

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

BID NUMBER: **WCGHSC0471/2025**      CLOSING DATE: **FRIDAY, 31 OCTOBER 2025**      CLOSING TIME: **11:00**

**FOR THE PROVISION OF GARDENING AND GROUNDSMAN SERVICES WITHIN THE BREEDE VALLEY SUB-DISTRICT UNDER CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD**

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

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

Bid documents must be deposited in the **bid box marked at Main entrance of Department of Health, Supply Chain Management Offices M9 Building on the Premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville**. The bid box is generally open **from 07H00 until 16H00, 5 days a week**. If you are uncertain about the location of the bid box, please call the responsible official, Mr Therlo Apollis at 021 834 9006 for assistance during office hours.

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

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

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

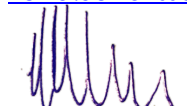
**Where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.**

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

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

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

Please refer all technical/specification enquiries to **Ms. Lena Jendrissek** at telephone no. **023 348 1397** or email [Lena.Jendrissek@westerncape.gov.za](mailto:Lena.Jendrissek@westerncape.gov.za)

  
**C Munnik**  
**for HEAD OF DEPARTMENT**  
**DATE: 26/09/2025**

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

**BID OPENED @ 11:00**

**31 OCTOBER 2025**

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

## PART A INVITATION TO BID

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

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

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

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

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

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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE</b> (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WCGHSC0471/2025	CLOSING DATE:	31 OCTOBER 2025	CLOSING TIME:	11H00 AM
DESCRIPTION	GARDENING AND GROUNDSMAN SERVICE UNDER CONTROL OF THE BREEDE-VALLEY SUB-DISTRICT FOR THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
M9 Building on the Premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville					
Junction of Dorp and Keerom Streets Cape Town					
BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED DEPARTMENT OF HEALTH SITUATED AT: <b>M9 Building on the Premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard &amp; Frans Conradie Avenue, Bellville</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Therlo Apollis		CONTACT PERSON	Lena Jendrissek	
TELEPHONE NUMBER	021 834 9006		TELEPHONE NUMBER	023 348 1397	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:Therlo.Apollis@westerncape.gov.za">Therlo.Apollis@westerncape.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Lena.Jendrissek@westerncape.gov.za">Lena.Jendrissek@westerncape.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

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

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SUPPLIER COMPLIANCE STATUS	WCSD REGISTRATION NO.		AND	CSD 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 <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 BELOW.</b>	

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## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE: .....

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# NOTICE TO ALL BIDDERS

## **Compulsory site meetings will be held in respect of this bid invitation. The details are as follows:**

**Date: Tuesday, 21 October 2025**

**Time: 8:30**

**Place: Brewelskloof Hospital, Haarlem Street, Worcester**

**Venue: Boardroom, 4<sup>th</sup> floor**

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

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

**Please be at the venue before 8:30 because no late bidders will be allowed in the venue after 8:30.**

**Please bring along your bid document.**

**No bid documents will be issued at the meeting.**

### **Compulsory site meeting protocol:**

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

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Paragraph	Section 1 - Introduction	Comply/ Does not comply
<b>1.1</b>	<b><u>OBJECTIVE</u></b>	
1.1.1	To render a GARDEN MAINTENANCE AND TERRAIN SERVICES at Brewelskloof Hospital, Cape Winelands District Offices, Brewelskloof Hospital TB Centre School, Brewelskloof Hospital Nurses Home (Brewelscourt), HRD training Centre and Clinics within the Breede Valley Sub-District for a maximum period of 36 months, or until a Provincial contract is negotiated, is hereby required.	Comply / Do Not Comply
1.1.2	To appoint a Service Provider with the requisite skills to render a monthly comprehensive gardening and grounds man service for various Health facilities	Comply / Do Not Comply
1.1.3	The successful bidder shall provide a comprehensive Gardening Management Plan (GMP) for the buildings and other areas specified.	Comply / Do Not Comply
1.1.4	Bidders shall also be required to render Ad-Hoc services on the abovementioned GMP.	Comply / Do Not Comply
1.1.5	The bid will be awarded to the first fully compliant bidder that scores the highest in the 80/20 Preference Points Ranking System.	Comply / Do Not Comply
<b>1.2</b>	<b>CONTRACT PERIOD</b>	
1.2.1	The service is required for a period of three years (36 months).	Comply / Do Not Comply
<b>1.3</b>	<b><u>PROVISION OF SERVICES REQUIREMENT</u></b>	
<b>1.3.1</b>	<b><u>Specialized contractors</u></b>	
1.3.1.1	The contract is to be carried out by contractors specializing in gardening services and maintenance.	Comply / Do Not Comply
1.3.1.2	The Department shall not be held liable for any contracted illness or infection to the Service Providers staff arising from performing their duties	Comply / Do Not Comply
1.3.1.3	<b>Brewelskloof Hospital / Breede Valley Sub-district Health facilities</b> in consultation with the Service Provider shall determine the replacement cost of Brewelskloof Hospital & Breede Valley Sub-district Health institutions equipment and property, other Breede Valley Sub-district Health Facilities property which has been lost, stolen or damaged whilst in the care of the Service Provider, and to withhold such costs from any payment due by Breede Valley Sub-district Health institutions to the Service Provider.	Comply / Do Not Comply
1.3.1.4	<b>Garden consumables and equipment/machinery</b> The Contractor shall provide his own garden consumables and equipment for the gardening service contract, to be rendered at Brewelskloof Hospital and all health facilities within the Breede Valley Sub-district for the duration of this contract.	Comply / Do Not Comply
1.3.1.5	The Supplier must supply all necessary equipment to render services. Equipment includes, <b>but are not limited to</b> lawnmowers, hedge trimmers, weed-eaters, hose pipes, tractor, shovels, spades, garden forks, rakes, hoe, pruning shears, axe, ladder, bow saw, wheelbarrow, brooms etc.	Comply / Do Not Comply
1.3.1.6	Similarly, the loss of any other Breede Valley Sub-district Health Facilities property due to the negligence of the Service Provider will be recovered from any payments due to the Service Provider.	Comply / Do Not Comply
<b>1.3.2</b>	<b><u>Sub-Contractors</u></b>	
1.3.2.1	No sub-contracting allowed.	Comply / Do Not Comply
1.3.2.2	The Department of Health: Brewelskloof Hospital, reserves the right to adjust the number of services tendered for, during process in awarding the bid, due to budget constraints and operational needs.	Comply / Do Not Comply
<b>1.3.3</b>	<b><u>Particulars of garden workers to be deployed at the site:</u></b>	
1.3.3.1	The Service Provider <b>must provide full particulars of the staff to be deployed TWO (2) weeks prior</b> to the commencement of the service. A separate list must be completed for each posting.	Comply / Do Not Comply
1.3.3.2	<b><u>Profile of Gardeners to be provided:</u></b> <ul style="list-style-type: none"> <li>Must be a South African citizen. (Copy of ID document)</li> <li>Must be legally allowed/permitted to work in South Africa.</li> <li>Must be able to communicate, write and read in at least 2 of the 3 official languages of the Western Cape.</li> <li>Police clearance certificate prior of commencement of contract.</li> <li>Must be able to work independently and in a group depending on the duties to be performed.</li> <li>Must be physically fit.</li> <li>Proof of Hepatitis B immunisation on commencement of duty.</li> <li>Service Provider's employees shall wear suitable protective clothing, this includes safety shoes at the expenses of the contractor.</li> <li>Must always wear the protective clothing and shoes while conducting the duties.</li> </ul>	Comply / Do Not Comply

	<ul style="list-style-type: none"> <li>The Service Provider shall provide a clear identification card with the <b>photo, full name, identification number</b>, always worn conspicuously on him/her, at the Service Providers own cost and not deducted from the gardeners' salary.</li> <li>The forgoing is applicable for the three (3) contract groundsman's and the contractor's relieve staff.</li> </ul>	
Paragraph	Section 2 – Special Conditions of Contract	Comply/ Does not comply
2.1	<b><u>Brewelskloof Hospital</u></b> (Cape Winelands District Offices, Brewelskloof Hospital TB Centre School, Brewelskloof Hospital Nurses Home (Brewelscourt), HRD training Centre)- <b><u>Services must be rendered twice (x2) per Month (Team)</u></b>	
2.1.1	Services to be rendered from Monday to Friday, excluding public holidays, during office hours between 07h30 to 16h00. Services must be rendered as stipulated in specification.	Comply / Do Not Comply
2.1.2	(a) Minimum of three (3) staff members (Groundsman/General workers) required to perform the service daily for Brewelskloof Hospital grounds, included Cape Winelands District Office, Brewelskloof Hospital TB Centre School, Nurses Home and HRD Training Centre for the duration of the contract. (b) The Contractor shall attempt to supply an adequately trained labour force from the Local Community within the Sub-District to render a quality gardening service of high standard to the client.	Comply / Do Not Comply
2.1.3	The Service Provider shall provide relief staff for the workers mentioned in item 2.1.2 when absent from work for any reason.	Comply / Do Not Comply
	<b>DUTIES OF CONTRACTOR</b>	
2.1.4	<b><u>Mowing and trimming of all lawns and flower bed edges:</u></b> <ul style="list-style-type: none"> <li>Where a piece of lawn is bordered by a fence this shall form part of the agreement.</li> <li>Mow lawn twice a month</li> <li>Trim edges of lawn twice a month</li> <li>Bi-annual pruning of trees, roses, shrubs, and hedges where needed to keep the premises neat.</li> <li>Reasonable additional cutting &amp; removal of problem branches / trees where indicated.</li> <li>Where flower beds become overgrown it will be the responsibility of the contractor to remove / divide and re-locate plants to less dense flower beds to create a neat balance.</li> <li>Flower beds to be kept free from weeds, waste, and leaves and the first 10cm of topsoil to be loosened for good aeration &amp; drainage twice a month.</li> <li>Treatment of Roses and Rose beddings appropriately when needed including pruning.</li> <li>The irrigation system must be checked with each service, for effective operation or broken nozzles and sprinklers and solenoid valves.</li> <li>Solenoid valves need to be serviced every 3<sup>rd</sup> month for obstructions that may occur when not shut down properly.</li> <li>The service provider will report any malfunction with regards to the irrigation system.</li> <li>The service provider will repair any damages to the irrigation system</li> <li>All cuttings, clippings, and other garden waste to be removed by the contractor, <b>on the same day</b>, and at the contractor's cost.</li> <li>Clean and empty bins on grass and parking areas.</li> <li>Watering of lawn and garden.</li> <li>Keep premises clean in general, to a standard acceptable to the Department</li> </ul>	Comply / Do Not Comply
2.1.5	<b><u>Weed Control</u></b> <ul style="list-style-type: none"> <li>Broad leaf weeds on lawns to be treated at least once a year (in August or September) with an appropriate chemical.</li> <li>To be mixed, used &amp; applied according to manufacturers' instructions and in accordance with all regulating safety laws and instructions.</li> <li>A material safety data sheet of all chemicals to be used shall be supplied to the Contract Manager within two weeks before the commencement of the contract.</li> <li>Weeds and grass on paved / tarred surfaces to be treated likewise, but on a bi-monthly basis and with appropriate chemicals.</li> <li>Landscaped areas to be kept free of weeds and the soil around the trees, shrubs and ground covers are hoed and forked,</li> <li>Plant lice &amp; fungi on shrubs must be treated with an approved agricultural chemical pesticide when and where necessary.</li> <li>All costs for the above to form part of this contract and costing.</li> </ul>	Comply / Do Not Comply

WESTERN CAPE GOVERNMENT HEALTH  
GOODS & SERVICES SOURCING

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2.1.6	<p><b><u>Cleaning and sweeping</u></b></p> <ul style="list-style-type: none"> <li>Sweeping of parking areas and Walk-ways and other garden waste to be removed by the contractor, <b>on the same day</b>, and at the contractor's cost</li> <li>Cleaning of gutters quarterly.</li> <li>Cleaning of storm water canal regularly.</li> <li>Keep premises clean in general, to a standard acceptable to the Department</li> <li>Cleaning of all ditches twice a month</li> </ul>	Comply / Do Not Comply
2.2	<b><u>BREEDE VALLEY SUB-DISTRICT – PHC CLINICS</u></b>	
2.2.1	<p>Services to be rendered from Monday to Friday, excluding public holidays, between 07h30 to 16h00.</p> <p>(a) Services must be rendered twice (x2) per Month (Team) at:</p> <ul style="list-style-type: none"> <li><b>Worcester Community Health Centre (WCHC)-This facility has courtyards.</b></li> </ul>	<p>Comply / Do Not Comply</p> <p>Comply / Do Not Comply</p>
2.2.2	<p><b><u>Mowing and trimming of all lawns and flower bed edges:</u></b></p> <ul style="list-style-type: none"> <li>Where a piece of lawn is bordered by a fence this shall form part of the agreement.</li> <li>Mow lawn twice a month</li> <li>Trim edges of lawn twice a month</li> <li>Bi-annual pruning of trees, roses, shrubs, and hedges where needed to keep the premises neat.</li> <li>Reasonable additional cutting &amp; removal of problem branches / trees where indicated.</li> <li>Where flower beds become overgrown it will be the responsibility of the contractor to remove / divide and re-locate plants to less dense flower beds in order to create a neat balance.</li> <li>Flower beds to be kept free from weeds, waste, and leaves and the first 10cm of topsoil to be loosened for good aeration &amp; drainage <b>twice a month</b>.</li> <li>All cuttings, clippings, and other garden waste to be removed by the contractor, <b>on the same day</b>, and at the contractor's cost.</li> <li>Keep premises clean in general, to a standard acceptable to the Department</li> </ul>	Comply / Do Not Comply
2.2.3	<p><b><u>Weed Control</u></b></p> <ul style="list-style-type: none"> <li>Broad leaf weeds on lawns to be treated at least once a year (in August or September) with an appropriate chemical.</li> <li>To be mixed, used &amp; applied according to manufacturers' instructions and in accordance with all regulating safety laws and instructions.</li> <li>A material safety data sheet of all chemicals to be used shall be supplied to the Contract Manager within two weeks before the commencement of the contract.</li> <li>Weeds and grass on paved / tarred surfaces to be treated likewise, but on a bi-monthly basis and with appropriate chemicals.</li> <li>Landscaped areas are kept free of weeds and the soil around the trees, shrubs and ground covers are hoed and forked,</li> <li>Plant lice &amp; fungi on shrubs must be treated with an approved agricultural chemical pesticide when and where necessary.</li> <li>All costs for the above to form part of this contract and costing.</li> </ul>	Comply / Do Not Comply
2.2.4	<p><b><u>Cleaning and sweeping</u></b></p> <ul style="list-style-type: none"> <li>Sweeping of parking areas and Walk-ways and other garden waste to be removed by the contractor, <b>on the same day</b>, and at the contractor's cost</li> <li>Cleaning of gutters quarterly.</li> <li>Keep premises clean in general, to a standard acceptable to the Department</li> <li>Cleaning of all ditches twice a month</li> </ul> <p><b>(b) Services must be rendered once (x1) per Month (Team) at:</b></p> <ul style="list-style-type: none"> <li><b>De Doorns Clinic</b></li> <li><b>Empilisweni Clinic-This facility has courtyards.</b></li> <li><b>Rawsonville Clinic-This facility has courtyards.</b></li> <li><b>Avian Park Clinic</b></li> <li><b>Touwsrivier Clinic</b></li> </ul>	<p>Comply / Do Not Comply</p> <p>Comply / Do Not Comply</p>
2.2.5	<p><b><u>Mowing and trimming of all lawns and flower bed edges:</u></b></p> <ul style="list-style-type: none"> <li>Where a piece of lawn is bordered by a fence this shall form part of the agreement.</li> <li>Bi-annual pruning of trees, roses, shrubs, and hedges where needed to keep the premises neat.</li> <li>Reasonable additional cutting &amp; removal of problem branches / trees where indicated.</li> </ul>	Comply / Do Not Comply



- Where flower beds become overgrown it will be the responsibility of the contractor to remove / divide and re-locate plants to less dense flower beds in order to create a neat balance.
- Flower beds to be kept free from weeds, waste and leaves and the first 10cm of topsoil to be loosened for good aeration & drainage **at each visit**
- All cuttings, clippings, and other garden waste to be removed by the contractor, **on the same day**, and at the contractor's cost.
- Keep premises clean in general, to a standard acceptable to the Department

2.2.6

**Weed Control:**

- Broad leaf weeds on lawns to be treated at least once a year (in August or September) with an appropriate chemical.
- To be mixed, used & applied according to manufacturers' instructions and /in accordance with all regulating safety laws and instructions.
- A material safety data sheet of all chemicals to be used shall be supplied to the Quality Assurance co-ordinator within two weeks prior the commencement of the contract.
- Weeds and grass on paved / tarred surfaces to be treated likewise, but on a monthly basis and with appropriate chemicals.
- Plant lice & fungi on shrubs must be treated with an approved agricultural chemical pesticide when and where necessary.
- All costs for the above to form part of this contract and costing

Comply / Do Not Comply

2.2.7

**Cleaning and sweeping**

- Sweeping of parking areas and Walk-ways and other garden waste to be removed by the contractor, **on the same day**, and at the contractor's cost
- Cleaning of gutters quarterly.
- Keep premises clean in general, to a standard acceptable to the Department
- Cleaning of all ditches twice a month

Comply / Do Not Comply

**(c) Services must be rendered every second month (Team) at:**

- **Orchard Clinic**
- **Sandhills Clinic**
- **De Wet Clinic**
- 

Comply / Do Not Comply

2.2.8

**Mowing and trimming of all lawns and flower bed edges:**

- Where a piece of lawn is bordered by a fence this shall form part of the agreement.
- Bi-annual pruning of trees, roses, shrubs, and hedges where needed to keep the premises neat.
- Reasonable additional cutting & removal of problem branches / trees where indicated.
- Where flower beds become overgrown it will be the responsibility of the contractor to remove / divide and re-locate plants to less dense flower beds in order to create a neat balance.
- Flower beds to be kept free from weeds, waste and leaves and the first 10cm of topsoil to be loosened for good aeration & drainage **at each visit**
- All cuttings, clippings, and other garden waste to be removed by the contractor, **on the same day**, and at the contractor's cost.
- Keep premises clean in general, to a standard acceptable to the Department

Comply / Do Not Comply

2.2.9

**Weed Control:**

- Broad leaf weeds on lawns to be treated at least once a year (in August or September) with an appropriate chemical.
- To be mixed, used & applied according to manufacturers' instructions and /in accordance with all regulating safety laws and instructions.
- A material safety data sheet of all chemicals to be used shall be supplied to the Quality Assurance co-ordinator within two weeks prior the commencement of the contract.
- Weeds and grass on paved / tarred surfaces to be treated likewise, with each service and with appropriate chemicals.
- Plant lice & fungi on shrubs must be treated with an approved agricultural chemical pesticide when and where necessary.
- All costs for the above to form part of this contract and costing

Comply / Do Not Comply

2.2.10

**Cleaning and sweeping**

- Sweeping of parking areas and Walk-ways and other garden waste to be removed by the contractor, **on the same day**, and at the contractor's cost
- Cleaning of gutters quarterly.
- Keep premises clean in general, to a standard acceptable to the Department

Comply / Do Not Comply

2.3	<ul style="list-style-type: none"> <li>▪ Cleaning of all ditches twice a month</li> </ul> <p><b>Ad Hoc service needs:</b> Related Ad Hoc service needs, which might arise from time to time, will be negotiated with the contractor. Ad Hoc service needs include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>▪ Additional grounds man services.</li> <li>▪ Digging of trenches or assistance with addressing workshop related grounds man work.</li> <li>▪ Additional gardening services like composting and/or fertilizing of lawns and flower beds, cutting, and removing of fallen down trees, etc.</li> <li>▪ Contractor staff employed at Brewelskloof to assist with general assistance inside the buildings when needed.</li> <li>▪ And any unspecified services that the Department might requires which is not listed in the Bid document.</li> </ul> <p>Ad Hoc services might be required outside normal working hours (after hours, over weekends, on public holidays), depending on the circumstances of the situation / need.</p>	Comply / Do Not Comply
Paragraph	Section 3 – Special Conditions of Contract	Comply/ Does not comply
3.1	<b>LIAISON</b>	
3.1.1	Hospital and supplier's contract managers must be available during office hours, between 7:30 and 16:00 daily, to manage emergency situations relating to the provision of goods that might arise either on the side of hospitals or the contractor.	Comply / Do Not Comply
3.1.2	To promote efficient liaison between the hospital and contractor after award of the contract, the successful bidder shall provide the following information:	Comply / Do Not Comply
3.1.2.1	the physical address of its nearest office to the location of the contract, and	Comply / Do Not Comply
3.1.2.2	Confirmation that the Contract Manager is stationed at this office and that (s) he will be available for consultation if required.	Comply / Do Not Comply
3.2	<b>DUTIES AND OBLIGATIONS OF THE INSTITUTION</b>	
3.2.1	Conduct a due diligence process to determine a bidder's capability and ability before awarding a contract.	Comply / Do Not Comply
3.3	<b>DUTIES AND OBLIGATIONS OF THE CONTRACTOR</b>	
3.3.1	Structural Modifications and Recommendations	
3.3.1.1	The Contractor shall be responsible for advising the Manager Support Services, Facility Manager IPC Coordinator or appropriate support staff about any structural, sanitary or procedural modifications that would improve the visible image of the institutions.	Comply / Do Not Comply
3.3.1.2	The Contractor shall obtain the approval of the IPC Coordinator prior to any application of sealing material or other structural modification.	Comply / Do Not Comply
3.4	<b>MEETINGS</b>	
3.4.1	The Department will hold quarterly meetings with the contractor to:	Comply / Do not comply
3.4.1.1	Address trend issues that impact on the goods provided and the service rendered;	Comply / Do not comply
3.4.1.2	Distribute Information between the contractor and the Department of Health;	Comply / Do not comply
3.4.1.3	Discuss short-falls and challenges as well as remedial steps taken/to be taken; and	Comply / Do not comply
3.4.1.4	Identify risks.	Comply / Do not comply
3.5	<b>NOTE TO BIDDERS</b>	
3.5.1	Bid prices <u>must include VAT, delivery to prescribed destinations, handling, all applicable taxes</u> (PAYE, income tax, UIF contributions, and skills development levies) <u>and inherent costs</u> .	Comply / Do not comply
3.5.2	The Bidder must complete the Pricing Schedule, included in this document as 'Pricing Schedule'.	Comply / Do not comply
3.5.3	If we as the Western Cape Department of Health and Wellness note that the template (Pricing Schedule) has been amended or altered for the benefit to the supplier/bidder, your quote/bidding document will be non-compliant and will result in the bid not being evaluated/considered.	Comply / Do not comply
3.5.4	This above result may lead to a supplier being blacklisted on National Treasury Database or List for Tender Defaulters.	Comply / Do not comply
3.5.5	<p>If the Department is conducting renovations or if the facility is under construction in a manner that prevents the Contractor from rendering services, the Contractor shall not be required to perform services at that site for the duration of such renovations or construction.</p> <p>No invoices may be submitted or claimed for services at the affected facility during this period.</p> <p>Once the renovation or construction work is completed, the Department's representative or contract manager shall notify the Contractor in writing that services may resume as normal and will specify the resumption date.</p>	

Paragraph	Section 4 –Penalties and Pro Rate Deductions: will be subject to Government Procurement: General Conditions of Contract July 2010 (GCC) para 22	Comply/ Does not comply
4.1	The Service Provider will be penalized, and pro rata deductions will be made of the monthly payment.	Comply / Do not comply
4.2	Service - related penalties imposed will be communicated to the supplier and deducted from the relevant invoice for the specific month.	Comply / Do not comply
4.3	<b>Miscellaneous penalties:</b> <ul style="list-style-type: none"> <li>• Failure to sign in the register</li> <li>• Failure to perform work (as agreed in the work schedule, bid specification or SLA)</li> <li>• Late postings per person per day (½ hour after schedule time)</li> <li>• Failed posting per person per day</li> <li>• Sleeping on duty per person per day</li> <li>• Failure in wearing identity cards or any service aids per person per day</li> <li>• Failure adherence to dress code and safety clothing per person per day.</li> <li>• Desertion of post per person per shift.</li> <li>• Failure to provide proof of pest and disease and weed control</li> <li>• Not supplying a relieve worker within 2 hours after absence of an employee or desertion of an employee.</li> <li>• Not complying with OHS Regulations per person per day.</li> <li>• Site manger not visiting once a week for checking.</li> <li>• Failure to perform duties during daily task due to the fact of insufficient equipment or resources supplied by the service provider.</li> <li>• Failure to provide consumables per occurrence</li> <li>• Failure to repair faulty or damaged equipment (per item) in given time</li> <li>• Failure to replace damaged equipment in given time</li> <li>• Posting of untrained staff per occurrence</li> <li>• Absent from point of duty without replacement for any period during shift</li> <li>• Failure to wear protective clothing and safety shoes</li> <li>• Failure to wear and display identity cards</li> </ul>	<div> <b>WESTERN CAPE GOVERNMENT HEALTH</b>  <b>GOODS &amp; SERVICES SOURCING</b>            BID OPENED @ 11:00  <b>31 OCTOBER 2025</b>            1)..... 2) .....            SIGNED SIGNED         </div>
4.4	Where the SERVICE PROVIDER fails to provide the service standards in terms of the contract, deductions and/or penalties for said failure will be calculated at 1% of the monthly contract value per transgression per groundsman per building on the site per shift. In the event of a transgression being for part of a shift, this period will be regarded as a full shift.	Comply / Do not comply
4.5	The Department shall inform the Service Provider in writing of the penalties and the value thereof to be imposed per month and provide the Service Provider with a copy of the corresponding.	Comply / Do not comply
4.6	The Service Provider shall be required to provide the Department with a credit note within 7 (seven) Calendar Days after receipt of a written notice in respect of the value of the penalties imposed.	Comply / Do not comply
4.7	Transgressions and penalties will be noted and discussed at quarterly meetings between the Department and the Service Provider.	Comply / Do not comply
4.8	Penalties will be levied against the Service Provider for every incident and or provision of this contract which the Service Provider fails to honour, as well as by any posted groundsman who contravenes the contract conditions and/ or loss of WCG properly due to proven negligence. The said penalties will be calculated at 1% of the applicable monthly contract value per facility total call-off order value registered against applicable site of service.	Comply / Do not comply
4.9	The Service Provider must note that penalties will also be instituted in respect of contraventions/non-compliance of the conditions of contract, in the following instances:	Comply / Do not comply
4.9.1	1% of the applicable monthly total call-off order value registered against applicable site of service.	Comply / Do not comply
4.9.2	The institution of three (3) penalties against a specific service provider will be used as a benchmark after which written warnings will be issued to the service provider:	Comply / Do not comply
4.9.2.1	Warning 1 in addition to pro-rata low service penalties depending on the transgression	Comply / Do not comply
4.9.2.2	Warning 2 in addition to pro-rata low service penalties depending on the transgression	Comply / Do not comply
4.9.2.3	Warning 3 in addition to pro-rata low service penalties depending on the transgression	Comply / Do not comply
4.10	Should there be further transgressions after three (3) warnings, the process of delisting the Service Provider from the Framework Agreement will be commenced under the guidance of the Department of the Premier, Legal Services.	Comply / Do not comply
4.11	In instances where the severity of the penalty or transgression leads to extensive loss of government assets or fatalities, the process to delist a service provider from the Framework Agreement will be commenced under the guidance of the Department of the Premier, Legal Services. In such instances warnings may not apply and immediate removal from the Framework Agreement will be explored.	Comply / Do not comply

Paragraph	Section 5 – Conditions of Contract	Comply/ YES/NO
5.1	<b><u>Liability</u></b>	
5.1.1	The contractor shall at all times be responsible for the acts and omissions, e.g. death, injury, assault, unlawful unrest, etc. of his employees when they provide any services to the Western Cape Government in terms of the bid and act within the course and scope of these duties and employment.	Comply / Do not comply
5.1.2	The contractor indemnifies and holds the Western Cape Government blameless against the damage to property and loss of property of the Western Cape Government and any third party that may be involved.	Comply / Do not comply
5.1.3	<b><u>Important</u></b>	
5.1.3.1	The successful bidder must obtain Public Liability Insurance at his own cost that is adequate with the risks to which he is exposed. Such insurance must also make provision for all vicarious (indirect) losses and claims for which the bidder or his staff may be responsible.	Comply / Do not comply
5.1.3.2	It is a <b><u>condition of this bid</u></b> that the successful bidder <b><u>must</u></b> submit proof of its Public Liability Insurance within <b><u>two [2] weeks</u></b> upon the award of the contract.	Comply / Do not comply
5.1.3.3	Any non-compliance with this condition will render the contract <b><u>award null and void.</u></b>	Comply / Do not comply
5.1.3.4	Proof of validity of the public liability insurance cover to be submitted monthly to the Supply Chain Management Section	Comply / Do not comply
5.2	<b><u>Advertising and Trading</u></b>	
5.2.1	Neither the successful bidder nor his staff shall be entitled to offer any article for sale, sell any article or distribute any article free of charge on the site.	Comply / Do not comply
5.3	<b><u>Employment of Staff from Other Parties</u></b>	
5.3.1	The contractor shall make use only of his own site-trained workers in accordance with the specifications described in this bid. It will be expected of the bidder to make use of local community within the relevant Sub Districts to employ staff for the contract.	Comply / Do not comply
5.3.2	No other person shall at any time replace or relieve any of the contractor's employees. Should any problems arise, the contractor must immediately discuss the matter with the Department.	Comply / Do not comply
5.4	<b><u>Changes to Bidders Operational Status</u></b>	
5.4.1	As the bid is awarded on the information provided/available at the time, the successful bidder must maintain the status quo for the contract period. Should any deviation or changes occur, the successful bidder must advise the Department accordingly.	Comply / Do not comply
5.4.2	Material deviations from the position, as it was at the time of awarding the bid, may result in the Department having to apply remedial action.	Comply / Do not comply
	<b>HEALTH CARE FACILITIES' PHYSICAL ADDRESSES &amp; CONTACT DETAILS</b>	

Full Service per Area	Distance from Brewelskloof Hospital	Physical Addresses	Contact Number	Person responsible for completion of sub-logbook
Brewelskloof Hospital	In town	Haarlem Street Van Riebeeck Park Worcester, 6850	+27 23 348 1343	Ms D Hartnick
Touwsrivier Clinic	± 70 km	West Street, Touwsrivier, 6880	+27 23 814 2282	Sr J Olivier
De Doorns	± 35 km	Wesley Street, De Doorns	+27 23 814 2200	Mr M Makhalima
Orchard Clinic	± 33 km	Modderdrift Road, Orchard 6855	+27 23 814 2262	Sr D Frantz
Sandhills Clinic	± 30 km	Palm Avenue, Sandhills	+27 23 814 2274	Sr E Malgas
De Wet Clinic	± 15 km	Behind New Apostolic Church	+27 23 341 2664	Mr A Zinkfontein
Empilisweni Clinic	In town	Mayinjana Avenue, Zwelentemba, Worcester 6850	+27 23 814 2243	Sr E Engelbrecht

Rawsonville	± 20 km	1 Uit Street, De Nova, Rawsonville 6845	+27 23 349 1042	Sr H Syster
Avian Park Clinic	In town	Pelikaan Street, Avian Park	+27 23 814 2599	Sr M Vermeulen
Worcester Community Day Centre	In town	40 Sugget Street, Worcester 6850	+27 23 348 4172	Sr A Arendse

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

Please circle your option.  
**YES/NO**

Are you the Service Provider that will provide the Comprehensive Garden Maintenance Service in line with the requirement stipulated above?

**YES / NO**

If your offer does not comply with the specification, please indicate deviations  
(Please list these separately against each applicable facility if the space provided here is too little)

Brewelskloof Hospital .....

**YES / NO**

Touwsrivier Clinic .....

**YES / NO**

De Doorns Clinic .....

**YES / NO**

Orchard Clinic .....

**YES / NO**

Sandhills Clinic .....

**YES / NO**

De Wet Clinic .....

**YES / NO**

Empilisweni Clinic .....

**YES / NO**

Avian Park Clinic .....

**YES / NO**

Rawsonville Clinic .....

**YES / NO**

Worcester Community Day Centre.....

**YES / NO**

**YES / NO**

## NOTE:

- Bidders must complete the “details of offer” column of this document in full, and reply “**Complies**” or “**Does not comply**” to indicate the offer’s compliance with requirements. Failure to reply to all sections will make an offer ineligible for evaluation.
- Should the services/equipment offered deviate from any specified technical requirements, full details must be given. In the event of the available space being insufficient such details must be given on a separate sheet, indicating the relevant paragraph number in the specification.
- It is of utmost importance that each page of this document is initialled.
- Bidders shall describe the capabilities and specifications of the offer fully on separate pages where necessary and MUST refer to the relevant corresponding paragraph below in each case.

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GOODS & SERVICES SOURCING**

BID OPENED @ 11:00

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**BIDDER'S CONTACT DETAILS**

Company name	
Name & Surname of Contact Person (Print)	
Designation (Position in company)	
Telephone Number (Landline)	
Mobile number	
Email Address	

COMPANY STAMP

Signature

Date

**5.5 REFERENCES**

- Please list at least two contactable references, provided by the Contract Manager (in the Government Health sector) to whom you supply, or have supplied, and/or provided a service. This will form part of the bid evaluation process.

Name of Contractor	Contact Number	Type of Service or Commodity	Period	Bid Value
				R
				R
				R

**ENQUIRIES:**

- Ms Deidre Hartnick: +27 23 348 1343/1378, alternatively email: [Deidre.Hartnick@westerncape.gov.za](mailto:Deidre.Hartnick@westerncape.gov.za)
- Ms Lena Jendrissek: +27 23 348 1397, alternatively email: [Lena.Jendrissek@westerncape.gov.za](mailto:Lena.Jendrissek@westerncape.gov.za)

Please use **Further comments** tab below for any additional information and for reasons of non-compliance to the above specifications.

**FURTHER COMMENTS**

WESTERN CAPE GOVERNMENT HEALTH  
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**WCGHSC0471/2025: RENDERING OF A COMPREHENSIVE GARDENING AND GROUNDSMAN SERVICE WITHIN BREEDE-VALLEY SUB-DISTRICT UNDER CONTROL OF THE WESTERN CAPE GOVERNMENT HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD**

NAME OF BIDDER: .....

BID NUMBER: WCGHSC0471/2025

CLOSING TIME: 11:00 ON 31 OCTOBER 2025

OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID AND PRICING MUST BE INCLUSIVE OF VAT

Full Service per Area	Charge	1 <sup>st</sup> Year Price	2 <sup>nd</sup> Year Price	3 <sup>rd</sup> Year Price	
Bidders to take note: The numbers in brackets below accounts for the total services per annum. Monthly commitment to be multiplied with said number for annual service price per institution.					
Brewelskloof Hospital	Monthly	(2) R	(2) R	(2) R	
	Annually	(24) R	(24) R	(24) R	
Touwsrivier Clinic	Monthly	R	R	R	
	Annually	(12) R	(12) R	(12) R	
De Doorns Clinic	Monthly	R	R	R	
	Annually	(12) R	(12) R	(12) R	
Orchard Clinic	Monthly	R	R	R	
	Annually	(6) R	(6) R	(6) R	
Sandhills Clinic	Monthly	R	R	R	
	Annually	(6) R	(6) R	(6) R	
De Wet Clinic	Monthly	R	R	R	
	Annually	(6) R	(6) R	(6) R	
	Annually	(6) R	(6) R	(6) R	
Empilisweni Clinic	Monthly	R	R	R	
	Annually	(12) R	(12) R	(12) R	
Worcester CHC	Monthly	(2) R	(2) R	(2) R	
	Annually	(24) R	(24) R	(24) R	
Avian Park Clinic	Monthly	R	R	R	
	Annually	(12) R	(12) R	(12) R	
Rawsonville Clinic	Monthly	R	R	R	
	Annually	(12) R	(12) R	(12) R	
Yearly Total		R.....	R.....	R.....	
Total Contract Amount for 3 years				R .....	

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- A. Period required for commencement of contract after acceptance of bid  
.....
- B. Is offer strictly to specification? YES /NO
- C. If not, indicate deviations on attached specification or separate sheet  
.....
- D. Are you registered in terms of sections 23(1) or 23(3) of the  
Value-Added Tax Act, 1991 (Act No. 89 of 1991) YES /NO
- E. If so, state your VAT registration number  
.....
- F. Price(s) quoted must be firm for the duration of the contract.
- G. Please note: Bidders must bid for all sites and the bid will be awarded to one (1) bidder based on the  
total cost of the service.

Any administrative enquiries or those regarding bidding procedures may be directed to:

Mr Therlo Apollis  
Telephone: 021 834 9006  
Email: [Therlo.Apollis@westerncape.gov.za](mailto:Therlo.Apollis@westerncape.gov.za)

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

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## **Definition of pricing structures**

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

### 1. Firm prices

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

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

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

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

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

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

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# CHECKLIST

WESTERN CAPE GOVERNMENT HEALTH  
GOODS & SERVICES SOURCING

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CHECKLIST FOR GARDENING AND GROUNDSMAN SERVICE  Area to be service as specified in specification		Verified by: Signature		Service-related comments
		Contract Monitoring Administrator	Contract Project Officer	Comments
Facility	Y/N			
a. Mow lawns				
b. Trim edges of lawns.				
c. Shovel and turn soil and weed beds.				
d. Sweep pathways and paved areas				
e. Prune trees and shrubs.				
f. General cleaning in respect of waste and dirt in and around the premises.				
g. Collect and remove all dirt, cuttings and other garden refuse.				
h. Watering of lawns and garden. (water restrictions)				
i. Clean and empty bins				
j. Rake leaves				
k. Clean gutters and trenches				
l. Remove all weed and weed beds in all areas including paved areas.				
m. Keep clean and remove all unsightly branches				
n. All plants must be checked and spray for diseases and pest				
o. Quarterly fertilizing of lawns and bedding				
p. Landscape areas are maintained				



## PROVINCIAL GOVERNMENT WESTERN CAPE

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.

5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

#### 6. Definitions

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

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

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**“business interest”** means -

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

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

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

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

Any person who directly or indirectly -

(a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or

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

(i) that amounts to the-

(aa) illegal. dishonest. unauthorised. incomplete. or biased: or

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

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

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

(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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**“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.

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

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

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

- (i) resigned as an employee of the government institution or;
- (ii) cease conducting business with an organ of state or;
- (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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

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

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

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

- a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

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

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

SECTION A DETAILS OF THE ENTITY

	CSD Registration Number	MAAA
	Name of the Entity	

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## TABLE B

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

[illegible]

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES  
To enable the prospective bidder to provide evidence of past and current performance.

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

## C2. TABLE C

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

Complete the below table to the management of the tender contract.					
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
(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326-5445.)		
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
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	NO	YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I, ..... hereby

swear/affirm; i. that the information disclosed above is true and accurate; ii. that I have read understand the content of the document;

iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;

v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and

vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

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

.....  
SIGNATURE FULL NAMES Commissioner of Oaths

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

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

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

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

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

---

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

---

### 1. DEFINITIONS

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

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

## WCBD 6.1

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

## 2. GENERAL CONDITIONS

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

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

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

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

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

##### 4.1 POINTS AWARDED FOR PRICE

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

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

Where

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

$P_t$  = Price of bid under consideration

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

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

### 5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

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

$P_t$  = Price of bid under consideration

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

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

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

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

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

## 7. BID DECLARATION

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

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

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

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

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

**9. SUB-CONTRACTING**

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

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? .....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor? .....

(iv) whether the sub-contractor is an EME or QSE? *(delete which is not applicable)* **YES/NO**

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

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

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

10.2 VAT registration number: .....

10.3 Company Registration number: .....

10.4 Type of company/firm (Select applicable option)

<input type="checkbox"/>	Partnership/Joint venture consortium
<input type="checkbox"/>	One-person business/sole propriety
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Public company
<input type="checkbox"/>	Personal liability company
<input type="checkbox"/>	(Pty) Ltd
<input type="checkbox"/>	Non-profit company
<input type="checkbox"/>	State-owned company

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

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

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

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

**DATE:** .....

**ADDRESS:** .....

**WITNESSES:**

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

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

1. I, the undersigned

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

2. Hereby declare under oath as follows:

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

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

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3. I hereby declare under oath that:

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

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

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

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

Deponent signature: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths signature & stamp

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

WESTERN CAPE GOVERNMENT HEALTH  
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**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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**General Conditions of Contract**

**1. Definitions**

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

substantially different in basic characteristics or in purpose or utility from its components.

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

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- 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**

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

## **4. Standards**

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

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

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

## **6. Patent rights**

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

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

## 8. Inspections, tests and analyses

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

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## 9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

**10. Delivery and documents**

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

- 10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. Payment**

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

#### **17. Prices**

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

#### **18. Contract amendments**

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

#### **19. Assignment**

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

#### **20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its 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 canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

- 23.4 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.

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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.

28.1 Except in cases of criminal negligence or wilful 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.
28. Limitation of liability
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.
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.

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**32. Taxes and duties**

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

**33. National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

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

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