



Western Cape  
Government

Health

FOR YOU

SUPPLY CHAIN MANAGEMENT –

GROOTE SCHUUR HOSPITAL

REFERENCE: GSHPT47/2023

ENQUIRIES: C. M. ADRIAANSE

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COVER LETTER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF GROOTE SCHUUR HOSPITAL,  
DEPARTMENT OF HEALTH WESTERN CAPE GOVERNMENT

**BID NUMBER: GSHPT47/2023      CLOSING DATE: 25 OCTOBER 2023      CLOSING TIME: 11H00**

THE PROVISION OF GENERAL STAFF WORKERS FOR THE CATERING DEPARTMENT AT GROOTE SCHUUR HOSPITAL, INCLUSIVE BUT NOT LIMITED TO CLEANING, PLATING, PLATE WASH AND DISTRIBUTION SERVICES OF FOOD OVER A THREE (3) YEAR PERIOD, WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) YEARS, SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT.

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

BID DOCUMENTS MAY BE POSTED  
TO:

CECILIA ADRIAANSE, PROCUREMENT (BID  
OFFICE), FIRST FLOOR F46, ROOM 53, OLD MAIN  
BUILDING, GROOTE SCHUUR HOSPITAL,  
OBSERVATORY 7925

OR

DEPOSITED IN THE **BID BOX** SITUATED IN: **THE FOYER, MAIN ENTRANCE, OLD MAIN BUILDING,  
GROOTE SCHUUR HOSPITAL, OBSERVATORY 7925**

**Please note the following important information and requirements:**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Should uncertainty exist regarding the location of the Institution's bid box, bidders are advised to refrain from soliciting the advice of the Security Personnel on duty and to rather contact Cecilia Adriaanse (Tel: 021 404 4221) for assistance. No names of bidders or prices will be read out at the time of closing. The bid box is generally open 24 hours a day, 7 days a week.

All bids must be submitted on the official forms – (not to be re-typed) and only **originally signed documents** will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects, will invalidate the bid.**

All bids must be accompanied by a letter signed by the bidder authorizing the Institution, in name, instead of the bidder, to confirm with third parties the accuracy of any information submitted as part of this bid.

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Bidder to indicate which other currently pending bids issued by the Institution it has applied for, and which bids, if any, have been awarded to it in the past. If bidders have previously submitted offers for other bids or are at the same time bidding in relation to the supply of other goods/services, the Institution reserves the right to compare the respective bid documentation and information provided by the bidder.

This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **The 80:20 Points System shall be applicable to bids up to R50 000 000 and the 90:10 Points System to bids over R50 000 000. The lowest acceptable tender will be used to determine the preference point system.**

**All Bidders must be **duly** registered on the Central Supplier Database (CSD) at the time of bid closing.**

	<b>CENTRAL SUPPLIER DATABASE</b>
<b>Self-registration</b>	<a href="http://www.csd.gov.za">www.csd.gov.za</a> (self-registration only)
<b>Contact email</b>	SCMeProcurement.DOH@westerncape.gov.za
<b>Contact telephone</b>	021 483 0582

**In instances where a bidder’s tax compliance status becomes non-compliant during evaluation and before award, the recommended bidder/s will be afforded 7 working days to confirm tax compliance in order for the bid to be considered.**

**Only the B-BBEE status reflected on form WCBD 6.1 in their bid document will apply to the evaluation of the relevant formal bids and not their B-BBEE status on the CSD. Bidders are further required to complete the attached form WCBD 4. All other mandatory documents held on CSD will be accepted by Western Cape Government Health (WCGH) for the consideration of formal bids.”**

Bidders must be **duly registered** on CSD at closing of the award.

**\*\* “duly registered”** means that a supplier is registered on the CSD by means of valid mandatory registration documents, including TCC or other documentation confirming the bidder’s tax compliance status at the time of the award and WCBD4. If these documents have expired, such supplier will be suspended on the WCSEB.

Bidders need to submit bid documents **under the same name as per the site meeting attendance register and/or as per the bid register** they obtain the bid documents. Bid documents will not be evaluated if there is a discrepancy in the company name.

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

BID GSHPT47/2023: FOR THE PROVISION OF GENERAL STAFF WORKERS FOR THE CATERING DEPARTMENT AT GROOTE SCHUUR HOSPITAL, INCLUSIVE BUT NOT LIMITED TO CLEANING, PLATING, PLATE WASH AND DISTRIBUTION SERVICES OF FOOD OVER A THREE (3) YEAR PERIOD, WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) YEARS, SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT.

The following completed bid documents are the documents required in your bid and can be submitted to this office in the order as suggested:

- Special Conditions
- WCBD 1 – The Bid. (FAILURE TO COMPLETE AND SIGN PART A & PART B FORMS WILL INVALIDATE YOUR BID.)
- WCBD 3.1 - Specification/your schedule of offers
- WCBD 4 – Declaration of interest
- WCBD 5 – National Industrial Participation Programme
- Amended WCBD6.1 – form to claim points as BEE contributor
- Sworn Affidavit – BBBEE Qualifying Small Enterprise
- Supplier’s checklist
- BBBEE Certificate (valid original or certified copy)

Please refer all bid enquiries to the following officials:

- Cecilia Adriaanse at telephone number (021) 404-4221 or e-mail at [Cecilia.Adriaanse@westerncape.gov.za](mailto:Cecilia.Adriaanse@westerncape.gov.za)

Please refer all specification enquiries to the following official:

- Armanda Van Schalkwyk at telephone number (021) 404-4042 or e-mail at [Armanda.VanSchalkwyk@westerncape.gov.za](mailto:Armanda.VanSchalkwyk@westerncape.gov.za)

  
~~DEPUTY~~ DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE: 7/9/23

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**WCBD 1**

**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 DEPARTMENT OF HEALTH – GROOTE SCHUUR HOSPITAL**

BID NUMBER:	<b>GSHPT47/2023</b>	CLOSING DATE:	<b>25<sup>TH</sup> OCTOBER 2023</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	<b>THE PROVISION OF GENERAL STAFF WORKERS FOR THE CATERING DEPARTMENT AT GROOTE SCHUUR HOSPITAL, INCLUSIVE BUT NOT LIMITED TO CLEANING, PLATING, PLATE WASH AND DISTRIBUTION SERVICES OF FOOD OVER A THREE (3) YEAR PERIOD, WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) YEARS, SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE FOYER, ENTRANCE 5, OLD MAIN BUILDING, GROOTE SCHUUR HOSPITAL.</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>CECILIA ADRIAANSE</b>	CONTACT PERSON	<b>ARMANDA VAN SCHALKWYK</b>		
TELEPHONE NO	<b>021 404 4221</b>	TELEPHONE NO	<b>021 404 4042</b>		
FACSIMILE NO	<b>N/A</b>	FACSIMILE NO	<b>N/A</b>		
E-MAIL ADDRESS	<b>Cecilia.Adriaanse@westerncape.gov.za</b>	E-MAIL ADDRESS	<b>Armanda.VanSchalkwyk@westerncape.gov.za</b>		

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**BID GSHT47/2023: FOR THE PROVISION OF GENERAL STAFF WORKERS FOR THE CATERING DEPARTMENT AT GROOTE SCHUUR HOSPITAL, INCLUSIVE BUT NOT LIMITED TO CLEANING, PLATING, PLATE WASH AND DISTRIBUTION SERVICES OF FOOD OVER A THREE (3) YEAR PERIOD, WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) YEARS, SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT.**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN.		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

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BID GSHPT47/2023: FOR THE PROVISION OF GENERAL STAFF WORKERS FOR THE CATERING DEPARTMENT AT GROOTE SCHUUR HOSPITAL, INCLUSIVE BUT NOT LIMITED TO CLEANING, PLATING, PLATE WASH AND DISTRIBUTION SERVICES OF FOOD OVER A THREE (3) YEAR PERIOD, WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) YEARS, SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT.

**[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]**

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

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?       YES    NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA?       YES    NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?       YES    NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?       YES    NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       YES    NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 BELOW.**

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**BID GSHPT47/2023: FOR THE PROVISION OF GENERAL STAFF WORKERS FOR THE CATERING DEPARTMENT AT GROOTE SCHUUR HOSPITAL, INCLUSIVE BUT NOT LIMITED TO CLEANING, PLATING, PLATE WASH AND DISTRIBUTION SERVICES OF FOOD OVER A THREE (3) YEAR PERIOD, WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) YEARS, SUBJECT TO SUPPLIER PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT.**

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

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**IMPORTANT NOTICE TO BIDDER/S:**

**COMPULSORY BRIEFING SESSION FOR GSHPT47/2023 FOR:**

**THE PROVISION OF GENERAL STAFF WORKERS FOR THE CATERING DEPARTMENT AT GROOTE SCHUUR HOSPITAL, INCLUSIVE BUT NOT LIMITED TO CLEANING, PLATING, PLATE WASH AND DISTRIBUTION SERVICES OF FOOD OVER A THREE (3) YEAR PERIOD, WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) YEARS, SUBJECT TO PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT.**

DATE : 11<sup>TH</sup> OCTOBER 2023

TIME : 11H00

VENUE : BIG BENNIE DE WET LECTURE THEATRE, ROOM E49-22, E-FLOOR, OLD MAIN BUILDING, GROOTE SCHUUR HOSPITAL, ANZIO ROAD, OBSERVATORY 7925

BIDDERS TO NOTE : TO AVOID DELAYS IN THE COMMENCEMENT OF THE BRIEFING SESSION, BIDDERS ARE REQUESTED TO ARRIVE AT THE VENUE BEFORE 10H15 TO COMPLETE THE ATTENDANCE REGISTER.

REGISTRATION COMMENCES

FROM : 10H15

NOTE : NO LATE BIDDERS WILL BE ALLOWED TO ENTER THE VENUE AFTER 11H00, AS THE DOORS WILL BE CLOSED.

IT IS IMPORTANT TO NOTE THAT PROSPECTIVE BIDDERS MUST BE PUNCTUAL.

ENQUIRIES CAN BE DIRECTED TO OUR BID OFFICE AT THE NUMBER PROVIDED ON THE COVER PAGE.

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## **SECTION A: BIDDER INFORMATION**

### **PART 1: DEFINITIONS**

#### **1 DEFINITIONS**

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

The organisation or individual providing contracted cleaning services.

##### **1.2 User/Department**

The authority, retaining a contractor to carry out General Worker functions, in accordance with an agreed contract in the Food Services Department.

##### **1.3 Contract and Conditions**

###### **1.3.1 Contract**

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

###### **1.3.2 Conditions**

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

##### **1.4 Bid**

A written offer, in prescribed format, to provide a General Worker service to the User.

###### **1.4.1 Bidder**

The organisation or individual completing and submitting the bid.

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

An operational document detailing the specific duties to be performed and conditions to be met in terms of the contract. (Standard Operating Procedure)

##### **1.6 Line Supervisor (Similar or equivalent to GSH Housekeeper)**

The person designated to manage the General Worker on site, to make sure replacement is done swiftly and to report any variations in the staff on duty to the Contract Manager. This person must be physically fit and able to walk long distances within the hospital and other related areas.

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**1.7 Contract Manager**

Ensure that the Supplier comply with all the conditions in the said contract. Work in conjunction with the Line Supervisor of the Service Provider. Ensuring that they have what they need as per said Tender.

**1.8 Co-ordinator**

The representative of the User.

**1.9 Check call**

Routine communication to verify the location and status of the General Workers on duty and to report any deviations from contract conditions.

**1.10 General Worker**

A person employed by a contractor (Service Provider) to carry out various functions but not limited to cleaning, distribution and other related functions of catering aid duties.

**1.11 Cleaning**

Is the removal of unwanted matter.

**1.12 Specification**

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

**1.13 Post/Service/Point of Duty**

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

**1.14 Status Quo**

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

**1.15 General Conditions of Contract**

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

**1.16 May**

Indicates the existence of an option.

**1.17 Shall/Must**

Indicates that a statement is mandatory.

**1.18 Should**

Indicates recommendations.

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**1.19 Interpretations**

- 1.19.1 Words referring to the singular also include the plural and vice versa where the context so requires.
- 1.19.2 Any gender includes the other.
- 1.19.3 Reference to person(s) includes all entities (i.e. corporations, associations, partnerships, close corporations, government or local authorities, and other legal entities and natural persons).

**1.20 Mandatory**

Refers to a legal requirement.

**2. GENERAL**

Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of, or against, the Department of Health. **GROOTE SCHUUR HOSPITAL reserves the right**, in its sole discretion:

- 2.1 To withdraw any services from the bid process, 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; 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'
- 2.2 To amend the bid process, closing date or any other date at its sole discretion,
- 2.3 To cancel the bid or any part of the bid before the bid has been awarded,
- 2.4 Not to accept the lowest or any other bid and to accept the bid which it deems to be in the best interest of **GROOTE SCHUUR HOSPITAL**.
- 2.5 Not to award the bid to the highest points or lowest price,
- 2.6 To reject all responses submitted and to embark on a new bid process.

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**PART 2: SPECIAL CONDITIONS OF CONTRACT**

	<b>BIDDERS RESPONSE</b> COMPLY OR DO NOT COMPLY A tick (☐) is not acceptable
<p>1.1 <b><u>Liability</u></b></p> <p>1.1.1 The contractor shall at all times be responsible for the acts and omissions, e.g., death, injury, assault, unlawful unrest, etc. of his employees when they provide any services to the Provincial Government in terms of the bid and act within the course and scope of these duties and employment.</p> <p>1.1.2 The contractor indemnifies and holds the Provincial Government blameless against the damage to property and loss of property of the Provincial Government and any third party that may be involved.</p>	
<p>1.1.3 <b><u>Important</u></b></p> <p>1.1.3.1 The successful bidder <b>must</b> obtain Public Liability Insurance at his own cost commensurate with the risks to which he is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or his staff may be responsible. <b>This information must be submitted by the bidder at bid closure. Failure to do so will invalidate the offer.</b></p> <p>1.1.3.2 Proof of validity of the public liability insurance cover must be submitted to the User Department, on a monthly basis.</p> <p>1.1.3.3 The contractor shall supply an adequate labour force as per the attached schedule B in order to render a service of a standard acceptable to the client and ensure that all staff are immunized against Hepatitis B. It is a condition of this bid that the successful bidder must submit, on commencement of service, proof that all staff to be deployed on site have started their first doses of vaccine. The first doses of vaccination must be done two weeks prior to the commencement of the contract.</p> <p>1.1.3.4 The successful bidder must adhere to ALL relevant highly infectious diseases. All relevant Personal Protective Clothing to be provided by Groote Schuur Hospital. Furthermore, the bidder's staff will be expected to work in highly infectious areas.</p>	

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	<b>BIDDERS RESPONSE</b> COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable
<p>1.2     <b><u>Advertising and Trading</u></b></p> <p>1.2.1   Neither the successful bidder nor his staff shall be entitled to offer any article for sale, sell any article or distribute any article free of charge on the site.</p>	
<p>1.3     <b><u>Replacement/relieving of Staff</u></b></p> <p>1.3.1   The contractor shall make use only of his own site-trained cleaners in accordance with the specifications described in this bid.</p> <p>1.3.2   No other person shall at any time replace or relieve any of the contractor’s employees. Should any problems arise, the contractor must immediately discuss the matter with the User.</p>	
<p>1.4     <b><u>Changes to Bidders Operational Status</u></b></p> <p>1.4.1   As the bid is awarded on the information provided/available at the time, the successful bidder must maintain the status quo for the contract period. Should any deviation or changes occur, the successful bidder must advise the Department accordingly.</p> <p>1.4.2   Material deviations from the position as it was at the time of awarding the bid may result in the Department having to apply remedial action.</p>	
<p>1.5     <b><u>Service Level Agreement</u></b></p> <p>A service level agreement will be entered into with the successful bidder. All Standard Operating Procedures must be adhered to.</p>	
<p>1.6     <b><u>Contract period</u></b></p> <p>The contract period is for thirty-six months (36) with an option to extend for an additional two (2) years, subject to performance and departmental prescripts, at the sole discretion of the department.</p>	

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		BIDDERS RESPONSE COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable																
1.7	<b><u>Permanent reduction or increase in scope of service.</u></b>																	
1.7.1	The Hospital reserves the right to permanently decrease the number of cleaners by giving the service provider three (3) months (90 days) written notice of its intention to do so.																	
1.7.2	The reduced price shall be negotiated with the service provider and shall be calculated on a proportional basis.																	
1.7.3	Similarly the Hospital reserves the right to permanently increase the number of General Workers.																	
1.7.4	The increased price shall be negotiated with the service provider and shall be calculated on a proportional basis.																	
1.8	<b><u>Penalties and pro rata deductions</u></b>																	
1.8.1	Deductions and penalties will be incurred against the service provider for every hour for work not performed according to the Bid specification and conditions. (Part of an hour will be regarded as a full hour.)																	
1.8.2	The Service Provider will be penalized, and pro rata deductions will be made for not adhering to Bid specifications and conditions of the contract.																	
1.8.3	Miscellaneous penalties: <b>(Bidders must please take note of this clause as it has a financial implication on the successful bidder when penalties are issued).</b>																	
	<table border="1"> <thead> <tr> <th>Transgression</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Late postings and late coming per person (½ hour after schedule time)</td> <td>0.05% of the total of monthly invoice per person</td> </tr> <tr> <td>Postings more than 2 hours after scheduled time</td> <td>0.08% of the total of monthly invoice per person</td> </tr> <tr> <td>Failure to post a person per day</td> <td>0.1% of the total of monthly invoice per person</td> </tr> <tr> <td>Sleeping on duty</td> <td>0.1% of the total of monthly invoice per occurrence</td> </tr> <tr> <td>Failure to wear and display identity cards</td> <td>0.05% of the total of monthly invoice per occurrence</td> </tr> <tr> <td>Failure to adhere to dress code and/or wearing of PPE i.e. mask, etc.</td> <td>0.025% of the total of monthly invoice per occurrence</td> </tr> <tr> <td>Absent from point of duty without permission</td> <td>0.08% of the total of monthly invoice per occurrence</td> </tr> </tbody> </table>	Transgression	Penalty	Late postings and late coming per person (½ hour after schedule time)	0.05% of the total of monthly invoice per person	Postings more than 2 hours after scheduled time	0.08% of the total of monthly invoice per person	Failure to post a person per day	0.1% of the total of monthly invoice per person	Sleeping on duty	0.1% of the total of monthly invoice per occurrence	Failure to wear and display identity cards	0.05% of the total of monthly invoice per occurrence	Failure to adhere to dress code and/or wearing of PPE i.e. mask, etc.	0.025% of the total of monthly invoice per occurrence	Absent from point of duty without permission	0.08% of the total of monthly invoice per occurrence	
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		BIDDERS RESPONSE COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable.
	Posting of untrained staff	0.1% of the total of monthly invoice per person per occurrence
	Failure to provide a relief worker	0.1% of the total of monthly invoice per occurrence
	Audio Devices i.e., headphone, playing music, etc.,	0.01% of the total of monthly invoice per product
1.9	<b><u>Occupational Health Safety Act</u></b>	
1.9.1	The Service Provider shall accept liability in terms of Section 37 of the Occupational Health and Safety Act (No. 85 of 1993).	
1.10	<b><u>Protection of Service Providers' Staff</u></b>	
1.10.1	The Department shall not be held liable for any contracted illness or infection to the Service Provider or his staff arising from their duties.	
1.10.2	<p>The Service Provider shall ensure that all staff are immunized against Hepatitis B. A minimum of three doses of vaccine are required, as per ordinary schedule (usually at 0, 1 and 6 months). Alternatively, an accelerated schedule may be indicated (0, 2 and 12 months). Immunity must be checked one month after completion of the vaccination course. A Hepatitis B surface antibody <b>titre</b> greater than ten is considered adequate immunity. It is the condition of this bid that the successful bidder must submit, on commencement of service, proof that all staff to be deployed on site have started their first dose of vaccine. The first dose of vaccination must be done two weeks prior to the commencement of the contract.</p> <p><b>Then 6 months after the commencement of the Contract, the successful bidder must proof that all staff deployed on site has been vaccinated as well as proof of staff Hepatitis B Surface antibody titre levels.</b> Thereafter the successful bidder must submit on an annual basis update proof of all staff's Hepatitis B Surface antibody titre level. Proof of vaccination should be given to the employee and a record kept at company and a copy provided to the Assistant Director of GSH in the Catering Department. <b>Read in conjunction with paragraph 1.1.3.3 on page 14 and Annexure B, C &amp; D on page 104 to 107.</b></p>	

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<p>1.10.3 The Service Provider will ensure all staff is issued with the necessary PPE according to the hospital standards, when cleaners are performing routine cleaning. The bidder must ensure that employees are educated on their increased risk of Tuberculosis and carry out seal and/or fit testing of N95 respirators (personal protective equipment for TB). It is a condition of this bid that proof of a N95 seal and/or fit testing should be given to the employee and record kept by the bidder with a copy provided to the Assistant Director of Catering Department within one month of commencing the service provision and to update the list as new employees are recruited. The updated proof of a N95 seal and/or fit testing of all staff shall be provided to the client on an annual basis.</p> <p>1.10.4 All relevant infectious diseases regulations to be adhered to. The bidder is to appoint a designated occupational health provider (occupational health doctor and/or nurse including health and safety trainers) that the hospital can liaise with and refer employees to accordingly. The contact details should be provided to the GSH Occupational Health Clinic and Assistant Director of the Catering Department one week before commencement of service.</p>	
<p>1.11 <b><u>Loss, Damage and Safekeeping of Hospital Property</u></b></p> <p>1.11.1 The Service Provider is to exercise every precaution to ensure that all Hospital equipment and property entrusted to his care is secure and the possibility of loss, unauthorized use and damage is minimized.</p> <p>1.11.2 Excepting fair wear and tear, the Service Provider shall be responsible for any loss or damage to Hospital equipment and property in his possession at all times. The Service Provider undertakes to replace such items in the event that equipment or property in his possession is damaged, destroyed, lost or stolen, notwithstanding the cause of the damage, destruction or loss.</p> <p>1.11.3 The Hospital in consultation with the Service Provider shall determine the replacement cost of Hospital equipment and property, other Hospital property which has been lost, stolen or damaged whilst in the care of the Service Provider, and to withhold such costs from any payment due by the Hospital to the Service Provider.</p>	

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	BIDDERS RESPONSE COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable.
<p>1.11.4 Similarly the loss of any other Hospital property due to the negligence of the Service Provider will be recovered from any payments due to the Service Provider.</p> <p>1.11.5 Authorized Hospital representatives of Hospital Management, Hospital Infection Control, Hospital Security, Occupational Health and Safety Officer and the Hospital Cleaning Manager shall be given reasonable access to any facility at all times by the Contractor. Such access may not be refused for functional, control or inspection purposes when requested in writing by the Hospital Management.</p> <p>1.11.6 Any willful or negligent damage to the building, fittings or equipment will be for the Contractors own responsibility and account to make good.</p> <p>1.11.7 No change/alterations/additions to the building or infrastructure are allowed without prior written authority from the Hospital Engineer.</p>	
<p>1.12 <b><u>Hospital Property Found</u></b></p> <p>1.12.1 The Service Provider shall immediately return to the authorized Hospital representative any item of Hospital property found/recovered by the Service Provider's staff in the course of their duties.</p>	
<p>1.13 <b><u>Particulars of General Workers To Be Deployed At The Site</u></b></p> <p>1.13.1 The Service Provider must provide full particulars of the General Workers to be deployed one (1) week prior to the commencement of the service. A separate list must be completed for each posting.</p> <p>1.13.2 The Service Provider, at his own cost, must make all staff that are to be deployed at the site available for on-site training before commencement of the service period. The training should not take longer than one day.</p> <p>1.13.3 The Service Provider shall ensure that the staff provided shall be cleared by the South African Police Service to indicate that they have no criminal record. Documentary proof to be provided before commencement of the service.</p>	

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<p><b>1.14 <u>General Standards for Site Administration and General Workers</u></b></p> <p><b>1.14.1 Profile of General Workers to be provided:</b></p> <ul style="list-style-type: none"> <li>▪ The Service Provider may only employ South African citizens, foreigners who obtained South African permanent residency permits or foreigners who are entitled to work in South Africa in terms of South African law in the sector relevant to the bid, to perform the services required in the bid.</li> <li>▪ Must be able to work independently or in a group depending on the duties to be performed.</li> <li>▪ Must be able to communicate, read and write in at least one of the three official languages of the Western Cape.</li> <li>▪ Supervisors must be able to communicate, read and write in at least two of the three official languages of the Western Cape.</li> <li>▪ Induction of all workers to take place at least two weeks before the time.</li> </ul>	
<p><b>1.14.2 Worker identification:</b></p> <p>A clear identification card of the Service Provider with the member's photo, full name, identification number, worn conspicuously on his/her person at all times.</p>	
<p><b>1.14.3 On-Site Administration:</b></p> <ul style="list-style-type: none"> <li>▪ All on-site administration shall be done in accordance with the site instructions as communicated to the Service Provider in writing from time to time by the User.</li> <li>▪ Although details may differ, the following aspects shall be dealt with:- <ul style="list-style-type: none"> <li>- The code of conduct of the cleaner.</li> <li>- Standards of performance of cleaners and deviations from standards.</li> <li>- Uniform and dress standards.</li> <li>- Equipment to be used.</li> <li>- Duty lists and duty sheets.</li> </ul> </li> </ul>	

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<ul style="list-style-type: none"> <li>- Lost and found property administration.</li> <li>- Controlling of services and attendance.</li> <li>- Removal of cleaners from the site.</li> <li>- Reporting of incidents to the User.</li> <li>- Time and attendance registers as well as late coming.</li> <li>- Redeployment of General Workers</li> </ul>	
<p><b>1.14.4 Conduct of Staff:</b></p> <ul style="list-style-type: none"> <li>▪ The Department expects the highest possible standards of conduct from the staff.</li> <li>▪ The Contractor shall ensure that his staff carry out their duties and behave in as quiet and orderly manner as may be reasonably practicable while on Hospital premises; that they shall have regard for the nature of the duties they perform and, that no unreasonable or unnecessary disruption will be caused to the routine and procedures of the Hospital staff and Hospital functioning.</li> <li>▪ Contractor’s staff are to respect the hospital patients’ rights of privacy and confidentiality.</li> <li>▪ While on the Hospital premises, staff shall comply with Hospital policy and procedures and shall comply with safety and security directives.</li> <li>▪ The Hospital Catering Manager shall have the right to instruct the Contract On-Site Supervisor to remove from the Hospital premises, any of the Contractor’s staff who engages in horseplay, is disorderly, is disruptive, who transgresses any Hospital policy, who is under the influence of alcohol or other substance, who divulges any detail of hospital patients or whose presence onsite is undesirable.</li> <li>▪ The contractor shall conduct its own disciplinary processes.</li> <li>▪ No organized labour activity is allowed on Hospital premises.</li> </ul>	

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<ul style="list-style-type: none"> <li>▪ The Contractor’s staff shall comply with the Hospital smoking and dress policy.</li> </ul>	
<p><b>1.14.5 Changes at Points of Duty:</b></p> <p>The User has the right to inform the Service Provider to re-deploy General workers to best advantage, either permanently or temporarily.</p>	
<p><b>1.14.6 Continuity of Service:</b></p> <p>The Service Provider is to ensure that the specified numbers of general workers are continuously deployed at each specified point of service during each shift. General Workers may not leave their registered point of duty during or after their shift unless relieved by another cleaner. This includes tea breaks, smoke breaks and toilet breaks. General Workers may however leave their registered point of duty during their lunch break. (Not exceeding one hour)</p>	
<p><b>1.14.7 Duties:</b></p> <ul style="list-style-type: none"> <li>▪ The Service Provider is to provide after consultation with the Hospital Catering Department Manager, prior to the commencement of the service detailed activities to be carried out for each post which is to form the basis of a site procedure manual at each post.</li> <li>▪ The User may from time to time expect General workers to be of assistance in performing duties other than cleaning duties on condition that such duties <b>are not of a permanent nature and only in emergencies or abnormal circumstances.</b></li> <li>▪ The User shall, however, not instruct the general workers to perform any task which may be detrimental to the employee’s safety or health, is beyond his strength or competence or which may have a negative effect on his status and dignity.</li> </ul>	

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<p><b>1.14.8 Particulars of General Workers to be Deployed at the Site:</b></p> <p>At the beginning of each month the Service Provider shall deliver to the User a comprehensive and detailed roster giving the details on a shift-by-shift basis of the names of the General workers to be deployed on the site. Details are to include off-days, relievers, names, surnames, and point to which he/she is to be deployed. Daily changes to the roster and reasons therefore are to be communicated to the User immediately.</p>	
<p><b>1.14.9 Posting of General workers and Inspection:</b></p> <ul style="list-style-type: none"> <li>▪ Should an incident occur the Service Provider shall hand in to the User a detailed written report within 24 hours of incident occurring.</li> </ul> <p>The Service Provider must manage their own COID claims.</p> <ul style="list-style-type: none"> <li>▪ Inspections and posting of General Workers on site must be done before every shift in terms of a duty roster.</li> <li>▪ The contractor should provide its own time and attendance register or any other system.</li> </ul>	
<p><b>1.14.10 Permanency:</b></p> <ul style="list-style-type: none"> <li>▪ The Service Provider shall provide a list of General workers, including relievers, working permanently for the period of the contract, if it is practically possible. When in <b>exceptional cases</b> it is necessary that new staff must be trained, these staff must perform a 12-hour day shift (at their own cost) for training before they will be allowed on duty for a normal shift.</li> <li>▪ Proof must be submitted to the Hospital Catering Manager when General workers leave the service in terms of resignations, terminations, transfers, maternity leave, etc.</li> <li>▪ No untrained personnel will be allowed on the premises.</li> </ul>	

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<p><b>1.14.11 Confidentiality Forms:</b></p> <ul style="list-style-type: none"> <li>▪ All staff, including relievers must sign confidentiality forms, which must be signed at the initiation of the contract. If new staff is deployed, they must also sign the confidentiality forms at their date of deployment.</li> </ul>	
<p><b>1.14.12 Site Management/Supervision:</b></p> <ul style="list-style-type: none"> <li>▪ The Service Provider is responsible for overall management and supervision of the General workers provided in terms of the agreement.</li> <li>▪ The User Department shall be responsible for overall management and supervision of the General workers provided in terms of the agreement.</li> <li>▪ Where a General worker performs a duty under the direct supervision of a designated Hospital Official the worker shall be expected to take reasonable instructions from the hospital official.</li> </ul>	
<p><b>1.15 <u>HOSPITAL AND PRIVATE PROPERTY</u></b></p> <ul style="list-style-type: none"> <li>▪ The Contractor shall immediately return to the Hospital Security any item of Hospital or private property found in the course of their duties.</li> <li>▪ The Contractor is to exercise every precaution to ensure that all Hospital property entrusted to his care is secure and the possibility of loss, unauthorized use and damage is minimized.</li> </ul>	
<p><b>1.15.1 Liaison</b></p> <ul style="list-style-type: none"> <li>• The Contractor shall appoint a Contract On-Site Supervisor, and who shall work in close co-operation with the Hospital Catering Manager to facilitate the flow of accounts, payments, information, solving of problems, etc. between the parties.</li> <li>• The Hospital shall likewise appoint a Hospital Catering Manager to communicate with the Contract On-Site Supervisor on an ongoing basis to monitor the standard and quality of the general service provided and to attend to operational as well as technical problems in a positive manner.</li> </ul>	

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	BIDDERS RESPONSE COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable.
<ul style="list-style-type: none"> <li>The Contract On-Site Supervisor shall liaise with the Hospital Catering Manager on a daily basis.</li> </ul>	
<p><b>1.15.2 Monitoring</b></p> <ul style="list-style-type: none"> <li>The Hospital Catering Manager has the prerogative to declare that all the services rendered by the Contractor conform to the specifications of the contract in terms of quality and process. Discrepancies will be referred to the Departmental Manager of the Catering Department.</li> <li>Control sheets and management reports shall be submitted to the Hospital Catering Manager daily.</li> <li>Management reports and attendance registers shall be submitted to the Hospital Catering Manager bi-weekly.</li> <li>The Service Provider must submit on a quarterly basis staff ‘member’s salary slips to the Departmental Manager of the Catering Department in order to monitor compliance w.r.t. the Basic Wage Agreement. Copies of these will be submitted to the SCM for scrutiny, for action and record keeping purposes.</li> <li>Monthly management contract meetings will be held to ensure that the services are being rendered as per the contract and to resolve any operational matters that could not be resolved otherwise. The chairperson shall be the Deputy Director: Support Services or the Assistant-Director: Catering Department.</li> </ul>	
<p><b>1.15.3 Communication</b></p> <ul style="list-style-type: none"> <li>The Hospital Catering Manager/Operational Manager shall communicate with the Contract On-Site Supervisor on an ongoing basis about routine issues and to monitor the standard and quality of the service rendered.</li> <li>The Hospital Catering Manager shall also address operational and technical problems that may arise in consultation with the Contract On-Site Supervisor.</li> </ul>	

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	<b>BIDDERS RESPONSE</b>  <b>COMPLY OR DO NOT COMPLY</b> <b>A tick (✓) is not acceptable.</b>
<ul style="list-style-type: none"> <li>Monthly and other ad hoc minutes meetings will be held with the Contractor and other stakeholders as determined by the Hospital Catering Manager of the Catering Department. Monthly meetings to be chaired by the Deputy-Director: Support Services or the Assistant Director: Catering Department.</li> </ul>	
<p><b>1.16 FACILITIES</b></p> <p><b>1.16.1 Staff Facilities</b></p> <ul style="list-style-type: none"> <li>In terms of the Facilities Regulations promulgated in Notice R 924 it is a requirement that proper facilities are provided for workers in terms of safekeeping of possessions, toilets, changing rooms and dining facilities.</li> <li>The Contractor shall be responsible to comply with these regulations at his own cost.</li> <li>However, the following facilities are made available for these purposes under the following conditions:</li> </ul>	
<p><b>1.16.2 Change Rooms and Toilets</b></p> <ul style="list-style-type: none"> <li>The Change Room Complex (A15) in the New Main Building comprising of the Female Change, Male Change and Toilet Banks shall be made available at no charge to the Contractor for the duration of the contract in order to comply with the abovementioned regulations.</li> <li>The Change Room Complex shall be staffed, controlled, managed and supervised by the Contractor who shall have a On-Site Supervisor on duty at the Change Room Complex whenever the Change Rooms are open.</li> <li>The Change Room Complex shall not be used as a rest room, dining (eating of meals of snacks), recreation, playing or games or meetings.</li> <li>It shall only be used for the purpose of safekeeping (lockers) and changing facilities as described in the Regulations.</li> <li>The Contractor shall provide his own safekeeping lockers for his own staff.</li> </ul>	

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	BIDDERS RESPONSE COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable.
<ul style="list-style-type: none"> <li>• The Contractor shall be responsible for the security of the entire Change Room Complex as well as the safekeeping of Hospital property entrusted to his care whilst the Change Room Complex is open. The Contractor is to devise and implement control systems to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings etc.</li> <li>• The Contractor shall ensure that adequate notices are displayed informing all users that the safekeeping facilities (lockers) are used at their own risk.</li> <li>• The keys to the Change Room Complex shall not be removed from the Hospital premises and shall be signed in and out each day in the special key register at the E-floor Security Office by the Change Room Supervisor.</li> <li>• The Contractor is to provide all the necessary staffing and services consumables at his own cost to keep the Change Room Complex in a clean and hygienic condition.</li> <li>• The Hospital shall be responsible for normal maintenance issues viz leaking taps, locks, lighting, blockages, etc. which are to be reported to the Hospital Catering Manager.</li> <li>• The Contractor shall permit Hospital Staff and other third-party persons use of the facilities without any compensation being payable.</li> <li>• However, each such person wishing to use the safekeeping and change room facilities must apply to do so in writing to the Contractor and the form submitted to the Hospital Catering Manager for authorization.</li> <li>• Use of the Toilet Banks is to be permitted for any person. No prior authorization will be required.</li> </ul>	
<p><b>1.16.3 Dining Facilities</b></p> <ul style="list-style-type: none"> <li>▪ The Contractors Staff are permitted to use the facility known as the A24 for staff dining.</li> <li>▪ This area will be managed, controlled and supervised by the Hospital.</li> </ul>	

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	BIDDERS RESPONSE COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable.
<ul style="list-style-type: none"> <li>▪ Should there not be sufficient dining tables or chairs the Contractor shall at his own risk and cost provide his own furniture.</li> </ul>	
<p><b>1.16.4 Other Facilities</b></p> <ul style="list-style-type: none"> <li>• It may be necessary for operational reasons to establish other similar satellite facilities in other buildings for use by the Contractor.</li> <li>• Where this occurs, it will be formally documented together with the condition of use and appended to the Service Level Agreement.</li> </ul>	
<p><b>1.17 Staffing</b></p> <p><b>1.17.1 Organisation</b></p> <ul style="list-style-type: none"> <li>• Sufficient and appropriate numbers and levels of staff must be provided by the Contractor to render the specified on-site (GSH) services satisfactorily and efficiently at all times: -</li> <li>• Contract Project Manager (stationed at office of service provider)</li> <li>• Contract Line Supervisors</li> <li>• Contract General Worker Staff</li> <li>• Contract Line Supervisors</li> <li>• Bidders shall submit an organogram of the proposed General worker staff that will be deployed on-site at the Hospital. Where possible their previous experience and duties must also be provided.</li> <li>• Bidders shall ensure that appropriate supervisory structures are in place in order that the Contract Service Staff engaged in the provision of the service are always adequately supervised and perform their duties properly at all times.</li> <li>• Full details shall be submitted of the numbers and categories of staff to be deployed per shift.</li> </ul>	

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	<b>BIDDERS RESPONSE</b> <b>COMPLY OR DO NOT COMPLY</b> A tick (✓) is not acceptable.
<p><b>1.17.2 Dress Code of Staff</b></p> <ul style="list-style-type: none"> <li>The Contractor shall ensure that his staff is appropriately dressed and presentable at all times while on the Hospital premises.</li> <li>All of the Contractor’s staff shall wear appropriate and uniform protective clothing, which must be clearly and prominently embossed / tagged with a company logo and shall be of a standard that is not inferior to that of the Hospital’s own staff engaged in similar duties.</li> <li>The Service Provider shall provide and maintain each contract worker with the following personal protective equipment: Safety Shoes (Toe cap and non-slip).</li> <li><b>GSH TO PROVIDE SITE SPECIFIC PERSONEL PROTECTION EG. HEAD PROTECTION, GLOVES, APRONS, EYE PROTECTION.</b></li> <li>Employees working in noise zones (Plate wash area) must undergo a baseline hearing test and every two (2) years a follow up hearing test. Service Provider to provide proof of these tests.</li> <li>The Contractor shall provide staff with photo-identification badges, which shall be worn and displayed at all times by the staff while on the Hospital premises.</li> </ul>	
<p><b>1.17.3 Smoking</b></p> <ul style="list-style-type: none"> <li>The Contractor’s staff shall comply with the Hospital smoking policy.</li> </ul>	
<p><b>1.17.4 Control of Staff</b></p> <ul style="list-style-type: none"> <li>The Contractor’s staff engaged in the provision of service shall be under the control and direction of the Contractor’s On-Site Supervisory staff that shall be responsible to maintain control and discipline at all times.</li> </ul>	

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	BIDDERS RESPONSE COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable.
<p><b>1.17.5 Conduct of Staff</b></p> <ul style="list-style-type: none"> <li>• The Contractor shall ensure that the staff carry out their duties and behave in as quiet and orderly manner as may be reasonably practicable while on Hospital premises; that they shall have regard for the nature of the duties they perform and, that no unreasonable or unnecessary disruption will be caused to the routine and procedures of the Hospital’s staff and Hospital functioning.</li> <li>• Contractor’s staff is to respect the hospital patients’ rights of privacy and confidentiality.</li> <li>• While on the Hospital premises, staff shall comply with Hospital policy and procedures and shall comply with safety and security directives.</li> <li>• The Hospital Catering Manager shall have the right to instruct the Contract On-Site Supervisor to remove, from the Hospital premises, any of the Contractor’s staff who engages in horseplay, is disorderly, is disruptive, who transgresses any Hospital policy, who is under the influence of alcohol or other substance, who divulges any detail of hospital patients or whose presence onsite is undesirable.</li> <li>• No organised labour activity is allowed on Hospital premises.</li> <li>• <b>The use of communication and music devices (cell phones, tablets etc) is strictly prohibited whilst on duty, unless in a case of emergency. This includes the usage of earphones.</b></li> </ul>	
<p><b>1.18 Cleaning Contract Association</b></p> <p>It is a condition of this bid that the service provider is registered with a cleaning contract association such as the National Cleaning Contract Association for a continued period of not less than one year and the status quo shall remain for the contract period.</p>	

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	BIDDERS RESPONSE COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable.
<p><b>1.19 Public Liability Insurance:</b></p> <p>It is a condition of this bid that the bidders must have current Public Liability Insurance at the time of bidding. This information must be submitted by the bidder at bid closure. Failure to do so will invalidate the bid. The successful bidder is to ensure that the Public Liability Insurance is updated on a regular basis.</p>	
<p><b>1.20 Bidders will be requested to provide the following documents:</b></p> <ul style="list-style-type: none"> <li>• Bidder’s financial statements for the past financial year to determine ability to execute the contract.</li> <li>• Bank Statements for 3 months prior to bid submission of the bid.</li> <li>• Payroll of staff for 3 months prior to submission of the bid.</li> <li>• Salary slips of 2 cleaners and a supervisor for 3 months prior to submission of the bid.</li> </ul>	
<p><b>2 DELIVERY LOCATIONS</b></p> <p>Services <b>are required at the Catering Department at Groote Schuur Hospital</b>, an institution under the control of the Department of Health, Western Cape Government in such quantities as specified in the bid specification/pricing schedules.</p>	
<p><b>3. SERVICE DELIVERY AND DOCUMENTS (GCC Par. 10.1 and 10.2)</b></p> <p>The successful bidder is to ensure that service delivery take place by the date as <b>informed by the institution.</b></p>	
<p><b>4. PRICES (GCC Par. 17)</b></p> <p>4.1 Bid prices shall be quoted firm. The labour portion, not exceeding 85% of the bid price, is subject to the Statutory Increase as per the Government Gazette.</p> <p>4.2 All prices quoted must include full delivery of the services as indicated in paragraph 1 above.</p> <p>4.3 <b>Bid prices shall be quoted nett and VAT INCLUSIVE.</b> Bidders providing a discount may indicate so.</p>	

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	<b>BIDDERS RESPONSE</b> <b>COMPLY OR DO NOT COMPLY</b> <b>A tick (✓) is not acceptable.</b>
<p><b>5. PAYMENT</b></p> <p>5.1 In the interest of security and expeditious payment, it is the policy of the Groote Schuur Hospital to effect payments by electronic funds transfer (EFT) as far as possible. If a successful bidder is not yet a regular participant in Groote Schuur Hospital's contracts and has not been registered already, the supplier will be required to furnish the Groote Schuur Hospital with its banking details for the systems in operation (Logis, BAS, Syspro) in order shall be registered. Successful bidders must ensure, therefore, that their banking details are provided to institutions on request where necessary.</p> <p>5.2 Payment shall be 30 days from receipt of invoice.</p> <p>5.3 Payment Conditions (GCC Par. 16.1)</p> <p>Payment in full will be made when the designated Hospital Official confirms in writing that the contract conditions have been complied with and that the service complied to the specifications.</p> <p>5.4 Payment Currency (GCC Par. 16.4)</p> <p>Payment will only be made in Rands in the Republic of South Africa.</p>	
<p><b>6. NEGOTIATIONS</b></p> <p>Groote Schuur Hospital reserves the right to enter into negotiations with bidders (before the contract is concluded) and contractors (after the contract is concluded) regarding <i>inter alia</i> price revisions, increases and service delivery should it be deemed necessary.</p>	
<p><b>7. PERFORMANCE SECURITY (GCC Par. 7.1 + 7.4)</b></p> <p>No performance security amount is specified or required to be paid to the purchaser.</p>	
<p><b>8. SETTLEMENT OF DISPUTES (GCC Par. 27)</b></p> <p><b>Mediation Proceedings (GCC Par.27.1)</b></p> <p>The mediation shall be informal. The Head: Department of Health shall have the absolute discretion to determine the procedure to be followed.</p>	

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	BIDDERS RESPONSE COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable.
<p><b>9. APPLICABLE LAW (GCC Par. 30)</b></p> <p>The contract shall be determined in accordance with South African laws.</p>	
<p><b>10. GENERAL</b></p> <p>10.1 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, Groote Schuur Hospital. Groote Schuur Hospital reserves the right, in its sole discretion:</p> <p>10.2 <b>To withdraw</b> any services from the bid process, <b>to terminate</b> any party's participation in the bid process or <b>to accept or reject</b> any response to this invitation to bid on notice to the bidders without liability to any party; 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> <p>10.3 <b>To amend</b> the bid process, closing date or any other date at its sole discretion,</p> <p>10.4 <b>To cancel</b> the bid or any part of the bid before the bid has been awarded,</p> <p>10.5 <b>Not to accept</b> 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>10.6 <b>Not to award</b> the bid to the highest points or lowest price,</p> <p>10.7 <b>To reject</b> all responses submitted and to embark on a new bid process.</p>	
<p><b>11. CONTACT DETAILS</b></p> <p>Please provide the particulars of the contact person responsible for all queries related to this bid, and if you are successful, this contract, and to whom all correspondence can be directed:</p> <p>Name: .....</p> <p>Designation: .....</p> <p>Telephone no with area code: ..... Fax no: .....</p> <p>Cellphone no: .....</p> <p>Email address: .....</p>	

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	<b>BIDDERS RESPONSE</b> <b>COMPLY OR DO NOT COMPLY</b> <b>A tick (✓) is not acceptable.</b>
<p><b>12. Enquiries may be directed to the bid administrator, Cecilia Adriaanse at tel. no (021) 404 4221; Cecilia.Adiaanse@westerncape.gov.za</b></p> <p>Enquiries may be directed to the bid administrator, <b>Ettiene Roman at tel. no (021) 404 2345; Ettiene.Roman@westerncape.gov.za</b></p>	

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**PART 3: STATUTORY REQUIREMENTS**

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

**1.1 Registration in terms of the compensation for Occupational Injuries and Diseases Act 130 of 1993**

1.1.1 Is the bidder registered as an employer with the Commissioner?  Yes  No

1.1.2 Provide documentary evidence of current valid registration.

**1.2 Unemployment Insurance Fund Registration**

1.2.1 Is the bidder registered with the UIF?  Yes  No

1.2.2 Provide documentary evidence of current valid registration.

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

1.3.1 Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act?  Yes  No  
Is the bidder registered with COID?

**1.4 Membership with cleaning contract association**

1.4.1 Is the bidder registered with a recognized Cleaning Contract Association such as The National Cleaning Contract Association (NCCA)  Yes  No

1.4.2 Provide documentary evidence of current valid membership.

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1.5 **Skills Development Levies Act (9 of 1999)**

1.5.1 Is the bidder registered with the Department of Labour?

Yes	No
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1.5.2 Provide documentary evidence of current valid registration.

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

1.6.1 Is the bidder registered with the Commissioner for PAYE?

Yes	No
-----	----

1.6.2 Provide documentary evidence (letter of good standing) of current valid registration.

1.7 **Provident Fund**

1.7.1 Is the bidder contributing to a Provident Fund?

Yes	No
-----	----

1.7.2 Provide documentary evidence of current valid contribution from Fund Manager.

1.8 **Public Liability Insurance**

1.8.1 Is the bidder currently insured against public liability?

Yes	No
-----	----

1.8.2 Provide documentary evidence of current public liability insurance

1.8.3 What is the amount insured?

R

1.8.4 Period insured for? (Validity of public liability insurance cover)

All offers will be evaluated by the statutory and mandatory requirements.

Groote Schuur Hospital Management will request copies of the payroll of cleaners on an as and when required basis.

All workers on this said contract should be paid before the 1<sup>st</sup> of each month.

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**PART 4: QUESTIONNAIRE: ORGANISATIONAL FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER**  
**(Paragraphs 4.1 – 4.8.2 inclusive)**

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

**1.1 ORGANISATIONAL STRUCTURE**

1.1.2 Ownership (members, partners, directors, sole owners)

SURNAME & INITIALS	ID NUMBER	DESIGNATION OR TITLE	CITIZENSHIP	MALE OR FEMALE	ETHNIC GROUP	% OWNERSHIP

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Yes       No

1.1.2.1 Do any of the above have any ownership or interest in any other Businesses?  
 1.1.2.1.1 If YES, full details must be declared by the bidder.

SURNAME & INITIALS	ID NUMBER	DESIGNATION OR TITLE	OTHER COMPANIES

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**1.1.3 Management**

<b>SURNAME &amp; INITIALS</b>	<b>ID NUMBER</b>	<b>MALE OR FEMALE</b>	<b>ETHNIC GROUP</b>	<b>CITIZENSHIP</b>	<b>DESIGNATION OR TITLE</b>
					Managing Director or Member
					General Manager
					Operations Manager
					Area Manager
					Site Manager (This bid)
					Training Manager

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**BID GSHPT47/2023: FOR THE PROVISION OF GENERAL STAFF WORKERS FOR THE CATERING DEPARTMENT AT GROOTE SCHUUR HOSPITAL, INCLUSIVE BUT NOT LIMITED TO CLEANING, PLATING, PLATE WASH AND DISTRIBUTION SERVICES OF FOOD OVER A THREE (3) YEAR PERIOD, WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) YEARS, SUBJECT TO PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT.**

**1.2 Financial Standing**

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

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

**Shortlisted bidders will be requested to provide the following:**

- full details with documentary evidence as to how the bidder will finance the contract
- payroll
- salary advice of current employee

<b>1.3 <u>Total Number of Employees :</u></b>	
<b><u>Designation</u></b>	No of Employees
• Management	
• Administration	
• Supervisors	
• cleaners	
• Other	

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

	Number
1.4.1 Less than 20%	
1.4.2 Between 21-50%	
1.4.3 Over 50%	

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**1.5 Physical Infrastructure of Company**

**1.5.1 Administrative Office of Company**

1.5.1.1 Where is the bidder’s administrative office which will be responsible for the site.

**State physical address and telephone numbers.**

Street	
Suburb	
Town	
Postal Code	
Office Telephone No	
Cell No	

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


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


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

1.5.1.4.1	Is it a guaranteed 24-hours service?	Yes		No
1.5.1.4.2	Is it situated at home?	Yes		No
1.5.1.4.3	Is it a dedicated Administration Office?	Yes		No
1.5.1.4.4	Land-line telephones in Administration Office.	Yes		No
1.5.1.4.5	Activated cellphones in Administration Office.	Yes		No
1.5.1.4.6	Fax in Administration Office.	Yes		No
1.5.1.4.7	Administration Office always manned by well-trained staff who can handle emergency situations.	Yes		No
<b>1.6 <u>Uniforms</u></b>				
1.6.1	Does the bidder have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times?	Yes		No
The uniform shall be distinguishable from the general public and Hospital staff.				
<b>1.7 <u>Identification Badges</u></b>				
	Does the bidder have its own corporate photo-identification	Yes		No
The badge is compulsory for employees to display clearly when on site.				

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**1.8 Previous Contract Experience**

1.8.1 Previous contract experience over the past five (5) years.

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

1.8.2 Current cleaning contract experience

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

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GROOTE SCHUUR HOSPITAL

SECTION B: TERMS OF REFERENCE / GENERAL & SPECIFIC SITE SPECIFICATIONS

Bidders are to specify the details of their offer in the column marked “**BIDDER’S RESPONSE**”. In respect of paragraphs where the bidder strictly complies with the specified requirement, the words “**compliant/non-compliant. A tick (✓) is not acceptable**” are to be inserted next to that paragraph. In cases where bidders do not strictly comply with specification requirements, the nature of the deviation is to be stipulated next to the applicable paragraph. Where the space is insufficient, the details of the deviation can be annexed however proper reference is to be made. This also applies when bidders are to submit requested documentation. If bidders omit to furnish details of offer it would be considered as not compiling to specification.

<b>REQUIREMENTS</b>		<b>FULL TECHNICAL AND OTHER DETAILS OF OFFER</b>
		<b>BIDDERS RESPONSE</b> <b>COMPLY OR DO NOT COMPLY</b> <b>A tick (✓) is not acceptable</b>
<b>1</b>	<b><u>SCOPE</u></b>	
1.1	This specification establishes the requirements for <b>THE PROVISION OF GENERAL STAFF WORKERS FOR THE CATERING DEPARTMENT AT GROOTE SCHUUR HOSPITAL INCLUSIVE BUT NOT LIMITED TO CLEANING, PLATING, PLATE WASH AND DISTRIBUTION SERVICES OF FOOD, INCLUSIVE OF A LINE SUPERVISOR ON SITE TO MANAGE THE RESPECTIVE STAFF (SIMILAR OR EQUIVALENT TO GSH SUPERVISORS).</b>	
1.2	<p><b><u>The following areas are to be serviced in the Catering Department:</u></b></p> <ul style="list-style-type: none"> <li>• Admin Offices- Cleaning</li> <li>• Pot Wash- Cleaning</li> <li>• Plating- Cleaning and Dishing</li> <li>• Distribution of meals throughout the hospital</li> <li>• Recon Kitchens – Serving of meals and cleaning.</li> </ul>	

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		FULL TECHNICAL AND OTHER DETAILS OF OFFER  BIDDERS RESPONSE COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable
<b>2.</b>	<b><u>APPLICABLE DOCUMENTATION</u></b>	
	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:	
2.1	General Conditions of Contract (GCC)	
2.2	Special Conditions of Contract (SCC)	
2.3	The Constitution of the Republic of South Africa, Act 108 of 1996	
2.4	Employment Equity Act, Act 55 of 1998	
2.5	Labour Relations Act, Act 66 of 1995	
2.6	Basic conditions of Employment Act, Act 75 of 1997	
2.7	Promotion of Equality and Prevention of Unfair Discrimination Act, Act 4 of 2000	
2.8	Occupational Health and Safety Act, Act 85 of 1993	
2.9	Compensation of Occupational Injuries and Diseases Act, Act 130 of 1993	
<b>3.</b>	<b>GENERAL DESCRIPTION OF SERVICE</b>	
3.1	<b>A detailed task description (including uniform requirements) will be issued prior to commencement on site.</b>	

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		<b>FULL TECHNICAL AND OTHER DETAILS OF OFFER</b>  <b>BIDDERS RESPONSE</b>  <b>COMPLY OR DO NOT COMPLY</b> <b>A tick (✓) is not acceptable</b>
3.1.1	<p><b>Line Supervisor: on Site to manage respective staff:</b></p> <p>(Similar or equivalent to GSH Housekeeper)</p> <p>Mondays to Sundays seven days per week including public holidays, from 07h00 to 16h00.</p> <p>1 x Supervisor</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• Responsible for overall management and supervision of General workers on site in line with Groote Schuur Hospital practices which will be covered in the SLA.</li> <li>• The bidder to ensure that a supervisor is on site at all times.</li> </ul>	
3.1.2	<p><u>Administration Offices of food service area:</u></p> <p><b>Mondays to Sundays</b> seven days per week including public holidays, from <b>07h00 to 16h00</b>.</p> <p>1 x General Worker per day</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• General cleaning of the administrative area room nr: A25 - 21; A25- 22; A26-5; A26-7; A26-8; A26-9; A26-10; A26-12; A26-72 including the following:</li> <li>• Rest rooms of male and females in the Main kitchen and on B-floor</li> <li>• Tearoom of the supervisors, personnel and store area.</li> <li>• Front Office area</li> </ul>	

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		<b>FULL TECHNICAL AND OTHER DETAILS OF OFFER</b>  <b>BIDDERS RESPONSE</b>  <b>COMPLY OR DO NOT COMPLY</b> <b>A tick (✓) is not acceptable</b>
3.1.3	<p><b>Pot Wash: Heavy Duty Work: Cleaning</b></p> <p><b>Mondays to Sundays</b> seven days per week including public holidays, from <b>07h00 to 16h00.</b></p> <p>1 x General Worker per day</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• Cleaning of pots and pans.</li> <li>• General cleaning of equipment in the production area.</li> <li>• Sweeping and mopping of floors in the production area and delivery area.</li> <li>• Cleaning of all the drain channels.</li> <li>• Take waste bins to AZ floor.</li> <li>• Assisting with the distribution and collecting of food trolleys to the wards if required.</li> </ul>	
3.1.4	<p><b>Plating and Plate Flight wash areas: Cleaning and Dishing</b></p> <p><b>Mondays to Sundays</b> seven days per week including public holidays, from <b>07h00 to 16h00.</b></p> <p>7 x General Workers per day</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• Plating of three meals per day.</li> <li>• Loading food trays in food trolleys three times per day.</li> <li>• Mopping and tidying up after each meal being plated.</li> <li>• Putting crockery through industrialised flight washers after each meal.</li> <li>• This is in addition to cleaning and maintaining the flight wash area.</li> <li>• The reporting of malfunctioning of equipment.</li> <li>• Assisting in the utility area where required.</li> </ul>	

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		<b>FULL TECHNICAL AND OTHER DETAILS OF OFFER</b>  <b>BIDDERS RESPONSE</b>  <b>COMPLY OR DO NOT COMPLY</b> <b>A tick (✓) is not acceptable</b>
3.1.5	<p><b>Distribution of meals and other Heavy-duty Work Functions – Plating, distribution and flight wash area.</b></p> <p><b>Mondays to Sundays</b> seven days per week including public holidays, from <b>07h00 to 18h00.</b></p> <p>4 x General Workers per day</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• Locking and unlocking of food trolleys three times per day.</li> <li>• Distribution and the collecting of the food trolleys to and from the wards three times per day.</li> <li>• Off-loading of the food trolleys in the flight wash area.</li> <li>• Washing of the food trolleys and the flight washers.</li> <li>• The reporting of malfunctioning of equipment.</li> <li>• Sweeping and mopping of the floors and the drain channels.</li> <li>• Push food trolleys, plates, lids and trays at conveyer belts for each mealtime.</li> <li>• Push food trolleys to be loaded for mealtimes.</li> <li>• Take full covered waste bins to AZ floor.</li> <li>• Put clean empty waste bins after washing and drying in the respective area.</li> </ul>	
3.1.6	<p><b>Reconstitution Kitchens: Day Duty Serving of meals and cleaning at ward level.</b></p> <p><b>Mondays to Sundays</b> seven days per week including public holidays, from <b>07h00 – 18h00</b></p> <p>14 x General Workers per day</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• Reconstituting and serving 3 meals +- 100 patients in 3-4 wards.</li> <li>• Preparing and serving 4 beverages to +-100 patients in 3- 4 wards from a central Recon. Kitchen daily.</li> <li>• Responsible for the collecting and cleaning of the dirty crockery.</li> </ul>	

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	<ul style="list-style-type: none"> <li>• Ensure that the correct meals and beverages are served to the patients.</li> <li>• General cleaning and maintenance of the kitchen area including cleaning of the ovens.</li> <li>• The reporting of malfunctioning of equipment.</li> <li>• Sweeping and mopping of floors.</li> </ul>	
3.1.7	<p><b>Reconstitution Kitchens:</b> Night Duty: Serving beverages and collection of crockery etc. at ward level.</p> <p><b>Mondays to Sundays</b> seven days per week including public holidays, from <b>18h00 – 06h00</b> (45 min lunch).</p> <p>2 x General Workers per night shift.</p> <p>Duties include:</p> <ul style="list-style-type: none"> <li>• Working on the flight washer and washing the supper utensils and crockery.</li> <li>• Cleaning of the flight wash area.</li> <li>• Cleaning the food trolleys.</li> <li>• Making and serving the late-night teas (and snack) and the early morning coffee.</li> <li>• Responsible for the collecting and cleaning of all crockery and equipment used and for the general cleaning and maintenance of the kitchen area.</li> <li>• The reporting of malfunctioning of equipment.</li> <li>• Sweeping and mopping of floors</li> </ul>	
<b>4.</b>	<b>GENERAL STAFFING REQUIREMENTS</b>	
4.1	Staff must have a general knowledge of food service, good interpersonal skills, and must be capable of dealing with the public (patients).	
4.2	Staff must be aware of the health and safety aspects of a hospital environment.	
4.3	Staff must be in good health and physically strong.	
4.4	Any changes in staff must be screened by the User Department. Frequent changing of staff will not be acceptable.	

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		FULL TECHNICAL AND OTHER DETAILS OF OFFER  BIDDERS RESPONSE  COMPLY OR DO NOT COMPLY A tick (✓) is not acceptable
4.5	<b><u>TECHNICAL SPECIFICATIONS:</u></b>	
	<p>Profile of General Worker staff to be provided:</p> <ul style="list-style-type: none"> <li>• The service provider may only employ South African citizens, foreigners who obtained South African permanent residency permits or foreigners who are entitled to work in South Africa in terms of South African law in the sector relevant to the bid, to perform the services required in the bid.</li> <li>• Must be able to work independently.</li> <li>• Must be able to communicate, read and write in at least two of the three official languages of the Western Cape.</li> <li>• Supervisors must be able to communicate, read and write in at least two of the three official languages of the Western Cape.</li> </ul>	
5.	<b>CONTROL MEASURES</b>	
5.1	<p>Staff reporting to and leaving the site must sign the attendance register in the Groote Schuur Hospital, allocated office.</p> <p>An area will be made available for time and attendance.</p>	
5.2	<p>Staff must be on-site in full uniform ready for duty and at their specified points at the specified shift starting time.</p> <p>(This will be determined by the Site Supervisor or Food Service Managers).</p>	
5.3	<p>In this connection, late coming will be accumulated and deducted from payments to the successful Bidder. SOP (Penalty breakdown) <b>Refer to pg.16 paragraph 1.8.3.</b></p>	
5.4	<b>Off duty and leave of absence must be provided for by the successful Bidder.</b>	
5.5	<p>Should a worker not perform, or if reports of misconduct are received, he/she must be dealt with at the discretion of the successful bidder and also not compromise the position of Groote Schuur Hospital food services department.</p>	

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		<b>FULL TECHNICAL AND OTHER DETAILS OF OFFER</b>  <b>BIDDERS RESPONSE</b>  <b>COMPLY OR DO NOT COMPLY</b> A tick (✓) is not acceptable
<b>6.</b>	<b>OBLIGATIONS OF GROOTE SCHUUR HOSPITAL</b>	
6.1	The Department shall provide free of charge all necessary light, water, power and communal change rooms that may be required by the contractor to perform its services.	

- END OF TERMS OF REFERENCE / SPECIFICATIONS -

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WCDB 3.1

**PRICING SCHEDULE**

NAME OF BIDDER .....

BID NUMBER: **GSHPT47/2023**

CLOSING TIME: **11H00 ON THE 25<sup>TH</sup> OCTOBER 2023**                      VALIDITY DATE: **26 DECEMBER 2023**

OFFERS SHALL BE VALID FOR **60 DAYS** FROM THE CLOSING DATE OF BID

ITEM	Year 1	Year 2	Year 3	Total
Fixed Cost (Min 15%)				
Variable Cost – Labour (Max 85%)				
TOTAL COST per year (100%)				

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

- A. Required by:           **Catering Department**
- At:                         **Groote Schuur Hospital**
- Observatory**
- Cape Town**

B. Does the offer comply with specification? Please circle your option.

Yes     No

C. If not to specification, please indicate deviation(s)

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D. Are the prices firm for the duration of the contract excluding Sectorial Determination increases? Please circle your option  Yes  No

E. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

**Note:** All delivery costs must be included in the bid price for delivery at the prescribed destination.

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

**\*Delete if not applicable**

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WCBD3.1

**BREAKDOWN OF PRICING SCHEDULE**

<b>BID NUMBER</b>		GSHPT47/2023	<b>VALIDITY DATE: 26/12/2023</b> (OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID)		
<b>CLOSING DATE AND TIME</b>		25 <sup>TH</sup> OCTOBER AT 11H00			
<b>PERIOD</b>		THREE YEARS, WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) YEARS, SUBJECT TO PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT.			
<b>NAME OF BIDDER</b>					
<b>ITEM NO.</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>BID PRICE IN RSA CURRENCY (INCLUDING VAT)</b>		
<b>VARIABLE COST (MAX 85%) DETERMINED BY SECTORIAL DETERMINATION (INCLUSIVE OF VAT)</b>					
			<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
		<b>CATERING DEPARTMENT</b>			
1.	1	<b>Line supervisor</b> on site to manage respective staff (similar or equivalent to GSH Housekeeper) Mondays to Sundays, seven (7) days per including public holidays from 7h00 – 16h00			
		Supervisor per month	R	R	R
2.		<b>ADMINISTRATION OFFICE OF FOOD SERVICE AREA</b>			
	1	<b>General worker</b> Mondays to Sundays, seven (7) days per week including public holidays from 7h00 – 16h00			
		General worker per month	R	R	R

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<b>3.</b>		<b>POT WASH (heavy duty cleaning)</b>			
	<b>1</b>	<b>General worker</b> Mondays to Sundays, seven (7) days per week including public holidays from 7h00 – 16h00			
		<b>General worker per month</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>4.</b>		<b>PLATING AND PLATE FLIGHT WASH AREAS: CLEANING AND DISHING</b>			
	<b>7</b>	<b>General workers</b> Mondays to Sundays, seven (7) days per week including public holidays from 7h00 – 16h00			
		<b>General workers per month</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>5.</b>		<b>DISTRIBUTION OF MEALS AND OTHER HEAVYDUTY FUNCTIONS: PLATING, DISTRIBUTION AND FLIGHT WASH AREA</b>			
	<b>4</b>	<b>General worker</b> Mondays to Sundays, seven (7) days per week including public holidays from 7h00 – 18h00			
		<b>General worker per month</b>	<b>R</b>	<b>R</b>	<b>R</b>

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**BID GSHT47/2023: FOR THE PROVISION OF GENERAL STAFF WORKERS FOR THE CATERING DEPARTMENT AT GROOTE SCHUUR HOSPITAL, INCLUSIVE BUT NOT LIMITED TO CLEANING, PLATING, PLATE WASH AND DISTRIBUTION SERVICES OF FOOD OVER A THREE (3) YEAR PERIOD, WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) YEARS, SUBJECT TO PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT.**

<b>6.</b>		<b>RECONSTRUCTION KITCHENS – DAY DUTY: SERVING MEALS AND CLEANING AT WARD</b>			
	<b>14/ day</b>	<b>General worker</b> Mondays to Sundays, seven (7) days per week including public holidays from 7h00 – 18h00			
		<b>General worker</b> per month	<b>R</b>	<b>R</b>	<b>R</b>
<b>7.</b>		<b>RECONSTRUCTION KITCHENS – NIGHT DUTY: SERVING MEALS AND CLEANING AT WARD</b>			
	<b>2 / night</b>	<b>General worker</b> Mondays to Sundays, seven (7) days per week including public holidays from 18h00 – 6h00			
		<b>General worker</b> per month	<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL COST PER MONTH (Incl. VAT)</b>			<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL COST PER YEAR (Incl. VAT)</b>			<b>R</b>	<b>R</b>	<b>R</b>
			<b>R</b>		

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

A. Required by: **Catering Department, A25, A-Floor,  
New Hospital  
Groote Schuur Hospital, Observatory, Cape Town**

B. Brand name (if applicable). .....

C. Product code (if applicable). .....

D. Country of origin. ....

E. Does the offer comply with specification? Please circle your option. **YES/NO**

F. If not to specification, please indicate deviation(s). .....

G. Period required for delivery of the service? .....

H. Are the prices firm for the duration of the contract? Please circle your option. **YES/NO**

I. If non-firm prices are offered, please complete attached WCBD 3.1/2 forms.

**Note:** All delivery costs must be included in the bid price for delivery at the prescribed destination.

**\*\* “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

**\*Delete if not applicable**

**NB: Bidders are required to include costs of reliever staff to cover luncheon breaks, or any other statutory requirement as stipulated in the following Acts, but not limited to the Acts below:**

- **Sectoral Determination for Contract Cleaning Services**
- **Basic condition of Employment Act**
- **Employment Equity Act**
- **Occupational Health and Safety Act**
- **Labour Relations Act**

**Bidders may offer, as an optional extra, an alternative cleaning solution which must adhere to the minimum requirements as set out in the bid document or better. Details of optional extra alternative must be submitted with the bid on the closing date.**

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**COST BREAKDOWN**

NAME OF BIDDER: _____		
BID NUMBER: <b>GSHPT47/2023</b>		
CLOSING DATE: <b>WEDNESDAY 25<sup>TH</sup> OCTOBER 2023</b>		
CLOSING TIME: 11H00		
VALIDITY DATE: 26 <sup>TH</sup> DECEMBER 2023		
(OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID)		
<b>N B: The Total Monthly Cost Per Cleaner (all inclusive) and Bid Price must Be Calculated On An 11 Hour Shift and 8 Hour shift (11 Hours Minus 1 Hour Lunch Break and 8 Hours Minus 1 Hour Lunch Break, as well as all other shifts as stipulated in the Specific Site Specification) For GROOTE SCHUUR HOSPITAL.</b>		
ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
<b><u>Price breakdown</u></b>		
	Basic salary per cleaner per hour	R..... / hour
	Basic salary per cleaner per month	R..... / month
	Sunday Pay Premium (average of 2 shifts)	R..... / month
	Public Holiday Premium (average of 1 shift)	R..... / month
	Leave Pay	R..... / month
	Sick Leave	R..... / month
	Study Leave	R..... / month
	UIF	R..... / month
	Family Responsibility Leave	R..... / month
	Skills Development Levy	R..... / month

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	Workman's Compensation	R..... / month
	Provident Fund	R..... / month
	Bonuses	R..... / month
	Basic salary per supervisor per hour	R..... / hour
	Uniforms	R..... / month
	Transport	R..... / month

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<b>IMPORTANT: THE QUESTIONNAIRE HEREUNDER/ATTACHED MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.</b>			
Are you registered in terms of sections 23(1) or 23(3) of the Value Added Tax Act, 1991 (Act No. 89 of 1991), and if so, state your VAT registration number?	YES	NO	VAT NO:
Is/are the price(s) firm for the duration of the contract? Please circle your option.	YES		NO
If (a) non-firm price(s) is/are offered, please complete attached WCBD 3.1/2 form.	YES		NO
Period required commencing with service after receipt of a requisition or order.			
Are you a member of any accredited organisation/institute for cleaning service? If so, what is the name of such organisation and your membership number?	YES	NO	MEMBERSHIP NO:
What is the current value of fixed assets of your company?			
Are you a subsidiary of a holding company?	YES		NO
If yes, name the holding Company			

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Contact person and telephone number should any further information be required.	
<b>Note:</b> For the purposes of this contract, use will be made of the relevant Category General Assistants as defined in the Sectoral Determination 1 made in terms of Section 56(1) of the Basic Conditions of Employment Act, No. 75 of 1997, for the General Assistants and published in Government Gazette no. R1139 dated 14 November 2006.	
<b>Note:</b> It is expected that the bidder shall pay his/her employees at least a minimum monthly basic wage, as prescribed for the Area concerned of the Sectoral Determination 1 for the General Assistants Trade, as published by the Government Gazette no. 32741 dated 25 November 2009 (Regulation Gazette no. 9191).	

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**WCBD 4**

**DECLARATION OF INTEREST, BIDDERS' PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION**

*This registration 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 of such details.*

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the Electronic Procurement Solution (EPS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.
6. **Definitions**  
"Bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;  
  
"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

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**“Business interest”** means -

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

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

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

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

Any person who directly or indirectly-

- (a) Accepts or agrees or offers to accept a 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 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 or information or material acquired in the course or 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 not to do anything, is guilty of the offence of corruption

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

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**“Employee”**, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, but excludes a person appointed in terms of section 12A of the 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 or sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

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

**“Institution”** means -

a provincial department or provincial public entity listed in Schedule 3C of the Act;

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

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

**“RWOEE”** means -

**Remunerative Work Outside the Employee’s Employment;**

**“Spouse”** means a person’s -

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

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4. 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 and organ of state should either have:
    - (i) resigned as an employee of the government institution or;
    - (ii) cease conducting business with an organ of state or;
    - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
5. 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 or persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
6. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4 (1) (b) (iii) of the Competitions Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a prohibition *per se*, meaning that it cannot be justified on any grounds.
8. 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 authorizes accounting officers and accounting authorities to:
  - (a) disregard the bid of any bidder if that bidder, or any of its directors have abuse 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.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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

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<b>SECTION A: DETAILS OF THE ENTITY</b>		
<b>A1.</b>	CSD Registration Number	MAAA .....
<b>A2.</b>	Name of the Entity	
<b>A3.</b>	Entity registration number (where applicable)	
<b>A4.</b>	Entity Type	
<b>A5.</b>	Tax Reference Number	

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

**TABLE A**

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

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

*The Supply Chain Management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of 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 as director or a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).*

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

<b>B1.</b>	Are any persons listed in Table A identified on the CSD as employees of an organ of state?  <i>(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)</i>	NO	YES
<b>B2.</b>	Are any employees of the entity also employees of an organ of state?  <i>(If yes, complete Table B and attached their approved "RWOP")</i>	NO	YES
<b>B3.</b>	Are any family members of the persons listed in Table A employees of an organ of state?  <i>(If yes, complete Table B)</i>	NO	YES

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

**TABLE B**

FULL NAME OF INSTITUTION EMPLOYEE	IDENTITY NO	DEPARTMENT / ENTITY OF EMPLOYMENT	DESIGNATION /RELATIONSHIP TO BIDDER	INSTITUTION EMPLOYEE NO/PERSAL NO <small>(Indicate if not known)</small>

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**SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

*To enable the prospective bidder to provide evidence of past and current performance with the Institution.*

<b>C1.</b>	Did the entity conduct business with the Institution in the last twelve months? <i>(If yes, complete Table C)</i>	NO	YES
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**TABLE C**

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

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

<b>C3.</b>	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
------------	--	----	-----

<b>C4.</b>	<p>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)?</p> <p><i>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</i></p>	NO	YES
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<b>C5.</b>	If you replied yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	N/A	NO	YES
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C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law, including a court outside the Republic of South Africa?	NO	YES
C7	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	NO	YES

**SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT**

*The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.*

I, \_\_\_\_\_ hereby swear/affirm;

- i that the information disclosed above is true and accurate;
- ii that I have read and 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.
- iii 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, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- iv that the entity or its representative is 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
- v. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

\_\_\_\_\_  
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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**BID GSHPT47/2023: FOR THE PROVISION OF GENERAL STAFF WORKERS FOR THE CATERING DEPARTMENT AT GROOTE SCHUUR HOSPITAL, INCLUSIVE BUT NOT LIMITED TO CLEANING, PLATING, PLATE WASH AND DISTRIBUTION SERVICES OF FOOD OVER A THREE (3) YEAR PERIOD, WITH AN OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL TWO (2) YEARS, SUBJECT TO PERFORMANCE AND DEPARTMENTAL PRESCRIPTS, AT THE SOLE DISCRETION OF THE DEPARTMENT.**

1. 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 before me and the deponent's signature/thumbprint/mark was placed thereon in my presence.

Commissioner of Oaths:

Full Name and Surname: \_\_\_\_\_

Signature of commissioner of Oaths

Designation (rank) \_\_\_\_\_ ex officio: Republic of South Africa

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

Business Address: \_\_\_\_\_

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**WCBD 5**

**This document must be signed and submitted together with your bid**

## **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **INTRODUCTION**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

#### **1. PILLARS OF THE PROGRAMME**

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US \$10 million will have an NIP obligation. This threshold of US \$10 million can be reached as follows:

(i) Any single contract with imported content exceeding US \$10 million;

or

(ii) Multiple contracts for the same goods, works or services each with imported content exceeding US \$3 million awarded to one seller over a 2-year period which in total exceeds US \$10 million;

or

(iii) A contract with a renewable clause, where should the option be exercised the total value of the imported content will exceed US \$10 million.

or

(iv) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US \$3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US \$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

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1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R & D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame in which to discharge the obligation.

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts of the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1. (b) to 1.1. (d) above.

2.3 For bids above R10 million, accounting officer's authorities are required to obtain clearance from the Department of Trade and Industry regarding the National Industrial participation Programme prior to the award of any bid in excess of R10 million (ten million rands).

## **3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contracts as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content.
- Imported content of the contract, if possible

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3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401. Facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

**4. PROCESS TO SATISFY THE NIP OBLIGATION**

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) The contractor and the DTI will determine the NIP obligation;
- (b) The contractor and the DTI will sign the NIP obligation agreement;
- (c) The contractor will submit a performance guarantee to the DTI;
- (d) The contractor will submit a business concept for consideration and approval by the DTI;
- (e) Upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) The contractor will implement the business plans; and
- (g) The contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

<b>Bid Number</b> .....	<b>Closing Date</b> .....
<b>Name of bidder</b> .....	
<b>Postal address</b> .....	
.....	
<b>Signature</b> .....	<b>Name (in print)</b> .....
<b>Date</b> .....	

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**WCBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF 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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE**

---

**1. DEFINITIONS**

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender 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, and this 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 code of good practice on 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.

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- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor 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 tendered for goods or 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) An affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - (c) Any other requirement 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 Rand, 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 or services through price quotations, competitive tendering process 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 for the origination of 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 that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding 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*;

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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 in order for such property to be administered for the benefit of another person.

**2. GENERAL CONDITIONS**

2.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included);

2.2 Preference point 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 **80/20 /90/10** preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender.

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) 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	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 fill in, 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 together with the bid or an affidavit issued by 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.

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### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 Subject to Section 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 tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
  - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that 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 As per section 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 that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

### **4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **4.1 POINTS AWARDED FOR PRICE**

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80\left\{1 - \frac{P_t - P_{min}}{P_{min}}\right\}$	or	$P_s = 90\left\{1 - \frac{P_t - P_{min}}{P_{min}}\right\}$

Where

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

$P_t$  = Price of tender under consideration

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

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**5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT 5.1 POINTS AWARDED FOR PRICE**

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80\left\{1 + \frac{P_t - P_{max}}{P_{max}}\right\} & or & P_s = 90\left\{1 + \frac{P_t - P_{max}}{P_{max}}\right\}
 \end{array}$$

Where

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

$P_t$  = Price of tender under consideration

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

**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 table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number 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

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- 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 (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 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 tender.
- 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:

**B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6**

B-BBEE Status Level of Contribution..... = ..... *(maximum of 20 points)*

*(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of 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 tender.*

**8. SUB-CONTRACTING**

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

8.1.1 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?  YES /  NO *(delete which is not applicable)*

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

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

9.1 Name of company/ entity: .....

9.2 VAT registration number: .....

9.3 Company Registration number: .....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/ Joint Venture/ Consortium
- One-person business/ sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[SELECT APPLICABLE ONE]

9.5 *I/we, the undersigned, who is / 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 7 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 in order to secure a particular B-BBEE status or any benefit associated with compliance to 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.*

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- (c) *If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.*
- (d) *Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to 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, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury’s List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.*
- (f) *The purchaser may, in addition to any other remedy it may have –*
  - (i) *disqualify the person from the bidding process;*
  - (ii) *recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;*
  - (iii) *cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and*
  - (iv) *forward the matter for criminal prosecution.*
- (g) *The information furnished is true and correct.*
- (h) *The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.*

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

**DATE:** .....

**ADDRESS:** .....  
 .....  
 .....  
 .....

**WITNESSES: 1..... 2.....**

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

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

I hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

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

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100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)		
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)		
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include 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 operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and 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 signed by commissioner.

Deponent Signature: \_\_\_\_\_

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

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Signature & stamp

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**CHECKLIST FOR BID**

The presence of incomplete and/or unsigned and/or absent documents from bid offers have become an unfortunate tendency since the inception of new bid forms in January 2004.

It has become increasingly noticeable that bidders are unaware of the importance of the various bid documents. The finalisations of bids are significantly delayed by the Department’s resultant efforts to obtain the information/signatures/absent documents.

The purpose of this checklist is to:

- highlight all critical documents that constitute a complete bid and provide some general instructions for their completion,
- provide bidders with a final opportunity to ensure that all these critical documents are PROPERLY COMPLETED and INCLUDED in their final offer, and
- enable this office to verify that bidders have attempted to ensure that all required documents in their offer have been completed/signed/included.

Please read this checklist in conjunction with the content of the relevant form in each case.

**Note: Bidders should mark the relevant boxes under the heading” Bidders” with X, please.**

**The Boxes under “Health” will be used to verify replies at this office.**

**Bidders must complete this checklist and include it in their bid documents, please.**

Bidder	
Yes	No

<i>The Special Conditions of bid document provides general instructions regarding critical aspects of the bid process including the provision of samples, testing and inspection of products, statement of supplies, quantities required, delivery rates, provision of prices, use of price increase formulae, payment and negotiations.</i>	
Have you indicated whether your delivery period is firm, whether your bid price will remain firm in all respects for the duration of the contract and whether your prices will be subject to exchange rate variations by circling YES or NO in the relevant paragraphs?	
Have you indicated your delivery rate per week and month and discounts offered on individual orders of various values by completing the relevant paragraphs?	
<b>WCBD 1 constitutes the formalisation of the bidder’s bid and failure to complete and sign it in full may render the bid invalid.</b>	

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Form <b>WCBD 1, INVITATION TO BID:</b> Have you completed all aspects of this form FULLY, including the YES/NO questions? Have you provided a SIGNATURE and indication of the signatory's capacity?		
Did you remember to include your B-BEE status level verification certificate?		
<i>WCBD 3 forms constitute a bidder's offer for a product/service. Bidders must ONLY include completed WCBD 3 forms for products/services on which they have made ACTUAL offers (i.e. bidders should NOT include blank WCBD 3 forms in their offer, please).</i>		
Form <b>WCBD 3.1:</b> Have you provided your company name, bid, number, BID PRICE including VAT and ensured that you have quoted for the correct unit of supply? Have you completed the questionnaire under the table with your prices in full?		
FIRM prices - Form <b>WCBD 3.1/2:</b> Have you furnished all information regarding prices subject to <u>rate of exchange variations</u> in the table provided?		
NON-FIRM prices – Form <b>WCBD 3.1/2:</b> Have you furnished all information regarding prices subject to <u>proven adjustments</u> in the table provided and included as annexures all other relevant details?		
<i>Amended WCBD 6.1 has two purposes. Firstly it is an introduction to terms and definitions used to explain the use of a points system to recommend bids. This form also contains formulae for calculations used during points adjudications.</i>		
<i>Secondly Amended WCBD 6.1 is used by bidders to claim points for being classified as B-BBEE contributor. Bidders are required to provide an original or a certified copy of a B-BBEE certificate issued by a verification body accredited by SANAS.</i>		
Have you read and SIGNED the declaration in paragraph 9.8, provided TWO WITNESS SIGNATURES and your company address?		
Have you completed the Sworn Affidavit – BBEE Qualifying Small Enterprise?		

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**Other general instructions:**

The *General Conditions of Contract* is intended to draw special attention to general conditions applicable to government bids, contracts and orders and to ensure that bidders are familiar with the rights and obligations of all parties involved in doing business with Government. **Bidders must not include the General Conditions of Contract in their bid offers, please.**

Bidders are advised against including bulky product brochures, extensive company profiles and empowerment initiatives in their bid offers **unless they are requested specifically elsewhere in the bid documents, or have a direct influence on the bidder's offer.**

Please sign this checklist as confirmation that it has been read and completed. The signatory shall be the person who signs the **WCBD1 Invitation to Bid** form for and on behalf of the bidder.

\_\_\_\_\_

Print name	Signature	Capacity of signatory (manager, director, etc.)
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*THANK YOU FOR THE TIME AND EFFORT SPENT TO COMPLETE THIS CHECKLIST FULLY AND ACCURATELY*

**For Head Office use only – Verification of information provided by bidder.**

\_\_\_\_\_

Responsible official – print name	Signature and rank	Date
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### **GENERAL CONDITIONS OF CONTRACT**

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

To ensure that clients 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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<b>General Conditions of Contract</b>	
<b>1. Definitions</b>	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	

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	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>1.14 "GCC" means the General Conditions of Contract.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p>

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	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.
<b>2. Application</b>	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.
<b>3. General</b>	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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>

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<b>4. Standards</b>	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>5. Use of contract documents and information; inspection.</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>6. Patent rights</b>	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.
<b>7. Performance security</b>	<p>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.</p> <p>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.</p> <p>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:</p>

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	<p>(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 a cashier's or certified cheque.</p>
	<p>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.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
	<p>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</p>
	<p>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.</p>
	<p>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</p>

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	<p>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.</p>
	<p>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.</p>
<b>9. Packing</b>	<p>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.</p>
	<p>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.</p>
<b>10. Delivery and documents</b>	<p>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</p>
	<p>10.2 Documents to be submitted by the supplier are specified in SCC</p>
<b>11. Insurance</b>	<p>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.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>

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<b>13. Incidental services</b>	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.
<b>14. Spare parts</b>	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

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	(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested
<b>15. Warranty</b>	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.
<b>16. Payment</b>	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.

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	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.
<b>17. Prices</b>	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.
<b>18. Contract amendments</b>	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.
<b>19. Assignment</b>	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.
<b>20. Subcontracts</b>	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
<b>21. Delays in the supplier's performance</b>	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 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

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	<p>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.</p>
	<p>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.</p>
	<p>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.</p>
<b>22. Penalties</b>	<p>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.</p>
<b>23. Termination for default</b>	<p>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:</p> <p>(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;</p> <p>b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(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.</p>

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	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.
<b>24. Anti-dumping and countervailing duties and rights</b>	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
<b>25. Force Majeure</b>	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.
<b>26. Termination for insolvency</b>	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

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	which has accrued or will accrue thereafter to the purchaser.
<b>27. Settlement of disputes</b>	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.
<b>28. Limitation of liability</b>	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.

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<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>31.2 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.</p> <p>31.3 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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation (NIP) Programmed</b>	33.1 The NIP Programmed administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of</b>	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

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

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**ANNEXURE A**

**GROOTE SCHUUR HOSPITAL**

**SPECIAL CONDITIONS OF CONTRACT (REFER TO NO. 28 OF GENERAL CONDITIONS OF CONTRACT)**

**LIABILITIES:**

1. The successful Service Provider will be required to :-	<b>BIDDER'S REPLY</b>
1.1 Indemnify, the <b>GROOTE SCHUUR HOSPITAL</b> against any losses or damages to the Service Provider's property. Every endeavour will be made to protect the firm's property, but <b>GROOTE SCHUUR HOSPITAL</b> will not accept responsibility for any loss or damage thereof.	
1.2 Obey all applicable <b>GROOTE SCHUUR HOSPITAL</b> rules and regulations whilst on <b>GROOTE SCHUUR HOSPITAL</b> premises.	
1.3 Answer any claim arising from injury - fatal or otherwise and proved to have been caused due to negligence on the part of the Service Provider or his employee(s) to any person legally on the <b>GROOTE SCHUUR HOSPITAL</b> premises.	
1.4 The <b>GROOTE SCHUUR HOSPITAL</b> will not accept any responsibility in the event of Injury, fatal or otherwise to the Service Provider or his staff on the <b>GROOTE SCHUUR HOSPITAL</b> premises in the execution of their duties.	
1.5 The Service Provider will accept responsibility for any damage to <b>GROOTE SCHUUR HOSPITAL</b> property or that of staff or members of the public and their property legally on the <b>GROOTE SCHUUR HOSPITAL</b> premises.	
<b>NB: FAILURE TO REPLY ON THE ABOVE MAY INVALIDATE YOUR BID</b>	

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**ANNEXURE B**

**GROOTE SCHUUR HOSPITAL**

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

<b>COMPANY / CONTRACTOR</b>	_____ _____ _____ _____
<b>CONTRACT / BID / SERVICE NUMBER</b>	<b>GSHPT47/2023</b>

**1.1 CONTROL OF AGREEMENT**

- (a) It is duly expected of the Company / Contractor to adhere to all rules and regulations stipulated by the Occupation Health and Safety Act. (Act No. 85 / 1993)
- (b) Company / Contractor are required adhere to all Internal Safety and Security Rules stipulated by this Institution’s Management.
- (c) Company / Contractor are required to take all reasonable precautions and measures to prevent injury or death to any person or damage to property on the premises of this institution whilst carrying out the Contract / Bid or Service No. **GSHPT47/2023**
- (d) Hereby this institution is exempted of any claim or legal action taken by any person/s suffering any loss as stipulated in paragraph 1.1 (c).

**1.2 COMPANY / CONTRACTOR**

Manager	
Designated Work Supervisor	

**1.3 INSTITUTION’S AUTHORISATION**

Manager:	Signature:
Date:	Place:

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ANNEXURE C

**GROOTE SCHUUR HOSPITAL  
OCCUPATIONAL HEALTH AND SAFETY**

**AGREEMENT BETWEEN EMPLOYEE (principal) AND MANDATORY (contractor)**

WRITTEN AGREEMENT BETWEEN \_\_\_\_\_ (EMPLOYER)

AND \_\_\_\_\_ (MANDATORY)

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2020 at \_\_\_\_\_

Signature on behalf of \_\_\_\_\_ (mandatory)

Signature on behalf of \_\_\_\_\_ (employer)

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#### **GENERAL INFORMATION**

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

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**ANNEXURE D**

**GROOTE SCHUUR HOSPITAL - HEPATITIS B INFORMATION SHEET**

**1. WHAT IS HEPATITIS “B”?**

Hepatitis B virus causes an inflammation of the liver cells. It is a serious disease that can be prevented by vaccination prior to exposure. People can carry the Hepatitis B virus for 30-50 years without knowing they are infected.

**2. HOW IS HEPATITIS B TRANSMITTED?**

- Contaminated blood or blood products.
- Contaminated syringes, needles, surgical instruments or razor blades.
- Sexual contact.

**3. HOW IS HEPATITIS B PREVENTED?**

- By vaccination. Hepatitis B vaccine is safe and effective.
- By practising safe sex: one uninfected sexual partner and the use of condoms.
- By following universal (standard) precautions.
- Protective wear: gloves, masks, eye protection and clothing (aprons and gowns).
- Hand hygiene: wash hands thoroughly; cover cuts and abrasions.
- Needles, syringes, and sharps: correct disposal.
- Equipment: must be routinely cleaned. Invasive procedure equipment must be sterilised, and non-invasive equipment must be surgically cleaned before use.

**4. WHAT DOES THE VACCINATION INVOLVE?**

A course of Hepatitis B vaccine consists of 3 doses of vaccine, each 4 weeks apart, followed by one booster dose every 5 years.

**5. WHAT WILL HAPPEN IF A HEALTH WORKER SUFFERS A SHARPS INJURY OR OTHER EXPOSURE?**

- A sample of the health worker’s blood will be drawn and sent for testing to establish whether the health care worker has adequate protection against Hepatitis B i.e. the Hepatitis B antibody level is tested.
- If the antibody level is not adequate, a booster dose of Hepatitis B will be given.

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