



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

BID NUMBER: **WCGHSC0451/2025**

CLOSING DATE: **FRIDAY, 15 AUGUST 2025**

CLOSING TIME: **11:00**

**FOR THE PROVISION OF COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES TO MOWBRAY MATERNITY HOSPITAL UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD**

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

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

Bid documents must be deposited in the **bid box marked at Main entrance of Department of Health, Supply Chain Management Offices M9 Building on the Premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville**. The bid box is generally open **from 07H00 until 16H00, 5 days a week**. If you are uncertain about the location of the bid box, please call the responsible official, Mr Therlo Apollis at 021 483 4187 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](http://www.csd.gov.za).

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

**Central Supplier Database self-registration only:** [www.csd.gov.za](http://www.csd.gov.za)

**Contact email:** [SCM.eProcurementDOH@westerncape.gov.za](mailto:SCM.eProcurementDOH@westerncape.gov.za)

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

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

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

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

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



Please refer all technical/specification enquiries to **Ms Mary Vyver** at telephone no. **021 659 5918** or email [Mary.Vyver@westerncape.gov.za](mailto:Mary.Vyver@westerncape.gov.za).

C Munnik  
for HEAD OF DEPARTMENT

DATE: 10/07/2025

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

BID OPENED @ 11:00

**15 AUGUST 2025**

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

## PART A INVITATION TO BID

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

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

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

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

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

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

#### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	WCGHSC0451/2025	CLOSING DATE:	15 AUGUST 2025	CLOSING TIME:	11H00
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DESCRIPTION	<b>FOR THE PROVISION OF A COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES TO MOWBRAY MATERNITY HOSPITAL UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD</b>
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#### BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**M9 BUILDING ON THE PREMISES OF KARL BREMER HOSPITAL, C/O MIKE PIENAAR BOULEVARD & FRANS CONRADIE AVENUE**

#### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Therlo Apollis
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#### TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Mary Vyver
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TELEPHONE NUMBER	021 483 4187
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TELEPHONE NUMBER	021 659 5918
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FACSIMILE NUMBER	FACSIMILE NUMBER
------------------	------------------

E-MAIL ADDRESS	Therlo.Apollis@westerncape.gov.za
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E-MAIL ADDRESS	Mary.Vyver@westerncape.gov.za
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#### SUPPLIER INFORMATION

NAME OF BIDDER	
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POSTAL ADDRESS	
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STREET ADDRESS	
----------------	--

TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER	
------------------	--

FACSIMILE NUMBER	CODE		NUMBER	
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E-MAIL ADDRESS	
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VAT REGISTRATION NUMBER	
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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>AND</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]
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	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
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IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX]		
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	<input type="checkbox"/> Yes <input type="checkbox"/> No		
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GOODS & SERVICES SOURCING**

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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE <b>GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b> 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
<b>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID</b>

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

<b>WESTERN CAPE GOVERNMENT HEALTH</b> <b>GOODS &amp; SERVICES SOURCING</b>  BID OPENED @ 11:00  <b>15 AUGUST 2025</b>  1)..... 2) ..... SIGNED                      SIGNED
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**A Compulsory Site Inspection & Information session will be held in respect of this bid invitation. The details are as follows:**

**Date:** Wednesday, 6 August 2025

**Time:** 11:00 am

**Place:** Mowbray Maternity Hospital

**Venue:** Training and Education Department, Lecture room 7&8, 12 Hornsey Road, Mowbray.

**For directions contact:**

Ms. ML Vyver, Tel: 021 659 5918,  
Fax: 021 938 4719,  
Email: [Mary.Vyver@westerncape.gov.za](mailto:Mary.Vyver@westerncape.gov.za)

**NB: Failure to attend the compulsory site meeting/information session will invalidate your offer.**

**The attendance register must be completed at the venue.**

**Part 1: DEFINITIONS**

**1. DEFINITIONS**

**1.1 Contractor/Successful Bidder/Cleaning Successful Bidder/Cleaning Business**

The organisation or individual providing contracted cleaning services.

**1.2 User/Department**

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

**1.3 Contract Manager**

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

**1.4 Contract and Conditions**

**1.4.1 Contract**

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

**1.4.2 Conditions**

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

**1.5 Bid**

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

**1.5.1 Bidder**

The organisation or individual completing and submitting the bid.

**1.5.2 Body fluids**

Liquids that originates from inside the bodies of living or non-living people

**1.6 Site Instructions** (generic and specific)

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

**1.7 Supervisor/Controller**

The person designated to manage the cleaners on site, to make sure replacement is done swiftly and to report any variations in the staff on duty to the Contract Manager. Report on all stock levels of consumables and condition of equipment. This person must be physically fit and able to walk long distances within the hospital and other related areas.

**1.8 Co-ordinator**

The representative of the User.

**1.9 Check call**

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

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1.10 **Cleaner**

A person employed by a contractor (Cleaning Successful Bidder) to carry out cleaning duties. General Assistant shall bear the same meaning as Cleaner.

1.11 **Cleaning**

The physical removal of soil (dirt, organic matter, or chemical deposits) from a surface or object, leaving the surface or object safe to touch or use

1.12 **Specification**

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

1.13 **Post/Service/Point of Duty**

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

1.14 **Status Quo**

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

1.15 **General Conditions of Contract**

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

1.16 **May**

Indicates the existence of an option.

1.17 **Shall/Must**

Indicates that a statement is mandatory.

1.18 **Should**

Indicates recommendations.

1.19 **Interpretations**

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

1.19.2 Any gender includes the other.

1.19.3 Reference to person(s) includes all entities (i.e. corporations, associations, partnerships, close corporations, government or local authorities, and other legal entities and natural persons).

1.20 **Dressing / Sealer**

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

1.21 **Polish**

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

1.22 **Stripper**

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

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1.23 **Mandatory**

Refers to a legal requirement.

**Harassment**

**Harassment is unwanted or unsolicited conduct which includes unacceptable behaviours, practices, or threats, whether through a single occurrence or repeated occurrences, that is aimed at, result in, or are likely to result in physical, psychological, sexual, economic and/or financial harm**

**SECTION A**

**Part 2: SPECIAL CONDITIONS OF CONTRACT (REFER TO NO 28 OF GENERAL CONDITIONS OF CONTRACT)**

Bidders are to indicate in the column provided that he/she has read, understood and accepted the specific conditions. (Bidders must indicate their response by stating 'comply' or 'do not comply' in the column provided. If you fail to do this your offer will not be considered)

**LIABILITIES**

**BIDDERS RESPONSE**

**Comply/Do not  
comply**

1. The successful bidder will be required to:
- 1.1 Indemnify **MOWBRAY MATERNITY HOSPITAL** against any losses or damages to the bidder's property. Every endeavour will be made to protect the property of Mowbray Maternity Hospital. **MOWBRAY MATERNITY HOSPITAL** will not accept responsibility for any loss or damage thereof.
- 1.2 Obey all applicable **MOWBRAY MATERNITY HOSPITAL** rules and regulations whilst on their premises.
- 1.3 Answer any claim arising from injury – fatal or otherwise and proved to have been caused due to negligence on the part of the bidder or his employee(s) to any person legally on **MOWBRAY MATERNITY HOSPITAL** premises.
- 1.4 **MOWBRAY MATERNITY HOSPITAL** will not accept any responsibility in the event of injury, fatal or otherwise to the bidder or his staff on **MOWBRAY MATERNITY HOSPITAL** premises in the execution of their duties.
- 1.5 The bidder will accept responsibility for any damage caused by the bidder, his/her equipment or his/her personnel or by whatever means to hospital property to staff or members of the public and their property legally on **MOWBRAY MATERNITY HOSPITAL** premises.
- 1.6 The bidder must at all times be responsible for the acts and omissions, e.g. death, injury, assault, unlawful and unrest of his employees when they provide any services to the Provincial Government in terms of the bid and act within the course and scope of these duties and employment.

**INDUSTRIAL ACTION, UNREST AND FORCE MAJEURE**

- 1.7 1.7.1 The service provider shall be liable for the rendering of

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cleaning services irrespective of the effect of industrial action and/or unrest on management staff and other food service staff it employs.

1.7.2 During industrial action and/or unrest the service-provider's staff will be present on MMH premises at their own risk. MMH shall 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 shall indemnify MMH against such damages or claims and legal costs including attorney and client costs.

1.7.3 Should the service-provider's staff embark on a strike/industrial action they will not be allowed onto MMH premises.

1.7.4 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, wind-storms) or fire damage, MMH and the service-provider shall agree mutually on methods to continue the service as best as possible.

**NB: FAILURE TO REPLY ON THE ABOVE SHALL INVALIDATE YOUR BID**

## **2. GENERAL**

Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. **MOWBRAY MATERNITY HOSPITAL reserves the right**, in its sole discretion:

- 2.1 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'
- 2.2 To amend the bid process, closing date or any other date at its sole discretion,
- 2.3 To cancel the bid or any part of the bid before the bid has been awarded,
- 2.4 Not to accept the lowest or any other bid and to accept the bid which it deems to be in the best interest of **MOWBRAY MATERNITY HOSPITAL**.
- 2.5 Not to award the bid to the highest points or lowest price,
- 2.6 To reject all responses submitted and to embark on a new bid process.

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2.7 **Liability**

**BIDDERS RESPONSE**

**Comply/Do not  
comply**

2.7.1 **Important**

It is mandatory that all the Successful Bidder's Staff be vaccinated against Hepatitis B. Three doses of vaccine are required each four weeks apart.. Four weeks after the last dose the bidder must conduct a Hepatitis B immunity test to determine whether a booster will be required. If a booster is required, it will be the responsibility of the bidder that the booster was administered to the worker. Workers, who have previously vaccinated with the three doses, must provide proof thereof and may not require vaccination. It is a **condition of**

2.7.2 **this bid that the successful bidder must submit proof before the commencing of service that all staff to be deployed on site has been vaccinated with at least one dose. Proof of the further doses must be provided within six months after the commencement of the contract.**

The Department will have a Contract Manager for the bid, who will be responsible for handling queries and complaints. The Successful Bidder must maintain a file on-site, with certificates of inoculation for inspection by the Contract Manager (MOWBRAY MATERNITY HOSPITAL).

2.8 **Advertising and Trading**

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

2.9 **Sub-Contracting or Employment of Staff from Other Parties**

2.9.1 The contractor shall make use only of his own site-trained cleaners in accordance with the specifications described in this bid.

2.9.2 No other person shall at any time replace or relieve any of the contractor's employees. Should any problems arise, the contractor must immediately discuss the matter with the User.

2.10 **Changes to Bidder's Operational Status**

2.10.1 As the bid is awarded on the information provided/available at the time, the successful bidder must maintain the status quo for the contract period. If any deviation or changes occur, the successful bidder must advise the Department accordingly.

2.10.2 Material deviations from the position as it was at the time of awarding the bid may result in the Department having to apply remedial action.

2.11 **Service Level Agreement**

2.11.1 A Service Level Agreement will be negotiated with the successful bidder, if required.

2.12 **Contract Period**

The contract period is for a thirty (36) six months period.

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2.13 **Permanent Reduction or Increase in Scope of Service**

2.13.1 The **MOWBRAY MATERNITY HOSPITAL** reserves the right to permanently decrease the number of cleaners by giving the Successful Bidder 2 months (60 days) written notice of its intention to do so.

2.13.2 The reduced price must be negotiated with the Successful Bidder and must be calculated on a proportional basis.

2.13.3 Similarly, the **MOWBRAY MATERNITY HOSPITAL** reserves the right to permanently increase the number of cleaners.

2.13.4 The increased price must be negotiated with the Successful Bidder and must be calculated on a proportional basis.

2.14 **Penalties and Pro Rata Deductions**

2.14.1 Deductions and penalties will be incurred against the Successful Bidder for every hour of work not performed according to the Bid specification and conditions. (Part of an hour will be regarded as a full hour.)

2.14.2 The Successful Bidder will be penalized one (1) percent of the monthly contract value for each and every transgression.

2.14.3 Miscellaneous penalties:

- Late postings per person (½ hour after schedule time)
- Postings more than 2 hours after scheduled time
- Failure to post a per person per day
- Sleeping on duty
- Failure to wear and display identity cards
- Failure to adhere to dress code
- Absent from point of duty without notification
- Not performing duties as per Job Description
- Posting of untrained staff without certificate
- Intoxication while on duty
- Harassment
- Not adhering to hospital policies and procedures

2.15 **Occupational Health and Safety Act**

2.15.1 The Successful Bidder must accept liability in terms of Section 37 of the Occupational Health and Safety Act (No. 85 of 1993).

**BIDDERS RESPONSE**

**Comply/Do not  
comply**

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2.16 **Protection of Successful Bidder's Staff**

**BIDDERS RESPONSE**

**Comply/Do not  
comply**

2.16.1 The Department must not be held liable for any contracted illness or infection to the Successful Bidder or his staff arising from their duties.

2.16.2 **Personal Protective Equipment**

The bidder will provide uniforms and personal protective equipment (PPE) to all cleaning staff. Uniforms must be easy to wash and cleaning staff must be given a sufficient number of uniforms so that they can wear a clean uniform to work every day and also be able to change their uniform if it by accident becomes wet or grossly soiled. All PPE must be of an acceptable quality, comfortable to perform the task, and well fitting. Re-usable PPE (goggles, face shields, and safety shoes) must be washable and easy to disinfect. All re-usable PPE must be cleaned, disinfected and stored in a clean and dry place between usage. Damaged PPE must be replaced immediately.

The bidder must at a minimum provide the following to the cleaning staff:

- Disposable aprons for performing cleaning duties
- Heavy duty gloves (x2 per cleaner) for toilets and cleaning duties (different colours to distinguish between toilet and general gloves)
- Disposable non-sterile gloves for cleaning of surfaces contaminated with blood and body fluids.
- Safety shoes
- Disposable Surgical Masks
- Face protection – goggles and visors (x1 visor per staff member and x2 pairs of goggles for their spill response kit)

2.17 **Loss, Damage and Safekeeping of Hospital Property**

2.17.1 The Successful Bidder is to exercise every precaution to ensure that all **MOWBRAY MATERNITY HOSPITAL** equipment and property entrusted to his care is secure and the possibility of loss, unauthorised use and damage is minimised.

2.17.2 Excepting fair wear and tear, the Successful Bidder must be responsible for any loss or damage to hospital equipment and property in his possession at all times. The Successful Bidder undertakes to replace such items in the event that equipment or property in his possession is damaged, destroyed, lost or stolen, notwithstanding the cause of the damage, destruction or loss.

2.17.3 **MOWBRAY MATERNITY HOSPITAL** in consultation with the Successful Bidder must determine the replacement cost of **MOWBRAY MATERNITY HOSPITAL** equipment and property, other **MOWBRAY MATERNITY HOSPITAL** property which has been lost, stolen or damaged whilst in the care of the Successful Bidder, and to withhold such costs from any payment due by **MOWBRAY MATERNITY HOSPITAL** to the Successful Bidder.

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**BIDDERS RESPONSE****Comply/Do not  
comply**

2.17.4 Similarly, the loss of any other **MOWBRAY MATERNITY HOSPITAL** property due to the negligence of the Successful Bidder will be recovered from any payments due to the Successful Bidder.

2.17.5 Authorised **MOWBRAY MATERNITY HOSPITAL** representatives and the Contract Administrator must be given reasonable access to any facility at all times by the bidder. Such access must not be refused for functional, control or inspection purposes when requested in writing by **MOWBRAY MATERNITY HOSPITAL Management**.

2.17.6 Any wilful or negligent damage to the building, fittings or equipment will be for the bidder's own responsibility and account to make good.

2.17.7 No change/alterations/additions to the building or infrastructure are allowed without prior written authority from **MOWBRAY MATERNITY HOSPITAL Management**.

2.18 **Hospital Property Fund**

2.18.1 The Successful Bidder must immediately return to the authorised **MOWBRAY MATERNITY HOSPITAL** representative any item of **MOWBRAY MATERNITY HOSPITAL** property found/recovered by the Successful Bidder's staff in the course of their duties.

2.19 **Particulars of cleaners to be deployed at the site**

2.19.1 The Successful Bidder must **provide full particulars of the cleaners to be deployed fourteen (14) days prior to the commencement** of the service. **A separate list must be completed for each posting.**

2.19.2 The Successful Bidder, at his own cost, must make all staff that is to be deployed at the site available for **on-site training** before commencement of the service period. The training must not take longer than one day.

- **Proof of training per staff member to be provided fourteen (14) days prior the commencement of the contract**
- **Training must have been provided within the last two (2) years prior to the commencement of the contract.**

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**BIDDERS RESPONSE**

**Comply/Do not  
comply**

The training should be SETA accredited. The training course must include Guidelines for cleaning, Infection Control Standards and Health and Safety. The prospectus of the training provided must be attached with the bidders response.

All cleaners should receive training on Terminal Cleaning for Isolation areas as a basis. Further training required for PPE and practices for that disease will be conducted by MMH staff or any other training Successful Bidder identified by the institution

2.19.3 The Successful Bidder must ensure that the staff provided will be cleared by the South African Police Service to indicate that they have no criminal record. This clearance must be provided within three months after the commencement of the contract.

2.19.4 New cleaners placed appointed at MMH after the commencement the contract must provide the documents stipulated above for vaccination, training and police clearance.

2.20 **General Standards for Site Administration and Cleaners**

2.20.1 **Profile of cleaners to be provided:**

- The Successful Bidder must only employ South African citizens, foreigners who obtained South African permanent residency permits or foreigners who are legally allowed to work in South Africa in terms of South African law in the sector relevant to the bid, to perform the services required in the bid.

Must be able to work independently.

- Must be able to communicate, read and write in any two of **the three official** languages of the Western Cape

2.20.2 **Service aids for every cleaner:**

- A clear identification card of the Successful Bidder with the member's **photo, full name**, always worn conspicuously on his/her person.

2.20.3 **On-site Administration:**

- All on-site administration must be done in accordance with the site instructions as communicated to the Successful Bidder in writing from time to time by the User.
- Although details may differ, the following aspects will be dealt with:-
  - The Code of Conduct of the cleaner.
  - Standards of performance of cleaners (Job Description) and deviations from standards.
  - Uniform and dress standards.

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**BIDDERS RESPONSE****Comply/Do not  
comply**

- Equipment to be used.
- Duty lists and duty sheets.
- Lost and found property administration.
- Controlling of services and attendance.
- Removal of cleaners from the site.
- Reporting of incidents to the User.
- Time and attendance registers as well as late coming.
- Redeployment of cleaners.

**2.20.4 Conduct of Cleaning Staff:**

- The Department expects the highest possible standard of conduct from the cleaning staff.

**2.20.5 Changes at Points of Duty:**

- The User has the right to inform the Successful Bidder to redeploy cleaners to best advantage, either permanently or temporarily.

**2.20.6 Tea Breaks and Lunch Breaks:**

- The Successful Bidder is to ensure that the specified numbers of cleaners are continuously stationed at each specified point of service during each shift. Cleaners must leave their registered point of duty during their tea breaks and lunch breaks. It should not exceeding one hour in total.

**2.20.7 Duties:**

- The Successful Bidder is to provide after consultation with the **MOWBRAY MATERNITY HOSPITAL'S** Authorised Representative, prior to the commencement of the service detailed activities to be carried out for each post which is to form the basis of a site procedure manual at each post.
- All cleaning staff may be required to provide cleaning services in areas where highly infectious patients are being or have been treated.
- The User must, however, not instruct cleaners to perform any task which may be detrimental to the employee's safety or health, is beyond his strength or competence or which will have a negative effect on his status and dignity.

**2.20.8 Particulars of cleaners to be deployed at the site:**

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**BIDDERS RESPONSE****Comply/Do not  
comply**

- At the beginning of each month the Successful Bidder must deliver to the User a comprehensive and detailed roster giving the details on a shift-by-shift basis of the names of the cleaners and supervisors to be deployed on the site. Details are to include off-days, relievers, names, surnames and point to which he/she is to be deployed. Daily changes to the roster and reasons therefore are to be communicated to the User immediately.

**2.20.9 Posting of cleaners and inspection:**

- If an incident occur the Successful Bidder must hand in a detailed written report to the User within 24 hours of incident occurring.
- Inspections and posting of cleaners on site must be done before every shift in terms of a duty roster.

**2.20.10 Permanency:**

- The Successful Bidder must provide a list of cleaners, including relievers, working permanently for the period of the bid, if it is practically possible. When in **exceptional cases** it's necessary that new staff must be trained, these staff must perform a 12-hour day shift (at the Successful Bidder's cost) for training before they will be allowed on duty for a normal shift.

**No untrained personnel will be allowed on the premises.**

**2.20.11 Confidentiality Forms:**

- All staff, including relievers must sign confidentiality forms, which must be signed at the commencement of the bid. If new staff is deployed, they must also sign the confidentiality forms at their date of deployment.

**2.20.12 Site Management/Supervision:**

- The Successful bidder is responsible for overall management and supervision of the cleaners provided in terms of the agreement.
- Where a cleaner performs a duty under the direct supervision of an **MOWBRAY MATERNITY HOSPITAL Official**, the cleaner must be expected to take instructions from the **MOWBRAY MATERNITY HOSPITAL Official**.

**2.21 MOWBRAY MATERNITY HOSPITAL and Private Property**

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**BIDDERS RESPONSE****Comply/Do not  
comply**

- The bidder must immediately return to the **MOWBRAY MATERNITY HOSPITAL Contract Administrator** any item of the **MOWBRAY MATERNITY HOSPITAL** or private property found in the course of their duties.
- The bidder is to exercise every precaution to ensure that all hospital property entrusted to his care is secure and the possibility of loss, unauthorised use and damage is minimised.

**2.21.1 Liaison:**

- The bidder must appoint a Project Manager who will work in close co-operation with the **MOWBRAY MATERNITY HOSPITAL Contract Manager** to facilitate the flow of accounts, payments, information, solving of problems between the parties.
- The **MOWBRAY MATERNITY HOSPITAL** must likewise appoint a **MOWBRAY MATERNITY HOSPITAL Contract Manager to communicate with the Project Manager** on an ongoing basis to monitor the standard and quality of the cleaning service provided and to attend to operational as well as technical problems in a positive manner.
- The Project Manager must liaise with the **MOWBRAY MATERNITY HOSPITAL'S Contract Manager** on a daily basis.

**2.21.2 Monitoring:**

- The **MOWBRAY MATERNITY HOSPITAL Contract Manager** has the final prerogative to declare that all the services rendered by the bidder conform to the specifications of the contract in terms of quality and process.
- Cleaning Check lists must be submitted to **MOWBRAY MATERNITY HOSPITAL Contract Manager** on a weekly basis.
- Incident reports must be submitted to the **MOWBRAY MATERNITY HOSPITAL Contract Manager** daily.

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2.21.3 **Communication:**

- The **MOWBRAY MATERNITY HOSPITAL Contract Manager** must communicate with the Project Manager on an ongoing basis about routine issues and to monitor the standard and quality of the service rendered.
- Monthly and other ad hoc meetings will be held with the bidder and other stakeholders as determined by the **MOWBRAY MATERNITY HOSPITAL Contract Manager**.

2.22 **Facilities**

2.22.1 **Staff Facilities:**

- The bidder will be responsible to comply with these regulations at his own cost.
- The Department will provide free of charge all necessary light, water, power;
- The Department will supply the bidder with a telephone to receive and make calls inside the MOWBRAY MATERNITY HOSPITAL Complex.
- The MOWBRAY MATERNITY HOSPITAL will supply toilet paper , hand towels and soap for all the toilets that must be cleaned in accordance with the bid.

2.22.2 **Change Rooms and Ablution Facilities**

- A Tearoom and Changing Room situated at **MOWBRAY MATERNITY HOSPITAL** must be made available at no charge to the bidder for the duration of the bid to comply with the abovementioned regulations.
- The Change Room Complex must not be used as a rest room, dining (eating of meals or snacks), recreation, playing of games or meetings.
- It must only be used for the purpose of safekeeping (lockers) and changing facilities as described in the bid document.
- Mowbray Maternity Hospital will **provide safekeeping lockers for the bidder's staff**.
- The bidder will be responsible for the security of the entire Change Room Complex as well as the safekeeping of **MOWBRAY MATERNITY HOSPITAL** property entrusted to his care whilst the Change Room Complex is open. The

**BIDDERS RESPONSE**

**Comply/Do not  
comply**

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bidder is to devise and implement control systems to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings.

**BIDDERS RESPONSE**  
**Comply/Do not**  
**comply**

- The bidder will ensure that adequate notices are displayed informing all users that the safekeeping facilities (lockers) are used at their own risk.
- The bidder is to provide all the necessary staffing, services and consumables at his own cost to keep the Change Room Complex in a clean and hygienic condition.
- **MOWBRAY MATERNITY HOSPITAL** will be responsible for normal maintenance issues e.g. leaking taps, locks, lighting, blockages, which are to be reported to the Contract Manager.

**2.22.3 Administration and Storage facilities:**

- An area situated at **MOWBRAY MATERNITY HOSPITAL** will be available for storage of equipment and cleaning materials.
- The area must be staffed, controlled, managed and supervised by the bidder who will have a supervisor on duty at the area whenever it is open.
- The bidder will be responsible for the safekeeping of the entire area entrusted to his care.
- The bidder is to provide all the necessary staffing, services and consumables at his own cost to keep the area in a clean and hygienic condition.

**2.22.4 Other facilities:**

- It will be necessary for operational reasons to establish other similar satellite facilities in other buildings for use by the bidder.
- Where this occurs, it will be formally documented together with the condition of use and appended to the Service Level Agreement.

**2.23 Staffing**

**2.23.1 Organisation:**

- Sufficient and appropriate numbers and levels of staff must be provided by the bidder to render the specified on-site services satisfactorily and efficiently at all times:-

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## **BIDDERS RESPONSE**

### **Comply/Do not comply**

1. Onsite Contract Manager X 1
2. Contract Cleaning Supervisors X 7
3. Contract Service Staff X 50

- Bidders will ensure that appropriate supervisory structures are in place in order that the Contract Service Staff engaged in the provision of the service are always adequately supervised and perform their duties properly at all times.
- Full details must be submitted of the numbers and categories of staff to be deployed **per shift**.

#### **2.23.2 Dress Code of Staff:**

- The bidder will ensure that staff is appropriately dressed and presentable at all times while on the **MOWBRAY MATERNITY HOSPITAL'S** premises.
- All the bidder's staff must wear appropriate and **uniform protective clothing**, which must be clearly and prominently embossed-with a company logo, and be of a standard that is not inferior to that of the **MOWBRAY MATERNITY HOSPITAL** own staff engaged in similar duties.
- The bidder will provide his staff with **photo-identification badges**, which bidder be worn and always displayed by the staff while on the **MOWBRAY MATERNITY HOSPITAL'S** premises.

#### **2.23.3 Smoking:**

- The bidder's staff must comply with the Provincial Government and Mowbray Maternity Hospital's smoking policy.

#### **2.23.4 Conduct of Staff:**

- The bidder will ensure that his staff carry out their duties and behave in as quiet and orderly manner as may be reasonable practicable while on the **MOWBRAY MATERNITY HOSPITAL'S** premises; that they will have regard for the nature of the duties they perform and, that no unreasonable or unnecessary disruption will be caused to the routine and procedure of the **MOWBRAY MATERNITY HOSPITAL'S** staff and **MOWBRAY MATERNITY HOSPITAL'S** functioning. The bidder staff engaged in the provision of service must be under the

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control and direction of the bidder's on-site managerial and supervisory staff that will be responsible to maintain control and discipline at all times.

**BIDDERS RESPONSE**  
**Comply/Do not comply**

- Bidder's staffs are to respect the **MOWBRAY MATERNITY HOSPITAL'S** patient's rights to privacy and confidentiality.
- While on the **MOWBRAY MATERNITY HOSPITAL'S** premises, staff must comply with **MOWBRAY MATERNITY HOSPITAL'S** policy and procedures and must comply with safety and security directives.
- The **MOWBRAY MATERNITY HOSPITAL'S Contract Manager** will have the right to instruct the Project Manager to remove, from the **MOWBRAY MATERNITY HOSPITAL'S** premises, any of the bidder's staff who engages in horseplay, is disorderly, is disruptive, who transgresses any **MOWBRAY MATERNITY HOSPITAL'S** policy, who is under the influence of alcohol or other substance, who divulges any detail of **MOWBRAY MATERNITY HOSPITAL'S** patients or whose presence onsite is undesirable.

**2.24 Public Liability Insurance:**

- 2.24.1 It is a condition of this bid that the bidders must have current Public Liability Insurance before the time of bidding.
- 2.24.2 The successful bidder must obtain Public Liability Insurance at his own cost commensurate with the risks to which he is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or his staff may be responsible. This information must be submitted by the bidder at bid closure. Failure to do so will invalidate the bid.

Proof of validity of the public liability insurance cover to be submitted on a quarterly basis to the Supply Chain Management Unit – Contract Administration Section.

**2.25 Skills Development Levies Act (9 of 1999)**

- 2.25.1 It is a condition of this bid that the Successful Bidder is registered with the Department of Labour and the Successful Bidder must accept full responsibility in terms of the Skills Development Levies Act (9 of 1999).

**2.26 Pay as you earn (PAYE)**

- 2.26.1 It is a recommended that the Successful Bidder is registered with the Commissioner of SARS for PAYE.

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2.27     **Training and experience**

The appointed bidder must have substantial experience in the cleaning of hospitals of no less than 3 years similar institutions and must also allow its staff to be accessible to in-service training from the bidder as well as the hospital personnel on relevant work-related issues.

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**SECTION B**

**PART 3: STATUTORY AND OTHER REQUIREMENTS**

- A. It is a condition of this bid that only bidders who comply with the below requirements will be considered for acceptance. Bidders are therefore required to declare their compliance at the end of this section.
- Every question must be answered by marking the applicable “Yes” or “No” block with an “x”.
- Failure to comply with this requirement or the provision of acceptable, well-motivated written explanations where deviations occur, may lead to immediate disqualification of the bid.
- B. All information provided in this Section shall or may be verified by The Department.

3.1 **Registration in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993**

3.1.1 Is the bidder registered with the Commissioner for COID? ☐ Yes ☐ No

3.2 **Unemployment Insurance Fund Registration (UIF)**

3.2.1 Is the bidder registered with the Commissioner for UIF? ☐ Yes ☐ No

3.3 **Public Liability Insurance**

3.3.1 Is the bidder currently insured against liability claims? ☐ Yes ☐ No

3.3.2 What is the amount insured? (Minimum of R5 million) R.....

3.4 **Skills Development Levies Act (9 of 1999)**

3.4.1 Is the bidder registered with the Department for SDL? ☐ Yes ☐ No

Provide written reason with your bid, if bidders response is ‘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: .....

.....  
SIGNATURE FULL NAMES Commissioner of Oaths

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Business Address:

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**SECTION B**

**Part 4: QUESTIONNAIRE: ORGANISATION FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER**

**(Paragraphs 4.1 – 4.5.1 inclusive)**

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

**4.1 Financial Standing**

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

Payments can be expected within 30 days of submission of a valid original tax invoice at the end of the month in which the service was provided.

**4.2 Physical Infrastructure**

**4.2.1 Administration Office**

**4.2.1.1 Where is the bidder’s administrative office which will be responsible for the site?**

State physical address and telephone numbers

.....

.....

.....

.....

**4.2.1.2 Does the bidder have a contingency apacity in case of emergencies on the site?**

State capacity

Reference letters and contact details of 3 clients, 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.

.....

.....

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

.....

.....

**4.2.1.4 Further information regarding the Head Quarters:**

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4.2.1.4.1	Is it a guaranteed 24-hours service?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.2.1.4.2	Is it situated at home?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.2.1.4.3	Is it a dedicated Administration Office?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.2.1.4.4	Landline telephones in Administration Office?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.2.1.4.5	Activated cell phones in Administration Office	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.2.1.4.6	email in Administration Office.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.2.1.4.7	Administration Office always manned by well-trained staff who Can handle emergency situations.	<input type="checkbox"/> YES	<input type="checkbox"/> NO

#### 4.3 **Uniforms**

4.3.1	Does the bidder have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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The uniform shall be distinguishable from the general public and **MOWBRAY MATERNITY HOSPITAL'S** staff.

#### 4.4 **Identification Badges**

Does the bidder have its own corporate photo-identification badge Which is compulsory for employees to display clearly when on site?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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#### 4.5 **Cleaning Contract Experience within a hospital environment**

4.5.1 A minimum of three (3) years cleaning contract experience within a hospital environment.

Reference letters and contact details of 3 clients, attesting to the bidder's ability to provide a professional, punctual, reliable and cost-effective service.

Company/ State Department/ Provincial Department	Contract Period Starting date	Contract Period end date	No. of cleaners per shift	Contact Person and telephone number

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**Part 5: GENERAL SITE SPECIFICATIONS**

Bidders are to indicate in the column provided that he/she has read, understood and accepted the specific conditions. (Bidders must indicate their response by stating 'comply' or 'do not comply' in the column provided. If you fail to do this your offer will not be considered)

The following specifications will apply to all sites:

1. **SCOPE**

Provision of a comprehensive cleaning service for various areas of **MOWBRAY MATERNITY HOSPITAL** including consumables, equipment and labour as indicated.

1.1 **VALIDITY PERIOD**

1.1.1 The bid validity period shall be **60 days** from the closing date of the bid.

1.1.2 If the bid is withdrawn within this period, the bidder will be liable to compensate the **MOWBRAY MATERNITY HOSPITAL** should a less favourable bid have to be accepted.

1.2 **CONTRACT PERIOD AND COMMENCEMENT DATE**

1.2.1 The successful bidder will commence providing the service at a mutually agreed upon date and time after the signing of form WCBD7.2 "Contract Form – Purchase of Services" and the Service Level Agreement.

1.2.2 The bid period will be for a thirty-six (36) month period which will commence at the agreed upon date in paragraph 2.2.1 above.

1.3 **TRANSFER AND CESSION OF CONTRACT**

1.3.1 The successful bidder must provide the proposed cleaning service himself. The use of sub-contractors will not be allowed.

1.3.2 The successful bidder must not cede, transfer, sell or alienate this bid or any part of it in any way to any person or company within the first 3 (three) months of the bid. The bid must only be ceded/transferred after this period with prior written permission from the **Chief Executive Officer: MOWBRAY MATERNITY HOSPITAL** and provided that the cessionary is able to comply with all requirements of this bid.

1.4 **BREACH, TERMINATION AND EXPIRY OF CONTRACT**

1.4.1 The parties agree that the provision of Paragraph 23 of the General Conditions of Contract will apply in such an event, if it is not in conflict with this bid.

1.4.2 The bidder agrees that the **MOWBRAY MATERNITY HOSPITAL'S** premises may be viewed at any reasonable time by other prospective bidders during the last 6 months of the contract period.

**DETAILS OF OFFER**  
**Comply /Do not comply**

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## 2. GENERAL DESCRIPTION OF CLEANING SERVICE

## DETAILS OF OFFER Comply /Do not comply

- 2.1 The bidder will provide the services as detailed above in accordance with the standard set and the requirements of the client.
- 2.2 The bidder will supply **all cleaning materials and equipment** necessary for carrying out of the bid. (His own expenses unless otherwise stated in the specification.)
- 2.3 **The onsite contract manager shall** accompany a designated **MOWBRAY MATERNITY HOSPITAL'S** staff member on inspections.
- 2.5 Control measures to be utilised by the bidder to monitor the timekeeping of the workforce.
- 2.6 **Identification/logos** to be worn by bidder and employees at all times, in addition to the employee's uniforms.
- 2.7 A weekly/monthly control checklist to advice payment will be used by the **MOWBRAY MATERNITY HOSPITAL'S** staff to monitor work effectiveness.
- 2.8 The bidder's staff will receive in-service training Mowbray Maternity Hospital to perform special tasks, e.g. medical waste, handling emergency requests covered in the SETA training syllabus.
- 2.9
- 2.10 The bidder will investigate any staff transgression as reported to them regarding and not limited to: disappearing from point of duty, absenteeism, alcohol abuse, extended lunch or tea breaks and replace staff when necessary.
- 2.11 The bidder's cleaning staff must present an acceptable image/appearance which implies, inter alia, that they may not sit, lounge about, smoke or drink whilst on the premises of MMH. The use of cellphones should be limited to lunch and tea breaks, excluding Onsite Contract Manager and Supervisors.
- 2.12 The bidder will repair or pay any damages caused by staff employed. All consumables used by the bidder must comply with the standards set/laid down by the South African Bureau of Standards. Mowbray Maternity Hospital prior to the commencement of the bid must approved a list of consumables or items to be used on site.

## 3. GENERAL REQUIREMENTS

- 3.1 A Service Level Agreement will be entered into with the successful bidder, if required.
- 3.2 Adequate stock levels must be maintained at all times.
- 3.3 The bidder will supply an adequate labour force in order to render a service of a standard acceptable to the client.
- 3.4 Substitute/Relieve staff must be provided for persons on leave, or sick. Substitute/Relieve staff must comply with all requirements of the contract
- 3.5 An Onsite Contract Manager with the necessary skills must be available at all times to plan and monitor the work.

The training curriculum must be available for review in order to ensure compliance with infection control and occupational health and safety principles.

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- 3.6 The **MOWBRAY MATERNITY HOSPITAL** Contract Manager will be able to communicate with the onsite Contract Manager daily in order to report areas that requires immediate attention, i.e. floods,
- 3.7 Onsite Contract Manager and Supervisors must report broken sanitary ware to the Manager of the relevant operational area of **MOWBRAY MATERNITY HOSPITAL**.
- 3.8 The Onsite Contract Manager will accompany the Contract Manager on two weekly or as agreed inspections of the areas.

#### 4. **CONTROL MEASURES**

- 4.1 Cleaning Manager and Supervisors must have undergone and given appropriate SETA training.
- 4.2 The Manager, Supervisors and Cleaners must have a name badge indicating company name, rank and name.
- 4.3 Where protection clothing, such as scrub suits, are provided by **MOWBRAY MATERNITY HOSPITAL**, in specified areas, to be changed into on site, (Theatre, CSSD, Laundry and Feed Prep) Cleaning Staff may under no circumstances leave the unit or hospital premises wearing the hospital protection clothing.
- 4.5 The successful bidder must maintain a register on a daily basis in order to monitor signing-in and signing-off times in areas of deployment. Copies of the relevant hours recorded must be reconciled and attached to all invoices.
- 4.6 Continuous duty without the laid down off duties will not be allowed. Relievers for off duty and absenteeism must be provided.
- 4.7 Should a cleaner/supervisor/manager not perform or if reports of misconduct are received, he/she must be removed from the site and be replaced by the successful bidder immediately on request of the Contract Manager.

#### 5. **LABOUR FORCE**

- 5.1 The bidder will supply an adequate Labour Force in order to render an acceptable standard of service to the hospital. Such Labour Force will consist of the following:

Area	Staff Number/shift	Gender
Ground Floor: Hospital	3x 07h00 – 19h00 1 x 19h00 – 07h00	Female Female
B-Floor	3x 07h00 – 19h00 1 x 19h00 - 07h00	Female Female
C-Floor	3x 07h00 – 19h00 1 x 19h00- 07h00	Female Female
Labour suite	2x 07h00 – 19h00 1 x 19h00 - 07h00	Female Female
Admission suite	2x 07h00 – 19h00 1 x 19h00 - 07h00	Female Female
Theatre	2 x 07h00 – 19h00 1 x 19h00 - 07h00	Female Female
Nursery &	4 x 07h00 – 19h00	Female

**DETAILS OF OFFER**  
**Comply /Do not comply**

**DETAILS OF OFFER**  
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KMC	1 x 19h00 - 07h00 1 x 19h00 – 07h00	Female Male
A-Floor	2 x 07h00 – 19h00 1 x 19h00 - 07h00	Female Female
CSSD	1 x 07h00 – 16h00	Female/ Male
Feed Prep	2x 07h00 – 19h00	Female
Linen Bank	5x 07h00 – 16h00 3x 07h00 – 19h00	Female Male
Workshop & Stores	1 x 07h00 – 16h00	Female/ Male
Grounds	1 x 07h00 – 16h00	Male
Admin Block (entrance to B-ward and corridors)	1 x 07h00 – 19h00	Female
Admin Block: 3 <sup>rd</sup> Floor	1 x 07h00 – 16h00	Female/Male
Admin Block: 2nd Floor	1 x 07h00 – 16h00	Female/Male
Admin Block: 1st Floor	1 x 07h00 – 16h00	Female/Male
Education Dept	1 x 07h00 – 16h00	Female
Waste Transporter, inclusive of sluicing	1 x 07h00 – 19h00 1 x 19h00 - 07h00	Male Male

#### **Supervisors:**

Ground Floor: Main hospital x 1 (07h00 – 16h00)

B-Floor ,x 1 (07h00 – 16h00)

C-Floor x 1 (07h00 – 16h00)

Labour +Admission+ Theatre x 1 (07h00 – 16h00)

Nursery + KMC x 1 (07h00 – 16h00)

Day Duty x 1 (07h00 – 19h00) Inclusive of A-ward, Stores, Feed Prep, Admin block, outside buildings and Grounds

Night Duty x 1 (19h00 – 07h00)

#### **Manager**

On-site manager x 1 (07h00 – 16h00)

**NB:** Duty list will be supplied to the prospective bidder by the Institution for the different category of staff:

Cleaning Manager; Supervisors and cleaning Staff

#### **Cleaning Requirements:**

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The successful bidder will be responsible for the cleaning of the entire MMH facility, all outside buildings, including window cleaning inside and outside up to maximum height of 1,8 m

The cleaning service specifications are attached- **refer to Annexure B**

#### **Duty List per Department:**

The cleaning of Clinical and Non-Clinical areas must be done in accordance with the hospital cleaning policies and be compliant with the Occupational Health and Safety legislation, Infection Control Guidelines and waste management policies.

NB: Cleaning of body fluids on floor e.g. Vomitus, Urine, Blood, Sputum and Faeces.

Each Department must have cleaning equipment that is maintained in a good condition and sufficient for the cleaning needs– no sharing of equipment between floors and areas.

#### **SERVICE FREQUENCY AND STANDARD**

The following important information must be noted:

The cleaners in feed prep, CSSD, Theatre, and linen area must not be rotated, unless agreed with the Contract Manager.

Rotation of cleaners in other areas must be consulted with the Contract Manager.

## **5.2 SCOPE OF THE REQUIRED SERVICE, MATERIALS AND CONSUMABLES**

**5.2.1.** The Successful Bidder must provide the services in accordance with the standard set and the requirements of the Hospital.

## **5.3 EQUIPMENT AND MATERIALS**

**5.3.1** The Successful Bidder must provide equipment that is in excellent condition, for the effective execution of said schedule of activities. The equipment must also be sufficient for staff use and available at all times. The equipment will be inspected by the Contract Manager and any other representative of Mowbray Maternity Hospital before the commencement of the contract.

**5.3.2.** The successful Bidder will provide SABS Approved Safety Data sheets (SDS) before the starting date of the contract for approval. Each area should be provided with a SDS folder containing all SDS chemicals used by the cleaning staff. Any changes to product/consumables must have an SDS.

**5.3.3.** The equipment must be compliant with the Ideal Hospital Standards of the Office of Health Standards Compliance.

**5.3.4** The Successful Bidder must provide proof of the maintenance plan of the cleaning machines to show it is properly serviced and maintained.

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- 5.3.5.** All consumables used by the Successful Bidder must comply with the standards set/laid down by the South African Bureau of Standards (SABS) - as well as the Ideal Hospital Standards prescripts for Hospitals. Prior to the commencement of the bid, the successful bidder must produce samples of consumables and equipment to be quality evaluated as well as safety data sheets (SDS) for all consumables (chemicals).
- 5.3.6** Adequate stock levels of cleaning materials must be maintained at all times.
- 5.3.7** Sufficient stock of cleaning consumables to be supplied by successful bidder with minimum stock levels to be available at all times. A designated official of Mowbray Maternity Hospital in conjunction with the bidder will verify this on a monthly basis.
- 5.3.8.** All consumables and equipment approved for use in the hospital must not be changed without prior approval from Contract Manager.
- 5.3.9.** All cleaning contract staff should be taught how to perform Terminal Cleaning for Isolation areas as a part of their training for Environmental Cleaning in Health Facilities. Further training over and above this will be provided if indicated and PPE specific to disease transmission route will be provided by Mowbray Maternity Hospital

#### **5.4 LINEN BANK: CLEANER DUTIES**

##### **5.4.1. Handling all aspects of dirty laundry (daily)**

- Daily collecting of dirty laundry from wards / departments.
- Daily counting of dirty laundry both at wards and Laundry
- Daily sorting and bagging of dirty laundry in bags.
- Sluicing of dirty laundry
- Daily collection of soiled linen to coincide with collection time of laundry truck
- The necessary precaution measures must be taken according to hospital policy i.e. employees must wear protective clothing.

##### **5.4.2. Handling all aspects of clean laundry (daily)**

- Daily delivery of clean laundry from linen bank and to wards /departments / section
- Daily counting of clean laundry both at wards and Linen bank.
- Daily sorting and bagging of clean laundry in bags
- Receive clean linen from laundry.
- Ensure that linen assistants check delivered bags for discrepancies and shortages.
- Unpack and check for correct numbers and items

##### **5.4.3. Stock control of laundry (daily)**

- Counting of full stock of institution.
- Filling in of numbers on provided template
- Linen must be sorted and counted per item and numbers must be recorded correctly for submitting to linen supervisor
- Unpack and check for correct numbers and items
- Regular stock takes to indicate losses
- Seal laundry bags and mark clearly with hospital's name before it is taken outside for collection

##### **5.5.4. Cleaning of working environment (daily)**

- Clean working areas.

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- Ensure that area is clean and hygienic after linen sorting process

#### 5.6 Feed Prep: Cleaner duties (daily)

##### 5.6.1. Cleaning of Bottles and feed cups

- Removing of patient stickers
- Soak bottles and feed cups in warm water
- Wash bottles and feed cups with liquid soap.

**The bidder's staff will be required to respond to emergency cleaning need outside designated areas but within the institution.**

#### PLEASE NOTE:

The bidder must adhere to labour prescripts as to the maximum number of hours that a cleaner may work.

All departments have their own job description for cleaning duties, handling of linen. Compliance with the Hospital's waste management plan and SOP must be adhere to . The Successful bidder's staff will be orientated prior commencing of bid.

The bidder will supply adequate supervisory staff with transport to affect their duties.

**5.4** Only a locally based labour force will be used by the bidder.

#### **6. MINIMUM CLEANING EQUIPMENT REQUIRED: DUE TO CROSS-INFECTION**

**6.1** The equipment and supplies must be colour coded as per the hospital IPC Policy. The quantity is not limited to:

Colour coding for cleaning equipment and supplies

RED	Highly contaminated areas, such as toilets, sluice/bedpan rooms, and bathroom floors
BLUE	General areas including wards, clinics, offices, reception areas and corridors
GREEN	Patient bathrooms (basin, bath and shower)
YELLOW	Isolation rooms
WHITE	Kitchen areas

**Cleaning equipment and supplies must include the following but is not limited to:**

Cleaning equipment and supplies	Minimum number required
Floor sweeps (no brooms with bristles)	26
Dustpan and brush	26
Cleaning trolleys, each containing the following: <ul style="list-style-type: none"> <li>• Two buckets for floor washing with a water squeezer</li> <li>• Two buckets for damp dusting</li> </ul>	26
Floor wipes for washing floor with colour-	26

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coded replaceable sleeves	
Cleaning cloths (colour coded)	300*
Scour pads	100*
Scrubbing brushes	50*
Wet floor warning signs	60*
5 litre container with a lid and a measuring jug for mixing of chlorine disinfectant (Biocide)	9
Floor buffing machine with buffs	4
Floor stripper and floor sealer	20 x 5 litre containers each*
Window squeegee for cleaning windows with extendable handle	10*
Extension lead	4
Toilet brushes (each toilet must have its own brush)	97 toilets with replacement brushes when required

\*Numbers indicate the stock levels that should be at hand at all times and that provision must be made for these items to be replaced frequently. The frequency of replacement will depend on the particular area that is being cleaned

Used/dirty Microfibre mopping sleeves must be removed by the cleaning contractor after each cleaning cycle and washed, disinfected and dried off site. The Cleaning Contractor must ensure that there are enough microfibre mopping sleeves to cover unpredicted spills on site and to manage the next cleaning cycle whilst the dirty sleeves are off site. Mopping sleeves processed of site must not be laundered with any other items of laundry from other institutions. Mowbray Maternity Hospital reserves the right to perform an onsite visit to observe the process without warning.

- 6.2 Effective, proper equipment to perform the said schedule of activities/to be sufficient for staff use and available at all times.
- 6.3 The bidder will keep all equipment to be used on the **MOWBRAY MATERNITY HOSPITAL'S** premises in a clean and good state of repair. If problems are experienced with equipment, especially electrical equipment, it must be replaced immediately with a substitute. If it has to be removed from the **MOWBRAY MATERNITY HOSPITAL'S** premises for repairs, it must be replaced with another machine.

## 7. CONSUMABLE AVAILABILITY

- 7.1 Sufficient stock of cleaning consumables to be supplied by successful bidder with minimum stock levels to be available at all times.
- 7.2 Consumables to be supplied shall be an approved brand with the South African Bureau of Standards for the following products:
- 7.2.1 **Neutral Detergent.**
- 7.2.2 **All Purpose Cleaner** for use in toilet bowls, hand basins, etc. Must be non-ammonia based.
- 7.2.3 **Window Cleaner.**
- 7.2.4 **Brass Cleaner** for use in the cleaning of brass knobs, etc.

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- 7.2.5 **Stainless Steel Cleaner** for use in lifts, door frames, etc. – smell must not be overpowering to patients and lift users.
- 7.2.6 **Floor Sealer / Dressing** 25% solid content or more (Polymer).
- 7.2.7 **Floor Stripper** compatible with sealer non-ammonia base.
- 7.2.8 **Air Freshener/Odour neutraliser** for general use.
- 7.2.9 **Degreaser** for stubborn dirt such as showers or fatty dirt built-up.
- 7.2.10 **Floor Pads for strip and polish**
- 7.2.11 **Cleaning Cloths** to be colour coded for different cleaning applications.
- 7.2.12 **Disinfectant.** (hypochlorite solution, 6g sachet) **For use after blood and body fluids have been removed and for terminal cleaning**
- 7.2.13 **Clear, Red, Yellow and plastic waste bags, small, medium and large** for the collection of all waste.
- 7.2.14 **Any consumables / chemicals** as required to successfully performing cleaning
- 7.2.15 All chemicals and cleaning agents must be clearly labelled, ozone friendly and stored in containers with screw caps.
- 7.2.16 **For Cleaning of Wards:**
- The cleaning method and chemicals must comply with the current hospital standard operating procedures / protocol.**

**DETAILS OF OFFER**  
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**8. PAYMENT**

- 8.1 Payment will take place **ONLY** once per month. Payments can be expected within 30 days of submission of a valid original tax invoice at the end of the month in which the service was provided.
- 8.2 The user shall pay to the bidder the quoted price for the services rendered, with the user retaining the right to deduct from the monthly payments, in the event of the bidder failing to render a satisfactory service due to an oversight, negligence on the part of the bidder or lack of supervision, an amount equivalent to 1% of the monthly payment.
- 8.3 A weekly/monthly control checklist to advice payment will be used by the hospital staff to monitor work effectiveness.
- 8.4 If at any time during the period of the bid there is any alteration in the wage rates paid to the employees of the bidder, which is prescribed by a wage regulating measure having the force of law, the will be entitled to adjust the quoted price in accordance with and to the extent of such variation. If required the bidder will satisfy the user as to that extent by audited statements.
- 8.5 Should the service area increase or decrease as a result of the availability of funds, the quoted price may be adjusted on a pro-rata basis by mutual consent.

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Annexure B

Cleaning Specifications	
SERVICE REQUIREMENTS	
Waste removal- Types of domestic waste	
<b>Remove all household waste from offices and departments to the Holding area daily.</b>	
✓	Clear bags with household refuse.
✓	Flattened carton containers.
✓	Each type of refuse container must be taken to the specific disposal point.
✓	Handling and storage of clear bags must be removed daily into the municipal refuse bins.
✓	Refuse bins must be lined with clear bags starting from back of refuse area to front.
✓	Flattened cartons.
✓	Store in a designated area for wastepaper and cartons.
✓	All boxes to be flattened before storage.
✓	Always keep area locked.
✓	Remove containers from the Sluice Rooms.
✓	Containers on a trolley supplied by the department to be used to transport waste to the area specified for that waste type.
✓	Wash waste containers weekly at clinic areas and Admin Department.

Cleaning Specification
<p><b>SERVICE REQUIREMENTS</b></p> <p>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, always maintained at a high standard.</p> <p>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 Mowbray Maternity Hospital premises.</p> <p>The Occupational Health and Safety Act, Act no. 85 of 1993 and Regulations govern the daily routine and cleaning and disinfection processes, which are performed according to a 2-step method.</p> <p>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.</p>

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

Area-furniture/fixtures/Fittings	Activity
Workshops (s) – work benches, chairs	Clean
Glass doors	Wash when necessary
Doors ,walls and skirtings	Wash
Light fittings, shelves, lockers, kitchen appliances	Clean
All ducts, grills and vents	Clean
Area-furniture/fixtures/fittings	Activity
All window & window sills	Wash inside & outside
Doors, walls and skirtings	High dusted
Store shelving	Clean

Specifications for eco-friendly cleaning and hygiene to be done		
	Standard Method	Frequency
Banister/Handrail at staircases	Dust	Daily
	Wet wipe with detergent & water with ammonia-free containing detergent	Daily
Basins	Wet wipe with hard surface cleaner	Daily
	Wet wipe with ammonia-free containing detergent	Daily as required
	Remove mineral deposits	Monthly
Blinds	Vertical – remove dust	Weekly
	Horizontal - dusting	Weekly
	Horizontal – damp wipe with ammonia-free containing detergent	Monthly
Carpets	Vacuum with vacuum cleaner equipped with HEPA/S-Class filters (High Efficiency Particulate Air Filters) Industrial-High traffic	Daily
	Low traffic	Twice daily
	Remove spots and stains	As necessary
	Interim clean	As required
	Steam cleaning	Every six (6) month
Ceilings	Dust and wipe air vents	Monthly

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Cleaning Specification		
Specifications for eco-friendly cleaning and hygiene to be done:		
Area	Standard Method	Frequency
Chairs	Cloth – vacuum	Fortnightly
	- Spot clean	As necessary
	- Shampoo	As required
	Vinyl and leather – dust	Daily

	Damp wipe with ammonia-free containing detergent	Weekly
Courtyards	Sweep paving areas	Daily
	Remove municipal waste	Daily
	Clean tables and chairs	Daily
Desks	Wood – dust	Daily
	Scaled wood/glass/Formica	Daily
	Damp wipe with eco-friendly ammonia-free containing detergent	Daily
Doors	Remove finger-marks on glass and push plates with a degreasing agent and equipment that will not scratch the surface	Daily
	Remove dirty spots on wooden and metal doors	Daily
	Polish doorknobs with an approved metal polish	Weekly
	Damp wipe with ammonia-free containing detergent	Weekly
	Damp wipe door handles with ammonia-free containing detergent	Daily
Electrical	Dust	Daily
Equipment	Damp wipe with ammonia-free containing detergent	Weekly
Fire	Treads – sweep	Fortnightly
Escapes	Handrails – damp wipe with ammonia-free containing detergent	Fortnightly
Floors	Remove dust with dust sweeper	Daily
Resilient (vinyl)	Damp mop for spoilage or spillage with soap or neutral detergent and water	As necessary
Floors – hard	Remove dust with dust sweeper	Daily
Ceramic, marble granite, brick, porcelain	Damp mop for spoilage or spillage with soap and water	As necessary
Concrete etc.	Machine Scrub	As necessary
Kitchens	Floors swept and washed with soap or neutral detergent and water	Daily

	Work surfaces damp wet cloth, wiped and dried	Daily or as required
	Walls and cupboard doors damp wipe	Twice weekly
	Cupboard storage cleaned and wet wipe	Monthly
Concrete etc.	Machine scrub	As necessary
Kitchens	Floors swept and washed with soap or neutral detergent and water	Daily
	Work surfaces damp wet cloth, wiped and dried	Daily or as required
	Walls and cupboard doors damp wipe	Twice weekly
	Cupboard storage cleaned and wet wipe	Monthly
Light switches	Damp wipe with ammonia-free containing detergent	Weekly
Liquid soap holders	Fill liquid soap holders	Daily or as necessary

Metal work	Polish with stainless steel eco-friendly polisher	Daily or as required
Mirrors	Wet wipe with eco-friendly based cleaning agent and dry	Daily or as necessary
Parking areas/security "hut" (main entrance ramp)	Sweep and keep free of wastepaper and litter	Twice daily
Pictures	Dust frames	Weekly
	Damp wipe frames and clean glass	Monthly
Pipes	Dust	Weekly
Plugs	Damp wipe	Weekly
Power boxes	Dust and damp wipe	Weekly
Railings	Dust	Daily
	Damp wipe	Twice weekly
Refrigerators/microwaves	Damp wipe top with ammonia-free containing detergent	Twice weekly
	Deep cleaning of appliances	Once a month
	Doors (two-step process)	Once a day
	Remove contents and damp wipe shelves with ammonia-free containing detergent	Weekly
	Defrost and clean shelves and inside surfaces	Once a month
Rubbish bins	Empty and damp wipe Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors, carpets or tiles.  The contents of waste baskets and other office rubbish should be removed neatly in bags and deposited in the rubbish bins provided for this purpose.	Daily
Shelves	Dust those that are empty	Weekly
Shelves	Damp wipe when shelves are cleared with ammonia-free containing detergent	As required
Showers in basement	Remove residue and grease from walls, door and floor using hard surface cleaner	Weekly, or as required
	Wash walls, door and floor	Daily
Sinks	Wet wipe	Daily
Skirting	Dust	Twice weekly
Switches	Damp wipe with ammonia-free containing detergent	Weekly
Tables	Dust	Daily
	Wet wipe with ammonia-free containing detergent	Weekly
	Glass tops: Wet wipe with glass cleaner	Weekly

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Taps		Wet wipe with ammonia-free containing detergent	Daily
Telephones		Dust	Daily
(2 step-process)		Clean and then disinfect	Twice weekly
Ablution facilities/staff		To be cleaned	At all times
		Ensure usability and replenish consumables	When required
		Remove spillage from bowl and under flush rim with hard surface cleaner and a brush	Daily or as necessary
		Remove mineral deposits	Monthly
		Wet wash seat and lid, cistern and pipes, etc.	Daily
		Disinfect all components	Daily
		Wet wipe doors and walls	Daily
		Remove litter	Daily
Ablution Facilities	Public/Waiting	To be checked, cleaned and serviced/replenished	1 hourly
All floors	Areas/Basement/store Rooms included	Remove spoilage from bowl and under flush rim with an eco-friendly surface cleaner and a brush	1 hourly
		Remove mineral deposits	Monthly
		Wet wash seat and lid, cistern and pipes, etc.	1 hourly
		Disinfect all components	1 hourly
		Wet wipe doors and walls	1 hourly
		Remove litter	Daily

Cleaning Specifications		
Area	Standard Method	Frequency
Floors	Wet wipe with eco-friendly disinfectant	1 hourly
	Wet wipe pipes and flushing mechanisms	1 hourly
	Mop step or floor at urinal with eco-friendly disinfectant	1 hourly
	Remove mineral deposits from gullies and drains	Monthly
Walls	Remove all spots and fingerprints on walls, painted surfaces, electric switches, etc.	Daily
	Wet wipe with eco-friendly ammonia-free containing detergent and dry washable surfaces	Monthly
Office windows	Clean inside and outside faces with glass cleaner	Monthly
	Clean outside faces with glass cleaner or squeegee only on ground floor	Quarterly
All office window sills	Dust	Twice weekly
	Dust and damp wipe with eco-friendly ammonia-free containing detergent	Weekly
Surveillance room	Wet-wiping of desktop, table-tops and cupboard tops	Daily

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Lecture Rooms	Equipment wet wipe and disinfect, clean floors	Daily and as required
Board rooms	Cleaning	Daily and when needed
Training rooms	Cleaning	Daily and when needed
Burnish/Polish	Resilient and hard floors	M = High speed rotary polisher (1000 rpm or more) E = Ultra or high-speed floor pad. Spray bottle C = Floor maintenance spray cleaning detergent P = Floor to be dust free and dry A = Spray a fine mist over two to four square meters of floor (coverage 1000m square or more per litre). Pass machine briefly over sprayed area to spread chemical, systematically cover the area. Two or three passes over the same area should leave it clean and dry with shine restored. Use this technique without spraying if the floor has been mopped with a wash and wax type detergent.

Cleaning Specification			
Specifications for eco-friendly cleaning and hygiene to be done:			
ECO-friendly cleaning and hygiene methods:			
Damp mop	Resilient and hard floors	Double bucket mop wringer trolley system. Mop handle and heavy-duty mop head or flat/butterfly mop with metal handle.  Floor to be pre-swept  Warm water solution with either neutral or wash and wax type eco-friendly detergent or disinfectant. Dip mop into solution and wring dry frequently.	
Damp wipe	Any non-porous or washable surface	Bucket, lint free cloth.  Usually, an ammonia free detergent.  Surfaces should be dusted.  Use warm water cloth to be squeezed or wrung out until only damp, but not dripping. Use systematic wiping motion and additional pressure on stubborn spillage. Re-immers cloth in detergent solution frequently and squeeze dry. Change the solution at appropriate intervals to ensure dirt is not reapplied.	
Eco-friendly disinfectant	Any non-porous or washable surface	Bucket and mop (for floors) and lint free cloth (for other surfaces) or spray bottle. Chlorine, quarterly ammonium or other eco-friendly disinfectant. Apply eco-friendly disinfectant	

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		diluted to manufacture's specification applicable for the surface, using mop, cloth or spray bottle as appropriate. Apply liberally and allow ten minutes reaction time, then vacuum equipped with HEPA/S-Class filters (High Efficiency Particulate Air Filters), mop or wipe dry.	
Dust	Any porous or non-porous hard floors	Mop sweeper or disposable cloth sweeper.  Surface must be dry. Mop head must be clean or fitted with unused disposable cloth. Fit new disposable cloths or wash mop heads frequently.	
Interim cleaning	Hard floors	Suitable eco-friendly floor – Wet mop system, blue pad for light scrubbing, clean mop or lamb's wool applicator. Neutral, preferably low foaming detergent. Appropriate floor dressing. Floor to be pre-swept. Apply solution from machine tank or with mop. Scrub and vacuum away slurry. Rinse with clean water, vacuum and mop dry. Apply one coat of the floor dressing.	
	Carpets	Ideal process is dry or neatly so. Pad system: cover lightly soiled areas or the entire area with impregnated pad fitted to rotary. Powder system: sprinkle powder over soiled areas or entire areas as required, covering no more than about ten square meters at a time.	
Mineral deposits		Brown coloured deposits of mainly calcium and magnesium on or in areas that are nearly always wet e.g. basins, taps, urinals, lavatory bowls.  Routine spillage to be removed in the normal way. Apply eco-friendly detergent solution with a cloth or sponge and leave for about ten minutes. Use mildly abrasive scouring pad (e.g. centre piece of red floor eco-friendly polishing pad) to remove deposits and detergent residue.	
Restorative cleaning	Carpets	Carpet shampoo brush, or purpose-built carpet shampooer, and /or spray extraction machine (loosely termed "steam cleaner"). Dry foam eco-friendly shampoo.	
	Hard and resilient floors	Referred to as stripping and sealing. Automatic scrubber or rotary floor machine and wet and dry vacuum.	

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		Black scrubbing pad, wet mopping equipment. Stripper and floor dressing. Litter and loose dust to be removed from the floor. Apply eco-friendly diluted stripper with a mop bucket. Scrub floor with machine and rinse with fresh water and vacuum, mop with fresh water.	
Spot cleaning	Any surface	Remove any spillage or marks that appear immediately.	
Sweep	Any hard floors, paving and concrete	Motorized walk behind or ride on sweeper. Mechanized broom or brush sweeper.  Platform broom (hard bristle for rough surfaces, soft for smoother surfaces).  Empty machine hoppers regularly if using a broom, leave manageable piles of litter for collection.	
Vacuum	Any surface, floors, and upholstery	Carpets should be vacuumed that is equipped with HEPA/S-Class filters (High Efficiency Particulate Air Filters) that are fitted with high efficiency particle arrester filters (HEPA). These filters have 99% efficiency and retain particles as small as 0.1 micrometer in diameter.	

Cleaning Specification		
Specifications for eco-friendly cleaning and hygiene to be done:		
Area/Task	Standard Method	Frequency
Disinfecting process		<b>Two-step process:</b>  The disinfecting solution must be mixed by the supervisors every morning which will be collected by the cleaning staff (the correct measurement will be indicated on the material data safety sheet).  Step one: Cleaning of surfaces with a neutral detergent. The surface must be allowed to dry before the disinfectant is used.  Step two: The mixed disinfectant (example Biocide or similar such as Sodium Hypochlorite and water), will be sprayed on the cloth.  The surface will be wiped down.  Do not dry the surface as a contact time of one minute for the disinfectant must be allowed.

Task and Frequency		
Task	Frequency	Bidder Response
Wet-wiping of desktops, table tops and cupboard tops	Daily (two-step process)	
Dusting/wet wiping of chairs, including frames and all other parts	-daily	
Cleaning of other sanitary ware,	Twice a day	

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including toilets		
Set up and fill/ replacement of hand-towel, and liquid soap and hand sanitizer. Toilet paper which will be provided by the department.	When needed	
Wooden floors: wet mopping and removal of stains	Daily	
Wet cleaning of stairs and corridors	Daily	
Cleaning of frequently touched areas example fridges, microwaves, door handles.	Three (3) times a day	
Cleaning of the service elevators (inside)	Daily	
Cleaning floor in the stores delivery area	Daily	
Cleaning the floors in the archive (records)	Daily or when required	
Cleaning of all doors	Daily	
Cleaning of all kitchen items and crockery using the dishwasher or by hand	Daily	
Cleaning of the reception/security desk	Daily	
Clean wash-basin with cloth and eco-friendly disinfectant	Daily	

Cleaning Specification		
Specifications for eco-friendly cleaning and hygiene to be done:		
Task and Frequency:		
Task	Frequency	
Wooden floors: wet mopping and removal of stains	Daily	
Wet cleaning of stairs and corridors	Daily	
Cleaning of the service elevators (inside)	Daily	
Cleaning floor in the stores delivery area	Daily or when required	
Cleaning of floors in surveillance room	Daily	
Window cleaning services: Please clean material with soap and water only. Do not make use of any chemicals containing ammonia	On an annual basis or (upon request)	
Sweep staircases	Daily	
Vacuum-clean all carpets and remove spots (spot cleaning)	Once per week per floor, and when the need arise	
Emptying of recycling paper and various waste baskets, replacement of plastic bags if needed (with emphasis in the kitchen) and collect into separate containers in the delivery area <b>The Department reserves the right to remove this instruction at any given time</b>	Daily	
Cleaning and sweeping of Grounds	Daily or when required	
The paper recycling will be collected separately in bags and will be deposited in special containers in the delivery area. Similarly, aluminum,	Daily	

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glass and plastic will be collected in the delivery area. <b>The Department reserves the right to remove this instruction at any given time</b>		
Clean urinals and toilet bowls with scrubbing-brush and light disinfectant. Wipe bowl lids with damp cloth moistened with disinfectant.	Daily	

Remove spots from walls with damp cloth and appropriate detergent	Daily	
Wash panes, glass and frames – on inside and outside	Weekly	
Clean corridor (passage) doors	Daily	
<b>Care and Cleaning of Polished Concrete Floors.</b> The floor should be wiped daily with a microfiber mop. These mops generally have a swivel head with at least a 500mm wide base. In traffic areas, the floor should be washed regularly with water and a mild soap. It is important that the soap should be of a neutral ph and not an acid-based product which is generally used for degreasing surfaces. <b>The use of eco-friendly products is mandatory.</b>	Daily	

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### PRICING SCHEDULE

WCGHSC0451/2025: RENDERING OF A COMPREHENSIVE CLEANING SERVICE INCLUDING EQUIPMENT AND CONSUMABLES TO MOWBRAY MATERNITY HOSPITAL UNDER CONTROL OF DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER: .....

CLOSING DATE AND TIME: 15 AUGUST 2025 AT 11H00 AM.

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

ITEM	1 <sup>ST</sup> YEAR (INCLUSIVE OF VAT)	2 <sup>ND</sup> YEAR (INCLUSIVE OF VAT)	3 <sup>RD</sup> YEAR (INCLUSIVE OF VAT)
1.	R..... Total per month	R..... Total per month	R..... Total per month
2.	R..... Total cost per year	R..... Total cost per year	R..... Total cost per year
3.	Total all-inclusive cost for three (3) years: R ..... (included VAT)		

<b>COST BREAKDOWN OF MONTHLY FEE for:</b>	1 <sup>ST</sup> YEAR MONTHLY RATE	2 <sup>ND</sup> YEAR MONTHLY RATE	3 <sup>RD</sup> YEAR MONTHLY RATE
Total basic salary per cleaner per hour (normal hours):	R.....	R.....	R.....
Total basic salary per supervisor per hour (normal hours):	R.....	R.....	R.....
Total basic salary per manager per hour (normal hours):	R.....	R.....	R.....
Total basic salary per cleaner per hour (Public holidays)	R.....	R.....	R.....
Total basic salary per supervisor per hour (Public holidays)	R.....	R.....	R.....
Total basic salary per manager per hour (Public holidays)	R.....	R.....	R.....

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

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

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

A. Does the offer comply with specifications? Please circle your option. YES / NO

B. If not to specification, please indicate deviation(s) on a separate sheet. YES / NO

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

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**Definition of pricing structures**

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

1. Firm prices

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

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

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

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

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

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

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## PROVINCIAL GOVERNMENT WESTERN CAPE

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

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

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

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

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**“business interest”** means -

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

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

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

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

Any person who directly or indirectly -

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

(i) that amounts to the-

(aa) illegal, dishonest, unauthorised, incomplete, or biased; or

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

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

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

(iii) designed to achieve an unjustified result; or

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

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

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**“employee”**, in relation to –

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

**“entity”** means any -

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

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

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

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

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

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

**“Provincial Government Western Cape (PGWC)”** means

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

**“RWOEE”** means -

Remunerative Work Outside of the Employee's Employment

**“spouse”** means a person's -

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

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- 7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the

employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

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

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

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

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

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.

10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:

a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition

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

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

SECTION A DETAILS OF THE ENTITY

	CSD Registration Number	MAAA
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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.

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

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

**C2. TABLE C**

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?				NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?				NO	YES
<p>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326-5445.)</p>					
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES
					N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO	YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?				NO	YES

#### SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

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

.....  
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 1.1 Do you know and understand the contents of the declaration? ANSWER: .....
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER: .....
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER: .....

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

.....  
SIGNATURE FULL NAMES Commissioner of Oaths

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

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

Business Address: .....  
.....

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

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

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

## 1. DEFINITIONS

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



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

## 2. GENERAL CONDITIONS

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

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



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

### 3. ADJUDICATION USING A POINT SYSTEM

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

### THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

#### 4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

##### 4.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{cc}
 \textbf{80/20} & \textbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

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

$P_t$  = Price of bid under consideration

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

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

### 5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

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

$P_t$  = Price of bid under consideration

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

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

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

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

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

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

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

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

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

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

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

## 7. BID DECLARATION

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



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

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

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

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

**9. SUB-CONTRACTING**

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

9.1.1 If yes, indicate:

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

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

**10. DECLARATION WITH REGARD TO COMPANY/FIRM**

10.1 Name of company/ entity: .....

10.2 VAT registration number: .....

10.3 Company Registration number: .....

10.4 Type of company/firm (Select applicable option) ☐ Partnership/Joint venture consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public company

☐ Personal liability company

☐ (Pty) Ltd

☐ Non-profit company

☐ State-owned company

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

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

**DATE:** .....

**ADDRESS:** .....

**WITNESSES:**

1. ....
2. ....

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

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

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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**

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**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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**General Conditions of Contract**

**1. Definitions**

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

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

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goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

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

## 3. General

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

## 4. Standards

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

## 5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## 7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## 8. Inspections, tests and analyses

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

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## 9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

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

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**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that

may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of

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supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.



23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

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

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**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

of action or remedy which has accrued or will accrue thereafter to the purchaser.

- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
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- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
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- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.2 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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