



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

BID NUMBER: **WCGHSC0401/2024**

CLOSING DATE: **FRIDAY, 19 APRIL 2024**

CLOSING TIME: **11:00**

**FOR THE PROVISION OF COMPREHENSIVE CLEANING SERVICES AT VREDENBURG HOSPITAL UNDER THE CONTROL OF WESTERN CAPE GOVERNMENT HEALTH & WELLNESS FOR A 3-YEAR PERIOD**

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

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

Bid documents must be deposited in the **bid box marked DEPARTMENT OF HEALTH Main entrance of Department of health and wellness, Supply Chain Management Offices (M9 Building) on the premises of Karl Bremer Hospital c/o Mike Pienaar Boulevard.** The bid box is generally open **24 hours a day, 7 days a week.** If you are uncertain about the location of the bid box, please call the responsible official, Mrs Shameez Halifax at (021) 834 9008 & Mr Johan Van Wyk (021) 834 9007 for assistance during office hours.

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

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

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

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

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

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

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

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

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

Please refer all technical/specification enquiries to **Ms Anja de Nobrega** at telephone no. (021) 709 7214 or email [johanna.denobrega@westerncape.gov.za](mailto:johanna.denobrega@westerncape.gov.za).

C Munnik

for **HEAD: HEALTH AND WELLNESS**

DATE: 19/03/2024

<b>WESTERN CAPE GOVERNMENT HEALTH GOODS &amp; SERVICES SOURCING</b>	
BID OPENED @ 11:00	
<b>19 April 2024</b>	
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:	WCGHSC0401/2024	CLOSING DATE:	19 APRIL 2024	CLOSING TIME:	11H00
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DESCRIPTION	RENDERING OF CLEANING SERVICE AT VREDENBURG HOSPITAL FOR A THREE (3) YEAR PERIOD.
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#### BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**MAIN ENTRANCE OF SUPPLY CHAIN MANAGEMENT OFFICES (M9 BUILDING ) ON PREMISES OF KARL BREMER HOSPITAL,**

**C/O MIKE PIENAAR BOULEVARD AND FRANS CONRADIE AVENUE, BELLVILLE.**

**OPEN MONDAYS TO FRIDAYS FROM 6H30 AM TO 5H00 PM (EXCLUDING PUBLIC HOLIDAYS)**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Shameez Halifax	CONTACT PERSON	Anja de Nobrega
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TELEPHONE NUMBER	(021) 834 9008	TELEPHONE NUMBER	(022) 709 7214
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FACSIMILE NUMBER		FACSIMILE NUMBER	
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E-MAIL ADDRESS	<a href="mailto:Shameez.Halifax@westerncape.gov.za">Shameez.Halifax@westerncape.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Johanna.denobrega@westerncape.gov.za">Johanna.denobrega@westerncape.gov.za</a>
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#### SUPPLIER INFORMATION

NAME OF BIDDER			
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POSTAL ADDRESS			
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STREET ADDRESS			
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TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER				
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FACSIMILE NUMBER	CODE		NUMBER	
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E-MAIL ADDRESS				
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VAT REGISTRATION NUMBER				
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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>AND</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]
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	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
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IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX]		
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	<input type="checkbox"/> Yes <input type="checkbox"/> No		
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

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

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

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

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

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB07).**

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

# Important Notice

Please note that the bid will be awarded to one (1) service provider for all the sites in the Saldanha Bay Sub District.

**A Compulsory Site Inspection & Information session will be held in respect of this bid invitation. The details are as follows: No late comers will be accommodated.**

## **Compulsory Site meeting Protocol**

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

**PLEASE BE AT THE VENUE BEFORE 11:00 BECAUSE NO LATE BIDDERS WILL BE ALLOWED IN THE VENUE AFTER 11:00**

**BIDDERS THAT DO NOT ATTEND THIS SESSION WILL NOT BE CONSIDERED.**

**PLEASE BRING ALONG YOUR BID DOCUMENT.**

**NO BID DOCUMENTS WILL BE ISSUED AT THE MEETING.**

Date: ~~THURSDAY~~ **FRIDAY**, 05<sup>TH</sup> APRIL 2024

**Time: 11:00**

**Venue & room no.: Meeting room 2, admin building, Room number LG.24.**

**Please refer all technical/specification enquiries to Ms Anja de Nobrega. See page 1 of the bid document**

<b>WESTERN CAPE GOVERNMENT: HEALTH</b> DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
<b>19 APRIL 2024</b>	
1)..... SIGNED	2)..... SIGNED

**PRICING SCHEDULE (SERVICE)**

**RENDERING OF A CLEANING SERVICE AT VREDENBURG HOSPITAL FOR DEPARTMENT OF HEALTH & WELLNESS, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD**

NAME OF BIDDER/COMPANY NAME: .....	BID NUMBER: <b>WCGHSC0401/2024</b>
CLOSING TIME : <b>11:00 ON FRIDAY, 19 APRIL 2024</b> OFFERS SHALL BE VALID FOR <b>120 DAYS</b> FROM THE CLOSING DATE OF BID	

ITEM	DESCRIPTION OF PRODUCT	BID PRICE IN SA CURRENCY INCL VAT		
		1 <sup>st</sup> year	2 <sup>nd</sup> year	3 <sup>rd</sup> year
1	<b>Rendering of a cleaning service at the following facility:</b>			
1.1	Vredenburg Hospital (per month)	R..... (per month)	R..... (per month)	R..... (per month)
1.2	Vredenburg Hospital (per year)	R..... (per year)	R..... (per year)	R..... (per year)
1.3	Total all-inclusive cost for three (3) years: R ..... (included VAT)			
	<b>* Kindly also submit a detailed breakdown of your pricing. PLEASE REFER TO PAGE 40 PARAGRAPH 5.1</b>			

1. <b><u>Ad hoc: Langebaan Clinic</u></b> Cleaning and/or moving of items between areas; and/or deep cleaning; and/or relief duties. Please indicate hourly rate per person (Only labour).	07H30-16H30	Monday – Friday (excl. Public holidays)	1	CLEANER	R..... (per hour)
2. <b><u>Ad hoc: Saldanha Bay Town Clinic</u></b> Cleaning and/or moving of items between areas; and/or deep cleaning; and/or relief duties. Please indicate hourly rate per person (Only labour).	07H30-16H30	Monday – Friday (excl. Public holidays)	1	CLEANER	R..... (per hour)
3. <b><u>Ad hoc: Diazville Clinic (Saldanha Bay)</u></b> Cleaning and/or moving of items between areas; and/or deep cleaning; and/or relief duties.	07H30-16H30	Monday – Friday (excl. Public holidays)	1	CLEANER	R..... (per hour)

<p>Please indicate hourly rate per person (Only labour).</p>					
<p>4. <b><u>Ad hoc: Lalie Cleophas Clinic – (Hopefield)</u></b>  Cleaning and/or moving of items between areas; and/or deep cleaning; and/or relief duties.  Please indicate hourly rate per person (Only labour).</p>	07H30-16H30	Monday – Friday (excl. Public holidays)	1	CLEANER	R..... (per hour)
<p>5. <b><u>Ad hoc: Vredenburg Town Clinic</u></b>  Cleaning and/or moving of items between areas; and/or deep cleaning; and/or relief duties.  Please indicate hourly rate per person (Only labour).</p>	07H30-16H30	Monday – Friday (excl. Public holidays)	1	CLEANER	R..... (per hour)
<p>6. <b><u>Ad hoc: Louwville Clinic- (Vredenburg)</u></b>  Cleaning and/or moving of items between areas; and/or deep cleaning; and/or relief duties.  Please indicate hourly rate per person (Only labour).</p>	07H30-16H30	Monday – Friday (excl. Public holidays)	1	CLEANER	R..... (per hour)
<p>7. <b><u>Ad hoc: Hanna Coetzee Clinic (Vredenburg)</u></b>  Cleaning and/or moving of items between areas; and/or deep cleaning; and/or relief duties.  Please indicate hourly rate per person (Only labour).</p>	07H30-16H30	Monday – Friday (excl. Public holidays)	1	CLEANER	R..... (per hour)
<p>8. <b><u>Ad hoc: Laingville Clinic – (St Helena Bay)</u></b>  Cleaning and/or moving of items between areas; and/or deep cleaning; and/or relief duties.  Please indicate hourly rate per person (Only labour).</p>	07H30-16H30	Monday – Friday (excl. Public holidays)	1	CLEANER	R..... (per hour)

<p>9. <b><u>Ad hoc: Paternoster Satellite Clinic</u></b>  Cleaning and/or moving of items between areas; and/or deep cleaning; and/or relief duties.  Please indicate hourly rate per person (Only labour).</p>	07H30-16H30	Monday – Friday (excl. Public holidays)	1	CLEANER	R..... (per hour)
<p>10. <b><u>Steenberg's Cove Clinic</u></b>  Cleaning and/or moving of items between areas; and/or deep cleaning; and/or relief duties.</p>	07H30-16H30	Tuesdays, Thursdays and Fridays(excl. Public holidays)	1	CLEANER	R..... (per month)
<p>11. <b><u>Emergency Medical Services Building</u></b>  Cleaning and/or moving of items between areas; and/or deep cleaning; and/or relief duties.</p>	2 hours per day	Week days, excluding public holidays	1	CLEANER	R..... (per hour)

**ADHOC SERVICES: A Cleaner must be available on request by the Department as needed during the duration of the contract. Such need will be communicated beforehand, as service is needed.**

**PRICING SCHEDULE (SERVICE)**

**RENDERING OF A CLEANING SERVICE AT VREDENBURG HOSPITAL FOR DEPARTMENT OF HEALTH & WELLNESS, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.**

NAME OF BIDDER/COMPANY NAME: .....	BID NUMBER: <b>WCGHSC0401/2024</b>
CLOSING TIME : <b>11:00 ON FRIDAY, 19 APRIL 2024</b> OFFERS SHALL BE VALID FOR <b>120 DAYS</b> FROM THE CLOSING DATE OF BID	

<b><u>COST BREAKDOWN OF MONTHLY FEES for:</u></b>	<b>1<sup>st</sup> YEAR MONTHLY RATE</b>	<b>2<sup>nd</sup> YEAR MONTHLY RATE</b>	<b>3<sup>rd</sup> YEAR MONTHLY RATE</b>
Total basic salary <b>per cleaner per hour (normal hours):</b>	R.....	R.....	R.....
Total basic salary <b>per supervisor per hour (normal hours):</b>	R.....	R.....	R.....
Total basic salary <b>per cleaner per hour (Public holidays):</b>	R.....	R.....	R.....
Total basic salary <b>per supervisor per hour (Public holiday):</b>	R.....	R.....	R.....
Total UIF costs:	R.....	R.....	R.....
Total COID costs:	R.....	R.....	R.....
Total Transport costs:	R.....	R.....	R.....
Total Training SDL costs:	R.....	R.....	R.....
Total Overheads costs (including profit):	R.....	R.....	R.....



**PRICING SCHEDULE (SERVICE)**

**RENDERING OF A CLEANING SERVICE AT VREDENBURG HOSPITAL FOR DEPARTMENT OF HEALTH & WELLNESS,  
WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.**

NAME OF BIDDER/COMPANY NAME: .....	BID NUMBER: <b>WCGHSC0401/2024</b>
CLOSING TIME : <b>11:00 ON FRIDAY, 19 APRIL 2024</b> OFFERS SHALL BE VALID FOR <b>120 DAYS</b> FROM THE CLOSING DATE OF BID	

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

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

Mrs Shameez Halifax  
Telephone: 021 834 9008  
Email : [Shameez.Halifax@westerncape.gov.za](mailto:Shameez.Halifax@westerncape.gov.za)

Mr Johan Van Wyk  
Telephone: 021 834 9007

Email : [johannes.vanwyk2@westerncape.gov.za](mailto:johannes.vanwyk2@westerncape.gov.za)

<b>WESTERN CAPE GOVERNMENT: HEALTH</b> DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
<b>19 April 2024</b>	
1)..... SIGNED	2)..... SIGNED

## Definition of pricing structures

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

1. Firm prices

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

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

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

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

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

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

<b>WESTERN CAPE GOVERNMENT: HEALTH</b> DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
<b>19 APRIL 2024</b>	
1)..... SIGNED	2)..... SIGNED

THE WESTERN CAPE GOVERNMENT  
DEPARTMENT OF HEALTH & WELLNESS

**SPECIFICATION BID NUMBER WCGHSC0401/2024**  
**RENDERING OF A CLEANING SERVICE AT VREDENBURG HOSPITAL, FOR DEPARTMENT OF HEALTH & WELLNESS, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD**  
**SHOULD THE SERVICE OFFERED DEVIATE FROM ANY SPECIFIED REQUIREMENTS, FULL DETAILS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.**

WESTERN CAPE GOVERNMENT: HEALTH  
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)  
BID OPENED 11:00

19 APRIL 2024

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

**VREDENBURG HOSPITAL**

**EVALUATION CRITERIA**

**1. ADJUDICATING PROCESS**

- 1.1 This bid will be adjudicated in terms of the Preferential Procurement System in accordance with the Preferential Procurement Regulations, 2022.
- 1.2 Only bids that are compliant to the requirements and specifications will be adjudicated.

**2. EVALUATION CRITERIA**

Bids will be deemed to be acceptable if:

**2.1 COMPLIANT WITH CONDITIONS AND LEGITIMACY TEST**

Which includes inter alia;

**2.1.1 South African Revenue Service Tax Clearance**

Only bidders who are registered with SARS and their tax affairs are in order will be considered for acceptance.

**2.2 COMPLIANT WITH THE SPECIFICATION**

Which includes inter alia;

**2.2.1 Statutory and other Requirements**

- 2.2.1.1 Only bidders who comply with Part 3: Statutory and other Requirements will be considered for acceptance.
- 2.2.1.2 Failure to submit applicable documentary evidence on the closing date of the bid shall lead to the exclusion of the offer submitted.
- 2.2.1.3 Bidders are requested to submit the following relevant documents with their bid application:

- 2.2.1.3.1 Joint Ventures:  
• Partnership Agreement
- 2.2.1.3.2 Registration for Compensation for Occupational Injuries and Diseases Act 130 of 1993

**BIDDER RESPONSE**

- Letter of good standing with the commissioner for COID

2.2.1.3.3 Registration for Unemployment Insurance Fund Registration

- Letter of good standing with the commissioner for UIF

2.2.1.3.4 Membership with a cleaning contract association

- Membership Certificate

**3. COMPLIANT WITH LATENT AND OTHER FACTORS WHICH MAY AFFECT THE AWARD OF THE BID**

Which includes inter alia;

3.1 **Capacity of the bidder**

Only bidders whose organisation and infrastructure is deemed by the Department to be adequate to provide the foreseeable and specific requirements of the contract in accordance with Part 4: Questionnaire: Organisational, Financial and Infrastructure Capacity of Bidder together with physical validation will be considered for acceptance.

3.2 **Sectoral Determination for Cleaning Services Trade**

3.2.1 It is expected that the successful bidder shall pay his/her employees at least a minimum monthly basic wage, prescribed for the Area concerned in the Basic Conditions of Employment Act, No 75 of 1997: Contract Cleaning Sector as published in the Government Gazette.

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

DATE: .....

ADDRESS: .....

## SECTION A

### 1. DEFINITIONS

#### 1.1 Contractor/Successful Bidder/Cleaning Service Provider/Cleaning Business

The organisation or individual providing contracted cleaning services.

#### 1.2 User/Department

The authority in retaining a contractor to carry out cleaning services, in accordance with an agreed contract for Environmental Hygiene Services at the Hospital and Relevant Facility.

#### 1.3 Contract and Conditions

##### 1.3.1 Contract

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

##### 1.3.2 Conditions

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

#### 1.4 Bid

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

##### 1.4.1 Bidder/Contractor/Service Provider/Supplier

The organisation or individual completing and submitting the bid.

#### 1.5 Site Instructions (generic and specific)

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

#### 1.6 Manager / Operational Supervisors / Controller

1.16.1 **Manager:** A person delegated by the contractor with authority to manage all activities and personnel on site.

1.16.2 **Operational Supervisor/Controller:** A person designated by the contractor to manage and control day to day operational activities of personnel on site, and to report any variations of the staff on duty to the Facility Manager.

#### 1.7 Co-ordinator/Hospital Representative

The representative of the User/Department. Usually Facility Manager.

#### 1.8 Check call

Routine written communication to verify the location and status of cleaners on duty and to report any deviations from contract conditions. This is a daily requirement.

#### 1.9 Cleaner

A person employed by a contractor (cleaning service provider) to carry out cleaning, distribution and preparation and other related functions of General Cleaning duties and of Food services- and Household aid duties.

1.10 **Cleaning**

Is the process of removing unwanted substances, such as dirt, infectious agents, and other impurities, from an object or environment, by method of washing, scrubbing, sealing, sanitizing, disinfecting and polishing with the appropriate cleaning agent. This according to policies and principles of Department of Health and Wellness.

1.11 **Specification**

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

1.12 **Post/Service/Point of Duty**

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

1.13 **Status Quo**

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

1.14 **General Conditions of Contract**

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

1.15 **Shall/Must**

Indicates that a statement is mandatory.

1.16 **Should**

Indicates recommendations.

1.17 **Interpretations**

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

1.17.1 Any gender includes the other.

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

1.18 **Sealer Dressing**

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

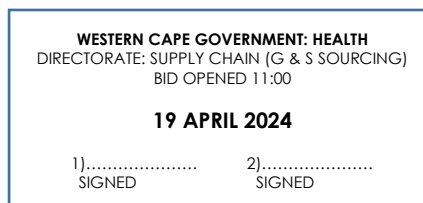
Any sealer or floor care product used in maintenance of vinyl floors must meet the specifications of the flooring supplier, in this case, similar or equal to Floorworx or Wetrok cleaning products.

1.19 **Polish**

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

1.20 **Stripper**

Detergents that will chemically unlock the bonding molecules in dumpings and polishes; and allow them to be removed from the floor. **Product to be provided shall be non-ammonia based.**



1.20.1 Cleaning methods and agents must comply with different floor surfaces' guarantee requirements as set out by Hospital Management.

1.21 **Mandatory**

Refers to a legal requirement.

1.22 **Infection Prevention and Control (IPC)**

Based on the National Department of Health's annual guidelines for IPC. This forms the baseline for requirements of hospital and facility cleaning, which should at all times be done according to the specifications laid out in the guidelines.



## 2. ADDITIONAL CONDITIONS OF CONTRACT

**Bidders are to indicate in the column provided that they have read and understood the specific conditions.**

### 2.1 Liability

2.1.1 The contractor shall at all times be responsible for the acts and omissions, e.g. death, injury, assault, unlawful unrest, etc. of his employees when they provide any services to the Provincial Government in terms of the bid and act within the course and scope of these duties and employment for the duration of the contract.

2.1.2 The contractor indemnifies and holds the Provincial Government blameless against the damage to property and loss of property of the Provincial Government and any third party that may be involved.

### 2.1.3 Important

2.1.3.1 The successful bidder **must** obtain Public Liability Insurance at his own cost commensurate with the risks to which he is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or his staff may be responsible. It is a **condition of this bid** that the bidder **must** submit proof of its Public Liability Insurance with bid document at submission of bid closing. Any non-compliance with this condition will render the contract **award null and void.**

2.1.3.2 Proof of validity of the public liability insurance cover to be submitted on a monthly basis to the Supply Chain Management Section before payment can be generated.

2.1.3.3 It is mandatory that all contract cleaners be vaccinated against Hepatitis B. Proof (including confirmation that the required follow-up vaccinations have been given) must be provided within 3 months of commencement of employment on this contract. Cost incurred will not be for the Department of Health's account.

### 2.2 Advertising and Trading

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

### 2.3 Sub-contracting or Employment of Staff from Other Parties

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

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

### 2.4 Changes to Bidders' Operational Status

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

### BIDDER RESPONSE



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

2.5 **Service Level Agreement**

This Bid will be deemed as the service level agreement with the successful bidder.

2.6 **Contract period**

The contract period is for three years (36 months).

2.7 **Permanent Reduction or Increase In Scope Of Service**

2.7.1 The user reserves the right to permanently decrease the number of cleaners by giving the Service Provider 1 month (30 days) written notice of its intention to do so.

2.7.2 The reduced price shall be negotiated with the Service Provider and shall be calculated on a proportional basis.

2.7.3 Similarly, the user reserves the right to permanently increase the number of cleaners.


2.7.4 The increased price shall be negotiated with the Service Provider and shall be calculated on a proportional basis.

2.8 **Penalties and Pro Rata Deductions**

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

2.8.2 The Service Provider will be penalized and pro rata deductions will be made for not adhering to Bid specifications.

2.8.3 **Miscellaneous penalties:**

2.8.3.1	Late postings per person (hour after scheduled time)	<b>R100.00 per person</b>
2.8.3.2	Postings more than 2 hours after scheduled time	<b>R200.00 per person</b>
2.8.3.3	Failure to post a per person per day	<b>R500.00 per person</b>
2.8.3.4	Persons smoking in non-smoking areas or smoking outside their lunch break	<b>R200 per person per occurrence</b>
2.8.3.5	Asleep on duty 	<b>R500.00 per occurrence, to be removed from site should a second similar offence occur</b>
2.8.3.6	Failure to wear and display identity cards	<b>R 500.00 per occurrence</b>
2.8.3.7	Failure to adhere to dress code	<b>R500.00 per occurrence</b>
2.8.3.8	Absent from point of duty without permission or unauthorized visiting a department that is not their working area	<b>R200.00 per occurrence</b>

2.8.3.9	Posting of untrained staff	<b>R500.00 per occurrence</b>
2.8.3.10	Failure to provide adequate working equipment on site as prescribed on pg. 39 and 40, paragraph titled "EQUIPMENT AVAILABILITY"	<b>R1 000.00 per occurrence.</b>
2.8.3.11	Using of Hospital office equipment and consumables	<b>R200.00 per occurrence.</b>
2.8.3.12	Unattended janitorial trolleys, (if it is not a lockable trolley)	<b>R500.00 per occurrence</b>
2.8.3.13	Work out of scope of practice	<b>R200.00 per occurrence</b>
2.8.3.14	Failure to adhere to IPC regulations	<b>R1 000.00 per occurrence to be removed from site should a second similar offence occur</b>

## 2.9 **Occupational Health & Safety Act**

2.9.1 The Service Provider shall accept liability in terms of Section 37 of the Occupational Health and Safety Act (No. 85 of 1993) and all regulations or amendments pertaining to the Act as per government notice and enforcement.

## 2.10 **Protection of Service Provider's Staff**

2.10.1 The Department shall not be held liable for any illness or infection contracted by the Service Provider or his staff arising from their duties, the onus being on the Service Provider to supply the required protective clothing and equipment.

2.10.2 The Service Provider shall ensure on a continuous basis that all staff members are inoculated against Hepatitis B. In this matter, the Service Provider shall maintain on-site a file with certificates of inoculation for inspection by the Hospital Management. **Read in conjunction with 2.1.3.3.**

2.10.3 Medical surveillance in accordance with the OHSWA guidelines and regulations of all the contractor's staff members remains the responsibility of the contractor. Provider shall maintain onsite a file with evidence of medical surveillance for inspection by the Hospital Management.

## 2.11 **Loss, Damage and Safekeeping of User's Property**

2.11.1 The Service Provider is to exercise every precaution to ensure that all equipment and property owned by the user and entrusted to their care is secure and the possibility of loss, unauthorized use and damage is minimised.

2.11.2 Excepting fair wear and tear, the Service Provider shall be responsible for any loss or damage to user's equipment and property in his possession at all times. The Service Provider undertakes to replace such items in the event that equipment or property in his possession is damaged, destroyed, lost or stolen, notwithstanding the cause of the damage, destruction or loss.

2.11.3 The user, in consultation with the Service Provider, shall determine the replacement cost of their equipment and property lost, stolen or damaged

whilst in the care of the Service Provider, and withhold such costs from any payment due to the Service Provider.

- 2.11.4 Similarly the loss of any of the user's property due to the negligence of the Service Provider will be recovered from any payments due to the Service Provider.
- 2.11.5 Any wilful or negligent damage to the user's buildings, fittings or equipment will be for the Service Provider's own responsibility and account to make good.
- 2.11.6 No changes/alterations/additions to the buildings or infrastructure are allowed without prior written authority from the Department of Health and Wellness' engineering component.

## 2.12 **Particulars of cleaners To Be Deployed at The Site**

- 2.12.1 The Service Provider must provide, for the User's approval, full particulars of the cleaners to be deployed **one (1) week prior** to the commencement of the service, a separate list must be completed for each posting.
- 2.12.2 The Service Provider, at his own cost, must make all staff members that are to be deployed at the site available for onsite training before commencement of the service period. The training should last for approximately three days.
- 2.12.3 The Service Provider, at his own cost, shall ensure that the staff provided shall be cleared by the South African Police Service to indicate that they have no criminal record. **A certified copy of the SAPS clearance certificate to be submitted by the successful bidder one week before the commencement of the contract, and also before employment of any additional staff member on this contract.**

## 2.13 **General Standards for Site Administration and Cleaners**

### 2.13.1 **Profile of cleaners to be provided:**

- Must be a South African Citizen. (Official South-African ID)
- Must be able to work independently and in a group depending on the duties to be performed.
- Must be able to speak, read and write in at least two of the three official languages of the Western Cape.
- Must be physically fit and in good health to perform duties.
- Must have 6 months' previous experience within a cleaning/health or hospital environment.
- CV's of all cleaners posted for the services must be provided to user.

### 2.13.2 **Service Aids for Every Cleaner supplied in adequate quantities by Service Provider:**

- A clear durable and cleanable identification card of the Service Provider with the member's photo, full name, worn conspicuously on his/her person at all times.
- Uniforms – maintained in good repair and creating a professional image.
- Appropriate Personal Protective Equipment (PPE)
- Equipment: All equipment must be industrial type in accordance with HACCP prescripts and in good working order. (Refer to pages 39 and 40).
- Consumables: Cleaning materials to be provided by contractor including spill kit and colour coded refuse bags to be used as per IPC specifications.
- Toilet paper, hand towels and soap for soap dispensers will be provided by the user.

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- Adequate signage, wet floors, etc. to be provided by service provider.

**2.13.3 On-Site Administration:**

- All on-site administration shall be done in accordance with the site instructions as communicated to the Service Provider in writing from time to time by the User as operationally required.
- Although details may differ, the following aspects shall be dealt with: -
  - The code of conduct of the cleaners.
  - Standards of performance of cleaners and deviations from standards.
  - Uniform and dress standards.
  - Duty lists and sheets
  - Cleaning schedule and lists compliant with IPC and user requirements.
  - Lost and found property administration.
  - Removal of cleaners from site.
  - Reporting of incidents to Quality Assurance Coordinator as per the requirements of the user.
  - All time-keeping records and measures.
- Equipment to be used includes the availability of office equipment (Fax, copier, scanner, printer, computer) on site and email access supplied by the service provider.
- Adequate consumables and stationery to be used must be on site and provided by contractor. Should the contractor make use of the user's consumables, a penalty shall be lodged against the contractor.
- Controlling of services and attendance. Service provider must install a Biometric fingerprint system on the day of commencement of contract with reporting, on-duty schedules, hours worked report function for the Service Providers own cost. Monthly reports to be given to management prior to payment approval.
- Redeployment of scheduled cleaners due to staff absenteeism not allowed between service points. All contracted staff members are to remain at their points of duty for the duration of their shifts and may not leave these points of duty without a clear directive and permission from the person in charge of the unit. Upon entering another department, all cleaners are to report to the person in charge of the unit, stating the purpose of their presence.
- User will provide a shared restroom/change room/toilet area for cleaning staff. A dedicated office and storeroom will also be provided by the user. These will be on the premises of Vredenburg Hospital.
- Cleaning procedures will be done according to the norms and standards as set out in the IPC Policy, National Core Standards as set out by the Office of Health Standards Compliance, Ideal Facility, Ideal Clinics and HACCP or any other standards, policies or regulations that will be implemented by the user or legislature during the duration of this service.
- An orientation and induction program must be completed by every new cleaner, evidence to be provided to the user.
- Confidentiality agreements must be signed before commencing of work by each cleaner. Evidence of this is to be provided to the user on request. Failure to maintain patient confidentiality will be seen as a gross contravention of this agreement and will have legal consequences.

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**2.13.4 Conduct of Cleaning Staff:**

- The user expects the highest possible standard of conduct from the cleaning staff. While on the user's premises, staff shall comply with Hospital policy and procedures and all safety and security directives. The Contractor shall ensure that their staff members carry out their duties and behave in as quietly and orderly a manner as may be reasonably practicable while on the user's premises; that they shall have regard for the nature of the duties they perform and that no

unreasonable or unnecessary disruption will be caused to the routine and procedures of the user's staff and operations.

- The user's Facility Manager shall have the right to instruct the Contract Project Officer to remove from the user's premises, any of the Contractor's staff members who engage in horseplay, are disorderly or disruptive, under the influence of alcohol or other substances, divulge patient information, whose presence is undesirable or who transgress any Hospital and relevant Facility policy.
- No organised labour activity of contracted staff is allowed on User's premises.
- The Contractor's staff shall comply with the User's smoking policy.
- The Contractor's staff shall adhere to all generally applicable laws and by-laws.

#### 2.13.5 **Changes at Points of Duty:**

- The User has the right to require the Service Provider to re-deploy cleaners to the best advantage of operations, either permanently or temporarily.

#### 2.13.6 **Continuity of Service:**

- The Service Provider is to ensure that the specified numbers of cleaners are continuously deployed at each specified point of service during each shift. Lunch and tea breaks are to be managed as per clinical area principles, never leaving patient areas without a cleaner.

#### 2.13.7 **Duties:**

- The Service Provider is to provide, after consultation with the user's Authorised Representative, prior to the commencement of the service, detailed activities to be carried out for each post which is to form the basis of a site procedure manual at each post.
- The User may from time to time expect cleaners to be of assistance in performing duties other than cleaning duties on the condition that such duties **are not of a permanent nature and only expected in emergencies or under abnormal circumstances** – only applicable on related duties specified in this contract.
- The User shall not instruct cleaners to perform any task which may be detrimental to their safety or health, is beyond their strength or competence or which may have a negative effect on their status and dignity.

#### 2.13.8 **Particulars of Cleaners to be Deployed at the Site:**

- At the beginning of each month the Service Provider shall deliver to the User a comprehensive and detailed roster giving the details on a shift-by-shift basis of the names of the Cleaners to be deployed on the site. Details are to include off-days, relievers, names, surnames, and points of duty. Daily changes to the roster and reasons for these are to be communicated to the User immediately.

#### 2.13.9 **Posting of Cleaners and Inspection:**

- Should an untoward incident occur, the Service Provider shall immediately report the matter to the user's most senior staff member on duty and hand to the User a detailed written report not later than 24 hours of the incident occurring.

- Inspections and posting of cleaners on site must be done before every shift according to the duty roster.
- Manager works 8 hours (07:00 – 16:00) per day
- Operational Supervisors work 12-hour shifts (07:00 – 19:00 & 19:00 – 07:00)
- Food Service Operational Supervisors and Food Service Aids work 12-hour shifts (06H30 – 18H30) per day
- Cleaners and Household Aids work 12-hour shifts (07:00 – 19:00 & 19:00 – 07:00) per day per person.
- All the above times are subject to operational needs and may be amended from time to time.
- Inspection is expected to have been completed before assumption of duties on every shift. Cleaners should be operational from the exact time of duty commencement as documented.
- Provision should be made for cleaners allocated to theatre to be available at 06h30 in the mornings for damp dusting before commencement of lists.

#### 2.13.10 **Permanency:**

- The Service Provider shall provide a list of cleaners, including relievers, working **permanently for the period of the contract**, one week before commencement of contract.
- When, in **exceptional cases** (example: new construction areas to be added with expansion of contract, ad-hoc services etc.), it becomes necessary for new staff members to be trained, these staff members must perform 3 x 12-hour shifts (at the contractor's cost) for training before they will be allowed on duty for a normal shift.
- Proof of all permanent/ relief- staff training must be submitted to the Authorised Representative of the Institution, with commencement of the contract and as needed when staffing changes occur.

**No untrained personnel will be allowed to assume duty.**

#### 2.13.11 **Site Management/Supervision:**

- The Service Provider shall be responsible for the provision of all cleaners, equipment and consumables in terms of the agreement.
- The Service Provider shall be responsible for overall management and supervision of the cleaners provided in terms of the agreement. The service level shall be determined in consultation with the relevant unit manager as prescribed in this agreement. Responsible person to be appointed by the user.
- Where a cleaner performs a duty under the direct supervision of a Hospital Official the cleaner shall be expected to take instructions from the Hospital Official. Responsible person to be appointed by Hospital.

#### 2.14 **Hospital and Relevant Facility and Private Property**

- The Contractor and their employees shall immediately return to the user any item of Hospital or private property found in the course of their duties.
- The Contractor is to exercise every precaution to ensure that all the user's property entrusted to his care is secure and the possibility of loss, unauthorised use and damage is minimised.

#### 2.15 **Liaison**

- The Contractor shall appoint a Contract Project Officer who shall work in close co-operation with the Housekeeping Supervisor, Food services

Supervisor, Nursing Manager, Administration, Finance & Procurement and Support Manager to facilitate the flow of accounts, payments, information, solving of problems, etc. between the parties.

- The user shall likewise appoint a representative to communicate with the Contract Project Officer on an ongoing basis to monitor the standard and quality of the service provided and to attend to operational as well as technical problems in a positive manner.
- The Contract Project Officer shall liaise with the appointed representative on a weekly basis.

#### 2.16 **Monitoring**

- The Hospital Support Service Manager has the final prerogative to declare that all the services rendered by the Contractor conform to the specifications of the contract in terms of quality and process.
- **Duty Roster, Biometric control and electronic management reports (colour print-outs) shall be submitted to Hospital Support Services Manager on a monthly basis before any payment will be generated.**

#### 2.17 **Communication**

- The authorised representative shall communicate with the Contract Project Officer on an ongoing basis about routine issues and monitor the standard and quality of the service rendered.
- The authorised representative shall also address operational and technical problems that may arise in consultation with the Contract Project Officer.
- A Standing Liaison Forum with identified role players from the user and Contractor will be held on at least a quarterly basis.
- Monthly and other ad hoc meetings will be held with the Contractor and other stakeholders as determined by the authorised representative of the user

#### 2.18 **FACILITIES**

##### 2.18.1 **Staff Facilities**



- In terms of the Facilities Regulations promulgated in Notice R 924 it is a requirement that proper facilities are provided for workers in terms of safekeeping of possessions, toilets and changing rooms.
- The Contractor shall be responsible to comply with these regulations at their own cost.
- Space shall be made available for these purposes.

##### 2.18.2 **Change Rooms and Toilets**

- The Contractor shall provide his own safekeeping lockers for his own staff.
- The Contractor shall ensure that adequate notices are displayed informing all users that the safekeeping facilities (lockers) are used at their own risk.
- The Contractor is to provide all the necessary staffing, services and consumables at his own cost to keep the Change Room Complex in a clean and hygienic condition.
- The user shall be responsible for normal maintenance issues viz leaking taps, door and window locks, lighting, plumbing blockages, etc which are to be reported to the Hospital Support Services Manager following the user's process.

- Use of the Toilets is to be permitted for any person. No prior authorisation will be required.

### 2.18.3 Other Facilities

- It may be necessary for operational reasons to establish other similar facilities in other buildings for use by the Contractor.
- Where this occurs it will be formally documented together with the condition of use as an addendum to this Bid agreement, which then becomes the Service Level Agreement.

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### 2.19 Staffing

#### 2.19.1 Organisation

- Sufficient and appropriate numbers and levels of staff must be provided by the Contractor to render the specified on-site services satisfactorily and efficiently at all times.
- Full details shall be submitted of the numbers and categories of staff to be deployed per shift.

#### 2.19.2 Dress Code of Contractor Staff

- The Contractor shall ensure that their staff members are appropriately dressed and presentable at all times while on the user's premises.
- All of the Contractor's staff shall wear appropriate uniform and protective clothing, which must be clearly and prominently embossed with a company logo and be of a standard that is not inferior to that of the Hospital's own staff engaged in similar duties.
- Trainees must wear a black pants and white top, while in training and must be clearly identified as a Trainee.
- The Contractor shall provide his staff with photo-identification badges, which shall be worn and displayed at all times by the staff while on the Hospital premises.

### 2.20 Cleaning Contract Association

It is a condition of this bid that the service provider is registered with a cleaning contract association such as the National Cleaning Contract Association for a continued period of not less than one year and the status quo shall remain for the contract period.

### 2.21 User's Property Found

The service provider shall immediately return to the authorised representative any item of hospital property found / recovered by the Service Provider's staff in the course of their duties.

### 2.22 Smoking

The Contractor's staff shall comply with the user's smoking policy. Smoking breaks should only be allowed within staff's lunch breaks and only at the designated staff smoking areas at the back entrance of the hospital and not with patients in the patient smoking area. No staff may smoke in non-designated smoking areas.



## SECTION B

### STATUTORY AND OTHER REQUIREMENTS

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- A. Every question must be answered by marking the applicable "Yes" or "No" block with an "x".  
Failure to comply with this requirement or the provision of acceptable, well-motivated written explanations where deviations occur, may lead to immediate disqualification of the bid.
- B. All information provided in this Section shall or may be verified by The Department.
- C. Where documentary evidence is required, such documentation so required must be the **original** or **copies certified by a Commissioner of Oaths**.
- D. Relevant documentation and copies of such documentation must be attached to the last page of this section.

#### 3.1 **Organisational status of Bidder**

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

#### 3.1.1 **Documentary Evidence Required**

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

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

- 3.2.1 Is the bidder registered with the Commissioner for COID?  Yes  No
- 3.2.2 Provide documentary evidence (letter of good standing) of current valid registration.

#### 3.3 **Unemployment Insurance Fund Registration (UIF)**

- 3.3.1 Is the bidder registered with the Commissioner for UIF?  Yes  No
- 3.3.2 Provide documentary evidence (letter of good standing) of current valid registration.

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

- 3.4.1 Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act?  Yes  No
- 3.5 **Skills Development Levies Act (9 of 1999)**
- 3.5.1 Is the bidder registered with the Department?  Yes  No
- 3.5.2 Provide documentary evidence of current valid registration.
- 3.6 **Membership with cleaning contract association**
- 3.6.1 Is the bidder registered with a Cleaning Contract Association such as the National Cleaning Contract Association (NCCA)  Yes  No
- 3.6.2 Provide documentary evidence of current valid membership
- 3.7 **VAT Registration**
- 3.7.1 Is the bidder registered for VAT  Yes  No
- 3.7.1 Provide VAT Registration Number
- 3.8 **Pay as you earn (PAYE)**
- 3.8.1 Is the bidder registered with the Commissioner for PAYE?  Yes  No
- 3.8.2 Provide documentary evidence (letter of good standing) of current valid registration.



DECLARATION

Name of company/ entity:

.....

VAT registration number:

.....

Company Registration number:

.....

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

Signature:.....

..

**SECTION C**

**QUESTIONNAIRE - ORGANISATIONAL FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER**

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

**4.1. Financial Standing**

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

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

**Full details with documentary evidence are to be provided with the bid as to how the bidder will finance the contract. Failure to provide this information may lead to your offer not being considered. Please provide a business plan.**

**4.2 Total Number of Employees :**

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

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**4.3 Indicate Percentage Turnover of Cleaners During the Last 12 Months.**

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

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4.4 **Physical Infrastructure**

4.4.1 Administrative Officers

4.4.1.1 Where is the bidder's administrative office which will be responsible for the site.  
**State physical address and telephone numbers.**

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

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

.....

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

.....

4.5.1.4 **Further Information Regarding the Administration Office:**

4.5.1.4.1	Is it a guaranteed 24-hours service?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.5.1.4.2	Is it situated at home?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.5.1.4.3	Is it a dedicated Administration Office?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.5.1.4.4	Land-line telephones in Administration Office.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.5.1.4.5	Activated cellphones in Administration Office.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.5.1.4.6	Fax in Administration Office.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.5.1.4.7	Administration Office always manned by well-trained staff who can handle emergency situations.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

4.6 **Uniforms**

4.6.1 Does the bidder have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times?  
The uniform shall be distinguishable from the general public and Hospital staff.

Yes  No

4.7 **Identification Badges**

Does the bidder have its own corporate photo-identification badge which is compulsory for employees to display clearly when on site.

Yes  No

4.8 **Cleaning Contract Experience**

4.8.1 Previous cleaning contract experience within hospital and/or health care environment over the past two (2) years.

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

4.8.2 Current cleaning contract experience.

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

**WESTERN CAPE GOVERNMENT: HEALTH**  
 DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)  
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**SECTION D**

**SITE SPECIFICATIONS**

**The following specifications will apply to all sites:**

*Bidders are to specify the details of their offer in the column marked "DETAILS OF OFFER". In respect of paragraphs where the bidder strictly complies with the specified requirement, the words "as specified" are to be inserted in that row. In cases where bidders do not strictly comply with specification requirements, the nature of the deviation is to be stipulated next to the applicable paragraph. Where the space is insufficient, the details of the deviation can be annexed however proper reference is to be made. This also applies when bidders are to submit requested documentation. If bidders omit to furnish details of offer it would be considered as not complying to specification.*

**SIZES OF AREAS CURRENTLY SERVICED: (sizes are estimated sizes, the bidder must consult the building plan and site layout and attend a scheduled site meeting prior to submission of tender.)**

AREA	ESTIMATED SIZE	DETAILS OF OFFER
<b>1. BUILDING (Existing Hospital – Excl ducts, shafts, open areas)</b> <ul style="list-style-type: none"> <li>• Doctors' Restrooms</li> <li>• Offices: (including ward offices)</li> <li>• Ward kitchens</li> <li>• Tea rooms, rest rooms and toilets</li> <li>• Wards: Psychiatric, General, Paediatric, Maternity, OPD and Casualty</li> </ul> <b>(Terminal cleaning after discharge of an infectious patient according to IPC guidelines)</b> <ul style="list-style-type: none"> <li>• Pharmacy</li> <li>• X-rays</li> <li>• Administration</li> <li>• Filing rooms</li> <li>• Corridors and floor areas</li> <li>• Sluice rooms and storage areas.</li> </ul>	3829 m <sup>2</sup>	
<b>2. BUILDINGS (Staff residence)</b> <ul style="list-style-type: none"> <li>• Laundry and dry area</li> <li>• 10 staff flats (bedroom with walking wardrobe, open plan kitchen lounge area and bathroom).- cleaning once a week</li> <li>• Verandas, pathways and stairs</li> </ul>	777 m <sup>2</sup>	
<b>3. BUILDINGS</b> <b>Block A (ground and 1<sup>st</sup> level)</b> <ul style="list-style-type: none"> <li>• Meeting Rooms 1 ,2 &amp; 3</li> <li>• Procurement, fees, HR and PHC offices</li> <li>• Kitchens and toilets</li> <li>• Corridors and floor areas</li> <li>• Filing and storage areas</li> </ul>	<b>Block A</b> 1193 m <sup>2</sup>	

<p><b>Block B (1<sup>st</sup> level)</b></p> <ul style="list-style-type: none"> <li>• Theatre, CSSD, recovery and holding areas</li> <li>• Transport office and other offices</li> <li>• Corridors and floor areas</li> <li>• Filing and storage areas</li> <li>• Control room</li> </ul> <p><b>Block C</b> Main circulation/cafeteria includes public toilets and main circulation links, including multipurpose room.</p> <p><b>Block D (1<sup>st</sup> level)</b></p> <ul style="list-style-type: none"> <li>• Main Kitchen</li> <li>• Offices: Workshop, Bulk &amp; Linen Stores</li> <li>• Bulk stores, linen rooms, sluice rooms</li> <li>• Tea rooms, rest rooms and toilets</li> <li>• General waste area</li> <li>• Mortuary</li> </ul> <p><b>Block E</b></p> <ul style="list-style-type: none"> <li>• Admissions &amp; Tea room</li> <li>• Meeting areas</li> <li>• basement</li> </ul>	<p><b>Block B</b> 1285 m<sup>2</sup></p> <p><b>Block C</b> 767 m<sup>2</sup></p> <p><b>Block D</b> 1416 m<sup>2</sup></p> <p><b>Block E</b> 1820 m<sup>2</sup></p>	<div data-bbox="1131 685 1564 887" style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>WESTERN CAPE GOVERNMENT: HEALTH</b> DIRECTORATE: SUPPLY CHAIN (G &amp; S SOURCING) BID OPENED 11:00</p> <p><b>19 APRIL 2024</b></p> <p>1)..... SIGNED</p> <p>2)..... SIGNED</p> </div>
<p><b>4. PREFAB BUILDINGS</b></p> <ul style="list-style-type: none"> <li>• HT Office</li> <li>• 3 new prefab offices</li> <li>• Tsebo, RAF and toilets/Kitchen</li> <li>• Waste areas/NEWSTER room</li> <li>• Mortuary</li> </ul>	<ul style="list-style-type: none"> <li>• 32 m<sup>2</sup></li> <li>• 108 m<sup>2</sup></li> <li>• 57 m<sup>2</sup></li> </ul>	
<p><b>5. External areas:</b></p> <ul style="list-style-type: none"> <li>• Paths (between Hospital and Park Homes)</li> <li>• Area in <b>front of Main Entrance</b>, Emergency unit up to Main Entrance fence (including signage)</li> <li>• Area in <b>front of Staff Entrance</b> and parking areas including area for GG vehicles.</li> <li>• All Balconies including Psychiatric Ward</li> <li>• EMS Offices building</li> <li>• All Security Guard areas (included restroom, office, guard room and toilet area)</li> <li>• Ducts</li> <li>• Staircase to the basement area and open basement area</li> <li>• All courtyards</li> <li>• All designated smoking areas</li> <li>• Steenberg's Cove Clinic</li> </ul>	<p>3688 m<sup>2</sup></p>	

6. All bird droppings at all areas of Hospital (OHS Act.)	No m <sup>2</sup> , as per requirement	
7. All windows inside cleaned monthly and outside windows cleaned quarterly (ground and 1 <sup>st</sup> level)		
8. Clean upholstered chairs of waiting areas once a year		

Total number of buildings (excluding sub-stations) as per the plan provided.

**ALL AREAS TO BE SERVICED SITUATED ON THE PLAN PROVIDED WITH SITE MEETING EXCLUDING THE FOLLOWING**

Areas **not to be** serviced by external cleaning service provider:

- Laboratory
- Dialysis unit
- Electrical and mechanical plant rooms

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Areas to be serviced are included in the plan provided:

General cleaning of entire hospital inside and outside, park homes, staff accommodation, EMS building, security entrance building, balconies, waste disposal areas, courtyards, smoking areas, parking areas & ducts. General cleaning of Steenberg's Cove clinic on Tuesdays, Thursdays and Fridays during clinic hours.

**Ad hoc services - Clinic names**

1. Louwville Clinic – Vredenburg
2. Hanna Coetzee Clinic - Vredenburg
3. Lalie Cleophas Clinic - Hopefield
4. Saldanha Bay Town Clinic
5. Diazville Clinic – Saldanha Bay
6. Laingville Clinic – St Helena Bay
7. Paternoster Satellite Clinic
8. Langebaan Clinic
9. Vredenburg Town Clinic

**Times of Services**

Hospital: 07:00 to 19:00 & 19:00 to 07:00 – 7 Days a week (24-hour service). This may vary across service areas but will remain at 40 hours per week.

Clinics: 7:30 – 16:30 (8-hour service)

**Minimum number of Personnel to render a 24 hours service, every day for 7 days of the week continuously (including public holidays) for the duration of the contract. Please note that these numbers are estimated numbers per day for 1 night and 1 day shift and all bidders must determine what the numbers would be required to render an effective and efficient service.**

- **Minimum of 42 cleaners per day** on night and day shifts (24-hour period).
- **Minimum 2 Operational Supervisors on a day shift and 1 Operational Supervisor on a night shift per day** (24-hour period)
- **Minimum 1 Manager** (not negotiable) (07:00 – 16:00)



## **DUTY STATEMENT**

<b>HOSPITAL, EXTERNAL BUILDINGS AND GROUNDS – ALL DEPARTMENTS</b>		
<b>DESCRIPTION</b>	<b>FREQUENCY</b>	<b>DETAILS OF OFFER</b>
<b>PLEASE NOTE THAT GENERAL CLEANING PERTAINS TO ALL AREAS AND THAT KITCHEN, LAUNDRY, THEATRE AND HOUSEKEEPING INDICATE ADDITIONAL AREA-SPECIFIC TASKS BELOW.</b>		
<b>1.</b>	<b>FLOOR MAINTENANCE: VINYL LINOLEUM</b>	
a)	Clean floors of all marks, spills and dirt.	When necessary
b)	Floors to be mopped in all instances of flooding.	When necessary
c)	Sweep with chemical impregnated sweeper. This is an effective means of dust control as an electrostatic charge is built up in the mop whilst sweeping which attracts the dust.	Minimum twice daily
d)	Check floors for spills, spots and then clean.	Minimum twice daily and when necessary
e)	Damp sweeper using soap and water.	Minimum twice daily
f)	Spray buff with industrial floor polisher using non-slip polish.	Daily
g)	Scrub and strip floors with suitable stripping agent and re-coat with three coats non-slip sealer (preferably all cleaning products equal to Wetrok Cleaning products) refer to floor guarantee specifications and with prior arrangement.	Quarterly
<b>2.</b>	<b>FLOOR MAINTENANCE: GENERAL MAINTENANCE</b>	
a)	Clean floors of all marks, spills and dirt and disinfect with sodium hypochlorite solution.	Daily and when necessary
b)	Floors to be appropriately dried and cleaned in all instances of flooding.	When necessary
c)	Sweep with chemical impregnated sweeper.	Twice daily
d)	Burnish with industrial floor polisher. (Non-abrasive pad e.g. sheepskin).	Weekly
<b>3.</b>	<b>FLOOR MAINTENANCE: INTERNAL, CONCRETE &amp; TILE FLOORS (including balconies)</b>	
a)	Clean floors of all marks, spills and dirt.	Daily and when necessary

b)	Floors to be appropriately dried and cleaned in all instances of flooding.	When necessary	
c)	Sweep with suitable type of broom/sweeper.	Twice daily	
d)	Damp sweep using soap and water.	Twice daily	
e)	Burnish with industrial floor polisher. This work must be done with prior arrangement.	Quarterly and when necessary	
f)	Machine scrub. This work must be done at times as arranged per prior arrangement.	Quarterly and as per area requirements.	
<b>4.</b>	<b>FLOOR MAINTENANCE: RUGS AND CARPETS</b>		
a)	Vacuum with industrial vacuum cleaner	Weekly	
b)	Shampoo and /or steam clean carpets (this service must be part of the general contract and not charged as extra).	Quarterly with prior arrangement	
<b>5.</b>	<b>WASTE DISPOSAL</b>		
a)	Remove all non-medical waste to the appropriate recycling areas and bins provided Keep waste area tidy	Twice daily	
b)	Replace all clear plastic bags in non-medical waste containers	Twice daily	
c)	Contractor must supply his/her own clear plastic bags	When required	
d)	Clean general waste room	3 times per week & spills when necessary	
e)	Clean delivery parking area	Daily and after municipal waste removal collection days	
f)	Flatten non-medical cardboard boxes and take to the waste area	As needed	
<b>6.</b>	<b>GLASS, METAL WORK AND OFFICE FURNITURE</b>		
a)	Spot clean glass doors	Daily	
b)	Wipe all bright metal fittings. Clean/polish Daily furniture with acceptable agents as per industry standard	Daily	
<b>7.</b>	<b>WALLS, WINDOWS, GLASS DOORS, PARTITIONS AND PAINTWORK</b>		
a)	Spot clean all marks, bodily fluids, dirt and impurities from walls,	Daily and when necessary	

	doors, ceilings and light switches		
b)	High and low dusting of walls	Weekly and when necessary	
c)	All internal windows	Monthly	
d)	All external windows and windowsills	Quarterly with prior arrangement	
e)	Clean both faces of partition glass with non-corrosive agents.	Quarterly and as needed	
<b>8.</b>	<b>STAIRS, BASEMENT, LIFTS AND COURTYARDS</b>		
a)	Wash and sanitize handrails, and balustrades	Daily and when required	
b)	Maintain landings, treads and risers according to finish	Daily and when required	
c)	Wash lift call buttons, lift floors and inside walls. Include hard-to-reach corners.	Daily and when required	
<b>9.</b>	<b>TOILETS, SLUICE ROOMS AND WASHROOMS</b>		
a)	Empty and clean all non-medical waste receptacles, replacing plastic bags.	Twice daily	
b)	Clean and sanitise all bowls, basins, baths, showers, bed pans and urinals	Twice daily Shift supervisor to check toilets hourly	
c)	Clean all sluice and toilet pipes with fungicide	Daily	
d)	Clean walls, tiles and floors according to type with soap and water	Twice Daily	
e)	Floors to be appropriately cleaned and dried in all instances of flooding	When necessary	
f)	Clean and polish all bright metal fittings and mirrors	Once daily	
g)	Dust windowsills, ledges, pipes and fittings	Daily	
h)	Spot clean walls, doors and partitions	Once daily	
i)	Provide a suitable colour coded sanitary hygiene service in the ladies' toilets and clean receptacles when needed.	Daily and when required. Supervisor to check hourly	
j)	<u>All Public</u> toilet bowls and urinals to be cleaned and floors mopped	Hourly and checked by Supervisor, cleaning schedule as evidence to be provided in area	
k)	All other toilets: clean bowls /urinals	3 hourly and checked by Supervisor	

	l) Deep clean toilets/urinals, sluice rooms	Daily and as required	
10.	<b>PARKING AREAS, TARRED, PAVED AND CONCRETE WALKWAYS AND PATHS:</b>		
	a) Sweep and keep free of waste paper, litter and cigarette butts – all parking areas in front of hospital and around Security hut and all smoking areas	Daily from Mondays to Fridays and as needed over weekends	
11.	<b>STAFF ACCOMODATION- 10 FLATLETS, LAUNDRY &amp; DRYING AREA</b>		
	a) Cleaning of flatlets	Weekly or when requested	
	b) Laundry and drying area – clean with damp mop using soap and water	Weekly	
12.	<b>SECURITY GUARD BUILDING AND TOILET</b>		
	a) Clean all outside faces of windows/ glass doors	3 hourly	
	b) Clean all inside faces of windows/ Glass doors	Daily	
	c) Clean floors of all marks, spills and dirt inside and outside	Daily	
	d) Clean toilet	3 Hourly	
<b>FOOD SERVICES DEPARTMENT – FOOD SERVICE AID</b> <b>Working hours 40 hours per week as required by service demands.</b> <b>Staff report to the Principal Food Service Supervisor who will manage operational cleaning and instructions as per government policies.</b>			
	<b>*DESCRIPTION</b>	<b>*FREQUENCY</b>	<b>DETAILS OF OFFER</b>
1.	<b>DISH WASHING</b>		
	a) Wash all dishes and cooking utensils	When required throughout the day	
2.	<b>GENERAL CLEANING</b>		
	a) Clean all trolleys	Daily and when required	
	b) Clean all areas in the Food Service (FSU) incl. FSU Office and ward kitchens in accordance with Food Service protocol	Daily and when required	
	c) Clean all kitchen smalls and equipment.	Daily and when required	
	d) Clean walls, floors, surfaces in accordance with Food Service procedures.	Daily and when required	
	e) Clean all spills	When required	
	f) Complete all cleaning sheets and adhere to schedules	Daily	
	g) Clean kitchen hood extractor canopy, including fat traps as per	Twice annually and as required	

	legal prescripts and issue certificate.		
3.	<b>FLOOR MAINTENANCE: GENERAL MAINTENANCE</b>		
a)	Clean floors of all marks, spills and dirt and with flooding	When necessary	
b)	Clean floors appropriately	3 x daily	
c)	Sweep with suitable type of broom/sweeper	Twice daily	
d)	Machine scrub.	Daily	
4.	<b>STOCK DELIVERIES AND STORAGE</b>		
a)	Stock taken immediately to storage areas.	When necessary	
b)	Store goods according to the correct procedures e.g. FIFO	When necessary	
c)	Remove food from secondary delivery packaging and boxes. Mark all perishable foods with dates.	When necessary	
5.	<b>TOILET AREA</b>		
a)	Empty and clean all waste receptacles	Twice daily	
b)	Clean and sanitise all bowls, wall mounted items and surfaces.	Twice daily	
6.	<b>PRE-PREPPING</b>		
a)	Assist in the Food preparation area with pre-prepping vegetables and fruit, wrapping and distribution of food.	Continuously	
b)	Assist in the making of lunch boxes for traveling patients	When necessary	
7.	<b>DISHING UP:</b>		
a)	Assist in accordance with hygiene and hospital policies in the dishing up of patient meals	At every meal	
<b>LINEN STORES DEPARTMENT - CLEANER</b> Working hours 40 hours per week as required by service demands. Staff report to the Supervisor who will manage operational cleaning and instructions as per government policies.			
<b>*DESCRIPTION</b>		<b>*FREQUENCY</b>	<b>DETAILS OF OFFER</b>
1.	<b>GENERAL CLEANING</b>		
a)	Clean all areas in the Linen Bank	Daily and when required as per SOP	
b)	Clean walls, floors, surfaces	Daily and when required	
c)	Clean all spills	When required	
d)	Complete all cleaning sheets and adhere to schedules	Daily	

2.	<b>SOILED LINEN AREA</b>		
a)	Sort, count and pack soiled linen	Daily and when required	
b)	Sluice soiled linen with appropriate PPE supplied by contractor.	When required	
c)	Clean tumble drier	Daily and when required	
d)	Clean washing and sluice machines	Daily and when required	
3.	<b>CLEAN LINEN AREA</b>		
a)	Unpack and count clean linen	When required	
b)	Deliver clean linen to wards	As per institution timetable	
c)	Clean linen to be counted, received and packed with ward cleaners	Daily and as required	
d)	Ward linen room key control maintained and daily linen requirements packed on Q-carts for nursing use	Three times per 12-hour shift.	
e)	Ward linen rooms kept clean and dust-free with no linen stores on floors or up to ceilings	Continuously	
f)	Linen shortages reported to Linen Bank Supervisor and respective ward operational Managers	As needed	
<b>THEATER DEPARTMENT - CLEANER</b> <b>Working hours 40 hours per week as per service requirements.</b> <b>Staff report to the Theatre Manager who will manage operational cleaning and instructions as per government and IPC policies.</b>			
<b>*DESCRIPTION</b>		<b>*FREQUENCY</b>	<b>DETAILS OF OFFER</b>
1.	<b>GENERAL CLEANING</b>		
a)	Clean all areas	Daily and when required	
b)	Wash all Trolleys and wheels	After use	
c)	Clean all equipment, pushing theatres out after cases as per requirements.	Daily and when required	
d)	Terminally clean all areas including sluices	2 x daily	
e)	Replace screen curtains	As instructed	
f)	Clean walls, floors, surfaces	Daily and when required	
g)	Clean all spills	When required	
h)	Replenish cleaning stock	When required	
i)	Complete all cleaning sheets and adhere to schedules	Daily	
2.	<b>DRESSING ROOMS</b>		
a)	Sweep and mop using soap and water	Daily and when required	

<b>HOUSEKEEPING DEPARTMENT – HOUSEHOLD AID</b> <b>Working hours 40 hours per week as per service requirements.</b> <b>Staff report to the Senior Household Supervisor who will manage operational cleaning and instructions as per government and IPC policies.</b>		
<b>*DESCRIPTION</b>	<b>*FREQUENCY</b>	<b>DETAILS OF OFFER</b>
1. <b>GENERAL CLEANING</b>		
a) Clean stores	Daily and when required	
b) Wash beds, trolleys and wheels. Wash waterproof mattresses.	After use	
c) Dispense toilet paper and other cleaning equipment	As required	
2. <b>GENERAL CLEANING</b>		
a) Clean all trolleys	Twice per shift and as required	
b) Clean all areas in the Kitchens on ward level. Include ward kitchen fridges and microwaves.	Twice per shift and as required	

\*Frequency and description may vary or be amended within agreement by both parties due to hospital requirements and change in government policy. This duty statement is to be used as a guideline for the bidding process and estimated reflection of foreseen and current hospital operations.

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## CONDITIONS

1. The successful bidder (contractor) will provide the service as detailed above in accordance with the National Core Standards of the country and the requirements of the Department.
2. A representative of the Contractor shall visit the Hospital monthly during office hours **and by appointment, to accompany the Operational Managers on inspections** and to attend to any complaints regarding the quality of the services rendered.
3. (a) The contractor will supply all cleaning materials, plastic bags, bin liners and equipment necessary for the carrying out of the contract at their own expense. Cleaning materials must comply with the latest available SANS specifications in line with all related legislation and IPC guidelines (including a "spill kit" on all trolleys).  
(b) All chemicals and cleaning materials must be clearly labelled and stored in containers with screw tops in an access-controlled manner. Material data sheets shall be always available on-site and before commencement of contract. Should changes occur during the contract period, the user must be apprised and material data sheets for new products made available before use.  
(c) The contractor shall supply with commencement a list of staff members and cleaning equipment that will be used.  
(d) The user shall, at any time during the duration of the contract, conduct inspections of the staff complement, cleaning equipment and cleaning materials.  
(e) Registration for Compensation for Occupational Injuries and Diseases Act 130 of 1993 is to be supplied by the contractor.  
(f) Letter of Good Standing with the commissioner for COIDA from contractor.  
(g) Registration for Unemployment Insurance Fund. Letter of Good Standing with the commissioner for UIF from contractor.  
(h) Contractor is to maintain for the duration of the contract their membership with a cleaning contract association and provide a Membership Certificate.
4. The user will provide the necessary water and power for the operation of the Contractor's equipment free of charge to the Contractor. Caution to wasteful practices by contractor.
5. The Department shall provide adequate lockable storage space for the Contractor's equipment and materials on site free of charge, but the contractor must ensure safe and restricted access, not accessible to the public to prevent harm.
6. The Department shall provide adequate lockable changing accommodation for the Contractor's staff free of charge.
7. The Department shall give the Contractor and their employees access to the premises at all reasonable times in order for the Contractor to carry out their obligations in terms of the contract.
8. In carrying out the contract, the Contractor shall conform to all laws, Regulations or by-laws of any Department of State, Provincial Administration or Local Authority that may be applicable hereto.
9. The Contractor will indemnify, protect, defend and hold harmless the user from and against any and all claims, demands, actions and proceedings whatsoever including fees, costs and expenses incurred in respect thereof arising out of:-
  - (a) Any claim in respect of taxes payable by the Contractor



- (b) Any claims for Workman's Compensation Insurance losses for which the contractor is liable.
  - (c) Any claim by third parties including any employees of the user or of the Contractor for any loss resulting from bodily injury and/or damage to property due to an act or omission perpetrated by the Contractor or any of their employees or agents.
10. The contract shall be for a three (3) year period.
  11. The Contractor shall supply the required labour force in order to render an acceptable standard of service to the Department.
  12. If at any time during the duration of the contract there is any alteration in the wage rates paid to employees of the Contractor, which is prescribed by a wage regulating measure, the Contractor must lodge an application for a price increase in writing with the Department of Health and Wellness. The application must be accompanied by all relevant supporting documents.
  13. The User shall pay the Contractor the quoted price for services rendered with the user retaining the right to deduct from the monthly payments, in the event of the Contractor failing to render a satisfactory service due to an oversight, negligence, non-compliance to contract conditions on the part of the Contractor or lack of supervision, to **an amount equivalent to 0.5% of the monthly payment.**
  14. Should the service requirements increase or decrease because of utilisation of buildings or any other unforeseen reason the quoted price may be adjusted on a pro-rata basis by mutual consent.
  15. A daily control checklist must be available in all service areas, checked and signed off by the supervisor and used by the Department to monitor Performance.
  16. The appointed Contractor and their staff members should have substantial experience in the cleaning of hospitals and similar institutions and should also be accessible for in-service training from the Contractor as well as the user on relevant work-related issues. Provide proof and contactable references for the cleaning of hospitals health facilities.
    - (a) A Biometric finger reader system with reporting functions and the ability to print reports in colour to be utilised by the Contractor.
    - (b) The Contractor shall submit printed reports to management to monitor the work force.
  17. Identification/name tags must be always worn by Contractor's employees, in addition to the employee's uniform.

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<b>SPECIAL CONDITIONS</b>		
1	The contract will come into effect after the current service provider has been given 30 days' notice for termination of contract and the successful bidder has signed the letter of acceptance.	
2	Prospective bidders not attending the compulsory site meeting and information session will be excluded from the bidding process.	
3	Bidders must complete the DETAILS OF OFFER in all respects as failure to comply therewith may result in the bid not being considered for evaluation purposes.	
4	Bidders must be able to introduce the service on the date as indicated in paragraph 1 above and bidders must take note of the following:	
4.1	Bidders must base their prices on the latest published minimum employee wages applicable at the date of bid and detailed particulars of the latest Government Gazette and the Government Notice used to calculate the employees' wages must be given. <b>Please Note: A detailed price breakdown must be submitted indicating number of employees in each category, salaries per cleaner per month (rate per hour must be indicated), equipment, consumables etc., totalling to the total bid price.</b>	
4.2	As far as possible the contractor must make use of a locally based labour force that is <b>appropriately trained in the cleaning of health/hospital facilities.</b>	
5	(a) A minimum of FORTY-TWO (42)) cleaners per day, excluding six (3) Operational Supervisors, (2-day shift and 1 night shift) and one (1) Manager (compulsory) must be employed to effectively render a twenty-four (24) hour service. <b>See attached Annexure A</b>	
	(b) Bidders must submit a project implementation plan on how they intend to render an efficient service with the number of staff specified to comply with the bid requirements. Failure to comply herewith may result in the bid not being considered for evaluation purposes.	
6	Bidders who do not have an office in the vicinity of the institution or the Cape Peninsula must be prepared to open an office in the Cape Metropole for the proper monitoring/administration of the contract. An indication must be given where such office is or will be situated.	
7	A monthly meeting will be held between the Owner of the cleaning company and Assistant Director, and nominated persons at Vredenburg Hospital, to sort out any problems or misunderstanding. Minutes will be kept of these meetings and will be made available to the contractor.	
8	<b>Duty roster.</b> A tentative duty roster must be supplied with the submitted bid document. No account will be paid at the end of the month if it is not accompanied with a colour printout of the Biometric report as proof. A sign-in register <b>via the fingerprint biometric system</b> is to be provided by the contractor. A duty roster with the names of the employees must be handed in at the Assistant Director on the first day of every month. Penalty rule will be applicable (refer to page 9 paragraph 2.8.3.). Scheduled staff may not be shifted from other scheduled work stations due to <b>absenteeism</b> - they must be replaced with a trained non-scheduled worker.	
9	Should any contracted employee not arrive at work on time, a replacement must be provided by the contractor not later than 1 hour after due commencement time and the applicable penalty will be applied.	
11	Bidders must supply full particulars of the number and type of machines and other equipment that will be used or purchased for the rendering of the cleaning services at the user's facilities and must furthermore submit proof of their financial standing, experience and ability to render the service in a satisfactory manner. The machines must be of industrial standard and in good working order at all times. These machines must be made available, by the successful bidder, at Vredenburg Provincial Hospital for inspection purposes 3 days prior to the commencement date of this bid. Failing to do so will lead to this bid being cancelled, due to non-compliance to its conditions, and will be awarded to the next successful bidder.	

<p><b>BIDDERS TO NOTE THAT AREAS LISTED ABOVE ARE LISTED AS A GUIDE ONLY AND IT REMAINS THE BIDDER'S RESPONSIBILITY TO VERIFY QUANTITIES AND AREAS.</b></p>	
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<p><b>NO CLAIMS WILL BE ENTERTAINED IN RESPECT OF UNDER-PROVISION OF QUANTITIES OR AREAS</b></p>	
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## ANNEXURE A

Proposed allocation of cleaning staff: Minimum number of personnel to render a 24 hours' service, every day for 7 days of the week continuously (including public holidays) for the duration of the contract. Please note that these numbers are estimated numbers per day for 1 night and 1-day shift and all bidders must determine what the numbers would be required to render an effective and efficient service.

	On premises per shift/day			Total number inclusive of all shifts
	DAY	NIGHT		
EMERGENCY CENTRE, OPD, FEES	4	3	7	14
CORRIDORS/LIFTS/STAIRS/ ADMISSIONS, PHARMACY AND X-RAYS	3	1	4	8
MATERNITY:	3	2	5	10
GENERAL WARD:	4	4	8	16
PAEDIATRIC WARD:	2		2	4
PSYCHIATRIC WARD:	1	1	2	4
THEATRE	2		2	4
EMS and Steenberg's Cove Clinic	1 PERSON FOR 8 HOUR SHIFT WEEKDAYS			1
TEAROOM/LINEN BANK/STOREROOMS	1 PERSON FOR 8 HOUR SHIFT WEEKDAYS			1
WASTE AREA, MORTUARY, WORKSHOP, TEA ROOM,	1 PERSON FOR 8 HOUR SHIFT WEEKDAYS			1
ADMINISTRATION BUILDING – BOTH FLOORS:	1 PERSON FOR 8 HOUR SHIFT WEEKDAYS			1
EXTERNAL AREAS and GUARDHOUSE	2	1	3	1 X 8 HOUR SHIFT, ONE NIGHT, ONE DAY = 5
KITCHEN	5		5	5
SUPERVISORS:	1	1	2	4
SUPERVISOR - Food Service Unit	1		1	1
MANAGER	1		1	1
<b>CLEANERS PER 24 HOURS</b>	<b>30</b>	<b>12</b>	<b>42</b>	<b>69</b>
<b>SUPERVISORS:</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>6</b>
<b>MANAGER</b>	<b>1</b>			

**INSTITUTION'S NAME: VREDENBURG PROVINCIAL HOSPITAL**

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

Reference

COMPANY/CONTRACTOR:

CONTRACT/BID/SERVICE NO.:

**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)  
BID OPENED 11:00

**19 APRIL 2024**

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

1.1 CONTENTS OF AGREEMENT

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

1.2 COMPANY/CONTRACTOR (names in block letters please)

Manager:

Designated Work Supervisor:

1.3 COMPANY AUTHORISATION:

Manager/Director:

Signature:

Date:

Place:

<b>WESTERN CAPE GOVERNMENT: HEALTH</b>	
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)	
BID OPENED 11:00	
<b>19 APRIL 2024</b>	
1).....	2).....
SIGNED	SIGNED

## EQUIPMENT AVAILABILITY

The equipment available on site at all times must consist of the following quantities:

All machines must be made available, by the bidder, at the hospital for inspection purposes, **3days prior to the commencement date of the contract**, failing which the bidder will be penalized and the contract may be cancelled, due to non-compliance to the conditions.

- 1 Industrial water filtered Vacuum Cleaner
- 9 Industrial Scrubbers / Buffing machines
- 40 Wool sweeper dry/damp(to be exchanged with new mops at least every second month)
- 20 lockable Janitorial double bucket trolleys with space for:
  - Double-bucket system for sleeves with lid
  - damp spotting, one for clean and one for dirty
  - 2 colour coded floor washing buckets
  - 2 colour coded surface cleaning buckets
  - Storage for the “slippery floor” sign
  - Waste disposal bag
  - Spill kit
  - Cleaning agents/ spray bottles and PPE
- 5 Extendable Ladders
- Industrial Window cleaning equipment Colour coded cloths , mops and buckets
- 2 Industrial Wet Pick-Up Vacuum Cleaners
- Minimum of 60 Wet Floor Signs
- 4 Extension Leads of 20 meters each
- 2 Scrapers for bubblegum
- 30 Dust Pans
- 40 Mops
- 12 Wax applicators
- 4 Industrial Fans to dry floors when sealing
- 1 High-pressure gun

<b>WESTERN CAPE GOVERNMENT: HEALTH</b> DIRECTORATE: SUPPLY CHAIN (G & S SOURCING) BID OPENED 11:00	
<b>19 APRIL 2024</b>	
1)..... SIGNED	2)..... SIGNED

**Please note: NO SPAGHETTI MOPS ARE ALLOWED**

Effective, proper equipment to perform the scheduled activities to be sufficient for staff use and available at all times.

The Service Provider shall keep all equipment to be used on the user's premises in good working condition. If problems are experienced with equipment, especially electrical equipment, it must be replaced immediately with a substitute item and if it has to be removed from the premises for repairs, or permanently replaced with another machine. All equipment should be deep cleaned before use in hospital to prevent the spread of infection.

### Availability of consumable items

Sufficient stock of cleaning consumables and replacement for used spill kits to be supplied by the Service Provider with adequate stock levels to be available at all times.

Consumables to be supplied shall be an approved brand with the South African Bureau of Standards for the following products:

- **All plastic Disposable red liner bags for use in sanitary bins**
- **All clear plastic disposable bags**
- **Neutral Detergent** as per industry standard for use in high dusting and washing of walls.
- **Stainless Steel Cleaner** for use in lifts, doorframes, etc. – smell must not be overpowering to patients and lift users.
- **All Purpose Cleaner** as per industry standards for use in toilet bowls, hand basins, etc.
- **Window Cleaner** for use in the washing of windows as stipulated in the Site-Specific Specifications.
- **Brass Cleaner** as per industry standard for use in the cleaning of brass knobs, etc.
- **Neutral Detergent** for floor scrubbing as per industry standard.
- **Floor Sealer / Dressing** 25% or higher polymer content
- **Floor Stripper** compatible with sealer non-ammonia based.
- **General Purpose Cleaner** for bumper rails, staircases, etc.

- **Air Freshener** for general use.
- **Degreaser** for stubborn dirt such as showers or fatty dirt built-up.
- **Floor Pads** as per industry standard
- **Cleaning Cloths** to be colour coded for different cleaning applications as per IPC guidelines.
- **Any Consumables / Chemicals** as may be required to successfully perform cleaning.
- **Clear Bags** for the collection of refuse.
- **Sodium hypochlorite** disinfectant – to be constituted as per product type and IPC standards
- **Oven Cleaner and lime scale remover**
- **Compulsory “SPILL KIT” - SANS approved - on every cleaning trolley at all times (including Mortuary and medical waste areas)**
- **For Cleaning of Wards:**  
**PPE (Personal Protective Equipment and clothing)**  
**The cleaning method and chemicals must comply with current hospital protocols and IPC guidelines**

**New floor (vinyl) specific requirement for the floor guarantee: Floorworx or Wetrok products only to be used in areas that are under guarantee.**

All chemicals and cleaning agents must be clearly labelled and stored in containers with screw caps. All chemicals and cleaning agents must not be left unattended. Any incident due to the negligence of the contractor will result in liability for the account of the contractor. Data sheets must be kept for all chemicals and cleaning agents for OHS purposes

<b>WESTERN CAPE GOVERNMENT: HEALTH</b>	
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)	
BID OPENED 11:00	
<b>19 APRIL 2024</b>	
1).....	2).....
SIGNED	SIGNED

## PROVINCIAL GOVERNMENT WESTERN CAPE

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

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

#### 6. Definitions

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

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

“**business interest**” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;



- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

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

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

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

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
  - (i) that amounts to the-
    - (aa) illegale. dishonest. unauthorised. incomplete. or biased: or
    - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
  - (ii) that amounts to-
    - (aa) the abuse of a position of authority;
    - (bb) a breach of trust; or
    - (cc) the violation of a legal duty or a set of rules;
  - (iii) designed to achieve an unjustified result; or
  - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

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

**“employee”**, in relation to –

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

**“entity”** means any -

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

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

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

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

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

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

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

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

**“RWOEE”** means -

Remunerative Work Outside of the Employee's Employment

**“spouse”** means a person's -

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

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

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

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

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

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

10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
  - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
<p><i>Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.</i></p>	

**TABLE A**

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

**SECTION B: DECLARATION OF THE BIDDER'S INTEREST**

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

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

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 EIM 1/2016 to exercise the listed actions)	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 NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

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

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

**C2. TABLE C**

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

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

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

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

.....  
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

- 1.1 Do you know and understand the contents of the declaration? ANSWER: .....
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER: .....
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER: .....
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....  
SIGNATURE FULL NAMES Commissioner of Oaths

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

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

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

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

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

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

**1. DEFINITIONS**

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



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

**2. GENERAL CONDITIONS**

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

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

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

**3. ADJUDICATION USING A POINT SYSTEM**

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

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

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

**4.1 POINTS AWARDED FOR PRICE**

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

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

Where

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

80/20

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

90/10

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

Where

Where

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

$P_t$  = Price of bid under consideration

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

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

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

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

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

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

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

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

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

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

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

## 7. BID DECLARATION

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

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

- 8.1 B-BBEE Status Level: ..... = ..... *(maximum of 20 points in terms of 80/20)*
- 8.2 B-BBEE Status Level: ..... = ..... *(maximum of 10 points in terms of 90/10)*

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

**9. SUB-CONTRACTING**

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

9.1.1 If yes, indicate:

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

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

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

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

10.2 VAT registration number: .....

10.3 Company Registration number: .....

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

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

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

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

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

**DATE:** .....

**ADDRESS:** .....

**WITNESSES:**

1. ....

2. ....

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

1. I, the undersigned

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

2. Hereby declare under oath as follows:

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

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

<p><b>WESTERN CAPE GOVERNMENT: HEALTH</b>                  DIRECTORATE: SUPPLY CHAIN (G &amp; S SOURCING)                  BID OPENED 11:00</p> <p><b>19 APRIL 2024</b></p> <p>1)..... SIGNED</p> <p>2)..... SIGNED</p>
---

3. I hereby declare under oath that:

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

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

- 4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

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

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

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

19 APRIL 2024

1).....  
SIGNED

2).....  
SIGNED

## GOVERNMENT PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT July 2010

#### NOTES

The purpose of this document is to:

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

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

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



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**WESTERN CAPE GOVERNMENT: HEALTH**  
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)  
BID OPENED 11:00

**19 APRIL 2024**

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

19 APRIL 2024

1).....  
SIGNED

2).....  
SIGNED

## General Conditions of Contract

### 1. Definitions

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

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.



## 2. Application

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

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

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

<b>WESTERN CAPE GOVERNMENT: HEALTH</b> DIRECTORATE: SUPPLY CHAIN (G & S SOURCES) BID OPENED 11:00	
<b>19 APRIL 2024</b>	
1)..... SIGNED	2)..... SIGNED

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

WESTERN CAPE GOVERNMENT: HEALTH  
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)  
BID OPENED 11:00  
19 APRIL 2024  
1).....  
SIGNED  
2).....  
SIGNED

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

## 9. Packing

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

WESTERN CAPE GOVERNMENT: HEALTH  
DIRECTORATE: SUPPLY CHAIN (G & S SOURCING)  
BID OPENED 11:00

19 APRIL 2024

1).....  
SIGNED

2).....  
SIGNED

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

## 10. Delivery and documents

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

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental services

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

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

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

**14. Spare parts**

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

**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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**16. Payment**

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

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



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

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

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

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



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

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

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