

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

BID NUMBER: **WCGHSC0478/2026**

CLOSING DATE: **FRIDAY, 10 JULY 2026**

CLOSING TIME: **11:00**

FOR THE PROVISION OF COMPREHENSIVE CLEANING SERVICES WITHIN NORTHERN TYGERBERG SUB STRUCTURE WHICH INCLUDES BISHOP LAVIS CDC, BOTHASIG CDC, DELFT CHC, KRAAIFONTEIN CHC, ELSIES RIVIER CHC, SYMPHONY WAY CDC, REED STREET CDC, NEW RAVENSMEAD CDC AND FISANTEKRAAL CDC UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH FOR A 5-YEAR PERIOD

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

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

Bid documents must be deposited in the **bid box marked SUPPLY CHAIN MANAGEMENT, (DOWCHW), Main entrance of Supply Chain Management Offices, M9 BUILDING on the premises of Karl Bremer Hospital, c/o Mike Pienaar Blvd and Frans Conradie Drive**. The bid box is generally open **8 hours a day, 5 days a week Monday – Friday from 07:00 am until 16:00 pm**. If you are uncertain about the location of the bid box, please call the responsible official, Mrs Shameez Halifax at (021) 834 9008 for assistance during office hours.

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

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

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

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

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

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

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

Please refer all technical/specification enquiries to **Mr Justin Frank** at telephone no. (021) 000 0000 or email address: Justin.Frank@westerncape.gov.za .

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



DELEGATED OFFICIAL
DATE: 11/06/2026

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:	WCGHSC0478/2026	CLOSING DATE:	10 JULY 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	FOR THE PROVISION OF COMPREHENSIVE CLEANING SERVICES WITHIN NORTHERN TYGERBERG SUB STRUCTURE WHICH INCLUDES BISHOP LAVIS CDC, BOTHASIG CDC, DELFT CHC, KRAAIFONTEIN CHC, ELSIES RIVIER CHC, SYMPHONY WAY CDC, REED STREET CDC, NEW RAVENSMEAD CDC AND FISANTEKRAAL CDC UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH FOR A 5-YEAR PERIOD				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Main entrance of Supply Chain Management Offices, M9 BUILDING on the premises of Karl Bremer Hospital, c/o Mike Pienaar Blvd and Frans Conradie Drive.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Shameez Halifax		CONTACT PERSON	Justin Frank	
TELEPHONE NUMBER	021 834 9008		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Shameez.Halifax@westerncape.gov.za		E-MAIL ADDRESS	Justin.Frank@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<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)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
 (Proof of authority must be submitted e.g. company resolution)

DATE:

COMPULSORY SITE INFORMATION SESSION AND SITE INSPECTIONS INSTRUCTIONS

NOTICE TO ALL BIDDERS

COMPULSORY SITE MEETING & SITE VISIT WILL BE HELD

Bidders are invited to submit a bid for the cleaning service at the Northern Tygerberg Sub-Structure and clinics within the surrounding areas

Compulsory site meeting to take place on **Monday, 22 June 2026**

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

NB: Failure to attend the site inspection will invalidate your offer.

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

A Compulsory Site Inspection & Information session will be held in respect of this bid invitation. The details are as follows:

DATE: 22 June 2026

Time: 10:00 am until 12:00 pm

Address: 16 Halt Rd, Riverton, Cape Town, 7490

Venue & room no.: Elsies River CHC, Boardroom

WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH AND WELLNESS
**SPECIFICATIONS: PROVISION OF A CLEANING SERVICE FOR NORTHERN TYGERBERG SUB-STRUCTURE PRIMARY HEALTH
CARE (PHC) FACILITIES FOR A 60 MONTH PERIOD**

THE NORTHERN/TYGERBERG SUB-STRUCTURE PHC FACILITIES ARE SITUATED AT THE FOLLOWING SITES:

Kraaifontein CHC, Bothasig CDC, Elsies River CHC, Ruyterwacht CDC, Bishop Lavis CDC, Ravensmead CDC, Reed Street CDC, Parow CDC, Goodwood CDC, Scottdene CDC, Bellville South CDC, Durbanville CDC, Symphony Way CDC, Delft CHC and Fisantekraal

NUMBER OF CLEANERS REQUIRED: 12 CLEANERS ALLOCATED TO THE FOLLOWING FACILITIES:

NO	TYPE OF FACILITY	FACILITY	TOTAL NO OF CLEANERS REQUIRED
1	24 Hour	Bishop Lavis CDC	2
2	8 hour	Bothasig CDC	1
3	24 Hour	Delft CHC	1
4	24 Hour	Kraaifontein CHC	2
5	24 Hour	Elsies River CHC	1
6	8 hour	Symphony Way CDC	1
7	8 hour	Reed Street CDC	1
8	8 hour	New Ravensmead	2
9	8 hour	Fisantekraal	1

The cleaners may be subjected to a rotational basis from the above allocated facilities upon request from the PHC manager's office when the need arises to be utilized at:

NO	TYPE OF FACILITY	FACILITY	TOTAL NO OF CLEANERS REQUIRED
1	8 hour	Durbanville CDC	TBC
2	8 hour	Parow CDC	TBC
3	8 hour	Goodwood CDC	TBC
4	8 hour	Ruyterwacht CDC	TBC
5	8 hour	Scottdene CDC	TBC
6	8 hour	Bellville South CDC	TBC

DETAILS OF OFFER

The cleaning duties below describe's the standards and duties of the daily activities that the Service Provider's Cleaners will be expected to perform as per the **Infection Prevent Control (IPC) Guidelines (National Guidelines)**

AREAS TO BE SERVICED AT:	<p>Cleaners will be posted throughout the relevant PHC facility identified. The service areas below shall be serviced by the Contractor's Cleaners. This is merely an indication of areas known, but not limited to:</p> <p>Cleaning and sanitizing of all Administration Offices, departments and consulting rooms, Clinical Area, Toilets, Bathrooms, Entrances, Stairs and Landings, passageways, patient waiting areas, staff tea rooms, stores, washing of all crockery & Cutlery, Preparation of Boardrooms for meetings (cleaning, etc) and cleaning up after Functions. Washing of all reachable windows. Damp wipe of all blinds, Entrances, Foyers, Offices, Receptions, Stoep areas and in front of lounges, Corridors, Lounges and all other areas in the facilities, Kitchens, Stairs and Landings, Fire Escapes and cleaning of the parking areas. Complete stripping and sealing of all floors to be done once quarterly. Cleaning of theatres and handling of clean and soiled linen. Handling of medical and general waste. Ordering of medical waste containers and linen</p>
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FREQUENCY OF SERVICES:	SERVICES WILL BE REQUIRED AS PER THE FOLLOWING:	
	24 HOUR FACILITY FREQUENCY	TIMES OF SERVICES
	Monday to Sunday Day including public holidays	07:00AM TO 19:00 PM
	Monday to Sunday Night including public holidays	19:00 PM TO 07:00 AM
	8 HOUR FACILITY FREQUENCY	TIMES OF SERVICES
Monday to Friday excluding public holidays	07:00AM TO 16:00PM	

SERVICE PROVIDERS LUNCH TIMES	Lunchtimes must be staggered between 12h00 and 14h00 and no more than 50% of the cleaning staff must be at lunch at the same time. Lunch breaks should not exceed 1hr
24 HOUR FACILITY	From 12:00 PM to 14:00 PM day From 11:00 PM to 02:00 AM night
8 HOUR FACILITY	From 12:00 PM to 14:00PM

TRANSPORT OF CLEANERS	The SP is responsible for the transportation of cleaners to and from facilities when required to be dispatched at other facilities within the sub-structure and during rotational periods.
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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 these requirements or the provision of acceptable, well-motivated written explanations where deviations occur, will lead to immediate disqualification of the bid.

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

3.1 Organisation status of Bidder

- Individual ownership Yes No
- A company Yes No
- A close corporation Yes No
- Partnership Yes No
- Joint venture Yes No

3.1.1 Company documentation

- 3.1.1.1 Company: Public or private company registration issued by the Registrar of Companies, including the names of the directors and shareholders certificates of each shareholder. Yes No
- 3.1.1.2 Close corporation; CK1 and CK2 certificates of the Registrar of Close Corporations Yes No
- 3.1.1.3 Copy of partnership agreement and in the case of joint ventures and consortia a memorandum of understanding. Yes No

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

- 3.2.1 Is the bidder registered with the Commissioner for COID? Yes No

3.3 Unemployment Insurance Fund Registration (UIF)

- 3.3.1 Is the bidder registered with the Commissioner for UIF? Yes No

3.4 Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations of the Act

- 3.4.1 Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act? Yes No

3.5 Skills Development Levies Act (9 of 1999)

- 3.5.1 Is the bidder registered with the Department? Yes No

3.6 VAT Registration

- 3.6.1 Is the bidder registered for VAT? Yes No
- 3.6.2 Provide VAT Registration Number

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

3.7.1 Is the bidder registered with the Commissioner for PAYE? Yes No

3.8 **Public Liability Insurance**

3.8.1 Is the bidder currently insured against liability claims relating to the services? Yes No

3.8.2 Should the contractor fail to make regular payments of premiums or, for any reasons whatsoever, the policy to lapse, the contract will be rendered null and void and the service provider liable for any loss that the Hospital may suffer due to its non-compliance to this clause.

3.8.3 The Service provider must ensure that all cleaners are adequately trained in line with Infection Prevention Control (IPC) Guidelines and facility operations to ensure quality cleaning services.

REQUIREMENTS 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

Designation (rank) ex officio: Republic of South Africa

Date: Place

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

SECTION B

QUESTIONNAIRE: ORGANISATIONAL, FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER

- A. The information requested will assist the Department to evaluate the organizational 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 of the bidder in order to validate all or some of the information provided below. The Department also reserves the right to review the bidder's financial statements, organogram, and human resource records, all of which must be provided on request. Failure to provide these documents shall result in the bid not being considered.
- 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".
- F. Only bidders whose organization and infrastructure are deemed by the Department to be adequate to provide the foreseeable and specific requirements of the contract in accordance with Part 4: Questionnaire: Organisational, Financial and Infrastructure Capacity of Bidder together with physical validation will be considered for acceptance.
- G. The Department reserves the right to conduct a capacity/infrastructure check/s on the recommended bidder/s before adjudication/award of the bid.

4.1. Financial Standing

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

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

4.2. Total Number of Employees :

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

Indicate Percentage Turnover of Cleaners During the Last 12 Months

	<u>Number</u>
Less than 20%	
Between 21-50%	
Over 50%	

4.3. Physical Infrastructure

4.3.1. Administrative Officers

4.3.1.1. Where is the bidder's administrative office which will be responsible for the site? **Physical address and telephone numbers must be provided.**

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

.....

4.3.1.3. 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.**

.....

4.3.2. **Further Information Regarding the Administration Office:**

- 4.3.2.1. Is it a guaranteed 24-hours service? Yes No
- 4.3.2.2. Is it situated at a domestic residence? Yes No
- 4.3.2.3. Is it a dedicated Administration Office? Yes No
- 4.3.2.4. Land-line telephones in Administration Office. Yes No
- 4.3.2.5. Activated cellphones in Administration Office. Yes No
- 4.3.2.6. Fax in Administration Office. Yes No
- 4.3.2.7. Administration Office always manned by well-trained staff who can handle emergency situations. Yes No

4.3.3. **Uniforms**

4.3.3.1. Does the bidder have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times? Yes No
 The uniform shall be distinguishable from the general public and Hospital staff.

4.3.4. **Identification Badges**

4.3.4.1. Does the bidder have its own corporate photo-identification badge which is compulsory for employees to display clearly when on site. Yes No

4.3.5. **Cleaning Contract Experience**

4.3.5.1. One year cleaning experience in the healthcare environment must be provided.

4.3.5.2. Three (3) written reference within a healthcare environment to be submitted with the bid.

Company/State Department	Department/ Provincial	Period of contract in months	No. of Cleaners per shift	Reason for termination

4.4. Current cleaning contract experience

Company/ State Department/ Provincial Department	Period of Contract		No. of Cleaners per shift	Contact person	Tel. no.
	From 00/00/0000	To 00/00/0000			

PRICING SCHEDULED TABLE

TO BE COMPLETED FULLY BY THE BIDDER:

The pricing schedule is to be completed in accordance with the following requirements:

- X... day shift cleaners
- X... night shift cleaners

FACILITY	QUANTITY	DAY SHIFT QTY	NIGHT SHIFT QTY
Bishop Lavis CDC	2	X1 DAY SHIFT	X1 NIGHT SHIFT
Bothasig CDC	1	X DAY SHIFT	-
Delft CHC	1	X1 DAY SHIFT	-
Kraaifontein CHC	2	X1 DAY SHIFT	X1 NIGHT SHIFT
Elsies River CHC	1	X1 DAY SHIFT	-
Symphony Way CDC	1	X1 DAY SHIFT	-
Reed Street CDC	1	X1 DAY SHIFT	-
New Ravensmead	2	X2 DAY SHIFT	-
Fisantekraal	1	X1 DAY SHIFT	-

PRICING SCHEDULE

FOR THE PROVISION OF COMPREHENSIVE CLEANING SERVICES WITHIN NORTHERN TYGERBERG SUB STRUCTURE WHICH INCLUDES BISHOP LAVIS CDC, BOTHASIG CDC, DELFT CHC, KRAAIFONTEIN CHC, ELSIES RIVIER CHC, SYMPHONY WAY CDC, REED STREET CDC, NEW RAVENSMEAD CDC AND FISANTEKRAAL CDC UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH FOR A 5-YEAR PERIOD

NAME OF SERVICE PROVIDER:	BID NO: WCGHSC0478/2026
CLOSING TIME:	OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID CLOSING

All offers submitted must be VAT inclusive. SP's who are not VAT vendors/registered must indicate if their pricing is inclusive or exclusive of VAT.

NOTICE

See attached excel spreadsheet to be completed electronically, printed and submitted with bid document – Annexure A.

Bidder to complete only the yellow fields on the spreadsheet.

PRICING SCHEDULED TABLE

TO BE COMPLETED FULLY BY THE BIDDER:

The pricing schedule is to be completed in accordance with the following requirements:

- X... day shift cleaners
- X... night shift cleaners

FACILITY	QUANTITY	DAY SHIFT QTY	NIGHT SHIFT QTY
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Bothasig CDC	1	X DAY SHIFT	-
Delft CHC	1	X1 DAY SHIFT	-
Kraaifontein CHC	2	X1 DAY SHIFT	X1 NIGHT SHIFT
Elsies River CHC	1	X1 DAY SHIFT	-
Symphony Way CDC	1	X1 DAY SHIFT	-
Reed Street CDC	1	X1 DAY SHIFT	-
New Ravensmead	2	X2 DAY SHIFT	-
Fisantekraal	1	X1 DAY SHIFT	-

Note: Please ensure that your price per month includes the latest minimum wage rate as published in the government Gazette. Bidders that do not comply to the latest hourly rate will not be considered The bid will be adjudicated on the total cost over the (60) month 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

**SITE SPECIFIC CLEANING SPECIFICATION FOR NTSS PHC FACILITIES:
SPECIFIC DUTIES FOR CLEANERS**

NORMAL CLEANING DUTIES:

- General daily cleaning duties (refer to the below information) in all facility clinical and non-clinical areas

NIGHT SHIFT CLEANING DUTIES:

- Cleaning of the emergency area of the facility
- Cleaning of the MOU area of the facility
- Cleaning of general patient areas of the facility
- Cleaning of the non-clinical area of the facility

The duties below describe the standards and frequency of the daily activities that the Contractor's Cleaners will be expected to perform as per IPC Policy

SPECIFICATIONS	FREQUENCY	DETAILS OF OFFER
1. <u>PARQUET AND WOODEN FLOORS</u> Sweep with dust control mops	Daily	
2. <u>RUGS AND CARPETING</u> a) Vacuum thoroughly b) Spot clean soil marks	Weekly Weekly	
3. <u>SURFACES</u> a) Damp wipe all surfaces including benches, chairs, tables, windowsills, cot cupboards and lockers. b) High dusting by means of damp wiping. c) Dust all vertical surfaces (walls, cabinets, etc.) offices only. d) Dust window ledges – low level e) Dust accessible ledges – high level offices only f) Dust all telephones g) Dust accessible light fittings in situation	Daily Weekly Daily Daily Daily Monthly	
4. <u>WALLS</u> a) Clean and removal of scuff marks from all walls and skirtings. Spot cleaning all finger marks from light switches, doors and walls	Daily	
5. <u>MEDICAL WASTE ROOM</u> a) Disinfect room after every waste removal b) Scrub Floor c) Mop Floor	After every removal Weekly Daily	
6. <u>TOILETS AND WASHROOMS</u> a) Clean all mirrors b) Clean floor according type c) Empty all waste receptacles d) Spot clean walls, doors and partitions e) Clean and sanitise all bowls, basins and urinals f) Clean and polish all bright metal fittings	X2 Daily X2 Daily X2 Daily Daily X2 Daily Daily	
7. <u>WASTE DISPOSAL</u> a) Empty and clean wastepaper baskets and receptacles before 09H00 and once before 15H30 b) Empty and clean ashtrays c) Remove rubbish to agreed location	Daily Daily Daily Daily	

SPECIFICATIONS	FREQUENCY	DETAILS OF OFFER
8. <u>STAIRS</u> a) Fire escapes – sweep b) Dust handrails and fittings c) Fire escapes – washed d) Maintain landings, tread and risers according to finish	Weekly Daily Weekly Daily	
9. <u>GLASS AND METAL WORK</u> a) Wipe all bright metal fittings (to height of 2 metres) b) Wash and clean all reachable glass doors	Daily Daily	
10. <u>VENETIAN BLINDS - ACCESSIBLE</u> a) Dust / damp wash	Monthly	
11. <u>TOILET REQUISITES</u> a) <u>Hand towel dispensers and hand towels:</u> Supplied by Client and replenished by contractor b) <u>Toilet Paper:</u> Supplied by Client and replenished by contractor c) <u>Toilet Soap:</u> Soap bars or Liquid supplied by the Client and replenished by contractor	Daily Daily Daily	
12. <u>FOYERS AND ENTRANCES</u> a) Clean doormats and walls b) Sweep all entrances c) Damp mop steps and entrance lobby d) Wash all reachable windows	Daily Daily Daily Monthly	
13. <u>MARBLE, TERRAZZO, CERAMIC, QUARRY TILE, QUARTZITE</u> a) Sweep with control mops b) Damp mop or machine butt according to situation c) Machine scrub at slow speed	Daily Daily As necessary	
14. <u>FLOORS</u> (Linoleum or Vinyl) a) Sweep, mop and buff floors b) Vacuum carpets	Daily Weekly	

15. <u>MISCELLANEOUS</u> a) Brass work b) Disinfect telephones c) Polish all desktops d) Clean and dust all furniture and fittings e) Clean telephones f) Clean directory boards	Weekly Weekly Weekly Weekly Weekly Weekly	
16. <u>STOEPS</u> a) Sweep down	Weekly	

21. PENALTIES AND PRO RATA DEDUCTIONS

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

The Service Provider will be penalized, and pro rata deductions will be made for not adhering to Bid specifications and/or the Service Level Agreement.

MISCELLANEOUS PENALTIES:

Late postings per person (½ hour after schedule time)	R 200 per person
Postings more than 2 hours after scheduled time	R 300 per person
Failure to post a per person per day	R 500 per person
Asleep on duty	R 1 000 per occurrence
Should a second, similar offence occurred by the same individual they are to be removed from the site permanently	
Failure to wear and display identity cards	R 200 per occurrence
Failure to adhere to dress code	R 200 per occurrence
Absent from point of duty without permission	R 500 per occurrence
Posting of untrained staff	R 1 000 per occurrence
Untrained staff to be removed from site and replaced by a trained official, failure to do so will be deemed as failed posting and penalised accordingly	
Failure to provide a relief	R 500 per occurrence
Contractor failing to visit at least once every 2 weeks	R 1 500 per occurrence
Duties not being performed due to equipment problems	R 1 000 per occurrence
Duties not being performed due to unavailability of cleaning consumables	R 1 000 per occurrence
Diluting of cleaning consumables	R 2 000 per occurrence
Unavailability of Material Data Safety Sheet for consumables on site	R 1 000 per occurrence, per item
Unauthorised use of cell phones during working hours	R 500 per occurrence
Failing to submit staff placement list in advance	R 2 500 per occurrence
Failing to maintain staff file, as prescribed in point 2.13.1	R 500 per person, per occurrence
Failing to adhere to SLA	R 750 per occurrence

CONDITIONS:

DETAILS OF OFFER

1.	The successful bidder (Contractor) will provide the services as detailed above in accordance with the standards set and the requirements of the client.	
2.	A representative of the Contractor shall visit the primary health care facilities every two weeks to accompany the delegated official on inspections and attend to any complaints regarding the quality of service rendered.	
3.	<p>The Client will supply all cleaning materials and equipment necessary for the carrying out of the contract at his expense.</p> <p><u>Cleaning Materials used:</u></p> <p>Dish Wash Liquid; Jik (bleach); Handy Andy; Goldi Locks; Wood Floor Polish; Tile Buff Polish; Furniture Polish; Floor Stripper; Brasso; Window Clean; Steel wool; Cloths for Polishing and Cleaning, Scrub & Buffing Pads for Polisher & Scrubber, Air Freshener; Toilet Bowl Cleaner; Pine antiseptic.</p> <p>THE SP MUST ENSURE THAT SUFFICIENT QUANTITIES OF MATERIALS ARE ALWAYS AVAILABLE ON SITE AT ALL TIMES</p> <p><u>Equipment to be provided by the service provider for cleaning purposes in the Primary Health Facilities:</u></p> <p>Wet & dry vacuum cleaner Janitor trolleys Mops & wringer buckets Dustpans Sweeper mops Stripper & scrubbing machines Squeegees</p> <p>THE SP MUST ENSURE THAT OPERATIONAL EQUIPMENT ARE ALWAYS AVAILABLE ON SITE AT ALL TIMES</p>	
4.	The Client shall provide the necessary water and power for the operation of the Contractor's equipment free of charge to the Contractor. Linen for the facility will be supplied by the client.	
5.	The Clients shall provide adequate lockable storage space for the Contractor's equipment and materials on site, free of charge.	
6.	The Client shall provide adequate lockable changing accommodation for the Contract Staff, free of charge.	
7.	The Client shall give the Contractor and/or its employee's access to the premises at all reasonable times in order that the Contractor may carry out its obligations in terms of the Contract.	
8.	In carrying out the Contract the Contractor shall conform to all laws, Regulations of By-Laws of any Department of State, Provincial Administration of Local Authority which may be Applicable hereto.	
9.	The Contractor will indemnify, protect, defend and hold harmless the Client from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of -	

	a) Any claim in respect of any taxes payable by the contractor. b) Any claim for Workmen's Compensation Insurance or for any loss for which the Contractor is liable. c) Any claim by any third person including any employees of the client or of the Contractor for any loss resulting from any bodily injury and/or damage to property by any act or omission of the Contractor or any of its employees, servants or agents.	
10.	The contract shall be for a period of 60 months.	
11.	The Contractor shall supply a minimum of twelve (12) persons to render an acceptable standard of service to the client. Supervisory staff to be supplied with adequate transport to affect their duties. If and when required, additional staff will be supplied for services at sites within the Northern / Tygerberg Sub-structure.	
12.	If at any time during the period of the Contract there is any alternation in the wage rates paid to the employees of the contractor which is determined and prescribed by Department of Labour, the Contractor shall be entitled to apply in writing for a price adjustment in accordance with and to the extent of such variation. If required, the Contractor will satisfy the client as to that extent by audited statement.	
13.	The Client shall pay to the Contractor the quoted price for the services rendered with the Client retaining the right to deduct from the monthly payments, in the event of the Contractor failing to render a satisfactory service due to an oversight, negligence on the part of the contractor or lack of supervision, an amount to 0,5% of the monthly payment. Other penalties applicable to this bid is captured in Annexure C of the "Special conditions of Contract"	
14.	A monthly control checklist to advise payment, will be used by the Contract Manager of the relevant Primary Healthcare Facilities to monitor work effectiveness.	
15.	Identification/name tags to be worn by Contractors employees at all times, in addition to the employee's uniform. Supervision should be done within the parameters of the Northern Suburbs in order to ensure a speedy response to any complaints/problems which may arise.	

16.	<p>IPC Compliance – The following is to be ensured by the bidder to remain complaint to IPC guidelines within health care facilities:</p> <p>Procedure: A clean environment plays an important role in infection prevention and control practices. The environment in health facilities refers to the surroundings in which healthcare services are provided to patients. The environment refers to rooms, surfaces, equipment, and all objects used in connection with delivering health care services.</p> <p>Objectives: To understand principles and methods, procedures and appropriate equipment requirements of effective cleaning in a facility setting; To ensure proper use of detergents and disinfectants in the environment; To define and apply appropriate personal protective equipment (PPE) for environmental cleaning; To provide methods of monitoring and validation for environmental cleaning.</p>	
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The routine use of a disinfectant in the environment is strongly discouraged! It is wasteful and promotes antimicrobial resistance.

PPE for cleaning staff



Domestic rubber gloves (see section on PPE) (not the examination or clinical gloves worn by health workers) for normal cleaning duties. The gloves must reach up to mid arm and offer protection against chemicals and direct contact with dirt. **Gloves must be changed or washed roughly with detergent after cleaning the bathroom, each patient room and whenever soiled.** Domestic gloves are reusable and should be changed only if damaged.



Gloves are preferably colour-coded for cleaning different areas — kitchens, bathrooms and toilets. Heavy duty (see section on PPE) if in contact with chemicals which may harm the skin. Heavy-duty gloves are usually reusable and must be washed with detergent after use.



Plastic aprons for any cleaning activity that may generate splashes. They must be worn to cover the front of the uniform. The use of colour coded aprons is recommended.

Eye Protection is not routine tyre commended. It might, however, be necessary in special circumstances, depending on the activity and the anticipated risk of exposure to blood, body fluids, or strong **chemicals**.

Surgical masks for use when entering areas where airborne and droplet precautions are required. In theatres, outpatient settings, sterile procedures.

Cloth or cotton gowns for use when conducting terminal cleaning of patient rooms. Used with plastic apron underneath to reduce Ruid contamination.

Cleaning principles

Cleaning schedules and procedures must be planned so that cleaning progresses from the least soiled to the most soiled area and from the top to the bottom of a room. All areas must be cleaned systematically to avoid missing areas. Frequently touched surfaces are a high-risk for cross-transmission and must therefore be cleaned more frequently.

Clean from high to low areas.

Clean from cleanest to dirtier areas.

Only approved detergents must be used for cleaning.

All solutions must be diluted according to manufacturer's instructions. This is essential for maximum effectiveness. Increasing the strength of disinfectants does not necessarily increase antimicrobial activity. Decreasing the strength of disinfectants may lead to AMR.

The key to environmental cleaning is the physical removal of microorganisms and debris.

The use of soap, water and friction (action of washing/scrubbing — "elbow grease") is effective, cheap and simple and is the first step in the cleaning process.

No additives (such as scouring agents, disinfectant, or floor polish) are necessary since this will deactivate the active cleaning ingredients in the detergent. These are usually applied after cleaning has taken place.

Attention must be paid to both high touch and low touch surfaces.

Cleaning methods

It is essential that the correct cleaning methods are used.

Recommended cleaning methods



Dusting or wiping of surfaces must always be done with a damp cloth. The cloth must be dampened in clean water containing a detergent. The detergent breaks the surface tension of the water, allowing the dust particles to cling to the cloth. Then the cloth is wrung tightly to remove most of the water before being used to wipe down surfaces. In high-risk areas, when using a bucket and cloth method, solutions should be changed and buckets and cloths cleaned per bed space. Mix only enough solution for each bed space



A damp (not wet) floor mop must be used to clean floors. Clean water and detergent must be placed in one bucket, and the mop is then rinsed off in the other (dirty) side. The water must be changed frequently for every bed space in a high-risk area or as soon as the solution becomes discoloured. Mix only enough solution for each bed space.

Not recommended

Dry dusting is ineffectual since it only displaces dust; therefore, it is not recommended in health facilities. Feather dusters are not to be used.

Sweeping: Sweeping with brooms is not recommended for health facilities since the individual bristles only displace the dust.

Cleaning equipment

A colour-coding system should be used for cleaning equipment to reduce the risk of cross contamination in multiple areas;

Red colour — for highly contaminated areas, such as toilets,

showers, wash-up rooms, sluice rooms, and bathroom floors:
Blue colour — general areas including wards, offices and hand wash basins in public areas;
Green colour — bathroom (basin, bath and showers), ward/consulting room basins:
White colour - Kitchen areas (food preparation and serving):
Yellow colour — Isolation areas (only applicable for hospitals as primary health care facilities rarely have to isolate patients).
All equipment, carts and accessories used by domestic cleaners must be cleaned at the end of each day or more frequently when visibly soiled.

Cleaning equipment

3Wo-way bucket system for mopping
A double bucket, colour coded, blue for clean and red for used water mounted on a trolley.



Colour coded mops

Flat mop systems are preferred. "Spaghetti" mops are more difficult to wash as they easily become tangled and cannot be tumble-dried.

If "spaghetti" mops are used (mop with a cotton string head) for cleaning of floors, they must be thoroughly wrung out and damp, NOT WET, when cleaning the floors. Mops should be washed in very hot water and dried or sent to the laundry at the end of each cleaning session.

Colour coded cleaning cloths for damp dusting and wiping of surfaces.



Colour coded buckets for water

Janitor trolleys are mounted on wheels with front swivel castors that allow for easy manoeuvring. They are used to keep leaning tools and consumables secure and tidy while working in the wards.

Floor polisher, scraper and buffer for polishing of floors.



9taoc head mops for cleaning dry floors

These are used to sweep up dry, loose contamination such as dust and sand from the surface of the floor. floors are wet to minimize the risk of falls.



Window squeegees for cleaning window

NEVER * spray directly on surfaces. Spray onto the clothes **first** and **then** wipe over the surface. Cleaning chemicals should be dispensed in dedicated, marked No chemical may be decanted into cold drink or other food-contain"milk bottles

Use of cleaning equipment

Cleaning equipment must be used according to specific cleaning tasks.

The equipment must be easy to clean: regular maintenance and replacement schedules must be available: implemented and records kept thereof.

Wet equipment (bucket and mop) is more likely to encourage the growth of microorganisms therefore it is important to keep all equipment clean and dry. Cleaning equipment and solutions must be removed from patient care and food preparation areas as soon as possible after cleaning is complete.

The cleaning and maintenance of all equipment should be agreed upon before use.

Cleaning equipment - restocking and maintenance

Cleaning clothes must be segregated according to the approved color-coding system.

Change cleaning clothes and mop heads daily or per bed space in high-risk areas and situations. Used clothes and mop heads must be washed with warm water and a detergent before reuse (if washed in a washing machine, the temperature should be at least 60°C).

When solutions in pistol-grip spray containers have been completely used up, the reusable containers must be washed and dried before being refilled - **DO NOT TOP UP WITHOUT CLEANING THE CONTAINER!**

Cleaning carts and buckets must be constructed of rustproof material that is easily cleaned and free of scratches, cracks and crevices. All equipment, carts and accessories used by cleaners must be cleaned at the end of each day's cleaning session.

The equipment must be stored dry in a designated, clearly marked storage area or cleaning closet.

These closets must be kept neat, clean and free of clutter. All equipment must be routinely maintained and kept in good repair or replaced. Scheduled inspections should be done by supervisors.

Chemicals used in cleaning

Detergents

The majority of routine cleaning should be done with clean water and a neutral health facility grade detergent.

The detergents should be compatible with the material they are used to clean.

Detergents have no killing ability but do remove organic matter which contain microbes and thereby reduce environmental contamination.

Supplies must be in original containers & Bottles used for decanting must be relabeled stating the contents and instructions for use.

Cleaning should only be carried out with the recommended detergents in accordance with this policy. Instructions for preparation of detergents.

Detergent must be freshly prepared daily.
Dilute accurately according to manufacturers' instructions.
No additives must be mixed with detergents as it will inactivate the cleaning ingredients in the detergent.

Disinfectants

Disinfectants do not make dirt safe.
Disinfectants are inactivated by organic matter such as dirt, blood, feces, cotton mops and hard water (i.e., water that has a high mineral content).
Disinfectants are not recommended for routine cleaning and should only be used for spillage containing blood and high-risk body fluids

Order of cleaning

Ensure safety of patients, staff and visitors by placing hazard signs/notices in strategic positions during cleaning in all service areas. A verbal reminder is also helpful.
Clear the area (by section) to be cleaned by removing all the light movable equipment and furniture.
Cleaning should begin with the clean areas moving towards dirty areas, thus leaving cleaning of infectious patient areas for last.
Cleaning should begin from the top to the bottom and from the furthest area to the closest entrance area.
Cleaning of floors should be followed by cleaning of areas above it such as walls, windows, medical equipment and furniture.
Drying of the floor should be ensured by wiping the floor dry with a well wrung-out mop then air dried

NORTHERN TYGERBERG SUB-STRUCTURE PRIMARY HEALTH CARE (PHC) FACILITIES

EXEMPTION OF LIABILITY WITH RESPECT TO INJURY ON DUTY BY SERVICE COMPANY PERSONNEL

COMPANY / CONTRACTOR	
CONTRACT / BID / SERVICE NUMBER

1.1 CONTROL OF AGREEMENT

- (a) It is duly expected of the Company / Contractor to adhere to all rules and regulations stipulated by the Occupation Health and Safety Act. (Act No 85 / 1993)
- (b) Company / Contractor are required to adhere to all Internal Safety and Security Rules stipulated by this Institution's Management
- (c) Company / Contractor are required to take all reasonable precautions and measures to prevent injury or death to **any person** or damage to property on the premises of this institution whilst carrying out the Contract / Bid or Service No
- (d) Hereby this institution is exempted of any claim or legal action taken by any person/s suffering any loss as stipulated in paragraph 1.1 (c).

1.2 COMPANY / CONTRACTOR

MANAGER	
DESIGNATED WORK SUPERVISOR	

1.3 INSTITUTION'S AUTHORISATION

MANAGER: Mr Justin Lloyd Frank	SIGNATURE:
DATE: 20 April 2026	PLACE: Bellville Health Park, Bellville

OCCUPATIONAL HEALTH AND SAFETY**AGREEMENT BETWEEN EMPLOYEE (principal) AND MANDATORY (contractor)**

WRITTEN AGREEMENT BETWEEN _____ (EMPLOYER) AND
 _____ (MANDATORY)

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993 AS AMENDED.

I, _____ representing _____ (mandatory) hereby acknowledge that _____ (mandatory) is an employer in its own right, and user of machinery, with duties as prescribed in the Occupational Health and Safety Act no 85 of 1993 as amended. I agree to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of (employer) as contained in the documents attached hereto (if any) and any subsequent documentation as may be deemed necessary to comply with the Occupational Health and Safety Act No 85 of 1993 as amended and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed this _____ day of _____ 2018 at _____

Signature on behalf of _____ (mandatory)

Signature on behalf of _____ (employer)

GENERAL INFORMATION

1. The Occupational Health and Safety Act comprises **SECTION 1 to 50** and all un-repealed **REGULATIONS** promulgated in terms of the former Machinery & Occupational Safety Act No 6 of 1983 as amended as well as other **REGULATIONS** which may be promulgated in terms of the new Act.
2. "Mandatory" is defined as including an agent, a contractor or subcontractor for work but **WITHOUT DEROGATING FROM HIS STATUS IN HIS OWN RIGHT AS AN EMPLOYER** or user of plant or machinery.
3. Section 37 of the Occupational Health & Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandatories (contractors) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act **BY THE MANDATORY**.
4. All documents attached or referred to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this Agreement, mandatories must be familiar with the relevant provisions of the Act.
6. Mandatories who utilise the services of their own mandatories (subcontractors) are advised to conclude a similar Written Agreement.
7. Be advised that this Agreement places the onus on the mandatory to contact the employer in the event of inability to perform as per this Agreement. The Employer however reserves the right to unilaterally take any steps as may be necessary to enforce this Agreement.

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;

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

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

31 May 2022

“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 45 not to do anything, of the, is guilty of the offence of corruption.

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31 May 2022

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

“**employee**”, in relation to –

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

“**entity**” means any -

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

“**entity conducting business with the Institution**” means an entity that contracts 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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31 May 2022

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

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

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

31 May 2022

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
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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
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326-5445.)</i>						
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

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

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

31 May 2022

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 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

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:
.....

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

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

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

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

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

1. DEFINITIONS

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

- 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:

	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:

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

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

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

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

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.

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) r (e) as amended (select one) _____ of **the dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box.**

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

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

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

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

GENERAL CONDITIONS OF CONTRACT
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.

TABLE OF CLAUSES

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General Conditions of Contract

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 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

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

4 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) bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8 Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9 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

- 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.

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 supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as

may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22 Penalties

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

23 Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- b) if the Supplier fails to perform any other obligation(s) under the contract; or
- c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar 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
25 Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26 Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27 Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and b) the purchaser shall pay the supplier any monies due the supplier.
28 Limitation of Liability	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29 Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30 Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

- 31 Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
- 32 Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.