which they are provided , according to their directions for use.	
2.2.2.4	The service-provider will not remove any OPC equipment or property from the premises or location where it is kept and must safeguard all OPC equipment and property in its care from unauthorised use, damage, destruction, or loss .	
2.2.2.5	The service-provider will be responsible for any wilful or negligent damage to the building , or damage, destruction, or loss of OPC equipment or property resulting from unauthorised use or negligence while in the service-provider's care, fair wear and tear excepted.	
2.2.2.6	Not only will the service-provider undertake to replace any damaged, destroyed, lost or stolen equipment or property in its care, notwithstanding the cause and fair wear and tear excepted, but the OPC will determine the replacement value of such items in consultation with the service-provider and will also withhold such cost from any payment due to the service-provider.	
2.2.2.7	The OPC's Contract Manager/authorised representative , accompanied by the service-provider's Cleaning Manager , will have reasonable access at all times to the facilities and equipment, material and supplies used by the service-provider. Access requested in writing by the OPC management may not be refused for functional, control or inspection purposes, which include <i>inter alia</i> : - to monitor compliance with the contract conditions and specifications, - to establish if the premises, equipment, fixtures, electricity, material and supplies are being used in accordance with these conditions - to conduct inventory control of fixtures, equipment, etc., and - for any other reasonable purpose related to contract conditions or the wider interest of WCGHW.	
2.2.2.8	Any item of OPC property found/ recovered by the service-provider's staff from the premises in the course of their duties must be returned immediately to the authorized OPC representative .	
2.2.2.9	The service provider will be answerable to any claim arising from fatal or non-fatal injury , proven to have been caused by negligence on the part of the service-provider or his staff, of any person present legitimately on the OPC's premises.	

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Para	Section 2: Service Specification	WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 28 AUGUST 2026 1) 2) SIGNED SIGNED	Details of offer
2.3	STAFF MANAGEMENT AND TRAINING		
2.3.1	Staff management		
Table 2	Cleaner’s profile		
No	Requirement		
1.	A South African citizen , and if not , possess a valid work permit		
2.	Able to speak, read and write at least 2 of 3 Western Cape official languages .		
3.	Cleared by South African Police Services to confirm no criminal record		
4.	Able to work independently		
2.3.1.1	For the efficient operation of the specified on-site service to the OPC’s satisfaction , the service-provider must supply appropriate numbers of only locally based cleaning personnel , including relief staff in designated positions to substitute staff that are absent, ill or on leave , and will be responsible for their overall management and supervision .		
2.3.1.2	The workforce will comprise cleaners performing the required cleaning duties and sufficiently skilled on-site cleaning supervisors directing the cleaners, planning , and monitoring their work and standards, and maintaining discipline . If practically possible, the service-provider will submit a list of cleaning and relief staff employed full-time for the contract’s duration .		
2.3.1.3	Wages paid by the service-provider to supervisors and cleaners must not be less than the minimum wage for the category of employees determined and gazetted by the Department of Labour from time to time. Bidders will furnish proof that the salaries/wages paid to employees comply with this condition.		
2.3.1.4	Before the service commences and after consultation with the OPC’s Contract Manager, the service-provider must submit detailed descriptions of all activities carried out by each post , which will become the basis of a site-procedure manual for that post. One week before the service starts, the service-provider must also submit a list for each posting with full particulars of all cleaners to be deployed.		
2.3.1.5	At the start of each month the service provider must submit a comprehensive roster of all shifts for the month to the OPC. For each shift, the roster must detail names and surnames, numbers and categories of cleaners and their points of deployment , as well as cleaners’ days off , and the names, surnames and points of deployment of relief staff .		
2.3.1.6	The service provider must maintain a daily register for signing-in and signing-off times in areas of deployment to control and monitor the timekeeping of its staff. The hours recorded must be reconciled and copies attached to all invoices .		
2.3.1.7	Before any shift , cleaners must be inspected and then posted to their points of deployment according to the duty roster. The service provider must inform the OPC immediately of any daily change(s) to the roster and the reason(s) . No other person will replace or relieve any of the service-provider’s employees at any time . The service-provider will discuss any problems that may arise with the OPC .		
2.3.1.8	During shifts , the service-provider must ensure the continuous deployment of required numbers of cleaners at each specified posting . Cleaners may leave their point of duty only during tea and lunch breaks for not longer than 1 hour in total.		

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Para	Section 2: Service Specification	Details of offer
2.3.1	Staff management (continued)	
2.3.1.9	If a cleaner/supervisor fails to perform his/her duties, or if misconduct reports are received, the service-provider must investigate such transgression, including but not limited to absenteeism from the site/ point of duty, alcohol abuse, extended tea/lunch breaks, undermining authority, etc. and submit a detailed written report to the OPC within 24 hours after the incident.	
2.3.1.10	At the request of the Contract Manager , the service-provider must remove the current staff member from the site and replace him/her immediately . The OPC also has the right to request that the service-provider redeploy cleaners to best advantage, either temporarily or permanently .	
2.3.1.11	From time to time the OPC will issue written site instructions to the service-provider who must carry them out on-site accordingly. Such instructions may relate, <i>inter alia</i> , to the following aspects of the outsourced service : - code of conduct - performance standards and deviations - control of services and attendance - timekeeping, including managing attendance registers and lateness - duty lists and duty sheets - uniform and dress standards - equipment handling - lost and found property management - incident reporting - removal from site and/or redeployment of cleaning staff	
2.3.1.12	However, the OPC will not instruct the service-provider's staff to perform any duty that may be detrimental to their health or safety , that is beyond their strength or competence , or that may affect their status or dignity negatively .	
2.3.1.13	For the duration of the contract, the service-provider will ensure that his staff : - comply with all OPC rules and regulations while on-site, - have regard for the nature of their duties and therefore behave as quietly and orderly as practicable while engaged on-site, - cause no unreasonable/unnecessary disruption to the OPC's routine, activities, staff or clients, and - respect the right to privacy and confidentiality of the OPC's clients.	
2.1.3.14	The highest standard of conduct is expected from the cleaning staff and includes compliance with the Western Cape Government's smoking policy . On-site the service-provider's staff must appear professional at all times and must not dawdle, stand or sit idly, eat, drink, smoke or engage in loud conversations while performing their duties.	
2.1.3.15	The envisaged minimum (core) cleaning service staffing levels , determined historically by the institutions and vetted by a duly appointed Bid Specification Committee, are intended to ensure the continuous availability of staff for all shifts, and include relief staff .	

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Table 3 Minimum core cleaning staff levels, weekly hours & shifts			
Number	Post description	Hours & shifts	Total staff
1	Supervisor: male or female	7:00-15h30; daily Mon-Fri; day duty	Supervisor: 1
4	Cleaner: 2 male, 2 female	7:00-15h30; daily Mon-Fri; day duty	Cleaners: 4

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Para	Section 2: Service Specification	Details of offer
2.3	STAFF MANAGEMENT AND TRAINING (continued)	
2.3.2	Training	
2.3.2.1	The service-provider must have at least 2 years' contract cleaning experience and must use only his own on-site trained cleaning staff according to the bid's specified requirements.	
2.3.2.2	Before the contract term starts , the service-provider's cleaning staff to be deployed at OPC must be made available for 1 day of on-site training . During the contract term, cleaning staff must also be accessible for in-service training by OPC personnel to perform special tasks , e.g. handling emergency requests, dealing with domestic waste, etc and similar site-related duties .	
2.3.2.3	In exceptional circumstances , if new cleaning staff are required, they must work an 8-hour training shift at the service-provider's cost before being allowed on duty for a normal shift. No untrained cleaning staff will be allowed to work on-site.	

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Para	Section 2: Service Specification	Details of offer
2.4	PURCHASE AND SUPPLY OF CLEANING REQUIREMENTS	
2.4.1	Chemicals, cleaning agents and consumables	
2.4.1.1	In line with WCGHW's transversal provincial focus on Sustainable Public Procurement , institutions are starting to incorporate alternatives that are less harmful to environmental and human health and have a reduced environmental pollution impact to traditional cleaning products known for harmful components . Such alternatives include biodegradable , biologically based or biologically enhanced cleaning and degreasing products, and may be free of high concentrations of volatile organic compounds .	
2.4.1.2	Bidders are encouraged to include such “ green ” alternatives for some of the items required as part of services contracts, and to support these alternatives with information stating <i>inter alia</i> the percentage recyclable material, chemical components break down, biodegradability etc., from credible , verifiable sources and/or sustainability accreditation where applicable or available.	
2.4.1.3	This focus extends to procuring alternatives to plastic and plastic products and bidders should be mindful of packaging (type and quantity used) and recycling or refilling opportunities where appropriate, to WCGHW's standards.	
2.4.1.4	Before the start of the cleaning service , the OPC and service-provider will agree on a list of chemicals and cleaning agents necessary for the service. The service provider will arrange for the purchase and supply of all consumable products used on-site at his own cost and will ensure the ongoing availability of sufficient stock levels .	
2.4.1.5	All cleaning products supplied and used by the service-provider must comply with the specified quality standards for each product laid down by the South African Bureau of Standards (' SABS ') and will be an approved SABS brand .	
2.4.1.6	All chemicals and cleaning agents must be clearly labelled , CFC-free , packaged and stored in clear or opaque plastic containers with appropriate caps for each chemical, in sizes and volumes most suitable to each chemical/cleaning agent and its frequency of use .	
2.4.1.7	All cleaning consumables used by the bidder must be accompanied by Material Data Safety Sheets for every product , copies of which must be included with the bid offer . Failure to comply with this requirement will lead to disqualification . No Material Data Safety Sheets will be accepted after bid closing .	
2.4.2	Transport	
2.4.2.1	The service provider will provide all suitable and approved transport necessary for the proper execution of its service, and will be fully liable for conveying staff, equipment and consumables to the OPC.	
2.4.3	Waste disposal/refuse removal	
2.4.3.1	The service-provider will place all refuse cleared from OPC's public areas, offices, workshops and bathrooms, including the contract staff changeroom and tearoom in sturdy refuse bags of at least 25-micron thickness , seal these bags with cable ties and place them in the OPC's waste containers for municipal collection .	

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Para	Section 2: Service Specification	Details of offer
2.4	PURCHASE AND SUPPLY OF CLEANING REQUIREMENTS (continued)	
Table 4 Suggested types & standards of cleaning products		
Product	SABS/SANS no	Use/purpose
Dishwashing liquid	SABS/SANS approved	Washing dishes
Bleach	SABS/SANS approved	Disinfecting cloths and surfaces
Neutral detergent	SABS/SANS 892	High dusting and washing walls
Neutral detergent	SABS 0170/SANS 10170	Scrubbing floors
All-purpose cleaner	SABS/SANS 892	Toilet bowls, basins; non-ammonia
Genl-purpose cleaner	SABS/SANS approved	Bumper rails, staircases, etc.
Disinfectant	SABS/SANS approved	Frequently touched surfaces, also toilet bowls, basins, etc
Air freshener	SABS/SANS approved	General use in bathrooms, passages offices, workshops, etc
Oven cleaner	SABS/SANS 1255	Cleaning oven(s) & oven racks
Degreaser	SABS/SANS 1216	Stubborn dirt e.g. greasy build-up, showers
Window cleaner	SABS/SANS approved	Window washing (see cleaning spec)
Brass cleaner	SABS/SANS approved	Cleaning brass fittings (door knobs etc)
Stainless steel cleaner	SABS 6316/SANS 1316?	Cleaning lifts, door frames, etc; no overpowering smell
Paint remover	SABS/SANS approved	Cleaning paint spills, graffiti, etc
Floor sealer/dressing	SABS 0170/SANS 10170	25% or more solid content; polymer
Floor stripper	SABS 0170/SANS 10170	Compatible with sealer; non-ammonia
Floor pads	SABS 0170/SANS 10170	For scrubbing, stripping, buffing floors
Cleaning cloths	SABS/SANS approved	Colour-coded for different cleaning applications
Gloves	SABS/SANS approved	General use
Plastic waste bags	SABS/SANS approved	Clear, red, yellow & green; strong; small, med, large
Any other consumables / chemicals required to provide an efficient, successful cleaning service.		

Table 5	Inventory list - Orthotic & Prosthetic Centre cleaning requirements <i>All items must be colour-coded & include, but not be limited, to-</i>	Details of offer																																																
	<table><tr><th>Equipment</th><th>Min quantity</th></tr><tr><td>Broom</td><td>1/cleaner</td></tr><tr><td>Double-bucket mopping system, including mops & buckets</td><td>3/site</td></tr><tr><td>Duster sweeper</td><td>1/cleaner</td></tr><tr><td>Dusting trolley</td><td>2/site</td></tr><tr><td>Extension lead</td><td>1</td></tr><tr><td>Scrubbing/polishing/buffing machine</td><td>1/site</td></tr><tr><td>Wet & dry vacuum cleaner</td><td>2/site</td></tr><tr><td>Window squeegees with extendable handle</td><td>2/site</td></tr><tr><td colspan="2">Cleaning materials</td></tr><tr><td>Cloths, miscellaneous</td><td></td></tr><tr><td>Dust pans & hand brushes</td><td></td></tr><tr><td>Scourers & sponges</td><td></td></tr><tr><td>Scrubbing brushes &</td><td></td></tr><tr><td>Wire brushes</td><td></td></tr><tr><td colspan="2">Cleaning agents</td></tr><tr><td>Bleach</td><td></td></tr><tr><td>Brass & stainless-steel cleaner</td><td></td></tr><tr><td>Detergent</td><td></td></tr><tr><td>Disinfectant</td><td></td></tr><tr><td>Dishwashing liquid</td><td></td></tr><tr><td>Floor polish, stripper & sealer</td><td></td></tr><tr><td>Stove cleaner</td><td></td></tr><tr><td>Window cleaner</td><td></td></tr></table>	Equipment	Min quantity	Broom	1/cleaner	Double-bucket mopping system, including mops & buckets	3/site	Duster sweeper	1/cleaner	Dusting trolley	2/site	Extension lead	1	Scrubbing/polishing/buffing machine	1/site	Wet & dry vacuum cleaner	2/site	Window squeegees with extendable handle	2/site	Cleaning materials		Cloths, miscellaneous		Dust pans & hand brushes		Scourers & sponges		Scrubbing brushes &		Wire brushes		Cleaning agents		Bleach		Brass & stainless-steel cleaner		Detergent		Disinfectant		Dishwashing liquid		Floor polish, stripper & sealer		Stove cleaner		Window cleaner		
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Para	Section 2: Service Specification	Details of offer
2.5	HYGIENE AND CLEANLINESS OF STAFF	
2.5.1	The service provider will ensure that all cleaning staff members are in good physical health , have sufficient strength to perform their daily duties, and do not have any infectious diseases . The OPC will not be liable for any illness or disease contracted by the service-provider’s staff arising from duties performed in the course of this service.	
2.5.2	Proof of the mandatory vaccination of existing staff against hepatitis B (3 doses 4 weeks apart; booster doses every 5 years) must be provided to the OPC’s Contract Manager at the start of the contract and those of new employees immediately after their appointment . Staff vaccinated less than 5 years ago do not need vaccination. These records must be available at all times for Ideal Hospital and Ideal Clinic verification.	
2.5.3	The service provider will ensure that all staff-members look presentable and are neatly dressed in clean uniforms or protective clothing at all times while on the OPC’s premises. Uniforms must be prominently embossed with the company logo and will be of an equal standard to uniforms worn by OPC staff engaged in similar duties .	
2.5.4	Cleaning staff issued protective clothing by the OPC to wear in specified areas will change into this clothing only when they are on-site and will not leave the unit or OPC premises under any circumstances while wearing clothing that is the OPC’s property	
2.5.5	Each cleaning staff member will be in possession of a service-provider issued photo-identification badge , indicating company name, cleaner’s name, rank and clear photograph, which will be worn and displayed at all times by the staff while on the OPC’s premises.	
2.5.6	The OPC’s Contract Manager will perform a monthly hygiene audit which will measure acceptable hygiene levels. OPC will indicate the areas that require improvement and may conduct a follow-up audit within 48 hours . A fine will be imposed if the service provider fails to implement the suggested improvements during this subsequent audit.	
2.5.7	Apart from monthly hygiene audits, random inspections (spot checks) may also be performed and a fine per incident may be imposed if staff hygiene during these inspections is not found up to standard.	

Table 6 Minimum uniform requirements	
Description	Comments
Disposable headgear, gloves and aprons	Where necessary, for deep-cleaning
Uniform top/shirt/jacket & pants	Skirts optional (cultural preference)
Safety shoes/boots where required, OR Comfortable closed shoes	In accordance with Occupational Health and Safety Act, Act 85 of 1993
Photo identification badges	Must contain photo of wearer, name, ID no & company name. Must be worn at all times.

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Para	Section 2: Service Specification	Details of offer
2.6	PENALTIES	
2.6.1	In addition to general penalties for the non-performance of contract services within specified timeframes to which the OPC is entitled under paragraph 21 and 22 of the General Conditions of Contract ('GCC'), the service-provider will incur the following individual penalties for specification non-compliance:	
Table 7	Infringement	Value of fine
1.	Not adhering to prescribed dress code.	R50.00
2.	Not wearing/displaying photo-ID card	R50.00
3.	Late posting - ≥ 30 minutes after scheduled time (part of 1 hour will count as 1 hour)	R100.00/person
4.	Late posting - ≥ 2 hours after scheduled time	R200.00/person
5.	Sleeping on duty	R200.00/incident
6.	Absent without notice from point of duty	R200.00/incident
7.	Failing to post person/day in designated area	R500.00/person
8.	Posting untrained staff	R500.00/incident

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Para	Section 3: Cleaning specification	Details of offer
3.1	SERVICE REQUIREMENTS	
3.1.1	The comprehensive cleaning service consists of regular , scheduled daily cleaning and refuse disposal in public areas, offices, boardrooms and workshops, and continuous longer interval deep-cleaning in designated areas, maintained at a high standard at all times.	
3.1.2	Besides their routine duties, the service-provider's staff may also be required to perform emergency cleaning (e.g. floods) outside their designated areas of deployment (posting) but within the OPC's premises .	
3.1.3	The Occupational Health and Safety Act, Act no 85 of 1993 and Regulations govern the daily routine cleaning and disinfection processes, which are performed according to a 2-step method .	
3.1.4	Every morning supervisors must mix a disinfectant solution of suitable strength for its required use according to the directions on the Material Data Safety Sheet and distribute it to cleaning staff responsible for the various areas .	

Table 8 Two-step cleaning & disinfection method

Step	Consumables	Process
1	Detergent (e.g. Sunlight Liquid), bucket, cloth	Clean surfaces with detergent & water solution
2	Disinfectant (e.g. Dettol), spray-bottle, cloth	Spray disinfectant solution on surface; wipe with cloth

Table 9 Daily routine cleaning

Area – furniture/fixtures/fittings	Activity	Frequency
Frequently-touched surfaces – fridges, microwaves, door handles	Clean	3 times daily
Ablution facilities - toilets, basins, sinks, wall tiles; check frequently	Clean when necessary	2 times daily
Kitchen areas, excluding crockery & cutlery	Clean	Daily
Designated outside areas – entrances, staff smoking areas, refuse yard	Clean	Daily
Offices – desks, telephones, filing cabinets, computer equipment	Clean & disinfect	Daily
Reception & fitting (consulting) rooms - vinyl & plastic chairs	Wipe with disinfectant	Daily
All carpeted areas	Vacuum	Daily
All other floors	Vacuum and wash	Daily
All areas - wastepaper baskets, bins & other waste containers	Empty	Daily
Any areas – ad hoc reactive service for e.g. accidental spillages etc	Spot clean & sanitise	Immediately

Table 10 Weekly routine cleaning

Area – furniture/fixtures/fittings	Activity	Frequency
Workshop(s) – work benches, chairs	Clean	Weekly
Glass doors	Wash when necessary	2 times or more
Doors, walls and skirtings	Wash	Weekly
Light fittings, shelves, lockers, kitchen appliances etc	Clean	Weekly
All ducts, grills and vents	Clean	Weekly

Table 11 Quarterly routine cleaning & cleaning on request

Area – furniture/fixtures/fittings	Activity	Frequency
All windows & windowsills	Wash inside & outside	Quarterly
Doors, walls and skirtings	High dusted	Quarterly
Store shelving	Clean	On request

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Para	Section 3: Cleaning specification	Details of offer
3.1	SERVICE REQUIREMENTS (continued)	
3.1.4	Certain designated areas need to be deep-cleaned professionally by means of an intensive , heavy-duty cleaning and disinfection process utilising a combination of chemicals , mechanical actions and high-pressure cleaning equipment in hard-to-reach areas continuously throughout the contract term in the following areas:	
Table 12 Routine deep-cleaning		
Area – furniture/fixtures/fittings		Frequency
Outside drains – 8		Monthly
Plaster trap grits - 6		Monthly

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Para	Section 4 - Special Conditions	Details of offer						
4.1.	APPLICABLE DOCUMENTS In addition to the specification and annexures which form part of this bid, prospective bidders are responsible for furnishing the following compulsory bid and evaluation documents in their bid offer where the requirement is stated. Bidders will check the number of the pages and ensure that none are missing or duplicated, as no liability will be accepted for challenges arising as a result.							
4.1.1	Compulsory bid documents							
4.1.1.1	WCBD1 - Invitation to Bid.							
4.1.1.2	WCBD3.2 - Pricing schedules							
4.1.1.3	WCBD4 - Declaration of Interest							
4.1.1.4	WCBD6.1(b) - Preference claim form							
4.1.1.5	Tax Clearance Certificate - Proof of current valid certificate							
4.1.1.6	BBBEE Certificate - Proof of current valid certificate							
4.1.1.7	Annexure A – Occupational Health and Safety Agreement							
4.1.1.8	Annexure B - Company profile							
4.1.2	Compulsory evaluation documents – declaration/affidavit							
(a)	Please answer every question by marking ‘ Yes ’ or ‘ No ’ with an X where applicable. Failure to comply with this requirement, or to provide compulsory evaluation documents listed further on, or acceptable, well-motivated written explanations where deviations occur, will lead to the exclusion of the offer .							
(b)	Where documentary evidence is required, such documents will be either originals or copies of originals certified by a Commissioner of Oaths not older than 3 months , attached to the last page of the bid document. WCGHW will/may verify this information.							
(c)	Only bidders who comply with the following requirements will be considered for acceptance. Bidders are therefore required to declare their compliance at the end of this section.							
4.1.2.1	Bidder’s organisational status ➤ Individual ownership ➤ A company ➤ A close corporation ➤ Partnership ➤ Joint venture	WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 28 AUGUST 2026 1) 2) SIGNED SIGNED						
4.1.2.2	Registration under the Compensation for Occupational Injuries and Diseases Act (COIDA), Act 130 of 1993 Is the bidder registered with the Commissioner for COID?	<table><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr></table>	Yes	No	Yes	No		
Yes	No							
Yes	No							
4.1.2.3	Registration in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations Will the bidder accept full responsibility in terms of Section 37(2) of the Act?	<table><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr></table>	Yes	No	Yes	No		
Yes	No							
Yes	No							
4.1.2.4	Registration for Public Liability Insurance Is proof of current public liability insurance available Please confirm that the insured amount is not less than R5 million	<table><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr></table>	Yes	No	Yes	No	Yes	No
Yes	No							
Yes	No							
Yes	No							

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Para	Section 4 - Special Conditions	Details of offer			
4.1.2	Compulsory evaluation documents – declaration/affidavit (continued)				
4.1.2.5	Registration for Value Added Tax (VAT) Is the bidder VAT registered?	Yes		No	
		Yes		No	
4.1.2.6	Inclusion of an EMP 201 <u>with a payment advice</u> to verify a bidder's registration for Skills Development Levies Act (Act 9 of 1999)	Yes		No	
		Yes		No	
4.1.2.6.1	Pay as you Earn (PAYE)	Yes		No	
4.1.2.6.2	*Unemployment Insurance Fund (UIF)	Yes		No	
4.1.2.6.3	(*In case of future nationwide lockdowns in accordance with the Disaster Management Act, WCGHW cannot be held liable by the successful bidder and/or submit to legal action for UIF payment claims from cleaning staff.)				
4.1.2.7	Experience in providing a cleaning service in the Health Sector Proof of a least 2 years' accumulative contract cleaning experience in a health environment (quotation/contract numbers) must be attached Reference letters and contact details of 2 client/s , attesting to the bidder's ability to provide a professional, punctual, reliable and cost-effective service, a sound accounting process and suitable contingency plans in emergencies are attached.	Yes		No	
		Yes		No	
		Yes		No	

DECLARATION

Name of company/ entity:

VAT registration number:

Company Registration number:

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

Signature:

.....
FULL NAMES: Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date: Place

Business Address:

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

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Para	Section 4 - Special Conditions	Details of offer
4.1	APPLICABLE DOCUMENTS (continued)	
4.1.3	Applicable acts Acts that are applicable to this bid and should be read in conjunction with the specification include, but are not limited to:	
4.1.3.1	The Constitution of the Republic of South Africa (Act 108 of 1996)	
4.1.3.2	The Employment Equity Act (Act 55 of 1998)	
4.1.3.3	The Labour Relations Act (Act 66 of 1995)	
4.1.3.4	The Basic Conditions of Employment Act (Act 75 of 1997)	
4.1.3.5	Occupational Health and Safety Act (Act no 95 of 1993) and regulations	
4.1.3.6	Occupational Injuries and Diseases Act (Act 130 of 1993),	
4.1.3.7	The Food, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972).	
4.2.	BRIEFING SESSION	
4.2.1	All prospective bidders must attend a compulsory information session and site inspection. Failure to attend will invalidate a bidder's offer. No late comers will be allowed.	
4.2.2	Bidders must sign an attendance register at the entrance gates at the information session. The register will be provided at the relevant venues on the meeting day and will be forwarded to the Directorate Supply Chain Sourcing, WCGHW, by the institution after the meeting as proof that the bidder attended the information session and site inspection.	
4.2.3	Date and time: 18 August 2026 @ 10:00am Venue: Board room Orthotic and Prosthetic Centre Forest Drive PINELANDS Contact person: Ms Benitha Malgas Tel no: (021) 531 5300 E-mail: benitha.malgas@westerncape.gov.za	

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Para	Section 4 - Special Conditions	Details of offer
4.3.	BID EVALUATION	
4.3.1	The specification and conditions here and elsewhere in this bid, any documents where bidders were required to respond, and compliance with inherent requirements , such as CSD, will all be considered part of the evaluation of received bids.	
4.3.2	The following factors will be considered during evaluation of this bid: Proof of a least 2 years'accumalative contract cleaning experience in a health environment (quotation/contract numbers) is attached.	
4.3.2.1	Only reputable cleaning service-providers with proof of experience in the provision of cleaning services at facilities similar in size to the OPC will be considered.	
4.3.2.2	The provision of references for similar cleaning services undertaken. Bidders must provide detailed information of their experience in the cleaning industry, acceptable proof of the ability to supply a high service standard and a list of current cleaning contracts with their bid documents.	
4.3.2.3	Neither offers deviating from the specified requirements, nor alternative, qualified, conditional or incomplete offers will be considered . The Department will not be obliged to enter into correspondence with bidders about this condition.	

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Para	Section 4 - Special Conditions	Details of offer
4.4.	PRICING AND VAT	
4.4.1	The bidder undertakes to provide the services specified to the OPC in accordance with the bid prices it has provided according to the requirements in the WCBD1 and WCBD3.2 forms. Under no circumstances, either before or after the award of the bid, will the WCGH negotiate with any party regarding alternative methods of calculating the cost of the service.	
4.4.2	Bid prices must be firm 3-tier prices , where all annual escalations that may be reasonably expected (e.g. labour such as mandatory annual wage increases by the Department of Labour , fuel and transport cost, inflation) have been incorporated into the prices for each year of the contract, and must include VAT. <u>No additional requests for increases will be considered, during the contract term.</u>	
4.4.3	Other annual escalations include adjustments for increases/decreases due to the imposition/abolition/change to any regulatory or legal duty, levy or tax binding on the service-provider which affects the price of any element making up the cost of providing this contract.	
4.4.4	15% VAT is only charged on taxable supplies and does not include exempt supplies (any supply of goods or services made by a taxable person.) It is compulsory for a business entity to register for VAT: - where the value of taxable supplies made in any consecutive 12-month period exceeded or is likely to exceed R1 million; or - where the value of taxable supplies to be made in a 12-month period will exceed R1 million in terms of a written contractual obligation.	
4.4.5	Due to compulsory VAT registration requirements, ALL offers may be subject to VAT . For this bid, bidders who are not yet registered for VAT are required to submit an offer that factors in the possibility that they may need to register for VAT due to the value of the total offer and/or any price adjustments that may follow during the contract period.	
4.5	PAYMENT	
4.5.1	The service provider must submit a valid, original tax invoice for the contract price to the OPC at the end of each month for which the service has been provided. The OPC will endeavour to pay this account within 30 days of receipt.	
4.5.2	Payment will ONLY take place once per month . Payments terms are 30 days of receipt of a valid, dated, original tax invoice . Invoice must be dated after the completion of the specified service .	
4.5.3	OPC will pay the service-provider the all-inclusive quoted price for the services . However, OPC reserves the right to deduct from the monthly payments if the service-provider fails to deliver satisfactory service due to oversight, negligence, or lack of supervision .	
4.5.4	No claims involving additional costs , e.g. levies, transport, insurance, fuel etc. will be considered . Furthermore, no additional fees will be payable for work done after hours, at weekends or on public holidays , unless otherwise specifically stated in the contract.	
4.5.6	If the service area should increase or decrease due to the availability of funds, the quoted price may be adjusted on a pro-rata basis by mutual consent .	

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Para	Section 4 - Special Conditions	Details of offer
4.6	ACCOUNTING	
4.6.1	The service provider must adhere to generally acceptable accounting practices and will maintain all accounting records for the provision of the cleaning service.	
4.6.2	The accounting period will be from the first day to the last day of each month. Accounts received by the OPC for the cleaning service must be remitted within 30 days of receipt of an accurate, certified account . The OPC does not accept responsibility for delays in payment due to the submission of inaccurate accounts.	
4.6.3	The service provider will provide the service on an all-risk basis . The amount claimed from the OPC for cleaning will not exceed the amount in the pricing schedules , forms WCBD3.2 subject to the provisions under Pricing.	
4.6.4	The service provider must furnish the OPC with a document to verify cleaning costs per month. Monthly payment claims must be submitted to the OPC's Contract Manager on the service-provider's official invoices by the 2nd weekday of next month and must be supported by schedules reflecting the work performed during the month and its cost.	
4.6.5	The cleaning service provided and any costs reflected in the accounting schedules must be certified as correct by the OPC's Contract Manager or an appointed and authorized representative, to enable the OPC to monitor and keep account of expenditure.	
4.6.6	At any reasonable time, the OPC, in the capacity of its Contract Manager or other duly authorized person, will be entitled to inspect all the records and documents of the service-provider relating to the provision of the cleaning service (e.g. purchase orders, accounts, invoices etc.).	
4.7	LIAISON, MONITORING & COMMUNICATION	
4.7.1	The OPC will appoint a Contract Manager (contract administrator) and the service-provider will appoint a Cleaning Manager who will form a joint communication link between the OPC and the service-provider. This liaison committee will co-operate closely to facilitate the daily flow of information regarding operational issues between the parties.	
4.7.2	Both Managers must maintain an ongoing communication to monitor the standard and quality of the cleaning service and respond positively to routine operational and technical challenges .	
4.7.3	The OPC Contract Manager will determine monthly and ad hoc meetings with the service-provider and other stakeholders, while a Standing Liaison Forum with identified participants from the OPC and service-provider will be held at least quarterly .	
4.7.4	Control sheets and management reports will be submitted monthly to the OPC Contract Manager, who has the final prerogative to declare that the service-provider's service complies with contractual requirements for procedure and quality .	

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Para	Section 4 - Special Conditions	Details of offer
4.8	PUBLIC LIABILITY AND INSURANCE INDEMNITY	
4.8.1	The service provider will indemnify the OPC and hold it harmless against:	
4.8.1.1	any damage to the OPC's movable or immovable property , any loss resulting directly or indirectly from damage to such property, any act or omission on the part of the service-provider or its staff, or any damage arising from the use and occupation of the OPC's property by the service-provider,	
4.8.1.2	legal liability for any claims that may be made against the OPC arising from damage to movable or immovable property of any third parties, including any damage resulting directly or indirectly from any act or omission on the part of the service-provider or its staff, or any damage arising from the use and occupation of the OPC's property by the service-provider,	
4.8.1.3	legal liability claims in the event of the death, injury or illness of any person, including employees of the OPC or their dependents, or any associated loss resulting or arising from any act or omission on the part of the service-provider or its staff, or any damage arising from the use and occupation of the OPC's property by the service-provider, or	
4.8.1.4	any reasonably incurred legal costs , including attorney and client costs, relating to claims or actions against the OPC arising from any act or omission on the part of the service-provider or its staff, or any damage arising from the use and occupation of the OPC's property by the service-provider.	

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Para	Section 4 - Special Conditions	Details of offer
4.8	PUBLIC LIABILITY AND INSURANCE INDEMNITY (continued)	
4.8.2	For the proper fulfilment of the indemnity, the service-provider will submit proof of the insurance cover held and maintained to cover the risks above as well as the amount of such cover, within 14 days of the date of the letter of acceptance . If the OPC deems this amount insufficient , it reserves the right to request the service-provider to increase the cover at his expense to the value determined by the OPC.	
4.8.3	This bid will be accepted on condition that the OPC may terminate the agreement in its sole discretion and without prejudice to any other rights it may have, if the service-provider fails to submit proof of the insurance cover required above. The service-provider will be liable for any damage which the OPC may sustain due to the termination of the contract and the appointment of another service-provider.	
4.8.4	If the service-provider fails to pay the premiums required to maintain the insurance cover, an equivalent amount will be deducted from its monthly service account to ensure that cover is maintained.	
4.8.5	The service-provider will be responsible at all times for the acts or omissions of employees , e.g. unlawful unrest, assault, injury, death etc while engaged in duties performed in accordance with the scope of the service	
4.8.6	The service-provider indemnifies and holds WCGHW blameless against damage to or loss of WCGHW property and any third party that may be involved.	
4.9	SECURITY	
4.9.1	The service-provider must supply a list with the names of all staff involved with the cleaning service to the OPC's Contract Manager for security purposes. Any personnel changes must be reported in writing to the Contract Manager, who will inform OPC security in turn. Unidentified staff and staff whose names do not appear in the security section's records will not be allowed access to the OPC. Contract staff may be subjected to random searches .	
4.9.2	The service-provider will ensure that his staff complies with the safety and security directives applicable to the WCGHW. No information concerning WCGHW, the OPC, its staff, clients or any of its activities may be disclosed to the public or the media by the service-provider's staff.	
4.9.3	The OPC reserves the right to notify the Service Provider in writing to remove any cleaning service staff -member it views as a threat to the security, health or safety of the OPC staff and clients , who transgresses any OPC policy, divulges any detail of the OPC's staff, clients or activities, engages in horseplay, is disorderly, disruptive, under the influence of alcohol or other substances or whose presence on-site is undesirable, without prejudice to the service-provider's right to screen personnel prior to employment. The service-provider may not continue to use this/these staff-member(s) for the contract and must terminate his/her/their employment at the OPC within one month of receipt of the OPC's written notification .	

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Para	Section 4 - Special Conditions	Details of offer
4.10	FIRE AND SAFETY PRECAUTIONS	
4.10.1	The service provider will ensure compliance with the provisions of the Occupational Health and Safety Act, No. 95 of 1993 , and regulations.	
4.10.2	The service-provider will report any hazardous situation in writing to the OPC. Similarly, the OPC will report any hazardous situations that require the service-provider's attention to the service-provider in writing through the Health and Safety Committee structures . The OPC management will review the situation and determine a course of action.	
4.10.3	The service provider will ensure that all staff under his control are trained in Health and Safety procedures , including fire training, that they know the fire drill procedures of the OPC and are aware of the locations of fire extinguishers on the premises. The service provider must be familiar with the OPC's Major Incident Plan a copy of which will be provided to the service provider.	
4.10.4	Fire extinguishing equipment in the service-provider's designated operational areas must be recorded on his inventory schedule, however, the OPC will maintain this equipment and ensure that it is in good working order.	
4.10.5	The service provider must ensure that all electrical appliances used in the execution of the contract, and for which he is responsible, are in good working order , will not trip the earth leakage system of the OPC or pose a fire hazard to any person, property or premises.	
4.10.6	Any power disruptions caused by the service-provider's faulty equipment can have severe and adverse effects on the operation of the OPC. The service provider will be liable for any claims and damages incurred in this way.	
4.11	INDUSTRIAL ACTION, UNREST AND FORCE MAJEURE	
4.11.1	The service provider will be liable for the provision of the cleaning service irrespective of the effect of industrial action and/or unrest on management staff and cleaning staff it employs.	
4.11.2	During industrial action and/or unrest the service-provider's staff will be present on the OPC's premises at their own risk . The OPC will not be liable for any damage to property or equipment of the service-provider or his staff, or injury to or death of the service-provider's staff. The service-provider will indemnify the OPC against such damages or claims and legal costs including attorney and client costs.	
4.11.3	Should the service-provider's staff embark on a strike/industrial action/organised labour activity they will not be allowed onto the OPC's premises.	
4.11.4	If the premises used by the service-provider to provide the cleaning service should become either partially or completely inaccessible due to force majeure (Act of God, e.g. floods, windstorms) or fire damage , the OPC and the service-provider will agree mutually on methods to continue the service as best as possible.	

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

WCGHSC0369/2/2026 FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES AT THE ORTHOTIC AND PROSTHETIC CENTRE, PINELANDS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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Para	Section 4 - Special Conditions	Details of offer
4.12	DISTURBANCES	
4.12.1	The service provider will not facilitate access to, or allow any activity, person or vehicle on the premises of the OPC that could pose a disturbance, inconvenience, public nuisance or danger to staff, clients or property. Noise levels must be limited as far as practically possible.	
4.13	RESTRICTIONS	
4.13.1	The OPC reserves the right, within reason, to implement such regulatory measures as it may deem necessary to maintain hygiene standards, safety and order on the premises. If the service provider fails to comply with these measures despite written notification by the OPC, its non-compliance may be considered breach of contract .	
4.14	PROMOTIONAL AND ADVERTISING MATERIAL	
4.14.1	The service-provider may not display any promotional sign, poster, nameplate, article or object with its name or logo in the OPC or on the OPC's premises, without the written approval of OPC's operational manager or his representative. The OPC reserves the right to remove any such undesirable item at the service-provider's cost.	
4.14.2	Neither the service-provider nor his staff will be entitled to distribute any article free of charge, to offer any article for sale, or to sell any article on the OPC premises.	
4.15	TRANSFER AND CESSION	
4.15.1	The service-provider must be the sole provider of the cleaning service. The use of sub-contractors will not be allowed without the prior written permission of WCGHW. If sub-contracting is unavoidable, the relevant paragraphs of preference claim form WBCD6.1(b) will apply.	
4.15.2	The service-provider will not cede, transfer, sell or alienate the contract or a part of it in any way to any other person or company during the first 3 months of the contract without obtaining prior written permission from the WCGHW, and on condition that the cessionary complies with all requirements of this contract.	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00 28 AUGUST 2026	
1)	2)
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WCGHSC0369/2/2026 FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES AT THE ORTHOTIC AND PROSTHETIC CENTRE, PINELANDS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

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Para	Section 4 - Special Conditions	Details of offer
4.16	BREACH AND TERMINATION	
4.16.1	Should either party commit a breach of this contract's provisions and fail to remedy that breach within 14 days after receipt of a written notice, the non-defaulting party, without prejudice to any other right it may have as a result of the breach, will be entitled to cancel the contract with the other party upon written notice to the address in the contract. The parties agree that the provision of paragraph 23 of the GCC will apply in that event, if it is not conflict with the contract.	
4.16.2	The service-provider's right to use or occupy any part of the premises or use any equipment of the OPC will cease on termination of the contract. The service-provider will leave the OPC premises in the same condition in which it was found at the start of the contract, fair wear and tear excepted.	
4.16.3	The OPC will be entitled to determine the value of any missing items in collaboration with the service-provider, and to deduct the amount of the value or reduced value of such items from any amount due to the service-provider.	
4.16.4	The OPC will give the service-provider 3 months prior written notice of its intended closing if it should be closed permanently for any reason and will reserve the right to terminate this agreement with the service-provider at the time of closing.	
4.16.5.1	The service-provider agrees that the termination of its contract (either when the 3-year term or any extensions have expired) and the commencement of a new service does not constitute a transfer or cession of the service – - either in the legal sense, or - as contemplated in paragraph 16.16 of the Accounting Officer's System for Procurement, Supply Chain and Asset Management issued by the Accounting Officer in terms of section 44(1) and 44(2) of the PFMA, 1999 under Supply Chain Management Instruction 1/2026 and effective from 1 April 2026, and subsequent amendments.	
4.16.5.2	As such, Article 197 of the Labour Relations Act (Act 66 of 1995) and subsequent amendments of the Act cannot be invoked to compel the incoming service-provider to transfer and permanently appoint any or all of the outgoing service-provider's staff on its establishment.	
4.16.5.3	If members of the outgoing service-provider's staff wish to remain in service due to logistical considerations (e.g. living in the area), the incoming service-provider may offer employment contracts to such staff, subject to conditions that are similar or better than those of the outgoing service-provider, without interference or obstruction from the outgoing service-provider.	
4.16.6	The service-provider agrees that the premises may be viewed by prospective bidders accompanied by the OPC's Contract Manager at any reasonable time during the last 6 months of the duration of the contract.	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
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Para	Section 4 - Special Conditions	Details of offer
4.17	DISPUTE RESOLUTION	
4.17.1	Mediation	
4.17.1.1	Any dispute arising from or relating to this contract may be referred to a mediator without legal representation by the parties.	
4.17.1.2	The dispute will be heard by a mediator selected by agreement between the parties at a place and time he/she has determined in consultation with the parties.	
4.17.1.3	If the parties cannot agree on a particular mediator within 5 calendar days after agreeing to refer the matter for mediation, the serving President of the Law Society of the Cape of Good Hope will nominate a mediator within 10 calendar days after the parties' failure to agree.	
4.17.1.4	The mediator at his/her sole discretion will determine whether the referral will be made by written or verbal representations , on condition that he/she will consult with the parties about this determination and be guided by their mutual and reasonable desire of how the representations should be made.	
4.17.1.5	The parties will have 14 calendar days to finalize their representations. Within 14 calendar days of receiving the representations, the mediator will provide a written opinion on the matter and furnish each party with a copy, by hand or by registered post.	
4.17.1.6	The mediator's opinion will be final and binding on the parties unless a party is unwilling to accept it. Should this happen, the unwilling party may institute legal proceedings in a court with appropriate jurisdiction, unless the parties agree to refer the dispute to arbitration . The mediator's opinion will not prejudice the rights of either party in any way if either legal proceedings or arbitration should ensue.	
4.17.1.7	The mediator will determine the cost and liability for mediation , which will be due and payable to the mediator on presentation of his/her written account.	
4.17.2	Arbitration	
4.17.2.1	Any dispute arising from or relating to this contract may be referred to arbitration.	
4.17.2.2	According to the provisions of the Arbitration Act, No. 42 of 1965, arbitration will be held in Cape Town with the intention that it be concluded within 14 calendar days where possible.	
4.17.2.3	Unless otherwise stated here, if the disputed matter is - - primarily a legal matter, the arbitrator will be a practising senior advocate of the Cape Bar ; - any other matter, the arbitrator will be an independent, suitably qualified person mutually agreed upon by the disputing parties.	

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Para	Section 4 - Special Conditions	Details of offer
4.17.2	Arbitration (continued)	
4.17.2.4	If parties cannot agree whether the question in dispute falls under (a) or 3(b) above and/or on a particular arbitrator within 7 calendar days after agreeing to refer the dispute to arbitration, the serving Chairperson of the Cape Bar Council will: - determine whether the question in dispute falls under 3(a) or 3(b); and/or - appoint an arbitrator from two arbitrators nominated by each party within 7 calendar days after the parties' failure to agree.	
4.17.2.5	The arbitrator will provide his/her decision within 14 calendar days after the completion of arbitration. He/she may determine that the arbitration costs be paid either by one or both parties and at a rate he/she considers appropriate.	
4.17.2.6	The arbitrator's decision will be final and binding and may be made an <u>order of the Western Cape High Court</u> , Cape Town on application by either party.	
4.18	GENERAL	
4.18.1	Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, WCGHW. WCGHW reserves the right, in its sole discretion: - to withdraw any services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party; accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process, - to amend the bid process, closing date or any other date at its sole discretion, - to cancel the bid or any part of the bid before the bid has been awarded, - not to accept the lowest or any other bid and to accept the bid which it deems will be in the best interest of the Department, - not to award the bid to the highest points or lowest price, - to reject all responses submitted and to embark on a new bid process.	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
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PRICING SCHEDULE (SERVICES)

WCGHSC0369/2/2026 FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES AT THE ORTHOTIC AND PROSTHETIC CENTRE, PINELANDS UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A 3-YEAR PERIOD

NAME OF BIDDER: _____

BID NUMBER **WCGHSC0369/2/2026**

CLOSING TIME : 11:00 ON FRIDAY.

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

ITEM	QTY	DESCRIPTION OF PRODUCT				BID PRICE IN RAND INCL VAT		
1.		TOTAL COST OF CLEANING SERVICE AT OPC, PINELANDS: <u>Breakdown of cost contributors. The sum of costs under item 1.1 and 1.2 must amount to the total cost of service under item 1.3.3.</u>				TOTAL COST OF SERVICE		
1.1		SALARIES AND WAGES: <i>Price/month must include latest minimum wage rate published in the Government Gazette. Non-compliant bids will not be considered.</i> Annual labour cost increases must be projected into yr 2 and 3 as no increases will be considered during the contract term.						
						LABOUR COSTS		
		Wage component/person	Genl worker	Supervisor	Cost/mnth	1st year	2nd year	3rd year
		Hourly rate	R.....	R.....	R.....	R.....	R.....	R.....
		Daily rate	R.....	R.....	R.....	R.....	R.....	R.....
		Weekly wage cost (40 hrs)	R.....	R.....	R.....	R.....	R.....	R.....
		Leave provision	R.....	R.....	R.....	R.....	R.....	R.....
		Sick leave	R.....	R.....	R.....	R.....	R.....	R.....
		Family responsibility leave	R.....	R.....	R.....	R.....	R.....	R.....
		Provident Fund	R.....	R.....	R.....	R.....	R.....	R.....
		Bonus	R.....	R.....	R.....	R.....	R.....	R.....
		UIF	R.....	R.....	R.....	R.....	R.....	R.....
		COVID/WCA	R.....	R.....	R.....	R.....	R.....	R.....
		Training SDL	R.....	R.....	R.....	R.....	R.....	R.....
		Total labour/person	R.....	R.....	R.....	R.....	R.....	R.....
		Staff for day & night shift	R.....	R.....	R.....	R.....	R.....	R.....
		Total labour/month			R.....			
		SUB-TOTAL: SALARIES AND WAGES				R.....	R.....	R.....
1.2		OVERHEADS AND OTHER COSTS: List the non-staff related portion of the contract price, which comprises equipment, cleaning material, staff vaccinations, transport, etc. and profit for 3 years.						
						OVERHEADS AND OTHER COSTS		
		Item description			Cost/month	1st year	2nd year	3rd year
		Equipment			R.....	R.....	R.....	R.....
		Cleaning materials (brooms, dust pans, etc.)			R.....	R.....	R.....	R.....
		Chemical supplies			R.....	R.....	R.....	R.....
		Other overheads & profit (specify)				R.....	R.....	R.....
					R.....	R.....	R.....	R.....
					R.....	R.....	R.....	R.....
					R.....	R.....	R.....	R.....
					R.....	R.....	R.....	R.....
		SUB-TOTAL: OVERHEADS AND OTHER COSTS				R.....	R.....	R.....
1.3.1		TOTAL SERVICE COST/MONTH INCL VAT				1st year	2nd year	3rd year
						R.....	R.....	R.....
1.3.2		TOTAL SERVICE COST/YEAR INCL VAT				R.....	R.....	R.....
1.3.3		TOTAL ALL-INCLUSIVE COST OF SERVICE FOR 3 YEARS (1.1 + 1.2)				R.....		

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

- | | | |
|----|---|---------------|
| A. | Does the offer comply with the specification? Please circle your option. | YES/NO |
| B. | If not to specification, please indicate deviations (please list these separately against each applicable item if the space provided here is insufficient.) | |
| | | |
| | | |
| C. | Are prices firm for the contract's duration? | |
| D. | Please note that the total bid cost at item 1.3.3 must include VAT and all other applicable taxes (PAYE, income tax, UIF contributions and skills development levies). | |
| E. | A bidder's conditions will not supersede those in the bid document. | |

WESTERN CAPE GOVERNMENT

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

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS	
GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
28 AUGUST 2026	
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SIGNED	SIGNED

6. Definitions

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

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

"Business interest" means -

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

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

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline at 0800 701 701

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

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

“Corruption” - General offences of corruption are defined in the Combating of Corrupt Activities Act (Act 12 of 2004) as:

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

- (a) accepts, agrees or offers to accept a gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives, agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person, to act personally or by influencing another person to act in a manner -
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorized, incomplete or biased action, or
 - (bb) misuse or selling of information or material acquired while exercising, carrying out or performing any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority,
 - (bb) a breach of trust, or
 - (cc) the violation of a legal duty or a set of rules,
 - (iii) is designed to achieve an unjustified result, or
 - (iv) that amounts to any other unauthorised or improper inducement to do or not to do anything.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING
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“CSD” means the Central Supplier Database maintained by National Treasury;

“Employee”, in relation to -

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

“Entity” means any -

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

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

“Family member” means a person's -

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

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

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

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

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

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

"Spouse" means a person's -

- (a) partner in marriage or civil union according to legislation,
- (b) partner in a customary union according to indigenous law, or
- (c) partner with whom he/she cohabits and who is publicly acknowledged by the person as his/her life partner or permanent companion.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state, unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - (a) Therefore, by 31 January 2017, all employees who were conducting business with an organ of state should either have -
 - (i) resigned as an employee of the government institution, or
 - (ii) ceased conducting business with an organ of state, or
 - (iii) resigned as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person or their family members may make an offer/offers in response to this invitation to bid. In view of potential conflict of interest, should the resulting bid or part thereof be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998 as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a prohibition *pe se*, meaning that it cannot be justified on any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to -
 - (a) disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and/or committed fraud, or any other improper conduct in relation to such system,
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious -

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- (a) will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998, and/or
- (b) may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or
- (c) may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, or any other applicable legislation.

SECTION A: DETAILS OF THE ENTITY

CSD Registration number	MAAA _____
Name of the entity	
Entity registration number (where applicable)	
Entity type	
Tax reference number	

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

TABLE A

[illegible]

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

BID OPENED @ 11:00

28 AUGUST 2026

1) 2)

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

Irrespective of the procurement process followed, the supply chain management system of an institution must prohibit any award to an employee of the state who seeks to conduct business with the Western Cape Government, either individually or as a director of a public or private company or as a member of a close corporation, 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 Public Service Regulation 13(c).

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

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 EIM1/2016 to exercise the listed action.)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes, complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

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

[illegible]

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

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SECTION C: PERFORMANCE MANAGEMENT & BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

TABLE C

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

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

C3.	Is the entity or are its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?				NO	YES	
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004? <i>(To access this Register enter National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 326 3443.)</i>				NO	YES	
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				N/A	NO	YES
C6.	Was the entity or were persons listed in Table A convicted for fraud or corruption during the past 5 years in a court of law (including a court outside the Republic of South Africa)?				NO	YES	
C7.	Was any contract between the bidder and any organ of state terminated during the past 5 years on account of failure to perform on, or comply with, the contract?				NO	YES	

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

BID OPENED @ 11:00

28 AUGUST 2026

1) 2)
SIGNED SIGNED

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline at 0800 701 701

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

SECTION D: DEPOSITION OF AFFIDAVIT BY DULY AUTHORISED REPRESENTATIVE

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

I, _____ hereby swear/affirm

- (i) that the information disclosed above is true and accurate,
- (ii) that I understand the content of the document,
- (iii) that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor,
- (iv) that the entity undertakes to arrive independently at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates,
- (v) that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract,
- (vi) that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 1.1 Do you know and understand the contents of the declaration?

ANSWER: _____

- 1.2 Do you have any objection to taking the prescribed oath?

ANSWER: _____

- 1.3 Do you consider the prescribed oath to be binding on your conscience?

ANSWER: _____

- 1.4 Do you want to make an affirmation?

ANSWER: _____

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

SIGNATURE

FULL NAMES

Commissioner of Oaths

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

Date: _____

Place _____

Business Address: _____

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

28 AUGUST 2026

1) 2)
SIGNED SIGNED

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline at 0800 701 701

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

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

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

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

1. DEFINITIONS

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.
- 1.2 **"Affidavit"** is a type of verified statement or showing or contains a verification, made under oath on penalty of perjury, which serves as evidence of its veracity and is required for court proceedings.
- 1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of the code of good practice for black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act.
- 1.6 **"Bid"** means a written offer on the official bid documents in the form determined by an organ of state, in response to an invitation to provide goods or services through price quotations, competitive bidding processes or any other method envisaged in legislation.
- 1.7 **"Bid for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation to originate income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions.
- 1.8 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be.
- 1.9 **"Consortium" or "joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
- 1.10 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 1.11 **"EME"** is an Exempted Micro-Enterprise with an annual total revenue of R10 million or less.
- 1.12 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which is binding on the service-provider in terms of the law or regulation, and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract.

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- 1.13 **“Non-firm prices”** means all prices other than “firm” prices.
- 1.14 **“Person”** includes a juristic person.
- 1.15 **“Price”** means an amount of money tendered for goods and services and includes all applicable taxes less all unconditional discounts.
- 1.16 **“Proof of B-BBEE status level contributor”** means –
- the B-BBEE status level certificate issued by an authorized body or person;
 - a sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act.
- 1.17 **“QSE”** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million.
- 1.18 **“Rand value”** means the total estimated value of a contract in South African currency calculated at the time of bid invitation and includes all applicable taxes.
- 1.19 **“Sub-contract”** means that the primary service-provider is assigning, leasing, making out work to or employing another person to support the primary service-provider in the execution of part of a project in terms of the contract.
- 1.20 **“Tender”** is the act of bidding.
- 1.21 **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- 1.22 **“the Regulations”** means the Preferential Procurement Regulations, 2022.
- 1.23 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013.
- 1.24 **Trust** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.25 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

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

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

PRICE	POINTS	
	80	90
B-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 along with the bid either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), **or** an affidavit confirming annual total revenue and level of black ownership, **or** an affidavit issued by the Companies Intellectual Property Commission will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The organ of state reserves the right to require of a bidder to substantiate any claim in regard to preferences in any manner required by the organ of state, either before a bid is adjudicated or at any time subsequently.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract will be awarded to the bidder obtaining the **highest number of total points**.

3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.

3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:

- (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 will 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 is allocated for price on the following basis:

$$\text{Where } \begin{matrix} \text{80/20} & & \text{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{OR} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{matrix}$$

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

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

5.1 POINTS AWARDED FOR PRICE

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

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

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

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

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

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

- 6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and must submit a valid, original or legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A **trust, consortium or joint venture** (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate bid.
- 6.7 A **trust, consortium or joint venture (including unincorporated consortia and joint ventures)** must submit a consolidated B-BBEE status level verification certificate for every separate bid.
- 6.8 **Tertiary institutions and public entities** must submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 6.9 A bidder may not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends **sub-contracting more than 25% of the value of the contract** to any other enterprise that does not qualify for at least the points for which such a bidder qualifies, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 6.10 A bidder awarded a contract **may not sub-contract more than 25% of the value of the contract** to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL CLAIMED IN TERMS OF PARAGRAPH 6

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

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

(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 6.1 and must be substantiated by a B-BBEE certificate issued by a verification agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the bid).

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

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

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

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

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

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

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SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

Enterprise name		WESTERN CAPE GOVERNMENT HEALTH & WELLNESS GOODS & SERVICES SOURCING BID OPENED @ 11:00 28 AUGUST 2026 1) 2) SIGNED SIGNED
Trading name		
Registration number		
Enterprise address		

3. I hereby declare under oath that:

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

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

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC will prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
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15. Warranty
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18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms will be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any 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.

General Conditions of Contract

1. Definitions (continued)

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

2. Application

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

General Conditions of Contract

- | | |
|--|---|
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser will 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</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied will conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier will 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 will be made in confidence and will extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier will not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC paragraph 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC paragraph 5.1 will remain the property of the purchaser and will be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier will 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.</p> |
| 6. Patent rights | <p>6.1 The supplier will 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.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Bidder will furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security will be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security will be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and will be in one of the following forms:</p> <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque <p>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.</p> |

General Conditions of Contract

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 service-provider will 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 will be carried out, the purchaser will itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in paragraphs 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses will be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in paragraphs 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses will be defrayed by the supplier
- 8.6 Supplies and services which are referred to in paragraphs 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies will be held at the cost and risk of the supplier who will, 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 will be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of paragraphs 8.4 to 8.7 will not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Paragraph 23 of GCC.

9. Packing

- 9.1 The supplier will 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 will 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 will take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages will comply strictly with such special requirements as will be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

General Conditions of Contract

- 10. Delivery and documents**
- 10.1 Delivery of the goods will 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 will 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 will be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service will not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, will be agreed upon in advance by the parties and will 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 will not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested

General Conditions of Contract

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract will 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 will 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 will promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier will, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract will be specified in SCC.
- 16.2 The supplier will furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments will 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 will 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 will be made except by written amendment signed by the parties concerned.

General Conditions of Contract

- 19. Assignment** 19.1 The supplier will 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 will notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, will 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 will be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its sub-service-provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier will 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 will evaluate the situation and may at his extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension will be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract will be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Paragraph 25, a delay by the supplier in the performance of its delivery obligations will render the supplier liable to the imposition of penalties, pursuant to GCC Paragraph 22, unless an extension of time is agreed upon pursuant to GCC Paragraph 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser will, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Paragraph 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser will, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Paragraph 23.

General Conditions of Contract

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Paragraph 21.2;
 - b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier will be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier will continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

General Conditions of Contract

- 23. Termination for default (continued)**
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such a person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act, the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference will on demand be paid forthwith by the service-provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the service-provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
- 25. Force majeure**
- 25.1 Notwithstanding the provisions of GCC Paragraphs 22 and 23, the supplier will 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 will promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier will continue to perform its obligations under the contract as far as is reasonably practical, and will 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 will make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

General Conditions of Contract

- 27. Settlement of disputes (continued)**
- 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 will 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 will continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser will pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Paragraph 6;
- (a) the supplier will 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 will 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, will not exceed the total contract price, provided that this limitation will not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract will be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties will also be written in English.
- 30. Applicable law**
- 30.1 The contract will be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid will be posted to the supplier concerned by registered or certified mail and any other notice to him will 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 will 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, will be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier will 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 will be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract will 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.

General Conditions of Contract

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry will 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 Service-provider(s) was / were involved in collusive bidding (or bid rigging).

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

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

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

AND

..... ,

(Supplier/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing
.....as an employer

The Contractor acknowledges that it is an employer in its own right and will be responsible for compliance with the OHS Act and regulations while its employees, agents, or subcontractors are performing work for the Department.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer:Policy No.:

The Contractor undertakes to:

Comply with the OHS Act, regulations, and all applicable safety standards during the execution of work.

Provide a written Health and Safety Policy applicable to the work performed.

Appoint in writing a competent person as defined in the Act to oversee health and safety compliance and act as liaison with the Department.

Conduct risk assessments relevant to the work, and provide method statements and safety plans where applicable.

ensure all employees are adequately trained on health and safety applicable to the work and provide proof of such training upon request.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatory

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

Witness

for and on behalf of WCDOHW

BIDDER'S PROFILE

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

QUALIFICATIONS AND EXPERIENCE

1. Please provide the name of the **person responsible for the execution and control of the contract** at the OPC on behalf of your company, if your bid is successful.

2. Please provide the name of the person who will act as the **Contract Cleaning Manager** at the **Orthotic and Prosthetic Centre, Pinelands** on behalf of your company, if your bid is successful.

ORGANISATIONAL STRUCTURE, FINANCIAL STANDING, CAPACITY AND EXPERIENCE

3. Please complete **Annexure B2** to provide some background of your organizational structure (also attach an organogram by way of illustration), financial standing, capacity, and experience.

DETAILS OF BIDDER'S NEAREST OFFICE

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

UNDERTAKING

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

Signed on behalf of the bidder

Date: _____

BIDDER'S ORGANISATIONAL STRUCTURE, FINANCIAL STANDING, CAPACITY AND EXPERIENCE

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

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

1.1 BIDDER'S ORGANISATIONAL STATUS

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

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

1.2 FINANCIAL STANDING

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

1.3 CAPACITY

1.3.1 Operational capacity

Designation	Nr
Management	
Administration	
Supervisors	
Cleaners	
Other	

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

Will the bidder provide a guaranteed 24-hour service? Please mark applicable response with **X**.

In case of emergencies on-site, does the bidder have:

- contingency (back-up) staff capacity?
- a rapid response plan to deploy standby staff

Yes		No	
Yes		No	

State the back-up capacity. _____

Provide details about the rapid response plan including the guaranteed response time.

1.3.2 Physical capacity

- Is the business situated at a home (i.e. in a residential area)?
- Does the business have a dedicated administrative office?
- Does the administrative office have landline telephones?
- Does the administrative office have activated cell phones?
- Does the administrative office/headquarters have e-mail access?
- Is the office manned at all times with staff well-trained to handle emergencies?

Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	
Yes		No	

1.3.3 Staff infrastructure

Is there a compulsory dress-code for staff to wear clean, neat uniforms distinctive from OPC staff and the general public?

Yes		No	
-----	--	----	--

Does the bidder have compulsory corporate photo identification badges which staff must display clearly when on-site?

Yes		No	
-----	--	----	--

BIDDER'S ORGANISATIONAL STRUCTURE, FINANCIAL STANDING, CAPACITY AND EXPERIENCE

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

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

1.4 EXPERIENCE

1.4.1 Please provide evidence of cleaning experience in a health environment that accumulates to 2 years.

Company/ National Department/ Provincial Department	Contract period (months)	No of cleaners per shift	Reason for termination

1.4.2 Please attach two (2) reference letters and contact details of client/s, relevant to the scope of the work,

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

