

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

BID NUMBER: **WCGHSC0417/2023**

CLOSING DATE: **31 MAY 2024**

CLOSING TIME: **11:00**

WCGHSC 0417/2023: RENDERING OF STUDENT TRANSPORT SERVICES FOR WESTERN CAPE COLLEGE OF NURSING, MULTI CAMPUSES (METRO WEST, BOLAND OVERBERG, AND SOUTHERN CAPE KAROO CAMPUSES) FOR THE DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

Each bid must be deposited in a **sealed envelope** with the **name and address of the Service Provider, 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** situated in the foyer of the main entrance of the Western Cape Government Building 4 Dorp Street (**next to the Cape High Court**) at the junction of Dorp and Keerom Street, Cape Town. The bid box is generally open **06:00 – 21:00 a day, 7 days a week**.

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 Service Provider accompanied by an explanatory letter. **No Service Providers' names or prices will be read out** after closing time when the bid box is opened, and bids are removed by Sourcing officials.

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

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

Central Supplier Database self-registration only: www.csd.gov.za

Contact email: SCM.eProcurementDOH@westerncape.gov.za

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

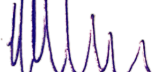
The B-BBEE status **on form WCBD 6.1 in your bid document** will be used to evaluate the bid, **not your B-BBEE status on the SEB or CSD**. Please complete your claims for **both the 80/20 and 90/10 preference points systems** in the WCBD6.1, as well as the attached **form WCBD4**. All other mandatory documents held on the CSD will be accepted by the Department of Health and Wellness (WCGHW) 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 Service Provider will be required to complete and sign a written contract form (WCBD7.1).

Potential bidders may ask for clarification on the Terms of Reference or any of its Annexures prior to bid closing. Any request for clarification must be submitted by email to Shamsonisa Davids (Shamsonisa.Davids@westerncape.gov.za)

Answers to any written queries referred to SCS in accordance with the above-mentioned paragraph will be responded to via email, which information will also be published on the E-tender portal at <https://www.etenders.gov.za/>.



C Munnik

for HEAD: HEALTH AND WELLNESS
DATE: 26/04/2024

**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:	WCGHSC 0417/2023	CLOSING DATE:	31 MAY 2024	CLOSING TIME:	11:00 am
DESCRIPTION	WCGHSC 0417/2023: RENDERING OF STUDENT TRANSPORT SERVICES FOR WESTERN CAPE COLLEGE OF NURSING, MULTI CAMPUSES (METRO WEST, BOLAND OVERBERG, AND SOUTHERN CAPE KAROO CAMPUSES) FOR THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Western Cape Government Building 4 Dorp Street Cape Town (next to the Cape High Court)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms S Davids		CONTACT PERSON	Ms Liesl Strauss	
TELEPHONE NUMBER	021 483 6271		TELEPHONE NUMBER	023-3470732	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Shamsonisa.Davids@westerncape.gov.za		E-MAIL ADDRESS	Liesl.Strauss@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF SERVICE PROVIDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

ACREDITATION SYSTEM (SANAS)			
[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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO		<input type="checkbox"/>	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL SERVICE PROVIDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 SERVICE PROVIDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 SERVICE PROVIDERS 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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 SERVICE PROVIDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.</p> <p>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.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE SERVICE PROVIDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF SERVICE PROVIDER:

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

DATE: February 2023

IMPORTANT NOTICE

COMPULSORY SITE VISIT

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

THE DETAILS OF THE BRIEFING SESSION ARE AS FOLLOWS:

Only one representative will be allowed at the briefing session.

DATE : **16 MAY 2024 (THURSDAY)**

TIME : **10:00am**

VENUE : **Western Cape College of Nursing**

Central Administration Office

Ground Floor Boardroom

**On the corner of Old Paarl Road and De la Haye Road
Stikland**

Contact Person: Mrs Y Magerman Metro West Campus (Athlone)

Athlone Campus: **021 684 1203**

Contact Person: Mrs Liesl Strauss Boland Campus (Worcester)

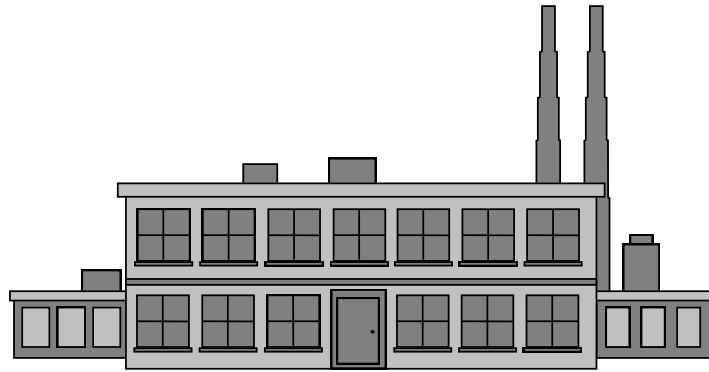
Boland Campus (Worcester): **023 347 0732/52**

Contact Person: Acting HOD Ms Hester Wiese (Southern Cape Karoo Nursing Campus)

George Campus (George): **044 8131845**

NB: FAILURE TO ATTEND THE BRIEFING SESSION WILL INVALIDATE YOUR OFFER.

NO BIDDER WILL BE ALLOWED AFTER THE SAID TIME; LATE COMERS WILL BE DENIED ACCESS TO THE MEETING.



SPECIFICATION

BID WCGHSC 0417/2023

**SPECIFICATION STUDENT TRANSPORT SERVICES
FOR WESTERN CAPE COLLEGE OF NURSING,
MULTI CAMPUSES (METRO WEST, BOLAND
OVERBERG AND SOUTHERN CAPE KAROO
CAMPUSES) FOR THE DEPARTMENT OF HEALTH
AND WELLNESS, WESTERN CAPE GOVERNMENT
FOR A THREE (3) YEAR PERIOD. DEPARTMENT
OF HEALTH AND WELLNESS, WESTERN CAPE
GOVERNMENT**

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
NOTE	<p><i>Bidders must specify the details of their offers in the column. In respect of paragraphs where the bidder strictly complies with the specification requirement, the words "as specified" must be inserted next to the paragraph. In cases where the Bidder does not strictly comply with the specification requirement, the nature of the deviation must be stipulated next to the applicable paragraph. Where the space is insufficient, the details may be annexed but must be properly references. Similarly, where the bidder is requested to submit certain documentation.</i></p>	
1.	SECTION 1 - SCOPE:	
1.1	The Western Cape College of Nursing (WCCN) with its three (3) Campuses the Metro Campus in Athlone, Southern Cape Karoo Campus in George and Boland Overberg Campus in Worcester trains nursing students. For the purpose of their training these students require transport from the residences to the respective campuses and from the campuses to the hospitals and clinics for the purpose of experiential/work integrated learning.	
1.2	According to prescripts by the South African Nursing Council students must be exposed to a set minimum number of hours in order to be allowed to qualify with a qualification in Nursing as per the Nursing Act and Regulations.	
1.3	For the purpose of transporting students to the clinical platform the WCCN is divided into three geographical areas namely the Metropole with the Metro Campus, The Boland region with the Boland Overberg Campus in Worcester and the Southern Cape Karoo with the Southern Cape Karoo Campus in George.	
2.	SECTION 2 - APPLICABLE DOCUMENTATION	
2.1	<p>The following documentation will form part of the specification and successful Bidder must guarantee that it will comply with the standards as set in the present and future of relevant legislation including but not limited to the following:</p> <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Special Conditions of Contract (SCC) • The Constitution of the Republic of South Africa, Act 108 of 1996 • Employment Equity Act, Act 55 of 1998 • Labour Relations Act, Act 66 of 1995 • Basic conditions of Employment Act, Act 75 of 1997 • Promotion of Equality and Prevention of Unfair Discrimination Act, Act 4 of 2000 • Occupational Health and Safety Act, Act 85 of 1993 • Proof of Registration • Occupational Injuries and Diseases Act, Act 130 of 1993 • The National Land Transport Transition Act, Act 22 of 2000 • The National Road Traffic Act, Act 93 of 1996 • Proof of Certification (PDP) to transport students per vehicle <p>Bidders must support their statements in the "DETAILS OF OFFER" column with separate documentary proof when required against each specified parameter.</p>	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
3.	SECTION 3 - REQUIREMENTS/SERVICE PERIODS:	
3.1	Collection to and from clinical placements (day and night) will take place from 05:30 till 19:30 for all campuses based on the placement/transport schedule.	
3.2	Students to be transported from the Boland Campus for placement in Paarl will be fetched on Saturday's at 10:00 and returned to Boland Campus from Paarl on Sundays at 10:00 as the need arises.	
4.	SECTION 4 - VEHICLES REQUIRED SPECIFICATIONS	
4.1	Company must have the following types of vehicles in their fleet: <ul style="list-style-type: none"> • Sedan Multi-Purpose Vehicle (MPV) (2-7 Seated) • Sedan Minibus (12-15 Seated) • Sedan Minibus (23-25 seated) • Sedan Minibus (32-35 seated) 	
4.2	The vehicle size will be determined as schedules are submitted for placement.	
5.	SECTION 5 - TRANSPORTATION:	
5.1	The Vehicle used must be suitable for the number of students to be transported and may vary according to the number of students requiring transport for the day.	
5.2	The vehicle should never be loaded with a number of passengers that will exceed the capacity as specified for the specific vehicle. (overloading of vehicles places the students at risk)	
5.3	The vehicle is to be always in a clean, roadworthy state and which is considered in the opinion of the transport officer.	
5.4	A valid Road worthy certificate not older than 60 months must always be available for all vehicles involved.	
5.5	The vehicle must be equipped with steps that make it easy for person to climb in and out of vehicle.	
5.6	Vehicle ventilation must be operational.	
5.7	Vehicle must not be more than five (5) years old.	
5.8	Vehicle must be registered in the name of the service provider.	
5.9	Driver must be in possession of a VALID PDP.	
5.10	Vehicles need to be presented for inspection if necessary.	
6	SECTION 6 - ROUTE	
6.1	Route should be the shortest route between Facilities that must always be covered during the morning and afternoons. This must be determined beforehand. (See annexures A, B & C)	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
7.	SECTION 7 - AVAILABILITY	
7.1	For the purpose of transporting students, it is essential that the Service Provider have an established fleet in order render the service as per the specification requirements of the Department. The vehicle/s shall be fully comprehensively insured and additionally the successful bidder must have sufficient Public Liability Insurance with a minimum amount R5,000,000 of cover for all vicarious losses and claims	
8	SECTION 8-GENERAL	
8.1	The vehicles and service provided are to comply with legislation and regulations pertaining to the Road Traffic Act as amended and Ordinances.	
8.2	The vehicles must be available for inspection before the bid is awarded.	
8.3	The calculation of transport is to be calculated on the basis of per kilometre.	
8.4	Bid shall list the address of their Head Quarters / Depot where a site visit can be conducted on request. And the WCCN has the right to hold a site visit.	
8.5	In the event of unrest in the community where the transport company deems it unsafe to transport students the WCCN will be informed by the service provider, the service provider may then not bill the WCCN for transport costs for the particular day, <u>WCCN will only pay for services rendered</u> . This service includes both dayshift & nightshift duty and scheduled visits to community centres (all work integrated learning and SRC activities will fall under the conditions of this contract) as per attached schedules.	
8.6	Departure times for the hospitals will be at 06:15 and collection times at the hospitals 19:00. Work hours at the hospitals are from 07:00 until 19:00 and these hours are prescribed by the SANC or as time agreed between service provider and the Head of Campus (HOC)	
8.7	Night duty shifts in the hospitals will require students to be collected at the WCCN at 17:15 to be dropped off by 18:45 at the latest and be collected in the mornings at 07:10 when the day shift students are dropped off at 06:50 or as time agreed between service provider and the Head Of Campus (HOC)	
8.8	For Clinics and Day hospitals the collection time would be 06:30 at the campus and collection at 16:00 from the clinics. Work hours at the clinics are from 08:00 until 16:00 as prescribed by the SANC or as time agreed between service provider and the Head of Campus (HOC)	
8.9	Collection times for visits to community centres and environmental visits and SRC activities may differ from the aforementioned times.	
8.10	Collection times for work integrated learning may differ from campus to campus, this time to be verified with the appropriate contract manager.	
8.11	The numbers of students requiring transport to the clinical services may vary from week to week/month to month, however the WCCN will provide the service provider with an annual student clinical placement schedule to aid the service provider in planning their services.	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	SECTION 8-GENERAL (CONTINUATION)	
8.12	No student may make any transport requests to neither the service provider nor the transport officer.	
8.13	Driver should not allow any student onto transport without student identification and not on transport schedule.	
8.14	Any claims for transport not made via the official representative of the WCCN, may not be charged to the WCCN.	
8.15	The WCCN reserves the right to inspect the allocated vehicles/fleet in terms of safety for the transport of the WCCN students.	
8.16	The service provider must ensure that the appropriate passenger capacity vehicle is provided as no claims for additional vehicles will be considered.	
8.17	The WCCN may request the service provider to disinfect the vehicle in the event of any outbreak of any infectious disease	
8.18	The fleet must be roadworthy, proof to be provided annually or six (6) monthly where appropriate.	
8.19	The transport officers must be in possession of a valid driver's licence and PDP certificate, proof to be provided annually	
8.20	Service Provider's vehicles parked/stored on WCCN premises will be at the discretion and own risk of the service provider. The Western Cape Government Health and Wellness will not accept responsibility for any damages & losses that may occur to service provider's vehicles.	
9	SECTION 9-EXTENT OF SERVICE	
9.1	The service will be required to and from the respective campuses/residences and the clinical services as per the Annexures A, B, and C	
10.	SECTION 10-SERVICE REQUIREMENTS (RESPONSIBILITY OF THE SERVICE PROVIDER)	
10.1	Transport arrangements may only be scheduled between the service provider and the designated transport liaison at the respective Campuses of the WCCN.	
10.2	No student may request or attempt to make transport arrangements with the service provider. Ad - hoc transport requests may only be granted after formal written permission from the respective Heads of Campuses of the WCCN. Ad- Hoc transport includes any of the accredited sites not listed in annexures attached on the attached proposed schedules. The same rate will apply for ad-hoc transport as per Annexures A, B and Annexure C.	
10.3	The service provider will ensure that the fleet is available at the respective geographical areas where the campuses are situated.	
10.4	The service provider shall not bill the WCCN for accommodation of drivers as this fall outside the specifications and ambit of the agreement between the WCCN and the service provider	
10.5	The service provider must provide safe transport with a well-maintained roadworthy fleet.	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	<p>SECTION 10-CONTINUATION SERVICE REQUIREMENTS (RESPONSIBILITY OF THE SERVICE PROVIDER) (CONTINUATION)</p> <p>10.6 The service provider must ensure that no person other than the WCCN students embark the vehicle allocated for the purpose of transport of WCCN students.</p> <p>10.7 The service provider shall ensure all students display their student cards as a role call mechanism when embarking the vehicle.</p> <p>10.8 No students shall be transferred from one vehicle to a next whilst en route to the clinical areas, unless due to the breakdown of a vehicle. Non-compliance with this request may incur penalties.</p> <p>10.9 In the event of a vehicle breakdown where the vehicle cannot be safely operated, another vehicle would be delivered to the driver within 20 to 30 minutes of the breakdown.</p> <p>10.10 The service provider will ensure that students are collected as scheduled with the WCCN.</p> <p>10.11 Ensure that students are dropped off at the clinical services at least ten (10) minutes prior to the commencement of duty i.e. at 06:45 (for hospitals) and 07:45 (for clinics), to ensure that students are on time.</p> <p>10.12 The service provider cannot change the collection points of students without consultation with the WCCN.</p> <p>10.13 The vehicles may not leave the hospitals or clinics without verifying that all students have been collected.</p> <p>10.14 In the event where the service provider has left a student behind in the services, the service provider shall ensure that such a student is collected.</p> <p>10.15 The WCCN may not be billed for such an Ad- hoc transport.</p> <p>10.16 The service provider shall submit invoices to the respective heads of Campuses for verification.</p> <p>10.17 The service provider shall ensure that there are no service interruptions on their side. Where such service interruptions stem from the side of the service provider, the service provider shall not bill the WCCN for the duration of the service interruption.</p> <p>10.18 The Service Provider must be continuously contactable during the service periods via cell-phone and emails.</p> <p>10.19 The successful bidder on duty must be continuously contactable and on call throughout the service periods to receive requests for transport.</p>	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
10.20	<p>SECTION 10-CONTINUATION SERVICE REQUIREMENTS (RESPONSIBILITY OF THE SERVICE PROVIDER) (CONTINUATION)</p> <p>The driver/s must be clearly identifiable by means of a company ID badge that has the drivers photograph and name on it.</p> <p>Availability of all & new driver's licence, ID document, PDP on request.</p> <p>Service Provider to supply the WCCN with documentation as mentioned above in terms of all new driver appointments.</p>	
11	SEE ANNEXURES FOR THE ROUTES AND SCHEDULES FOR THE RESPECTIVE CAMPUSES.	
11.1	Annexure A- Metro Campus	
11.2	Annexure B- Boland Overberg Campus	
11.3	Annexure C- Southern Cape Karoo Nursing	
12	TARIFFS / CHARGES / PAYMENTS	
12.1	<p>A SINGLE RATE WILL APPLY FOR ALL INTER FACILIY TRANSPORTS</p> <p>The following rates are applicable:</p> <ul style="list-style-type: none"> • A single rate will apply for all inter facility transports • A rate per km • Service provider to only invoice WCCN for services rendered • The service provider will bill the WCCN according to the shortest distance as reflected in Annexures attached A, B and C. <p><u>Bidding entity to select the campus for which they are tendering per geographical area as this may be a multiple award.</u></p>	
13.	SECTION 13 - CONTRACT PERIOD	
13.1	<p>This agreement, shall be subject to the conclusion of the contract forms, completed bid document and the General Conditions of Contract, and shall remain in force for three (3) year period and terminate on the last calendar day of the 36 months.</p>	
14.	SECTION 14 - THE BID PROCESS	
	<p>Closing date of bid- <u>Friday 31 MAY 2024 @11:00AM</u></p> <p>Validity of bid 60 working days from closing.</p> <p>Registration as interested party</p> <p>Following the publication of the invitation to bid, the bidders requesting bid documents will be registered as interested parties.</p>	
15.	SECTION 15- INSTRUCTIONS FOR COMPLETING BID DOCUMENTS	
15.1	Please provide all compulsory documents required in the bid invitation in the full name of the bidder.	
15.2	Please include a letter from the bidding entity authorising the signatory of the WCBD1 bid form to submit this bid on behalf of the bidder.	
15.3	Please complete all the documents and forms provided in this bid document and furnish all the requested information.	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
	<p>SECTION 15- INSTRUCTIONS FOR COMPLETING BID DOCUMENTS (CONTINUATION)</p>	
15.4	<p>Please complete the bid response document by stating in the block opposite each subsection whether you will comply or will not comply with the specifications in that subsection. A response of "Noted" will be taken to mean "Comply". Please provide an explanatory note in a separate document with a clear reference to the corresponding paragraph number or beneath each point in the bid document. The numbering in the bid document may not be altered. It will be to your disadvantage if the document is not completed in this way and can lead to the exclusion of your offer if the trend persists throughout your document.</p>	
15.5	<p>If you are unable to comply with a particular requirement or specification, please provide a comment/explanation for not complying.</p>	
15.6	<p>You are permitted to submit testimonials to support your statements of competence and must confirm that these are true and accurate reflections of the service which you intend providing.</p>	
15.7	<p>If additional supporting documents are provided as part of this bid, please give it a document number that is clearly marked on each page of the document. Please provide an index/summary of all supporting documents with your bid response.</p>	
15.8	<p>The absence of evidence required to prove your compliance with the bid specifications will be taken to indicate that you lack the necessary knowledge or capacity to provide the service.</p>	
15.9	<p>Re-typing, pdf or other digital conversions and/or amendment of the original bid document are not allowed and will invalidate your bid response.</p>	
15.10	<p>Response fields that have been left blank intentionally or unintentionally have been marked with a '□□', '×□', or other symbols will be considered non-responsive to the particular question.</p>	
	<p>SECTION 16- Bid clarity</p> <p>(i) The Department reserves the right to request clarifying information from a bidder</p> <p>(ii) Bidders or interested parties may contact the Department to request clarity or additional information to assist their compiling of a bid. The Department will respond via electronic mail, which will be provided to all the interested parties. No one interested party will be provided with any information before any other, to promote the principle of unbiased communication with the parties. Potential bidders may ask for clarification on the Terms of Reference or any of its Annexures prior to bid closing. Any request for clarification must be submitted by email to Shamsonisa Davids (Shamsonisa.Davids@westerncape.gov.za). Clarification responses will be uploaded on e-Tender Portal and its is the responsibility of potential bidders to check responses on clarification questions.</p>	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
17.	SECTION 17- Bid awarding	
17.1	All bids duly lodged shall be taken into consideration and evaluated for compliance, based on the principles set forth in this document.	
17.2	The bids will be evaluated according to the National Treasury Supply Chain legislation and policies, legislation and policies of the Western Cape Provincial Treasury Department and the Western Cape Government Health procurement parameters.	
17.3	The Department will establish a bid evaluation committee to evaluate this bid using a pre-defined set of evaluation criteria. This committee will assess the offer using this document as the basis for the evaluation.	
17.4	Please refer to Evaluation Criteria	
17.5	Treasury Department and the Western Cape Government Health procurement parameters.	
17.6	The Department will establish a bid evaluation committee to evaluate this bid using a pre-defined set of evaluation criteria. This committee will assess the offer using this document as the basis for the evaluation.	
17.7	Please refer to Evaluation Criteria	
17.8	Bidding entity to select the campus for which they are tendering per geographical area as this will be a multiple award.	
18	SECTION 18- Inspections and Audits	
18.1	The Department of Health, its employees, accountants, auditors or any other persons appointed by the Department shall be entitled, on ten days written notice, to inspect and/or audit the training provider's financial records insofar as they relate to the expenditure of funds received under this Agreement.	
18.2	The Department of Health, its employees or any person appointed by the Department shall be entitled, on ten days written notice, to evaluate the Training Provider's theoretical tuition and training that is received by the learners in the learning environment and evaluate the learning within the service platform where the practical training is received by the learners.	
18.3	The Department of Health, its employees or any person appointed by the Department shall be entitled, on ten days written notice, to interview, speak to, or address any of the learners in respect of any issues relating to the training or this Agreement.	
19	SECTION 19 - EVALUATION CRITERIA	
19.1	(i) Phase 1: Compliance with compulsory Western Cape and Central Supplier Databases registration and completion of the bid document . All bidders who comply with Phase 1 will proceed to phase 2. (ii) Phase 2: Compliance with evaluation criteria, as outlined below . All bidders who comply with Phase 2 will proceed to phase 3. (iii) Phase 3: Application of points for price and BEE status in accordance with the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, to determine the highest total points scored by a bidder	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No	
19.2	SECTION 19 - EVALUATION CRITERIA (CONTINUATION) Please complete the documentary proof summary sheet below as evidence of your ability to confirm your compliance criteria. All of the below mention must be valid at the time of bid closing. Proof of application for registration and similar will not be accepted.		
19.3	Bidders who do not submit the entire requested documents below or do not comply with all of the requirements below will be disqualified from further evaluation.		
19.4	Form WCBD1 - Full particulars of the bidding entity		
19.5	Where applicable, any bid submitted by a consortium subcontractor, affiliates or joint venture of two or more firms or persons must be accompanied by a copy of the consortium formation document, sub-contracting or affiliation agreement or joint venture agreement, as applicable, which sets forth the precise responsibilities of each of the parties thereto . Consortia, subcontractors, affiliation and joint venture members are advised that each member will be held jointly and severally liable for the performance of the consortium, subcontractor, affiliates or joint venture in terms of the contract contemplated herein. Where a bid is submitted by a consortium, subcontractor, affiliate or joint venture of two or more firms or person, please ensure that: <ul style="list-style-type: none"> • The joint venture agreement, subcontracting or affiliate agreement or consortium formation document submitted as part of the bid makes it unambiguously clear that the arrangement between the member firms is either a joint venture, a consortium or sub-contractor (as the case may be); and • All standard bidding forms (i.e. WCBD 1, WCBD 4 and WCBD 6.1) are completed in respect of each member firm. • A trust, consortium, subcontractor, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. Failure by a group of member firms to adhere to these requirements shall disqualify the bid submitted by such firms.		
No	Evaluation Criteria	Proof attached (tick where applicable)	
1	Evidence of fleet being roadworthy (to be valid and certified)	Yes	No
2	Evidence of fully licensed fleet (as per specification point 4)	Yes	No
3	Evidence of public liability insurance (as per specification point 7)	Yes	No
4	Evidence of PDP certificates and valid driver's license of drivers employed.	Yes	No
5	Is the bidder registered with the Commissioner for COIDA? Provide documentary evidence (Letter of goods standing) of current valid registration.	Yes	No
6	Proof of certification to transport students per vehicle	Yes	No

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
20	SECTION 20 – OBLIGATION OF THE SERVICE PROVIDER	
20.1	VEHICLE POOL	
20.1.1	Bidders to indicate the Number of Vehicles, that complies with the specifications set, in their employ and available to use for the required service. The database shall include the year model of the vehicle, the make and model of the vehicle, odometer reading at the date of submitting the bid as well as the maximum certified passenger capacity of each vehicle.	
20.1.2	Please note the requirements set in the Specification for the required vehicles.	
20.2	CONTINGENCY MEASURES	
20.2.1	Bidders shall provide a comprehensive Contingency Plan which will clearly address the measures they have in place in case of Vehicle Breakdown, Staff Rotation and Replacements as well as an Emergency Procedure during unforeseen Events.	
20.3	Bidders are required to have a proven track record, for this reason bidders shall list at least three previous staff/learner transportation contracts rendered over the past two years, the list shall include; <ul style="list-style-type: none"> • The Scope of the Service, including number of vehicles and drivers used • The Contract Start and End Date • The Organisation Name to who the contract was rendered to • A contact Name and Number of a Representative at the organisation who can provide reference of the service received. • Non-responsive and/or negative references can be used by the Department to invalidate a bidder's offer. 	
20.4	Bidders shall provide a Quality Inspection Certificate performed by an independent provider, similar to the AA during the Site Visit.	
20.5	Adhere strictly to Health regulations and public transport regulations Disaster Management Act 57 of 2002 Measures to prevent and combat the spread of diseases.	
21	SECTION 21 – OBLIGATION OF THE WESTERN CAPE GOVERNMENT HEALTH	
21.1	The Department shall provide the Service Provider with timely access to information reasonably required by the Service Provider to perform its duties under this agreement.	
22.	SECTION 22– PRICING AND PAYMENT	
22.1	Different pricing structures for various periods during the contract period, which are subject to fluctuation, will not be considered. Bidders wishing to make provision for cost variations during the contract period should bid fixed percentages for various periods, i.e. two tier /year 1 and 2.	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
22.	SECTION 22- PRICING AND PAYMENT (CONTINUATION)	
22.2	No adjustments will be considered, however, before 3 months of the contract period have expired , and after that adjustments will be considered at the utmost three monthly. In the interest of security and expeditious payment, it is the policy of the Department to effect payments by electronic funds transfer (EFT) into a supplier's South African bank account as far as possible. If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the service-provider will be required to furnish the Department with its banking details for the systems in operation (Logis, BAS, Syspro) to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary. On receipt of the invoice and proof of attendance, by the Department in accordance with the agreed procedure, the relevant officials will verify its correctness. If the invoice is correct, the amount due will be payable within 30 calendar days from date of receipt of invoice , subject to any penalty deductions by the Department (credit note to be submitted). If the Department identifies any discrepancies, or if penalties are not reflected correctly or at all, the invoice will be returned to the supplier and the amount due will be payable within thirty calendar days from receipt of the corrected invoice. If a service-provider disputes a penalty amount, the Department will have the right to set-off the penalty amount against any amount/invoice payable to the supplier.	
22.3	Bid prices shall be quoted VAT inclusive.	
22.4	If a successful bidder is not yet a regular participant in Departmental contracts and has not been registered already, the service-provider will be required to furnish the Department with its banking details for the systems in operation (Logis, BAS, Syspro) to be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.	
22.5	On receipt of the invoice and proof of attendance, by the Department in accordance with the agreed procedure, the relevant officials will verify its correctness. If the invoice is correct, the amount due will be payable within 30 calendar days from date of receipt of invoice , subject to any penalty deductions by the Department (credit note to be submitted). If the Department identifies any discrepancies, or if penalties are not reflected correctly or at all, the invoice will be returned to the supplier and the amount due will be payable within thirty calendar days from receipt of the corrected invoice. If a service-provider disputes a penalty amount, the Department will have the right to set-off the penalty amount against any amount/invoice payable to the supplier.	
23.	SECTION 23- NEGOTIATIONS	
23.1	The Department reserves the right to enter into negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding inter alia price revisions, increases and service delivery should it be deemed necessary.	
24.	SECTION 24-PERFORMANCE MONITORING	
24.1	Constant performance monitoring will be conducted to ensure that Contractors meet their contractual obligations and that contracts run with as little disruption as possible. Meetings with Contractors will be called when necessary to discuss contract issues. On a quarterly basis the successful supplier will have to provide Supply Chain Sourcing three (3) monthly invoices for auditing purposes.	

TERMS OF REFERENCE		Comments/Complies/ Does not comply/Yes/No
25. 25.1	<p>SECTION 25-PENALTIES AND PRO RATA DEDUCTIONS</p> <p>Deductions and penalties will be incurred against the Service Provider for specific transgressions and/or non-performance issues identified during the contract period.</p>	
26.	<p>SECTION 26-STANDARD PENALTIES WILL BE IMPOSED AS FOLLOWS:</p> <ul style="list-style-type: none"> • Vehicles not Roadworthy R2000.00 per incident • Reckless/dangerous driving R2000.00 per incident • Non-compliance with vehicle safety checks R2000.00 • Drivers acting on the instruction of Students R2000.00 • Non-compliance with scheduled hours to drop and collect students at clinical services. Late at work Integrated learning sites. R1000.00 • Non-compliance with the passenger load capacity of the vehicle R2000.00 • Non-compliance with Health regulations R2000.00 • Non-compliance with driver's display of company's identity badge R500.00 • Non-compliance with availability of all & new driver's licence, ID document, PDP on request R2000.00 • Penalties will be communicated to the Successful Service Provider and a Credit Note shall be provided before payment is processed by the Department. 	
27. 27.1	<p>SECTION 27 – GENERAL</p> <p>Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. The Western Cape Department of Health reserves the right, in its sole discretion:</p> <p>(i) To amend the bid process, closing date or any other date at its sole discretion,</p> <p>(ii) To cancel the bid or any part of the bid before the bid has been awarded,</p> <p>(iii) Not to accept the lowest or any other bid and to accept the bid which it deems shall be in the best interest of the Department,</p> <p>(iv) Not to award the bid to the highest points or lowest price,</p> <p>(v) To reject all responses submitted and to embark on a new bid process,</p> <p>(vi) To withdraw any services from the bid process,</p> <p>(vii) To terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party;</p> <p>(viii) To extend or expand the contract on written request from the Department.</p>	
27.2	<p>Accordingly, parties have no rights, expressed or implied, with respect to any of the services as a result of their participation in the bid process</p>	

PRICING SCHEDULE (SERVICES)

WCGHSC 0417/2023 RENDERING OF STUDENT TRANSPORT SERVICES FOR WESTERN CAPE COLLEGE OF NURSING, MULTI CAMPUSES (METRO WEST, BOLAND OVERBERG, AND SOUTHERN CAPE KAROO CAMPUSES) FOR THE DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A THREE-YEAR PERIOD.

NAME OF BIDDER.....	BID NUMBER: WCGHSC 0417/2023
CLOSING TIME: 31 MAY 2024 FRIDAY 11:00AM	OFFERS TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM	ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCLUDING VAT	BID PRICE IN SA CURRENCY INCLUDING	BID PRICE IN SA CURRENCY INCLUDING
			Year 1	Year 2	Year 3
1.1	100 - 400	Transport for students undergoing Work Integrated learning in Health Care Facilities. Metro Campus (Metro District): (As per Annexure A)	R per kilometre	R per kilometre	R per kilometre
1.2	100 - 260	Boland Overberg Campus (Cape Winelands District): (As per Annexure B)	R per kilometre	R per kilometre	R per kilometre
1.3	100 – 250	Southern Cape Karoo Campus: (Southern Cape Karoo District): (As per Annexure C)	R..... per kilometre	R..... per kilometre	R..... per kilometre
<p>This award will be made to multiple service-providers. Bidding entity to select the campus for which they are tendering per geographical area as this will be a multiple award.</p> <p>Note: Estimate quantities are subject to change.</p>					

Bid Price should be based on the placement schedule in Annexure A, B and C.

IMPORTANT NOTES: The questionnaire below must be completed in full by replying to each and every question.

- A. Period required for commencement of contract after acceptance of bid
- B. Is offer strictly to specification?
- 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. Are price quoted VAT inclusive?
- G. Are the prices quoted for the service firm for the full contract period?

SPECIAL CONDITIONS OF BID

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

- 1. APPLICATION**
- 1.1 These Special Conditions of Contract ("SCC") are applicable to this bid invited and to be awarded by the Western Cape Government ("WCG").
 - 1.2 By submitting a bid in response to the bid invitation from the WCG, a bidder accepts and agrees to these SCC, as well as the provisions of the General Conditions of Contract for Government Procurement as issued by National Treasury ("GCC"), unless specified otherwise in writing.

- 2. SPECIFIC EXCLUSIONS**
- The following clauses of the GCC are specifically excluded and shall not form part of the contract to be awarded and concluded with the WCG:
- 2.1 Subcontracts – clause 20;
 - 2.2 Penalties – clause 22;
 - 2.3 Settlement of Disputes – clause 27; and
 - 2.4 Limitation of liability – clause 28.

- 3. REPLACEMENT CLAUSES**
- 3.1 *Clause 20 of the GCC is substituted with the following:*

Subcontracts and assignment

- 3.1.1 The Service-provider may not assign, cede, delegate or transfer any of its rights or obligations without the WCG's prior written consent and subject to the relevant WCG procurement prescripts.
- 3.1.2 The Supplier may only sub-contract with the prior written consent of the WCG and subject to the provisions of the Preferential Procurement Policy Framework Regulations, 2011 and other relevant WCG procurement prescripts.

- 3.2 *Clauses 22 and 28 of the GCC are substituted with the following:*

Penalties and Damages

- 3.2.1 The WCG may, in respect of every breach, impose penalties in terms of clause 22 of the GCC (or such other penalties as may be agreed upon), or claim damages *in lieu* of a penalty.
- 3.2.2 The WCG's decision to impose a penalty, or claim damages *in lieu* of a penalty, shall not prevent it from exercising any other rights it may have in law, including, but not limited to, the right to claim specific performance.
- 3.2.3 In the event of cancellation of the contract due to breach, the non-defaulting Party shall be entitled to recover all damages which may be suffered as a result of such breach, or from any liability which the non-defaulting Party may directly or indirectly incur as a result of such breach.
- 3.3 *Clause 27 of the GCC substituted with the following:*

Settlement of Disputes

- 3.3.1 Should a dispute arise between the parties concerning this contract, the parties shall attempt to resolve the dispute by negotiation. As such the aggrieved party must invite the other party in writing to a meeting within 7 (seven) calendar days to endeavour to resolve the dispute as soon as possible.
- 3.3.2 If the dispute is not resolved by such negotiation, the parties will, upon agreement, refer the dispute to mediation and/or arbitration to be conducted as set out further on. If agreement cannot be reached on whether to refer the dispute to mediation or arbitration, or if better suited, a party may institute legal proceedings in a court of competent jurisdiction to resolve the dispute.

Leave arrangements

The Practice takes full responsibility to ensure that continuity of the service is guaranteed and any agreement with a third party will not be binding on the Department.

SPECIAL CONDITIONS OF BID (CONTINUED)

- 3. REPLACEMENT CLAUSES** **Settlement of Disputes**
- 3.3.3 No referral of any dispute for a resolution process will relieve any party from any liability for the due and punctual performance of its responsibilities under the contract.
- 3.3.4 Notwithstanding anything other provisions a party shall be precluded from obtaining interim, interdictory or similar relief from a court of competent jurisdiction.
- 4. PAYMENT**
- 4.1 The WCG will pay the service-provider for the services rendered or goods provided.
- 4.2 Notwithstanding the WCG's right to impose penalties, the WCG may also withhold payment in respect of services not rendered or goods not supplied in accordance with the contract with the supplier.
- 5. INDEMNITY**
- The service-provider indemnifies the WCG against all and any claims which may arise, directly or indirectly, from the rendering of the services or supply of the goods by the supplier and where such claim was caused by the negligence, violation of law or breach of any contractually agreed terms or conditions by the service-provider, its employees, agents or representatives.
- 6. CONFIDENTIALITY AND DISCLOSURE**
- 6.1 The supplier must treat all information and records furnished to it by the WCG, or arising from the execution of the contract, as confidential. The service-provider will not disclose this information to a third party without the WCG's prior written consent.
- 6.2 The WCG may only disclose records of the supplier, including the service-provider's bid response, to a third party in accordance with the provisions of the Promotion of Access to Information Act 2 of 2000.
- 6.3 The supplier will not, without the prior written consent of the WCG, cause any public statement to be made relating to the contract with the WCG.
- 6.4 This clause and its sub-clauses will survive termination of the contract between the parties unless otherwise agreed in writing.
- 7. BREACH**
- 7.1 If a party commits a breach of any of the provisions of the contract the other party may notify the defaulting party of such breach by giving written notice, setting out the breach, and requesting the defaulting party to remedy the breach within, at least, seven calendar days.
- 7.2 In the event that the defaulting party fails to remedy a material breach to the satisfaction of the non-defaulting party, after notice was given in terms of clause 7.1 above, the non-defaulting party may, notwithstanding any other provision of the contract, or rights which the non-defaulting party may have in law, cancel the contract.
- 7.3 A repeated non-material breach of any of the terms and conditions of the contract, and of which notice was given in terms of clause 7.1 above, may also constitute a material breach. In such event the provisions of clause 7.2 above will apply *mutatis mutandis*.
- 7.4 Notwithstanding any other provision of the contract between the parties, the WCG may suspend the contract, or part thereof, without payment, with reasonable written notice to the service-provider, when there is an imminent and serious public safety or environmental risk caused by the rendering of the services.

SPECIAL CONDITIONS OF BID

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

8. WAIVER

- 8.1 No waiver of any of the terms and conditions of the contract will be binding unless agreed to in writing by the party waiving the right, and any such waiver will be limited to the specific instance and for the purpose given.
- 8.2 No failure or delay by either party in exercising any right, power or privilege precludes any other, or further, exercising thereof or the exercising of any other right, power or privilege.
- 8.3 No indulgence, leniency or extension of time which a party ("the Grantor") may grant or show the other party, will in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of the contract

DISPUTE RESOLUTION PROCESSES

MEDIATION

1. Any dispute arising out of or in connection with this contract may be referred by the parties, without legal representation, to a mediator.
2. The dispute shall be heard by the mediator at a place and time to be determined by him or her in consultation with the parties.
3. The mediator shall be selected by agreement between the parties.
4. If agreement cannot be reached upon a particular mediator within five calendar days after the parties have agreed to refer the matter to mediation, then the President for the time being of the Law Society of the Cape of Good Hope shall nominate the mediator within ten calendar days after the parties have failed to agree.
5. The mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.
6. The parties shall have fourteen calendar days within which to finalise their representations. The mediator shall within fourteen calendar days of the receipt of the representations express in writing an opinion on the matter and furnish the parties each with a copy thereof by hand or by registered post.
7. The opinion so expressed by the mediator shall be final and binding upon the parties unless a party is unwilling to accept the opinion expressed by the mediator. In such event, the aggrieved party may institute legal proceedings in a court of competent jurisdiction, unless the parties agree to refer the dispute to arbitration. The expressed opinion of the mediator shall not prejudice the rights of either party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.
8. The cost of mediation shall be determined by the mediator.
9. Liability for such cost shall be apportioned by the mediator and shall be due and payable to the mediator on presentation of his or her written account.

ARBITRATION

1. The Parties may agree to refer any dispute arising out of or in connection with this contract, to arbitration.
2. Arbitration shall be held in Cape Town in accordance with the provisions of the Arbitration Act, No. 42 of 1965, it being intended that, if possible, it shall be held and concluded within fourteen calendar days.
3. Save as otherwise specifically provided herein, the arbitrator shall be if the matter in dispute is:
 - (a) primarily a legal matter, a practising senior advocate of the Cape Bar;
 - (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.

4. If agreement cannot be reached on whether the question in dispute falls under 3(a) or 3(b) above and/or upon a particular arbitrator within seven calendar days after the parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall:
 - (a) determine whether the question in dispute falls under 3(a) or 3(b); and/or
 - (b) within seven calendar days after the parties have failed to agree, appoint an arbitrator from two arbitrators nominated by each party.
5. The arbitrator shall give his or her decision within fourteen calendar days after the completion of the arbitration. The arbitrator may determine that the costs of the arbitration be paid either by one or both parties and at such ratio as deemed appropriate by the arbitrator.
6. The decision of the arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon application by either party.

DECLARATION OF INTERESTS, SERVICE PROVIDERS 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 Service Provider to make this declaration in respect of the details required hereunder.
3. All prospective Service Providers 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.

1. **Definitions**

"bid" means a Service Provider'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;

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

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details. **Corruption**- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly –

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

“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;

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

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31 May 2022

“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;
 - (i) 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 Service Provider or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the Service Provider is employed by the Institution.
9. The bid of any Service Provider may be disregarded if that Service Provider 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 Service Provider if that Service Provider, 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 Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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SECTION A DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons 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.	

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 SERVICE PROVIDER'S INTEREST			
<p>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).</p> <p>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.</p>			
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

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

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

SECTION C: PERFORMANCE MANAGEMENT AND SERVICE PROVIDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective Service Provider 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)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>			NO	YES
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	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 Service Provider 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

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31 May 2022

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

I,hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

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

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

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

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

.....
 SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

.....

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31 May 202

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

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

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

1. DEFINITIONS

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

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

2. GENERAL CONDITIONS

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

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



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

3. ADJUDICATION USING A POINT SYSTEM

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \qquad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\max} = Price of highest acceptable bid

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

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

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

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

7. BID DECLARATION

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

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

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

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor?

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

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

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

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

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

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

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

- The enterprise is _____ % Black owned;
- The enterprise is _____ % Black woman owned;
- Based on management accounts and other information available for the _____ financial year, the income did not exceed R30 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r (e) as amended (select one) _____ of **the dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box.**

100% Black owned	Level One (133% B-BBEE procurement recognition)
More than 31% Black owned	Level Two (123% B-BBEE procurement recognition)
(a) At least 23% 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 13%.	(b) At least 30% 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 23% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operational or financial capacity.
(e) At least 83% 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

SPECIAL CONDITIONS OF BID

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

- 1. APPLICATION**
- 1.1 These Special Conditions of Contract ("SCC") are applicable to this bid invited and to be awarded by the Western Cape Government ("WCG").
 - 1.2 By submitting a bid in response to the bid invitation from the WCG, a bidder accepts and agrees to these SCC, as well as the provisions of the General Conditions of Contract for Government Procurement as issued by National Treasury ("GCC"), unless specified otherwise in writing.
- 2. SPECIFIC EXCLUSIONS**
- The following clauses of the GCC are specifically excluded and shall not form part of the contract to be awarded and concluded with the WCG:
- 2.1 Subcontracts – clause 20;
 - 2.2 Penalties – clause 22;
 - 2.3 Settlement of Disputes – clause 27; and
 - 2.4 Limitation of liability – clause 28.
- 3. REPLACEMENT CLAUSES**
- 3.1 *Clause 20 of the GCC is substituted with the following:*
Subcontracts and assignment
 - 3.1.1 The Service-provider may not assign, cede, delegate or transfer any of its rights or obligations without the WCG's prior written consent and subject to the relevant WCG procurement prescripts.
 - 3.1.2 The Supplier may only sub-contract with the prior written consent of the WCG and subject to the provisions of the Preferential Procurement Policy Framework Regulations, 2011 and other relevant WCG procurement prescripts.
 - 3.2 *Clauses 22 and 28 of the GCC are substituted with the following:*
Penalties and Damages
 - 3.2.1 The WCG may, in respect of every breach, impose penalties in terms of clause 22 of the GCC (or such other penalties as may be agreed upon), or claim damages *in lieu* of a penalty.
 - 3.2.2 The WCG's decision to impose a penalty, or claim damages *in lieu* of a penalty, shall not prevent it from exercising any other rights it may have in law, including, but not limited to, the right to claim specific performance.
 - 3.2.3 In the event of cancellation of the contract due to breach, the non-defaulting Party shall be entitled to recover all damages which may be suffered as a result of such breach, or from any liability which the non-defaulting Party may directly or indirectly incur as a result of such breach.
 - 3.3 *Clause 27 of the GCC substituted with the following:*
Settlement of Disputes
 - 3.3.1 Should a dispute arise between the parties concerning this contract, the parties shall attempt to resolve the dispute by negotiation. As such the aggrieved party must invite the other party in writing to a meeting within 7 (seven) calendar days to endeavour to resolve the dispute as soon as possible.
 - 3.3.2 If the dispute is not resolved by such negotiation, the parties will, upon agreement, refer the dispute to mediation and/or arbitration to be conducted as set out further on. If agreement cannot be reached on whether to refer the dispute to mediation or arbitration, or if better suited, a party may institute legal proceedings in a court of competent jurisdiction to resolve the dispute.

SPECIAL CONDITIONS OF BID (CONTINUED)

3. REPLACEMENT CLAUSES

Settlement of Disputes

- 3.3.3 No referral of any dispute for a resolution process will relieve any party from any liability for the due and punctual performance of its responsibilities under the contract.
- 3.3.4 Notwithstanding anything other provisions a party shall be precluded from obtaining interim, interdictory or similar relief from a court of competent jurisdiction.

4. PAYMENT

- 4.1 The WCG will pay the service-provider for the services rendered or goods provided.
- 4.2 Notwithstanding the WCG's right to impose penalties, the WCG may also withhold payment in respect of services not rendered or goods not supplied in accordance with the contract with the supplier.

5. INDEMNITY

The service-provider indemnifies the WCG against all and any claims which may arise, directly or indirectly, from the rendering of the services or supply of the goods by the supplier and where such claim was caused by the negligence, violation of law or breach of any contractually agreed terms or conditions by the service-provider, its employees, agents or representatives.

6. CONFIDENTIALITY AND DISCLOSURE

- 6.1 The supplier must treat all information and records furnished to it by the WCG, or arising from the execution of the contract, as confidential. The service-provider will not disclose this information to a third party without the WCG's prior written consent.
- 6.2 The WCG may only disclose records of the supplier, including the service-provider's bid response, to a third party in accordance with the provisions of the Promotion of Access to Information Act 2 of 2000.
- 6.3 The supplier will not, without the prior written consent of the WCG, cause any public statement to be made relating to the contract with the WCG.
- 6.4 This clause and its sub-clauses will survive termination of the contract between the parties unless otherwise agreed in writing.

7. BREACH

- 7.1 If a party commits a breach of any of the provisions of the contract the other party may notify the defaulting party of such breach by giving written notice, setting out the breach, and requesting the defaulting party to remedy the breach within, at least, seven calendar days.
- 7.2 In the event that the defaulting party fails to remedy a material breach to the satisfaction of the non-defaulting party, after notice was given in terms of clause 7.1 above, the non-defaulting party may, notwithstanding any other provision of the contract, or rights which the non-defaulting party may have in law, cancel the contract.
- 7.3 A repeated non-material breach of any of the terms and conditions of the contract, and of which notice was given in terms of clause 7.1 above, may also constitute a material breach. In such event the provisions of clause 7.2 above will apply *mutatis mutandis*.
- 7.4 Notwithstanding any other provision of the contract between the parties, the WCG may suspend the contract, or part thereof, without payment, with reasonable written notice to the service-provider, when there is an imminent and serious public safety or environmental risk caused by the rendering of the services.

SPECIAL CONDITIONS OF BID

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

8. WAIVER

- 8.1 No waiver of any of the terms and conditions of the contract will be binding unless agreed to in writing by the party waiving the right, and any such waiver will be limited to the specific instance and for the purpose given.
- 8.2 No failure or delay by either party in exercising any right, power or privilege precludes any other, or further, exercising thereof or the exercising of any other right, power or privilege.
- 8.3 No indulgence, leniency or extension of time which a party ("the Grantor") may grant or show the other party, will in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of the contract

DISPUTE RESOLUTION PROCESSES

MEDIATION

1. Any dispute arising out of or in connection with this contract may be referred by the parties, without legal representation, to a mediator.
2. The dispute shall be heard by the mediator at a place and time to be determined by him or her in consultation with the parties.
3. The mediator shall be selected by agreement between the parties.
4. If agreement cannot be reached upon a particular mediator within five calendar days after the parties have agreed to refer the matter to mediation, then the President for the time being of the Law Society of the Cape of Good Hope shall nominate the mediator within ten calendar days after the parties have failed to agree.
5. The mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.
6. The parties shall have fourteen calendar days within which to finalise their representations. The mediator shall within fourteen calendar days of the receipt of the representations express in writing an opinion on the matter and furnish the parties each with a copy thereof by hand or by registered post.
7. The opinion so expressed by the mediator shall be final and binding upon the parties unless a party is unwilling to accept the opinion expressed by the mediator. In such event, the aggrieved party may institute legal proceedings in a court of competent jurisdiction, unless the parties agree to refer the dispute to arbitration. The expressed opinion of the mediator shall not prejudice the rights of either party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.
8. The cost of mediation shall be determined by the mediator.
9. Liability for such cost shall be apportioned by the mediator and shall be due and payable to the mediator on presentation of his or her written account.

ARBITRATION

1. The Parties may agree to refer any dispute arising out of or in connection with this contract, to arbitration.
2. Arbitration shall be held in Cape Town in accordance with the provisions of the Arbitration Act, No. 42 of 1965, it being intended that, if possible, it shall be held and concluded within fourteen calendar days.
3. Save as otherwise specifically provided herein, the arbitrator shall be if the matter in dispute is:
 - (a) primarily a legal matter, a practising senior advocate of the Cape Bar;
 - (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.

4. If agreement cannot be reached on whether the question in dispute falls under 3(a) or 3(b) above and/or upon a particular arbitrator within seven calendar days after the parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall:
 - (a) determine whether the question in dispute falls under 3(a) or 3(b); and/or
 - (b) within seven calendar days after the parties have failed to agree, appoint an arbitrator from two arbitrators nominated by each party.
5. The arbitrator shall give his or her decision within fourteen calendar days after the completion of the arbitration. The arbitrator may determine that the costs of the arbitration be paid either by one or both parties and at such ratio as deemed appropriate by the arbitrator.
6. The decision of the arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon application by either party.

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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:

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

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

Js General Conditions of Contract (revised July 2010)

**APPROVED CLINICAL FACILITIES: 3 Year Transport Contract**

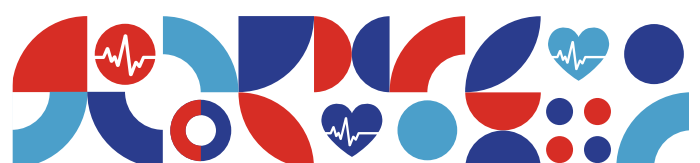
List of clinical facilities that we can use during this period:

HOSPITALS:**Public Hospitals**

Facility	Distance traveled from Metro Campus (Heideveld) in km
Stellenbosch Hospital	39
Eerste River Hospital	21.3
Groote Schuur Hospital	11.8
Helderberg Hospital	34.6
Karl Bremer Hospital	14
Khayelitsha Hospital	20.2
Mitchells Plain District Hospital	13.4
Mowbray Maternity	19.4
New Somerset Hospital	19
Red Cross War Memorial Children's Hospital	6.7
Tygerberg Hospital	12.1
Victoria Hospital	20.5
Western Cape Rehab Centre	14.9

Psychiatric Hospitals

Facility	Distance traveled in km
Alexandra Hospital	11.5
Valkenberg Hospital	11.5
Lentegeur Psychiatric Hospital	13.5
Stikland Hospital	16.4



COMMUNITY HEALTH CENTER (CHC)

Facility	Distance traveled in km
Bridgton	20.8
Bishop Lavis	5.4
Cross Roads	5.9
Kraaifontein	31.6
Lady Michaelis	14.4
Macassar	27.7
Nolungile	13.9
Reed Street	13.2
Retreat	18.1
Robbie Nurock	15.9
Strand	35.5
TC Newman	63.1
Woodstock	14

Metro City of Cape Town Clinics (COCs)

Facility	Distance traveled
Adriaane clinic	14.2
Albow Gardens	14.9
Bloekombos	35.9
Blue Downs	17.4
Bothasig	16.7
Brighton	31.5
Brackenfell	26.1
Chapel Street	14.6
Claremont	10.4
Crossroads	7.1
Delft South	10.5
Diep River	16.9
Dirkie Uys	8.8
Durbanville	32.7
Eastridge	16.4
Elsies River	6.7
Factreton	11.1
Fish Hoek	29.8
Gugulethu	3.5
Gordon's Bay	43.7
Grassy Park	13.7
Greenpoint	19.5
Hanover Park	6
Heideveld	0.750
Houtbay	27.7
Ikhwezi	36.3
Inzamu Zabantu	6.8
Kassels Vlei	12.5
Klip Clinic – Grassy Park	13.3
Khayelitsha Site B	15.7

Klip Road	12.2
Kuyasa	20.8
Langa	6.7
Lansdowne	6.6
Lavender Hill	19
Lentegeur	14.5
Luvuyo	21.7
Maitland	12.5
Manenberg	3.3
Mfuleni	16.8
Michael Mapongwana	19.6
Mitchells Plain	16.4
Muizenberg	23.9
Mzamomhle clinic	7.8
Netreg	4.4
Nolungile	14.6
Parkwood	14.7
Ravensmead	9.9
Rocklands	15.5
Russels Rest	21.5
Ruyterwacht	7.6
Sarepta	22.3
Scottsdene	31.6
Silverton	2.6
Somerset West	33.1
Spencer Road	12.8
Strand	35.1
Strandfontein	19.5
Tafelsig	18
Vanguard	4.5
Victoria Street	33.2
Vuyani	2.3
Wesbank	15
Westlake	28.8
Westridge	14.5
Wynberg	11.9
Zakhele	16.7

Community District Clinics (CDC)

Facility	Distance traveled in km
Bellville South/Kasselsvlei	12.5
Dr Abduraghaman	4.2
Greenpoint	19.5
Inzamu Zabantu	6.8
Kensington	11.9
Macassar	11.9

Clinics

Facility	Distance traveled
Aan-Het-Pad	38.4
Cape Town Civic Centre	14.3

Cloetesville	38.8
Delft	9.7
Gustrow	39.8
Idas Valley	41.1
Kayamandi	71.6
Kleinvele	20.4
Gugulethu	3.5
Hanover Park	6
Masiphumelele	42.2
New Symphony	10.5
Northpine	30.3
Parow	11.5

OLD AGED HOMES

Facility	Distance traveled
Anchusa Care Centre	22.4
Avondrust	12.5
Erica Place	3.5
Lotus River Place	17.4
Nerina Place	5.5
Riverside Place	15.7
Trainon Care Centre	16.2
Pinelands Place	11.8
Pinelands Grove	11.8
Manor Care Centre, Pinelands	11.7
Kronendal Care Centre, Hout Bay	30.1
Fairmead, Rondebosch	12.8
Constantia Place, Southern Cross Drive	16.9

Environmental Placements/Visits

Industries within the Cape Metropole area (radius within a 35 km radius of Cape Metropole)

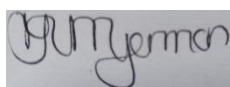
Estimate student numbers at Metro Campus over the 3 year contract period:

YEAR ONE: 310

YEAR TWO: 390

YEAR THREE: 440

Yours sincerely



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Dr YN Magerman

HEAD OF CAMPUS: METRO



WCCN: Boland/Overberg Campus

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APPROVED CLINICAL FACILITIES: 3 Year Transport Contract

List of clinical facilities that we can use during this period:

HOSPITALS:

- Paarl Hospital – 58 km
- Ceres Hospital – 54 km
- Swartland Hospital – 112 km
- Worcester Hospital (Students are walking, adhoc request can occur) – 950 m

CLINICS:

- De Doorns – 33 km
- Empilisweni – 5.2 km
- Mbekweni – 61 km or 8.2 km
- Mbekweni Clinic – 61 km or 8.2 km
- Nduli – 57 km
- Patriot Plein – 57 km or 1,2 km
- Rawsonville – 18 km
- Cloetesville – 81 km or 32 km
- Dalevale – 56 km or 4.7 km
- Huis Macrone – 64 km or 12 km
- Klapmuts – 67 km or 18 km
- Avian Park – 3,9 km

COMMUNITY HEALTH CENTRES (CHC):

- TC Newman CHC – 54 km or 2.8 km
- Worcester CHC (Students are walking, adhoc request can occur) – 1 km
- Worcester CHC sattelitte clinics within 10 km raduis
- Ceres CHC – 53 km
- Wellington CDC – 61 km

OLD AGE HOMES:

- Nuwerus – 1 km
- Andries Hamman Tehuis – 1.4 km
- Awendrus – 1 km
- Huis Brevis – 2.2 km
- Huis Lafras Moolman – 19 km
- Huis Mimosa – 32 km
- Huis Mostertshoek – 43 km
- Huis Ebenhaezer – 1.8 km
- Huis le Roux – 47 km
- Huis Disa – 59 km
- Maudie Kriel – 53 km
- Huis Andries Hamman - 1.5 km

Environmental Placements

- Industries in Worcester (within a 20 km radius of Worcester)

Estimate student numbers at Boland Campus over the 3 year contract period

- Year one: 230
- Year two: 230
- Year three: 230

Kind regards

Ms. Liesl Strauss
Head of Campus/Overberg Nursing Campus
Western Cape College of Nursing
20 March 2024



25 March 2024

APPROVED CLINICAL FACILITIES: 3 Year Transport Contract

PLEASE NOTE: Only facilities that official transport is used for is listed on this document!

List of clinical facilities used by SCKNC during this period:

HOSPITALS:

- George Hospital – 850 m

COMMUNITY HEALTH CENTRES:

- Pacaltsdorp – 8 km
- Thembalethu – 8 km
- Conville – 4.3 km

CLINICS:

- Blanco – 2.2 km
- Centrum – 500 m
- Kuyasa – 5.7 km
- Lawaaiikamp – 5.5 km
- Parkdene – 6.6 km
- Rosemore – 5.1 km

FRAIL CARE CENTRES:

- Jura Care Village – 12.5 km
- Blue Mountain – 6.7 km
- Rosemore – 5.1 km
- Teniqua – 4.4 km

PALLIATIVE CARE:

- Bethesda Hospice – 4.4 km

SPECIAL NEEDS:

- Carpe Diem – 3 km
- Up with Downs – 2.5 km

Environmental Placements:

- Industries in George (within a 20 km radius of George)

Estimate student numbers at George campus over the 3-year contract period:

- Year 1: 150 students
- Year 2: 150 students
- Year 3: 150 students

Distance of residences from campus:

- Blue Whale: 13 km
- Maitland Street: 6 km
- Ambleside: 6.3 km

Please note that ad hoc request can occur.

Kind regards



Mrs. Esmarie Wiese

**Acting Head of Campus / South Cape Karoo Nursing Campus – George
Western Cape College of Nursing**