`

Western Cape Government

Department of Health and Wellness
Mr CA Jantjies
Directorate : Supply Chain Infrastructere Sourcing
Charles.Jantjies@westerncape.gov.za

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

BID NUMBER: **WCGHIC0006/2026** CLOSING DATE: **09 DECEMBER 2026** CLOSING TIME: **11:00AM**

WCGHIC0006/2026: SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS FOR THE WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FOR A PERIOD OF THREE (3) YEARS.

The successful bidder will be required to complete and sign a written contract form (WCBD 7.1).

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED **DEPARTMENT OF HEALTH AND WELLNESS** SITUATED IN:	The foyer of the main entrance Western Cape Government Building (**next to Cape High Court**) Junction of Dorp and Keerom Streets, Cape Town

1. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the Department's bid box, please call the responsible official, **Mr Awethu Matoto/ Mr Charles Jantjies** at **(021) 483-7302** for assistance during office hours. The bid box is generally open **24 hours a day, 7 days a week**.

2. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. Failure to complete and sign the bidding documents, certificates, questionnaires, and specification forms in all respects may invalidate the bid. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number and closing date**. The envelope shall not contain documents related to any bid other that indicated on the envelope.

All Bidders must be registered on the Central Supplier Database (CSD) at the time of bid closing.
Any prospective **unregistered Bidders** must register as a supplier on the CSD prior to bidding and bid closure.

Central Supplier Database	
Self-registration	www.csd.gov.za *(self-registration only)*
Contact email	SCM.eProcurementDOH@westerncape.gov.za

3. **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.

4. The Tax Compliance Status (TCS) will be verified on the CSD. Ensure that your TCS is up to date on the CSD at the time of award, the department will offer 7 working days to rectify your Tax Compliance Status, failure to do so will invalidate your bid.

5. Only the B-BBEE status reflected on form WCBD6.1 in the bid document will apply to the evaluation of the relevant formal bids and not the B-BBEE status on CSD. Bidders are further required to complete the attached WCBD4 form. All other mandatory documents held on CSD will be accepted by Western Cape Government Health (WCGH) for the consideration of formal bids.

6. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract**. The 80:20 Preferential Procurement Points System is applicable to this bid.**

7. Please refer all technical enquiries in writing to Mr. **Daniel J Nugent** at **Daniel.Nugent@westerncape.gov.za**. No telephonic enquiries will be entertained.

8. The date stamp at the bottom of each page is for official use only and not for completion by bidders.

9. Bidders must submit their offers in a D-ring file or appropriate ring binder with file dividers between sections where necessary.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

pp
FOR HEAD OF DEPARTMENT

DATE: 11/11/2026

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

PART A
INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	**WCGHIC0006/2026**	CLOSING DATE:	**09 DECEMBER 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS FOR THE WESTERN CAPE, DEPARTMENT OF HEALTH AND WELLNESS FOR A PERIOD OF THREE (3) YEARS**				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS*					
THE FOYER OF THE 4 DORP STREET					
WCG BUILDING (TOWER BLOCK) NEXT TO CAPE HIGH COURT					
ON THE CORNER OF DORP AND KEEROM STREETS, CAPE TOWN					

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr A Matoto**	CONTACT PERSON	**Mr Daniel J Nugent**
TELEPHONE NUMBER	**(021) 483-7302**	TELEPHONE NUMBER	
E-MAIL ADDRESS	**Awethu.Matoto@westerncape.gov.za Charles.Jantjies@westerncape.gov.za**	E-MAIL ADDRESS	**Daniel.Nugent@westerncape.gov.za**

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	N/A		**AND**	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNARE BELOW]

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID.
2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.2 ABOVE.
2.5 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
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: ……..

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

1) …… 2) ……
SIGNED SIGNED

WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS

SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS FOR THE WESTERN CAPE DEPARTMENT OF HEALTH AND WELLNESS FOR A PERIOD OF THREE (3) YEARS.

NAME OF BIDDING COMPANY.....

NAME OF BIDDER / CONTACT PERSON.....

CONTACT NUMBER (w)..... **(cell)**.....

BID NUMBER: WCGHIC0006/2026

1. APPLICABLE DOCUMENTS	
The onus rests with the prospective bidder to acquaint them with the following documents which forms part of this specification 1.1 General Conditions of Contract 1.2 Special Conditions of Contract 1.3 The Hazardous Substances Act No. 15 of 1973 1.4 Occupational Health and Safety Act no 85 of 1993 and the Construction Regulations of 2014. 1.5 National Environmental Management Act, Act 107 of 1998 1.6 Other relevant regulations related to the provision of portable chemical toilets	
2. GENERAL	
2.1 The bidder shall include illustrative brochures/technical details which can be used to verify compliance with the specifications and conformance with relevant minimum standards (SABS) and comply with the manufacturer's minimum requirements. 2.2 Please note that this offer shall be awarded in part or whole to ensure standardization within the region. 2.3 Bidder to quote on all the items per region and amounts as listed. 2.4 Bidder must ensure the availability of cleaning supplies, spares and accessories during the full service period.	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

	TERMS OF REFERENCE	Comments/Complies/ Does not comply/Yes/No
NOTE	*In the column provided for this purpose, please indicate next to each paragraph whether your offer complies with the bid specification by writing "Complies/Does not-comply/Noted" and/or provide comment or make reference to attached documentation, if any, as required. Additional documentation provided by you must clearly show the paragraph in the bid document to which it relates, please. Where applicable, please acknowledge you have read and understood conditions by writing "Yes" or "No" in the next column.*	
1.1	**SCOPE:** **SUPPLY, DELIVERY AND SERVICING OF PORTABLE CHEMICAL TOILETS FOR THE WESTERN CAPE, DEPARTMENT OF HEALTH AND WELLNESS, FOR A PERIOD OF THREE (3) YEARS.**	
1.2	**REGULATORY REQUIREMENTS**	
1.2.1	**THE INFORMATION CONTAINED IN THE TABLE BELOW IS MANDATORY FOR YOUR SUBMISSION AND WILL BE USED IN ASSESSING THE RESPONSIVENESS OF BIDDERS. FAILURE TO SUBMIT AND COMPLETE ALL MANDATORY INFORMATION WILL RESULT IN OFFERS BEING DEEMED NULL AND VOID AND SHALL BE CONSIDERED "NON-RESPONSIVE" AND THEREFORE NOT CONSIDERED.**	
	SECTION 2 - THE BID PROCESS	
2.1	*Closing date of bid* **09 DECEMBER 2026 @ 11:00am** *Validity of bid* **120 days** from closing.	
	SECTION 3 - Instructions for completing bid documents	
3.1	Please provide all compulsory documents required in the bid invitation in the full name of the bidder.	
3.2	Please include a letter from the bidding entity authorising the signatory of the WCBD1 bid form to submit this bid on behalf of the bidder.	
3.3	Please complete all the documents and forms provided in this bid document and furnish all the requested information.	
3.4	Please complete the bid response document by stating in the block opposite each subsection whether you will comply or will not comply with the requirements in that subsection.	
3.5	A response of "Noted" will be taken to mean "Comply". Please provide an explanatory note in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered.	
3.6	It will be to your disadvantage if the document is not completed in this way and can lead to the exclusion of your offer if the trend persists throughout your document.	
3.7	If you are unable to comply with a particular requirement or specification, please provide a comment/explanation for not complying.	
3.8	If additional supporting documents are provided as part of this bid, please give it a document number that is clearly marked on each page of the document.	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

	TERMS OF REFERENCE	Comments/Complies/ Does not comply/Yes/No
3.9	Please provide an index/summary of all supporting documents with your bid response.	
3.10	The absence of evidence required to prove your compliance with the bid requirements will be taken to indicate that you lack the necessary knowledge or capacity to provide the service.	
3.11	Re-typing, PDF or other digital conversions and/or amendment of the original bid document are not allowed and will invalidate your bid response.	
	SECTION 4 - BID CLARITY	
4.1	(i) **The Department** reserves the right to request clarifying information from a bidder. (ii) **Bidders or interested parties** may contact the Department to request clarity or additional information to assist their compiling of a bid. The Department will respond via electronic mail, which will be provided to all the interested parties. No one interested party will be provided with any information before any other, to promote the principle of unbiased communication with all bidders.	
	SECTION 5 - BID AWARDING	
5.1	All bids duly lodged shall be taken into consideration and evaluated for compliance, based on the principles set forth in this document.	
5.2	Bids that are found compliant in terms of the mandatory and statutory requirements will be evaluated.	
5.3	The bids will be evaluated according to the National Treasury Supply Chain legislation and policies, legislation and policies of the Western Cape Provincial Treasury and the Department's procurement parameters.	
5.4	The Department will establish a bid evaluation committee to evaluate this bid using a pre-defined set of evaluation criteria. This committee will assess the offer using this document as the basis for the evaluation.	
	SECTION 6 - EVALUATION PROCESS	
6.1	(i) **Phase 1:** Compliance with compulsory Central Supplier Database registration and attendance of compulsory clarification session. All bidders who comply with phase 1 will proceed to **phase 2.**	
6.2	(ii) **Phase 2**: Compliance with **functionality criteria, as outlined below (section 7).** All bidders who comply with phase 2 will proceed to **phase 3**.	
6.3	(iii) **Phase 3**: Application of **points for price and B-BBEE status** in accordance with the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022, to determine the highest total points scored by a bidder.	
6.4	(i) Preferential Procurement Policy (80/20) will be applied when evaluating this bid. Please complete the enclosed WCBD forms in full. (ii) In terms of the system, the monetary value of this bid is represented by 100 points of which 80 points represent price and 20 points represent preferential procurement objectives (participation goals). Therefore, application of the system does	**WESTERN CAPE GOVERNMENT HEALTH & WELLNESS** DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED @ 11:00 **9 DECEMBER 2026** 1) ..... 2) ..... SIGNED SIGNED

	TERMS OF REFERENCE	Comments/Complies/ Does not comply/Yes/No	
	not prevent, exclude or prejudice multinationals, manufacturers etc. from bidding directly with the Department.		
	SECTION 7 – COMPULSORY REQUIREMENTS		
7.1	The information contained in the table below is mandatory for your submission and will be used in assessing the responsiveness of bidders. Failure to submit and complete all mandatory information will result in submissions being deemed null and void and shall be considered "non-responsive" and therefore not considered.		
7.1.1	**Form WCBD1** – Full particulars of the bidding entity	Yes	No
7.1.2	**Form WCBD3.1** – Price Schedule.	Yes	No
7.1.3	**Form WCBD4** – Declaration of Interest.	Yes	No
7.1.4	**Form WCBD6.1** – Preference points claim form in terms of the preferential procurement regulations 2022 and codes of good practice.	Yes	No
7.1.5	Provide proof of CSD registration document.	Yes	No
7.1.6	A valid letter of Good Standing from the Dept of Labour (Compensation Commissioner).	Yes	No
7.1.7	Comprehensive company profile which includes organogram to indicate key resources and equipment.	Yes	No
7.1.8	A list of at least three similar, previous, successfully completed projects delivered within the past three years within the Western Cape with contactable references.	Yes	No
7.1.9	Company registration certificate from CIPC.	Yes	No
7.1.10	Proof of fully equipped Office and Workshop registered in your company name / long term rental agreement within the Western Cape.	Yes	No
7.1.11	B-BBEE Verification Certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) (certificates/scorecards and EME/QSE affidavits) of main contractor, or an affidavit confirming annual total revenue and level of black ownership, or Registered Auditors approved by IRBA.	Yes	No
	SECTION 8– PRICING AND PAYMENT		
8.1	The bidder must quote in accordance with the items included in the Price Schedule in the WCBD3.1 section of this document.		
8.2	In the interest of security and expeditious payment, it is the policy of the Department to effect payments by **electronic funds transfer (EFT)** into a supplier's South African bank account as far as possible. If a successful bidder is not yet a regular participant in Departmental contracts and has not been CSD registered already, the service-provider will be required to furnish the Department with its banking details to effect payment in line with the systems in operation (**Logis, BAS, Syspro**) to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.		
8.3	On receipt of the invoice by the Department in accordance with the agreed procedure, the relevant officials will verify its correctness. If the invoice is correct, the amount due will be payable within thirty **(30) calendar days from date of receipt of invoice**, subject to any penalty deductions by the Department. If the Department identifies any discrepancies, or if penalties are not reflected correctly or at all, the invoice will be returned to the supplier and the amount due will be payable within thirty (30) calendar days from receipt of the corrected invoice. If a service-provider disputes a penalty amount, the Department will have the right to set-off the penalty amount against any amount/invoice payable to the supplier.		

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

	TERMS OF REFERENCE	Comments/Complies/ Does not comply/Yes/No
9.1	**SECTION 9 – NEGOTIATIONS** The Department reserves the right to enter into negotiations with bidders (before the contract is concluded) if the bid prices are not deemed to be market related.	
10.1	**SECTION 10 - PERFORMANCE MONITORING** Constant performance monitoring will be conducted to ensure that the contractor meets their contractual obligations and that contracts run with as little disruption as possible. Regular meetings with the contractor will be performed to discuss contract issues.	
11.1	**SECTION 11 – GENERAL** Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department. The Department reserves the right, in its sole discretion: (i) To amend the bid process, closing date or any other date at its sole discretion; (ii) To cancel the bid or any part of the bid before the bid has been awarded; (iii) Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department; (iv) Not to award the bid to the highest points scorer or lowest price; (v) To reject all responses submitted and to embark on a new bid process; (vi) To withdraw any services from the bid process; (vii) To terminate any party's participation in the bid process; (viii) To accept or reject any response to this invitation to bid on notice to the bidders without liability to any party; (ix) To extend or expand the contract on written request from the Department.	
11.2	Accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process.	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

BID BOX DIRECTIONS



WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

IMPORTANT NOTICE COMPULSORY CLARIFICATION SESSION

ALL BIDDERS ARE REQUIRED TO ATTEND A **COMPULSORY** CLARIFICATION SESSION TO ACQUAINT THEMSELVES WITH THE SCOPE OF THE SERVICE TO BE PROVIDED AS DETAILED IN THE BID SPECIFICATIONS.

THE DETAILS OF THE CLARIFICATION SESSION ARE AS FOLLOWS:

DATE : **19 NOVEMBER 2026**
TIME : STRICTLY 13:00 PM
VENUE : Karl Bremer Hospital; Boiler House; Engineering and Support Services; Training Room.

CONTACT PERSON: Daniel J Nugent @ Daniel.Nugent@westerncape.gov.za

THE COMPLETION OF THE ATTENDANCE REGISTER WILL CONSTITUTE PROOF OF ATTENDANCE.

IMPORTANT NOTICE: STRICT ADHERENCE TO TIME

Please note that the clarification session will commence strictly at 13:00 on 19 November 2026. All bidders are therefore required to arrive well in advance to allow sufficient time for registration.

No late arrivals will be accommodated, and no extensions or exceptions will be granted for late attendance. The meeting will commence promptly at the stipulated time, and bidders who arrive after the commencement of the session will not be permitted to participate.

NB: FAILURE TO ATTEND THE CLARIFICATION SESSION WILL INVALIDATE YOUR OFFER

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00
9 DECEMBER 2026

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

PART - 1

SPECIAL CONDITIONS OF CONTRACT (SCC)

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

DEFINITIONS, ABBREVIATIONS AND ACRONYMS

"Client or **Purchaser** or **the Department"** means **Western Cape Department of Health and Wellness** (WCDHW).

"Local authority" means the authority having jurisdiction over the premises involved in this contract. This authority could be one or more of the following:

- A municipality
- A Government department

"Contractor or **Supplier** or **Successful Bidder"** is the party indicated as such and includes the contractor's or supplier's or successful bidder's directors, managers, workers, labourers, other employees, or subcontractors;

"Premises" are the **Western Cape Department of Health and Wellness** in, on or about which the contractor or supplier or successful bidder (as defined above) is present at any time in connection with any contract work or sub-contract work being carried out on or in respect of the premises or any part of or any machinery, plant, equipment, fixtures, or fittings in, or to the premises or any part of the premises.

"Response time" will mean the time from when the contractor or supplier or successful bidder was notified to the time that he reports on site.

Acronyms

SABS	South African Bureau of Standards
OHSA	Occupational and Health and Safety Act

Abbreviations

No	number
SA	South Africa
Ltd	limited
i.e.	namely
e.g.	example
EM	Emergency Maintenance
PM	Planned Maintenance
"the Act"	OHSA
WCDHW	the Western Cape Department of Health and Wellness

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

1. ACCEPTANCE AWARDING OR REJECTION OF BID

1.1. The WCDHW reserves the right to accept or reject an offer if it does not comply to terms of reference.

1.2. The WCDHW reserves the right to award the bid in whole or in part and will determine the award to the successful bidder per item, based on price and preference points as well as other criteria as outlined in the bid document.

1.3. Bidders may submit multiple offers for the same item(s) listed in the specifications herein, should various items be available which conform to all criteria within the specifications.

2. ANNUAL PRICE ADJUSTMENT

2.1 The price will be fixed for the first year. An annual price adjustment will be effective in line with CPAP workgroup 170, in line with mechanical related items.

3. PUBLIC LIABILITY INSURANCE

3.1 The successful bidder shall obtain public liability insurance to the value of R 5 000 000 (five Million Rand), which is to satisfaction of the Department, at its own cost.

3.2 It is a condition of this bid that each bidder must submit with its bid documents proof of its Business Insurance Certificate/ Public Liability Insurance.

3.3 The Service Provider warrants that it will maintain an insurance policy cover that satisfies the Department for the duration of the contract.

3.4 Any non-compliance to this condition of proof or failure to make regular payments of premiums, resulting in the cancellation or suspension of the insurance policy, will constitute a material breach of this contract and any damage and/ or less suffered by the Department as a result thereof shall be borne by the Service Provider.

3.5 This will survive the termination of this Contract.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00
9 DECEMBER 2026

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

4. REQUEST FOR INFORMATION

4.1.1 The Department may at any given time request in writing further information from a bidder for purpose of evaluation and/or adjudication.

5. INVOICING AND PAYMENT (Refer GCC Clause 16 below SCC Clause 5 below)

5.1 The Service Provider shall submit monthly invoices supported by:

- Supporting documents that is deployment records (Refer to No. 8)
- Service logs.
- Daily cleaning records.
- Signed site attendance registers where applicable.
- Applicable billing period

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

5.2 The Employer shall pay the Supplier within 30 calendar days from receipt of a valid and correctly submitted invoice, subject to the required supporting documentation and verification of the services rendered.

5.3 Where an invoice contains disputed or unsupported amounts, the Employer may withhold the disputed portion pending clarification and verification. The undisputed portion shall remain payable in accordance with the agreed payment terms.

5.4 Any services outside the agreed scope shall be priced in accordance with the agreed rates or, where no applicable rate exists, shall be subject to an agreed quotation and written approval before the work is undertaken.

5.5 The Department reserves the right to withhold payment for services not performed in accordance with this SLA.

6. PENALTIES FOR NON-PERFORMANCE (Refer GCC Clause 22)

6.1 The Department may impose service credits or penalties where:

Non-Performance	Penalty
Failure to deploy within 6 working hours	5% deduction from monthly invoice per occurrence
Failure to perform daily cleaning	5% deduction per affected unit per day
Failure to replenish consumables	2% deduction per affected unit
Failure to replace damaged unit within deadline	5% deduction per occurrence

6.2 Repeated failures may result in contract review, suspension or termination.

7. BREACH OF CONTRACT

7.1 Should a party breach any of the terms and conditions of the contract and remain in such breach for fourteen (14) Calendar Days after receipt of a written notice calling upon it to remedy such breach, then the party who served such notice shall be entitled, in addition to any remedy which it may have in law, to cancel the contract.

7.2 In the case where the Service Provider remains in breach despite the notice, the Department may impose penalties as contemplated by clause 22 of the General Conditions of Contract (GCC) or claim damages in lieu of penalties.

7.3 Notwithstanding the provisions of above-mentioned clauses, the Department may elect to appoint a third party without notice to render part of the Services at the Service Provider's expense, if the Service Provider fails to render any part of the Services for a period of more than thirty (30) days.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

8. THE DEPARTMENT RESERVES THE RIGHT TO:

8.1 To verity any information supplied by the bidder.

8.2 Not to appoint any of the bidder.

8.3 To cancel or withdraw this bid at any time without attracting any penalties or liabilities

8.4 To appoint one or more bidders, depending on the outcome, to separately or jointly be responsible for the Supply of Portable Chemical Toilets within the Western Cape Province.

8.5 To disqualify a bidder should it be found that information disclosed during the bidding process was inaccurate and/ or where such information was a misrepresentation on the part of the bidder.

8.6 During any stage of the evaluation process to request further information to clarify or confirm documentation submitted.

9. RESPONSIBILITY

9.1 The Contractor shall be held responsible for any damage to of theft from the premises by him or his employees or due to their neglect, whether in the normal execution of their duties or otherwise. A claim for indemnification may be imposed by the Department of Health & Wellness.

9.2 In the case of damages resulting from the rendering of the service, the Contractor shall undertake to rectify the damage immediately to the satisfaction of the Department. If the Contractor fails to act immediately after notification, the Department shall rectify the damage, and the costs thereof shall be recovered from the Contractor.

9.3 National Environmental Management Act, Act 107 of 1998 states in section 28 Duty of care and remediation of environmental damage - (1) Every person who causes, has caused *or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorized by law or cannot reasonably be avoided or stopped,* ***to minimise and rectify such pollution or degradation of the environment".***

Principles of Environmental Law

PPP (Polluter Pays Principles):
The principle is self-explanatory: where pollution occurs, it will be the polluter who pays for the clean-up, remediation and any other costs relating to the said pollution. The

Contractor shall ensure compliance to **Section 28 of the National Environmental Management Act, Act 107 of 1998** as stipulated in the **Principles of Environmental Law.**

9.4 The Contractor shall at all times properly supervise all his/ her personnel. The Contractor shall be responsible for the supply of all personal protective equipment to his / her personnel, as required, in accordance with the Occupational Health and Safety Act, Act 85 of 1993. The Contractor's supplied overalls shall display a distinctive marking that shall positively identify the Contractor and his/ her personal.

9.5 All safety regulations in terms of Personal Safety Equipment and facilities as laid down in the OHAS Act No. 85 of 1993, as amended, shall apply in respect of this contract. While on the Department's property, the Contractor shall be responsible at all times for the safety of his/ her employees. Should any of the Contractor's personnel sustain any injuries, while on the Department's property, through the Contractor's action, the Contractor shall be responsible for the rendering of medical attention. The Contractor and his /her personnel shall enter the property of the Department at their own risk. Treatment for any injuries sustained by the Contractor's personnel, shall be the responsibility of the Contractor. Furthermore, the Department Health & Wellness shall not accept legal liability for such injuries. The Department may, according to its discretion, render limited medical attention to the Contractor's personnel. The Department, however, shall not accept any liability for the outcome of such medical assistance rendered. The Department may, according to its discretion, charge the Contractor for such services rendered.

9.6 The Contractor indemnifies the department of Health & Wellness herewith from any claim from a third party and all costs of legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person or the damage of property of the Contractor or any other person that may result from or be related to the execution of this contract.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract ("SCC") are applicable to this bid by the Western Cape Government: The Department ("the Department"). Should there be a conflict between the provisions of these Special Conditions of Contract and those of the General Conditions of Contract, the provisions of these Special Conditions of Contract shall prevail.

1. APPLICATION	1.1	These Special Conditions of Contract ("SCC") are applicable to this bid invited and to be awarded by the Department.
	1.2	By submitting a bid in response to the bid invitation from the Department, a bidder accepts and agrees to these SCC, as well as the provisions of the General Conditions of Contract for Government Procurement as issued by National Treasury ("GCC"), unless specified otherwise in writing.
2. SPECIFIC EXCLUSIONS	2.1	The following clause/s of the GCC are specifically excluded and shall not form part of the contract to be awarded and concluded with the Department: GCC Clause 7: Performance Security GCC Clause 28: Limitation of liability
3. <u>SUPPLEMENTARY CLAUSES TO THE GCC</u>		
4. CONTRACT PERIOD		
	4.1	The contract will be awarded for a three (3) year period.
5. PAYMENT	5.1	The Department will pay the successful bidder for the services rendered or goods provided.
	5.2	Notwithstanding the Department's right to impose penalties, the Department may also withhold payment in respect of services not rendered or goods not supplied in accordance with the contract with the successful bidder.
6. WAIVER		
	6.1	No waiver of any of the terms and conditions of the contract shall be binding unless expressed in writing and signed by the party giving the same, and any such waiver shall be granted only in the specific instance and for the purpose given.
	6.2	No failure or delay on the part of either party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.
	6.3	No indulgence, leniency or extension of time which any party ("the Grantor") may grant or show the other party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of the contract.
7. BREACH		
	7.1	Should a party breach any or all of the terms and conditions of the contract and remain in such breach for 14 (fourteen) calendar days after receipt of a written notice calling upon it to remedy such breach, then the party who served such notice shall be entitled, in addition to any remedy which it may have

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

		in law, to cancel the contract, to remedy the breach itself, claim specific performance and/or to claim damages.
	7.2	Notwithstanding the conditions of paragraph 7.1 above, the Department reserves the right to extend to the successful bidder the opportunity to rectify shortcomings in the successful bidder's service.
	7.3	In the case where the successful bidder remains in breach despite the notice as contemplated in paragraph 7.1, the Department may impose penalties as contemplated by paragraph 7.2 above or claim damages in lieu of penalties.
	7.4	Notwithstanding the provisions contained in paragraphs 7.1 to 7.3 above, the Department may elect to appoint a third party without notice to render the services at the successful bidder's expense as an interim measure, if the Service Provider fails to render the services for a period of more than 7 (seven) calendar days.
8. CONFIDENTIALITY AND DISCLOSURE		
	8.1	The successful bidder must treat all information and records furnished to it by the Department, or arising from the execution of the contract, as confidential. The successful bidder will not disclose this information to a third party without the Department's prior written consent.
	8.2	The Department may only disclose records of the bidder, including the bidder's bid response, to a third party in accordance with the provisions of the Promotion of Access to Information Act 2 of 2000.
	8.3	The successful will not, without the prior written consent of the Department, cause any public statement to be made relating to the contract with the Department.
	8.4	This clause and its sub-clauses will survive termination of the contract between the parties unless otherwise agreed in writing.
9. INDEMNITY		
	9.1	The successful bidder hereby indemnifies the Department against any and all claims which may be made against the Department, or any losses the Department may incur, for any claim that may arise as a result of injury or damage suffered by any person, arising out of, or as a consequence of the execution of the contract and/or the rendering of the Services.
	9.2	Clause 9.1 shall survive the termination of the contract.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

10. DELIVERY AND DOCUMENTS	
Clause 10.1	Physical documents are to be submitted to the physical address of the parties noted in the contract within three working days. E-mail documents to be deemed delivered within one working day.
Clause 10.2	Documents are to include all contractual documents or communications sent to or requested by either party in terms of the conditions of contract.
11. INSURANCE	
Clause 11	The successful bidder is to insure all goods via a licenced and registered Financial Service Provider (FSP) registered with the Financial Sector Conduct Authority (FSCA) and the South African Insurance Association (SAIA).
12. TRANSPORTATION	
Clause 12	The rates shall include all delivery and collection costs. No additional transport charges shall be payable.
13. INCIDENTAL SERVICES	
Clause 13	The supplier is required to provide the following services: • Performance of on-site assembly and/or commissioning of the supplied goods; • Furnishing of tools required for assembly and/or maintenance of the supplied goods • Performance of maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service will not relieve the supplier of any warranty obligations under this contract. • Performance of all on-site disassembly, removal and/or decommissioning of the supplied goods.
15. WARRANTY	
Clause 15.4	15.1 The period for repair or replacement is 6 hours.
20. SUBCONTRACTS	
GCC Clause 20 is supplemented with the following:	
New Clause 20.2	Notwithstanding any provision to the contrary contained in the bid documents, the primary responsibility for rendering the services rests with the successful bidder and it may not subcontract, assign, cede, delegate or transfer, in whole or in part, any of its obligations to render the service to any other person, without the prior written consent of the Department.
New Clause 20.3	It is the express responsibility of the successful bidder to ensure that all employees, agents, other persons and or sub-contractors engaged by it to work on the Premises are made aware of the contents of this document and always comply with it whilst working on the Premises.
New Clause 28.3	Clauses 28.1 and 28.2 shall survive the termination of the contract.
22. PENALTIES	
GCC Clause 22 is supplemented with the following:	

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

New Clause 22.2	The Department may, in respect of every breach, impose penalties in terms of clause 22 of the GCC (or such other penalties as may be agreed upon), or claim damages *in lieu* of a penalty.
New Clause 22.3	The Department's decision to impose a penalty, or claim damages in lieu of a penalty, shall not prevent it from exercising any other rights it may have in law, including, but not limited to, the right to claim specific performance.

25. FORCE MAJEURE

Clause 25 of the GCC is supplemented with the following:

New Clause 25.3	The successful bidder accepts and understands that the nature of the services requires it to perform in terms thereof and accordingly the successful bidder shall not be excused from the performance of its obligations and needs to ensure that it has procedures in place to ensure that it renders the services as and when required by the Department.
New Clause 25.4	Neither of the Parties shall be liable for a failure to perform any of its obligations insofar as it proves – 25.4.1 that the failure was due to an impediment beyond its control; 25.4.2 that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of this Agreement; and that it could not reasonably have avoided or overcome the impediment or its effects.
New Clause 25.5	An impediment, as aforesaid, may result from events such as the following (this list is not exhaustive) –war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage; 25.5.1 natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning; 25.5.2 explosions, fires, destruction of machines, of factories and of any kind of installations; 25.5.3 acts of authority, whether lawful or unlawful, apart from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.
New Clause 25.6	Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than 60 (sixty) Business Days, any of the Parties shall be entitled to terminate this Agreement on 30 (thirty) Business Days written notice.

27. SETTLEMENT OF DISPUTES

GCC Clause 27 is supplemented with the following:

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

New Clause 27.4.1	Mediation – 27.4.1.1 Subject to the provisions of clause 27.2 any dispute arising out of or in connection with this Agreement may be referred by the Parties without legal representation to a mediator. 27.4.1.2 The dispute shall be heard by the mediator at a place and time to determine by him or her in consultation with the Parties. 27.4.1.3 The mediator shall be selected by agreement between the Parties. 27.4.1.4 If an agreement cannot be reached upon a particular mediator within 3 (three) Business Days after the Parties have agreed to refer the matter to mediation, then the President of the Legal Practice Council shall nominate the mediator within 7 (seven) Business Days after the Parties have failed to agree. 27.4.1.5 The mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the Parties and may be guided by their common reasonable desire of the form in which the said representations are to be made. 27.4.1.6 The opinion so expressed by the mediator shall be final and binding upon the Parties unless a Party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved Party may institute legal proceedings in a court of competent jurisdiction, unless the Parties agree to refer the dispute to arbitration in accordance with clause 27.6. The expressed opinion of the mediator shall not prejudice the rights of either Party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be. 27.4.1.7 The cost of mediation shall be determined by the mediator. 27.4.1.8 Liability for such cost shall be apportioned by the mediator and shall be due and payable to the Mediator on presentation of his or her written account.
New Clause 27.6	Arbitration – 27.6.1 Subject to the provisions of clause 3.3.1, the Parties may agree to refer any dispute arising out of or in connection with this Agreement, to arbitration. 27.6.2 Arbitration shall be held in Cape Town informally and otherwise in accordance with the provisions of the Arbitration Act 42 of 1965, it being intended that, if

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

	possible, it shall be held and concluded within 10 (ten) Business Days. 27.6.3 Save as otherwise specifically provided herein, the arbitrator shall be if the matter in dispute is– 27.6.3.1 primarily a legal matter, a practising Senior Advocate of the Cape Bar; 27.6.3.2 any other matter, an independent and suitably qualified person as may be agreed upon between the Parties to the dispute. 27.6.3.3 If agreement cannot be reached on whether the question in dispute falls under 27.6.3.1 or 27.6.3.2 and/or upon a particular arbitrator within 3 (three) Business Days after the Parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall – 27.6.3.4 determine whether the question in dispute falls under 27.6.3.1 or 27.6.3.2; and 27.6.3.5 nominate the arbitrator within 7 (seven) Business Days after the Parties have failed to agree. 27.6.3.6 The arbitrator shall give his or her decision within 5 (five) Business Days after the completion of the arbitration. The arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both of the Parties. 27.6.3.7 The decision of the arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon the application by any Party to the arbitration.
New Clause 27.7	Without detracting from a Party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this agreement, the Parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in clauses 27.4.1 and 27.6 below.
New Clause 27.8	All disputes shall be exclusively dealt with and settled in terms of South African law and in South Africa.
28. DAMAGES	
GCC Clause 28 is supplemented with the following:	
New Clause 28.1	In the event of cancellation of the contract due to breach, the non-defaulting Party shall be entitled to recover all damages which may be suffered as a result of such breach, or from any liability which the non-defaulting Party may directly or indirectly incur as a result of such breach.
New Clause 28.2	The successful bidder shall indemnify the Department against any and all claims which may be made against the Department, or any losses the Department may incur, for any claim that may arise as a result of injury or damage suffered by any person, arising out of, or as a consequence of the

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

		execution of the contract and/or the rendering of the services in terms of this bid.
New Clause 28.3	Clauses 28.1 and 28.2 shall survive the termination of the contract.	
ADDITIONAL SPECIAL CONDITION		
1. COMPLIANCE WITH OCCUPATIONAL HEALTH & SAFETY ACT	1.1	The Department and the successful bidder hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as "the Act"), that the following arrangements and procedures shall apply between them to ensure compliance by the Successful bidder with the provisions of the Act, namely:
	1.2	The successful bidder undertakes that the appropriate officials and employees of the Successful bidder will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;
	1.3	The successful bidder undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
	1.4	The successful bidder hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves The Department from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
	1.5	The successful bidder agrees that any duly authorised official or appointed agent of The Department shall be entitled (though not obliged) to take such steps as may be necessary to ensure that the successful bidder has complied with his undertakings as set out more fully in the paragraphs above, which steps may include, but will not be limited to, the right to inspect any appropriate site or Premises occupied by the successful bidder, or to inspect any appropriate records held by the successful bidder;
	1.6	The successful bidder shall be obliged to report forthwith to The Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;
	1.7	All services, inspections, maintenance work and testing will be carried out in a legal, safe and responsible manner as contained in your Health and Safety File.
2. ENTRY TO THE PREMISES	2.1	The successful bidder shall be subject to Department security regulations or arrangements in force and acknowledges that it will be obliged at all times to obtain security clearance to enter & work on the premises.
	2.2	The successful bidder shall only use that part of the Premises necessary to carry out its duties. The successful bidder is not permitted to have access to any other part of the premises unless specifically authorised in writing and in advance by the contract manager.
	2.3	The successful bidder and their staff are to be presentably dressed and prominently displaying their Company's logo whilst on site. Should there be protest/unrest at any facility, the successful bidder needs to contact the facility manager/Department representative to assist with access to the premises. This means that contact details need to be readily available for communication purposes. They may also ask onsite security to assist or alternatively make use of any other access point e.g. road to the facility.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

3. VEHICLES ON THE PREMISES	3.1	The successful bidder agrees that it's vehicles will be driven, parked and otherwise dealt with on the premises at the owner's or user's own risk and subject to rules or regulations in force at any given time.
4. CONTRACTORS EQUIPMENT AND MATERIALS	4.1	The successful bidder shall be solely responsible for ensuring the security and safety of its own personal property, including all equipment and material brought onto the premises for use by the successful bidder, and the Department shall not be responsible for loss or damage thereto, howsoever caused.
5. ACCIDENTS	5.1	The successful bidder, whether involving persons or property, shall report every accident on the premises, immediately to the Department's Engineering representative, including accidents, which did not, but could have led to personnel injury or loss of limb or damage to property. Reportable incidents shall be dealt with as prescribed in the Act. If the person is not directly employed by the successful bidder, the accident shall in addition, be reported by the successful bidder, to the injured person's employer. Any accidents involving loss of limb are to be reported directly to the Department of Labour and copied to the Department's Engineering representative immediately.
6. FIRE PRECAUTIONS	6.1	The successful bidder shall ensure that all persons engaged by it to work on the premises are aware of and familiar with the protection procedures and systems in operation on the Premises.
7. STANDARD OF MATERIALS AND REPORTS	7.1	All materials and equipment supplied and/or installed under this contract shall be new and the best of their respective kinds and shall comply with the requirements laid down in the latest editions of the relevant SABS or ISO and IEC codes and their amendments and with the requirements of this agreement.
	7.2	All reports provided by the successful bidder as required by the Department under the contract shall be in line with all applicable SABS codes.
8. WARRANTY	8.1	Any equipment supplied shall be in line with the manufacturer standard warranty.
9. QUANTITY	9.1	All quantities included in the price schedule are estimates only and subject to change.
10. SERVICE LEVEL AGREEMENT	10.1	The successful bidder will enter into a service level agreement with the Department before the contract commences.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

PART - 2

TECHNICAL EVALUATION (SPECIFICATION)

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

1. GENERAL

The Western Cape Government, Department of Health & Wellness requires portable chemical toilets for hire at various facilities throughout the Western Cape province, for a duration of three (3) years.

1.1 Temporary self-contained prefabricated plastic toilet unit including a foot flush mechanism, toilet roll holder, and a hand wash basin.

1.2 Wheelchair Accessibility Unit:

- Temporary self-contained prefabricated plastic toilet unit including a flush mechanism, toilet roll holder, grab rails and a hand wash basin.

1.3 Urinal Stations:

- Standalone urinal units (please indicate each price)
- Multiple urinal units (please indicate each price)

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

1.4 Hand Wash Units:

- Freestanding hand wash, foot pump operated (please indicate each price).
- Multiple point wash handstands (please indicate each price).

1.5 Toilets shall be provided with internal and external toilet door closing mechanism.

2. TANK CAPACITY

2.1 Minimum waste tank capacity: 200 litres

2.2 Indicate the water tank capacity and waste tank capacity in your submission

3. LOCATION

3.1 The portable units shall be securely erected on site in the positions indicated by Facility Management. The location of health facilities and indicative number of units required per District Municipality is specified in the Pricing Schedule.

4. MAINTENANCE AND SERVICE OF TOILET UNITS

4.1 The toilet shall be functional at all times.

4.2 All portable units shall be serviced and maintained at least once weekly (service provider to indicate the average number of uses of each unit before servicing is required).

4.3 The servicing should include the daily cleaning of the toilets, pumping, refilling of water and chemicals, all of which shall be included in the hire rates. The cost of additional servicing shall be priced separately, to allow for locations that require more frequent, or daily servicing.

4.4 The Service Provider shall clean and service every deployed portable toilet daily, including weekends and public holidays where units are in use. The daily service shall include;

Cleaning

- Cleaning and disinfecting all internal and external surfaces
- Cleaning toilet seats, urinals, walls, floors and hand-wash stations,

- Removal of litter and debris

Sanitisation

- Application of approved disinfectants, Odour control treatment.
- Replenishment of sanitation chemicals.

Waste Management

- Emptying waste holding tanks as necessary.
- Safe transportation and disposal of waste at licensed disposal facilities

Consumables

Replenishment of:

- Toilet paper
- Hand soap
- Hand sanitiser
- Paper towels (where applicable)
- Deodorising chemicals

Inspection

The Service Provider shall inspect each unit daily for:

- Structural integrity
- Cleanliness
- Vandalism
- Damage
- Adequate consumable stock

4.5 Disposal of all waste and liquids should be conducted in compliance with all applicable laws and regulations. Liquids and/or products may not be discharged to the ground, gutters, storm drains, and paved surfaces, to safeguard that it is not carried to the storm drain system and/ or to groundwater. No spillages should occur when servicing the toilet units and its contents should be stored properly and removed from the site.

4.6 To ensure effective control, delivery notes, invoicing and servicing shall be verified and signed off by the Facility Manager and proof of all servicing of the toilet units shall be recorded and be made available for verification if required.

5. QUANTITIES

5.1 It is to be noted that the quantities indicated in the bidding documents are **preliminary estimates only** and **actual quantities** will be determined during the contract period as and when required by the client.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

IS YOUR BID IN ACCORDANCE WITH THE SPECIFICATION	YES/ NO
IF NOT STATE DEVIATION	
NAME OF BIDDERS: _____	SIGNATURE: _____

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

ANNEXURE 1: LIST OF HEALTH FACILITIES PER DISTRICT MUNICIPALITY

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

PART 3
PRICING SCHEDULES

Note: Please ensure that your costing is correct as corrections cannot be made after bid closing.

Note – **Failure to price all items in the price schedules will disqualify your bid.**

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

A. CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY PRICING SCHEDULE					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Submitted Offer**
1.1	Hire of single self-contained prefabricated plastic toilet unit including a foot flush mechanism, toilet roll holder per week (including delivery and collection charges, and one weekly service)	No	300	**R**	**R**
1.2	Hire of disabled single self-contained prefabricated plastic toilet unit including a flush mechanism, toilet roll holder, grab rails and a hand wash basin per week (including delivery and collection charges, and one weekly service)	No	80	**R**	**R**
1.3	Additional service per toilet	No	100	**R**	**R**
1.4	Hire of Standalone urinal units per week (including delivery and collection charges, and one weekly service)	No	80	**R**	**R**
1.5	Hire of Multiple urinal units per week (including delivery and collection charges, and one weekly service)	No	20	**R**	**R**
1.6	Freestanding hand wash, foot pump operated (including delivery and collection charges, and one weekly service)	No	8	**R**	**R**
1.7	Multiple point wash handstands (including delivery and collection charges, and one weekly service)	No	4	**R**	**R**
1.8	Additional service charge per urinal unit	No	20	**R**	**R**
	SUB-TOTAL CARRIED FORWARD TO PRICE SUMMARY			**R**	**R**

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

B. CAPE WINELANDS DISTRICT MUNICIPALITY PRICING SCHEDULE					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Submitted Offer**
2.1	Hire of single self-contained prefabricated plastic toilet unit including a foot flush mechanism, toilet roll holder and basin per week (including delivery and collection charges, and one weekly service)	No	100	**R**	**R**
2.2	Hire of disabled single self-contained prefabricated plastic toilet unit including a flush mechanism, toilet roll holder, grab rails and a hand wash basin per week (including delivery and collection charges, and one weekly service)	No	30	**R**	**R**
2.3	Additional service per toilet	No	50	**R**	**R**
2.4	Hire of Standalone urinal units per week (including delivery and collection charges, and one weekly service)	No	30	**R**	**R**
2.5	Hire of Multiple urinal units per week (including delivery and collection charges, and one weekly service)	No	8	**R**	**R**
2.6	Freestanding hand wash, foot pump operated (including delivery and collection charges, and one weekly service)	No	6	**R**	**R**
2.7	Multiple point wash handstands (including delivery and collection charges, and one weekly service)	No	3	**R**	**R**
2.8	Additional service charge per urinal unit	No	10	**R**	**R**
	SUB-TOTAL CARRIED FORWARD TO PRICE SUMMARY			**R**	**R**

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

C. CENTRAL KAROO DISTRICT MUNICIPALITY PRICING SCHEDULE					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Submitted Offer**
3.1	Hire of single self-contained prefabricated plastic toilet unit including a foot flush mechanism, toilet roll holder and basin per week (including delivery and collection charges, and one weekly service)	No	5	**R**	**R**
3.2	Hire of disabled single self-contained prefabricated plastic toilet unit including a flush mechanism, toilet roll holder, grab rails and a hand wash basin per week (including delivery and collection charges, and one weekly service)	No	2	**R**	**R**
3.3	Additional service per toilet	No	3	**R**	**R**
3.4	Hire of Standalone urinal units per week (including delivery and collection charges, and one weekly service)	No	2	**R**	**R**
3.5	Hire of Multiple urinal units per week (including delivery and collection charges, and one weekly service)	No	1	**R**	**R**
3.6	Freestanding hand wash, foot pump operated (including delivery and collection charges, and one weekly service)	No	2	**R**	**R**
3.7	Multiple point wash handstands (including delivery and collection charges, and one weekly service)	No	1	**R**	**R**
3.8	Additional service charge per urinal unit / hand wash basin unit	No	1	**R**	**R**
	SUB-TOTAL CARRIED FORWARD TO PRICE SUMMARY			**R**	**R**

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

D. EDEN DISTRICT PRICING SCHEDULE					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Submitted Offer**
4.1	Hire of single self-contained prefabricated plastic toilet unit including a foot flush mechanism, toilet roll holder and basin per week (including delivery and collection charges, and one weekly service)	No	100	**R**	**R**
4.2	Hire of disabled single self-contained prefabricated plastic toilet unit including a flush mechanism, toilet roll holder, grab rails and a hand wash basin per week (including delivery and collection charges, and one weekly service)	No	30	**R**	**R**
4.3	Additional service per toilet	No	50	**R**	**R**
4.4	Hire of Standalone urinal units per week (including delivery and collection charges, and one weekly service)	No	30	**R**	**R**
4.5	Hire of Multiple urinal units per week (including delivery and collection charges, and one weekly service)	No	30	**R**	**R**
4.6	Freestanding hand wash, foot pump operated (including delivery and collection charges, and one weekly service)	No	4	**R**	**R**
4.7	Multiple point wash handstands (including delivery and collection charges, and one weekly service)	No	2	**R**	**R**
4.8	Additional service charge per urinal unit / hand wash basin unit	No	10	**R**	**R**
	SUB-TOTAL CARRIED FORWARD TO PRICE SUMMARY			**R**	**R**

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

E. OVERBERG DISTRICT MUNICIPALITY PRICING SCHEDULE					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Submitted Price / Offer**
5.1	Hire of single self-contained prefabricated plastic toilet unit including a foot flush mechanism, toilet roll holder and basin per week (including delivery and collection charges, and one weekly service)	No	50	**R**	**R**
5.2	Hire of disabled single self-contained prefabricated plastic toilet unit including a flush mechanism, toilet roll holder, grab rails and a hand wash basin per week (including delivery and collection charges, and one weekly service)	No	15	**R**	**R**
5.3	Additional service per toilet	No	25	**R**	**R**
5.4	Hire of Standalone urinal units per week (including delivery and collection charges, and one weekly service)	No	15	**R**	**R**
5.5	Hire of Multiple urinal units per week (including delivery and collection charges, and one weekly service)	No	15	**R**	**R**
5.6	Freestanding hand wash, foot pump operated (including delivery and collection charges, and one weekly service)	No	4	**R**	**R**
5.7	Multiple point wash handstands (including delivery and collection charges, and one weekly service)	No	2	**R**	**R**
5.8	Additional service charge per urinal unit / hand wash basin unit	No	5	**R**	**R**
	SUB-TOTAL CARRIED FORWARD TO PRICE SUMMARY			**R**	**R**

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

F. WEST COAST DISTRICT MUNICIPALITY PRICING SCHEDULE					
Item	**Description**	**Unit**	**Qty**	**Rate**	**Submitted Offer**
6.1	Hire of single self-contained prefabricated plastic toilet unit including a foot flush mechanism, toilet roll holder and basin per week (including delivery and collection charges, and one weekly service)	No	50	**R**	**R**
6.2	Hire of disabled single self-contained prefabricated plastic toilet unit including a flush mechanism, toilet roll holder, grab rails and a hand wash basin per week (including delivery and collection charges, and one weekly service)	No	15	**R**	**R**
6.3	Additional service per toilet	No	25	**R**	**R**
6.4	Hire of Standalone urinal units per week (including delivery and collection charges, and one weekly service)	No	15	**R**	**R**
6.5	Hire of Multiple urinal units per week (including delivery and collection charges, and one weekly service)	No	15	**R**	**R**
6.6	Freestanding hand wash, foot pump operated (including delivery and collection charges, and one weekly service)	No	4	**R**	**R**
6.7	Multiple point wash handstands (including delivery and collection charges, and one weekly service)	No	2	**R**	**R**
6.8	Additional service charge per urinal unit / hand wash basin unit	No	5	**R**	**R**
	SUB-TOTAL CARRIED FORWARD TO PRICE SUMMARY			**R**	**R**

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

PRICE SUMMARY			
1.	**CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY**		
2.	**CAPE WINELANDS DISTRICT MUNICIPALITY**		
3.	**CENTRAL KAROO DISTRICT MUNICIPALITY**		
4.	**EDEN DISTRICT MUNICIPALITY**		
5.	**OVERBERG DISTRICT MUNICIPALITY**		
6	**WEST COAST DISTRICT MUNICIPALITY**		
	TOTAL (EXCL VAT)		
	VAT (15%)		
	TOTAL (INCL VAT)		

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

PRICING SCHEDULE – FIRM

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED.

NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

NAME OF BIDDER: ..... BID NO.: **WCGHIC0006/2026**

OFFER TO BE VALID FOR .... One Twenty (120) ..... DAYS FROM THE CLOSING DATE OF BID.

NB: USE ONLY BLACK INK TO FILL IN THIS FORM
(IMPORTANT: This form must be completed in full. *Delete which is not applicable.)

Item	FROM	AREA A TO F	TOTAL BID PRICE OF AREA
1.	Page 32	CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY AREA - A	R..... (VAT INCL)
2.	Page 33	CAPE WINELANDS DISTRICT MUNICIPALITY AREA - B	R..... (VAT INCL)
3.	Page 34	CENTRAL KAROO DISTRICT MUNICIPALITY AREA - C	R..... (VAT INCL)
4.	Page 35	EDEN DISTRICT MUNICIPALITY AREA - D	R..... (VAT INCL)
5.	Page 36	OVERBERG DISTRICT MUNICIPALITY AREA -E	R..... (VAT INCL)
6.	Page 37	WEST COAST DISTRICT MUNICIPALITY AREA - F	R..... (VAT INCL)
TOTAL BID PRICE (INCL VAT)CARRIED FROM PRICE SCHEDULE SUMMARY (ITEMS A TO F)			R.....

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

A. Period required for commencement of service after acceptance of bid .....

B. Are the offers quoted firm for the full period of the contract? .....

C. If the offers are not firm for the full period, please indicate reasons .....

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00
9 DECEMBER 2026

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

IMPORTANT: THE QUESTIONNAIRE HEREUNDER MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION. SHOULD THE SPACE BE INSUFFICIENT PLEASE RESPOND ON SEPARATE PAGES.

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

B. If not to specification, please indicate deviation(s). If the space provided is insufficient, please provide full details on a separate sheet against each question. _____

C. Are you registered in terms of sections 23 (1) or 23 (3) of the Value Added Tax Act, 1991 (Act no 89 of 1991)? Please circle your option. YES / NO

D. If so, state VAT registration number. _____

E. Details of normal business operations. _____

_____

F. Details of previous experience and contracts for this type of services provided to the State. _____

_____

G. Details of current contracts for this type of services. _____

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00
9 DECEMBER 2026

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

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

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

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

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

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

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

6. **Definitions**

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

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

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

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

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

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

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

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

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

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
8 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

"CSD" means the Central Supplier Database maintained by National Treasury;

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

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

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

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

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

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

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

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

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

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state, unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
   (a) Therefore, by 31 January 2017, all employees who were conducting business with an organ of state should either have -
      (i) resigned as an employee of the government institution, or
      (ii) ceased conducting business with an organ of state, or
      (iii) resigned as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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

9. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

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

11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to –
   (a) disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and/or committed fraud, or any other improper conduct in relation to such system,
   (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious -

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

SECTION A: DETAILS OF THE ENTITY	
CSD Registration number	**MAAA**_____
Name of the entity	
Entity registration number (where applicable)	
Entity type	
Tax reference number	

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

TABLE A

FULL NAME	DESIGNATION Where a director is a shareholder, both should be confirmed	IDENTITY NO	PERSONAL TAX REF NO	% INTEREST IN ENTITY

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

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

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

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? ***(If yes, refer to Public Service Circular EIM1/2016 to exercise the listed action.)***	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? ***(If yes, complete Table B and attach their approved "RWOEE")***	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? ***(If yes complete Table B)***	NO	YES

TABLE B

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

FULL NAME OF EMPLOYEE	**IDENTITY NO**	**DEPARTMENT/ EMPLOYMENT ENTITY**	**RELATIONSHIP TO BIDDER/DESIGNATION**	**INSTITUTION EMPLOYEE NO/PERSAL NO** Indicate if unknown

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

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

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

SECTION C: PERFORMANCE MANAGEMENT & BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last 12 months? ***(If yes, complete Table C)***	NO	YES

TABLE C

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

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

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

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

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

SECTION D: DEPOSITION OF AFFIDAVIT BY DULY AUTHORISED REPRESENTATIVE

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

I, _____hereby swear/affirm

(i) that the information disclosed above is true and accurate,

(ii) that I understand the content of the document,

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

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

(v) that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract,

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

_____

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

1.1 Do you know and understand the contents of the declaration?
ANSWER: _____

1.2 Do you have any objection to taking the prescribed oath?
ANSWER: _____

1.3 Do you consider the prescribed oath to be binding on your conscience?
ANSWER: _____

1.4 Do you want to make an affirmation?
ANSWER: _____

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

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

_____ _____

SIGNATURE FULL NAMES
Commissioner of Oaths

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

Date: _____ Place _____

Business Address: _____

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

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

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

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

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

1. DEFINITIONS

1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.

1.2 **"Affidavit"** is a type of verified statement or showing or contains a verification, made under oath on penalty of perjury, which serves as evidence of its veracity and is required for court proceedings.

1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

1.5 "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of the code of good practice for black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act.

1.6 **"Bid"** means a written offer on the official bid documents in the form determined by an organ of state, in response to an invitation to provide goods or services through price quotations, competitive bidding processes or any other method envisaged in legislation.

1.7 **"Bid for income-generationg contracts"** means a written offer in the form determined by an organ of state in response to an invitation to originate income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions.

1.8 "**Code of Good Practice"** means the generic codes or the sector codes as the case may be.

1.9 **"Consortium"** or **"joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

1.10 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.

1.11 **"EME"** is an Exempted Micro-Enterprise with an annual total revenue of R10 million or less.

1.12 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which is binding on the service-provider in terms of the law or regulation, and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

1.13 **"Non-firm prices"** means all prices other than "firm" prices.

1.14 **"Person"** includes a juristic person.

1.15 **"Price"** means an amount of money tendered for goods and services and includes all applicable taxes less all unconditional discounts.

1.16 **"Proof of B-BBEE status level contributor"** means –
(a) the B-BBEE status level certificate issued by an authorized body or person;
(b) a sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
(c) any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act.

1.17 **"QSE"** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million.

1.18 **"Rand value"** means the total estimated value of a contract in South African currency calculated at the time of bid invitation and includes all applicable taxes.

1.19 **"Sub-contract"** means that the primary service-provider is assigning, leasing, making out work to or employing another person to support the primary service-provider in the execution of part of a project in terms of the contract.

1.20 **"Tender"** is the act of bidding.

1.21 **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

1.22 "**the Regulations**" means the Preferential Procurement Regulations, 2022.

1.23 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013.

1.24 **Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

1.25 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference points systems are applicable to all bids:
- The **80/20 system** for requirements with a Rand value of **up to R50 000 000** (all applicable taxes included); and
- the **90/10 system** for requirements with a Rand value **above R50 000 000** (all applicable taxes included).

2.2 Preference points system for this bid:
The value of this bid is estimated **not exceed R50 000 000** (all applicable taxes included) and therefore the **80/20** preference points system will be applicable.

2.3 Preference points for this bid will be awarded for:
(a) Price; and
(b) B-BBEE status level of contribution.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

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

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

2.5 Failure on the part of a bidder to complete and sign this form and submit in the circumstances prescribed in the Codes of Good Practice along with the bid either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), **or** an affidavit confirming annual total revenue and level of black ownership, **or** an affidavit issued by the Companies Intellectual Property Commission will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

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

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

3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:
(a) points out of **80/90** for **price**; and
(b) 0 points out of **20/10** for **B-BBEE**.

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.

3.7 Should two or more bids be equal in all respects the award will be decided by the drawing of lots.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 **POINTS AWARDED FOR PRICE**

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

80/20 **90/10**

Where $Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ **OR** $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right) \qquad Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax= Price of highest acceptable bid

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

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

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

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

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

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

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

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

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

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

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

6.9 A bidder may not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends **sub-contracting more than 25% of the value of the contract** to any other enterprise that does not qualify for at least the points for which such a bidder qualifies, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

6.10 A bidder awarded a contract **may not sub-contract more than 25% of the value of the contract** to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

7. BID DECLARATION

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

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

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

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

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

9. SUB-CONTRACTING

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

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: ……..

10.2 VAT registration number: ……..

10.3 Company Registration number: ……..

10.4 Type of company/firm (Select applicable (option)

- ☐ Partnership/Joint venture consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public company
- ☐ Personal liability company
- ☐ (Pty) Ltd
- ☐ Non-profit company
- ☐ State-owned company

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

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

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

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

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
(ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
(iv) engages in a fronting practice.

(c) If a B-BBEE verification professional or any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,

(d) Any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.

(e) The purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or service-provider, its shareholders and directors, or only the shareholders and directors who acted fraudulently may be restricted from obtaining business from any organ of state for a period not exceeding 10 years.

(f) in addition to any other remedy it may have, the organ of state may -
(i) disqualify the bidder from the bid process;
(ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct;
(iii) cancel the contract and claim from the service-provider any damages it has suffered for having had to make less favourable arrangements due to such cancellation; and
(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S): ……

DATE: ……

ADDRESS: ……

WITNESSES:

1. ……..

2. ……..

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ……. 2) …….
SIGNED SIGNED

GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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

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

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

1. Definitions

1. The following terms will be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1. Definitions (continued)

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub-service-providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, cleaning, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions will apply.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser will not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier will not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person will be made in confidence and will extend only so far as may be necessary for purposes of such performance.

5.2 The supplier will not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC paragraph 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC paragraph 5.1 will remain the property of the purchaser and will be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier will permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7.Performance security

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

7.2 The proceeds of the performance security will be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security will be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and will be in one of the following forms:

(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.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or service-provider will be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections will be carried out, the purchaser will itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in paragraphs 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses will be defrayed by the purchaser.

8.5 Where the supplies or services referred to in paragraphs 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses will be defrayed by the supplier

8.6 Supplies and services which are referred to in paragraphs 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies will be held at the cost and risk of the supplier who will, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies will be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of paragraphs 8.4 to 8.7 will not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Paragraph 23 of GCC.

9. Packing

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service will not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election will not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract will be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Paragraph 25, a delay by the supplier in the performance of its delivery obligations will render the supplier liable to the imposition of penalties, pursuant to GCC Paragraph 22, unless an extension of time is agreed upon pursuant to GCC Paragraph 21.2 without the application of penalties.

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

22. Penalties

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Paragraph 21.2;

b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier will be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier will continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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

23. Termination for default (continued)

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27. Settlement of disputes (continued)

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings will be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties will continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser will pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Paragraph 6;

(a) the supplier will not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion will not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, will not exceed the total contract price, provided that this limitation will not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid will be posted to the supplier concerned by registered or certified mail and any other notice to him will be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting will be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, will be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier will be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier will be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

No contract will be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED @ 11:00
9 DECEMBER 2026
1) ..... 2) .....
SIGNED SIGNED

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a Service-provider(s) was / were involved in collusive bidding (or bid rigging).

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

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

WESTERN CAPE GOVERNMENT HEALTH & WELLNESS
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)

BID OPENED @ 11:00

9 DECEMBER 2026

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