

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

BID NUMBER: **WCGHSC0429/2024**

CLOSING DATE: **FRIDAY, 01 NOVEMBER 2024**

CLOSING TIME: **11:00**

FOR THE PROVISION OF RENDERING OF GARDENING SERVICES WITHIN THE THEEWATERSKLOOF SUB DISTRICT WHICH INCLUDES CALEDON DISTRICT HOSPITAL, OVERBERG DISTRICT OFFICE, EMERGENCY MEDICAL SERVICES, VILLIERSDORP CLINIC, GENADENDAL CLINIC, VOORSTREKRAAL SATELITE CLINIC, RIVIERSONDEREND CLINIC, GREYDON CLINIC, BOTRIVIER CLINIC, CALEDON CLINIC AND GRABOUW COMMUNITY HEALTH CENTRE, UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH FOR A THREE (3)-YEAR PERIOD

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

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

Bid documents must be deposited in the **Main entrance of Supply Chain Management Office (M9 Building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie, Bellville**. The bid box is generally open **24 hours a day, 7 days a week**. If you are uncertain about the location of the bid box, please call the responsible official, Mrs Shameez Halifax at (021) 834 9008 for assistance during office hours.

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

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

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

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

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

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

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

WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
01 NOV 2024	
1).....	2)
SIGNED	SIGNED

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

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

Please refer all technical/specification enquiries to Mr Eric Le Keur at telephone no. (028) 212 1070 or 072 214 0306 or email Eric.Lekeur@westerncape.gov.za.

 C Munnik
for **HEAD OF DEPARTMENT**

DATE: 27/09/2024

<p>WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING</p> <p>BID OPENED @ 11:00</p> <p>01 NOV 2024</p> <p>1)..... 2)</p> <p>SIGNED SIGNED</p>
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PART A INVITATION TO BID

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

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

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

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

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	WCGHSC0429/2024	CLOSING DATE:	1/11/2024	CLOSING TIME:	11h00
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DESCRIPTION	RENDERING OF GARDENING SERVICES WITHIN THE THEEWATERSKLOOF SUB DISTRICT WHICH INCLUDES CALEDON DISTRICT HOSPITAL, OVERBERG DISTRICT OFFICE, EMERGENCY MEDICAL SERVICES, VILLIERSDORP CLINIC, GENADENDAL CLINIC, VOORSTEKRAAL SATELITE CLINIC, RIVIERSONDEREND CLINIC, GREYTON CLINIC, BOTRIVIER CLINIC, CALEDON CLINIC AND GRABOUW COMMUNITY HEALTH CENTRE
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Main entrance of Supply Chain Management Office (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 6 am to 5 pm (excluding public holidays)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	S Halifax	CONTACT PERSON	Eric Le Keur
TELEPHONE NUMBER	021 834 9008	TELEPHONE NUMBER	(028) 212 1070
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Shameez.Halifax@westerncape.gov.za	E-MAIL ADDRESS	Eric.Lekeur@westerncape.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	AND	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

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

BID OPENED @ 11:00

01 NOV 2024

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MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

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

DATE:

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

BID OPENED @ 11:00

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NOTICE TO ALL BIDDERS

Compulsory site meeting to be held at Caledon Hospital.

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

Date: 08 OCTOBER 2024

Time: 10:30

Venue: CALEDON HOSPITAL NURSES HOME BOARDROOM

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**WCBD3.3
PRICING SCHEDULE**

BID WCGHSC0429/2024: RENDERING OF GARDENING SERVICES WITHIN THE THEEWATERSKLOOF SUB DISTRICT, DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD

THEEWATERSKLOOF SUB DISTRICT WHICH INCLUDES THE FOLLOWING INSTITUTIONS:

Caledon District Hospital

Overberg District Office

Emergency Medical Services

Villiersdorp Clinic

Genadendal Clinic

Voorstekraal Satellite Clinic

Riviersonderend Clinic

Greyton Clinic

Botrivier Clinic

Caledon Clinic

Grabouw Community Health Centre

<p>WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING</p> <p>BID OPENED @ 11:00</p> <p>01 NOV 2024</p> <p>1)..... 2)</p> <p>SIGNED SIGNED</p>

NAME OF BIDDER:

BID NO: WCGHSC0429/2024

CLOSING TIME: 11h00

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN SA CURRENCY (INCL VAT)		
		Year 1	Year 2	Year 3
1	RENDERING OF GARDENING SERVICES WITHIN THE THEEWATERSKLOOF SUB DISTRICT WHICH INCLUDES THE FOLLOWING INSTITUTIONS: CALEDON DISTRICT HOSPITAL (SEE ANNEXURE A FOR SPECIFICATIONS):	R _____ (Price per month)	R _____ (Price per month)	R _____ (Price per month)
		R _____ (Price per year)	R _____ (Price per year)	R _____ (Price per year)
		R _____ (Price per month)	R _____ (Price per month)	R _____ (Price per month)
		R _____	R _____	R _____
	OVERBERG DISTRICT OFFICE (SEE ANNEXURE A FOR SPECIFICATIONS)	R _____ (Price per month)	R _____ (Price per month)	R _____ (Price per month)
		R _____	R _____	R _____

	<p>EMERGENCY MEDICAL SERVICES (SEE ANNEXURE A FOR SPECIFICATIONS)</p> <p>VILLIERSDORP CLINIC (SEE ANNEXURE C FOR SPECIFICATIONS)</p> <p>GENADENDAL CLINIC (SEE ANNEXURE D FOR SPECIFICATIONS)</p> <p>VOORSTEKRAAL SATELITE CLINIC (SEE ANNEXURE E FOR SPECIFICATIONS)</p> <p>RIVIERSONDEREND CLINIC (SEE ANNEXURE F FOR SPECIFICATIONS)</p> <p>GREYTON CLINIC (SEE ANNEXURE G FOR SPECIFICATIONS)</p>	<p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p>	<p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p>	<p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p> <p>(Price per month) R _____</p> <p>(Price per year) R _____</p>
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 BID OPENED @ 11:00
01 NOV 2024
 1)..... 2)
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	BOTRIVIER CLINIC (SEE ANNEXURE H FOR SPECIFICATIONS)	R_____	R_____	R_____
		(Price per month)	(Price per month)	(Price per month)
	R_____	R_____	R_____	
	(Price per year)	(Price per year)	(Price per year)	
	CALEDON CLINIC (SEE ANNEXURE I FOR SPECIFICATIONS)	R_____	R_____	R_____
		(Price per month)	(Price per month)	(Price per month)
R_____	R_____	R_____		
(Price per year)	(Price per year)	(Price per year)		
GRABOUW COMMUNITY HEALTH CENTRE (SEE ANNEXURE J FOR SPECIFICATIONS)	R_____	R_____	R_____	
	(Price per month)	(Price per month)	(Price per month)	
R_____	R_____	R_____		
(Price per year)	(Price per year)	(Price per year)		

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

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

Shameez Halifax
021 483 9008

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Definition of pricing structures

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

1. Firm prices

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

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

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

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

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

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

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SPECIAL CONDITIONS OF BID

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

1. APPLICATION

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

2. SPECIFIC EXCLUSIONS

The following clauses of the GCC are specifically excluded and shall not form part of the contract to be awarded and concluded with the WCG:

- 2.1 Subcontracts – clause 20;
- 2.2 Penalties – clause 22;
- 2.3 Settlement of Disputes – clause 27; and
- 2.4 Limitation of liability – clause 28.

3. REPLACEMENT CLAUSES

- 3.1 *Clause 20 of the GCC is substituted with the following:*

Subcontracts and assignment

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

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

Penalties and Damages

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

- 3.3 *Clause 27 of the GCC substituted with the following:*

Settlement of Disputes

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

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

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SPECIAL CONDITIONS OF BID (CONTINUED)

3. REPLACEMENT CLAUSES Settlement of Disputes

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

4. PAYMENT

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

5. INDEMNITY

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

6. CONFIDENTIALITY AND DISCLOSURE

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

7. BREACH

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

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

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SPECIAL CONDITIONS OF BID

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

8. WAIVER

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

WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING BID OPENED @ 11:00 01 NOV 2024 1)..... 2) SIGNED SIGNED	
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DISPUTE RESOLUTION PROCESSES

MEDIATION

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

ARBITRATION

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

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

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

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SECTION A

Part 1: SPECIAL CONDITIONS OF BID (REFER TO NO 28 OF GENERAL CONDITIONS OF CONTRACT)

LIABILITIES

BIDDERS RESPONSE
YES/NO

The successful Contractor will be required to:

Indemnify **THEWATERSKLOOF SUB DISTRICT Health Institution** against any losses or damages to the Contractor's property. Every endeavour will be made to protect the firm's property, but **THEWATERSKLOOF SUB DISTRICT Health Institution** will not accept responsibility for any loss or damage thereof.

ObeY all applicable **THEWATERSKLOOF SUB DISTRICT Health Institutions** rules and regulations whilst on the premises.

Answer any claim arising from **injury – fatal** or otherwise and proved to have been caused due to negligence on the part of the Contractor or the Contractor's employee(s) to any person legally on **THEWATERSKLOOF SUB DISTRICT Health Institutions** premises.

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

The Contractor will accept responsibility for any damage caused by the Contractor for equipment, personnel or by whatever means to institutions property to staff or members of the public and their property legally on **THEWATERSKLOOF SUB DISTRICT Health Institutions**.

The Contractor shall at all times be responsible for the acts and omissions, e.g. **death, injury, assault, unlawful unrest**, etc. of 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.

Important

The successful bidder must obtain Public Liability Insurance at own cost comm. Such insurance must also make provision for all vicarious losses and claims for

Proof of validity of the public liability insurance cover to be submitted on a quarterly basis to the Contract Monitoring Section.
FAILURE TO REPLY ON THE ABOVE SHALL INVALIDATE YOUR BID

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PART 2

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. **THEWATERSKLOOF SUB DISTRICT 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,

Advertising and Trading

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

Sub-Contracting or Employment of Staff from Other Parties

The Contractor shall make use only of the Contractor's own site-trained garden workers in accordance with the specifications described in this bid.

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.

Changes to Bidder's Operational Status

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. 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.

Service Level Agreement

A Service Level Agreement will be negotiated with the successful bidder.

Contract Period

The contract period is for a thirty-six (36) month period.

Permanent Reduction or Increase in Scope of Service

The **THEWATERSKLOOF SUB DISTRICT** reserves the right to permanently decrease the number of

Garden workers by giving the Service Provider 3 months (90 days) written notice of its intention to do so.

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

Similarly, the **THEWATERSKLOOF SUB DISTRICT** reserves the right to permanently increase the number

Garden workers via bid expansion. The increased price shall be negotiated with the Service Provider and shall be calculated on a proportional basis.

**BIDDERS RESPONSE
YES/NO**

2.4 Penalties and Pro Rata Deductions

**BIDDERS RESPONSE
YES/NO**

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

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

Miscellaneous penalties:

Late postings per person per day (½ hour after schedule time)	10%
Postings more than 2 hours after scheduled time per person per day	20%
Failed postings per person per day	20%
Sleeping on duty per person per day	10%
Failure in wearing identity cards or any service aids per person per day	10%
Failure adherence to dress code and safety clothing per person per day	20%
Desertion of post per person per shift	20%
If all the personal of the contractor did not sign in or out every morning and afternoon	5% Per Person
Not keeping to the time schedule as provided by the workshop foreman	20%
Failure to provide proof weed control	20%
Failure to perform duties during daily task due to the fact of insufficient equipment or resources supplied by the service provider	5% Per Item
Not supplying month planner by the 1 st of each month.	20%
Not supplying a relieve worker within 2 hours after absence of an employee or desertion of an employee.	20%
Not complying with OHS Regulations per person per day.	10%
Site manger not visiting once a week for checking	10%
Failure to have consumables available per occurrence	10%
Failure to repair faulty or damaged equipment (per item) in given time	10%
Failure to replace damaged equipment in given time	10%

2.5 Occupational Health and Safety Act

The Service Provider shall accept liability in terms of Section 37 of the Occupational Health and Safety Act (No. 85 of 1993). Proof to be provided.

Protection of Service Provider’s Staff

The Department shall not be held liable for any contracted illness or infection to the Service Providers staff arising from duties.

The contractor shall give all staff before commence date of the service, training with regard to Communicable Deceases, TB included, proof to be provided to Support Services -Mr Q. Kotze.

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2.6 Loss, Damage and Safekeeping of Institution Property

The Service Provider is to exercise every precaution to ensure that all **THEEWATERSKLOOF SUB DISTRICT CALEDON** equipment and property entrusted to the Contractor's care is secure and the possibility of loss, unauthorised use and damage is minimised.

THEEWATERSKLOOF SUB DISTRICT in consultation with the Service Provider shall determine the replacement cost of **THEEWATERSKLOOF SUB DISTRICT** equipment and property, other **THEEWATERSKLOOF SUB DISTRICT** 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 **THEEWATERSKLOOF SUB DISTRICT** to the Service Provider.

Similarly, the loss of any other **THEEWATERSKLOOF SUB DISTRICT** property due to the negligence of the Service Provider will be recovered from any payments due to the Service Provider.

Authorised **THEEWATERSKLOOF SUB DISTRICT** representatives and the Contract Administrator 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 **THEEWATERSKLOOF SUB DISTRICT** management.

Any will full or negligent damage to the building, fittings or equipment will be for the Contractor's own responsibility and account to make good.

No change/alterations/additions to the building or infrastructure are allowed without prior written authority from **THEEWATERSKLOOF SUB DISTRICT** management.

2.7 Institution Property Found

The Service Provider shall immediately return to the authorised **THEEWATERSKLOOF SUB DISTRICT** Representative any item of **THEEWATERSKLOOF SUB DISTRICT** property found/recovered by the Service Provider's staff in the course of duties.

2.8 Particulars of garden workers to be deployed at the site

The Service Provider must **provide full particulars of the garden workers to be deployed TWO (2) weeks prior to the commencement** of the service. **A separate list must be completed for each posting.**

The Service Provider, at 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. Proof to be submitted for Ideal Clinic audit, evidence for audit. The training should not take longer than one-day **THEEWATERSKLOOF SUB DISTRICT** Management must be informed 2 days before the training.

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.

2.9 General Standards for Site Administration and Garden Workers

Profile of cleaners to be provided:

Must be a **South African Citizen**. (Proof to be provided)

Must be able to work independently

- Must be able to communicate, read and write in at **least two of the three official** languages of the Western Cape
- At least **70%** of the total labour force used by the contractor should be local community based.

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2.10 Identification for every Garden Worker:

- The Service Provider shall provide a clear identification card with the **photo, full name, identification number**, worn conspicuously on him/her at all times, at the Service Providers own cost and not deducted from the cleaners' salary.

2.11 On-site Administration:

- All on-site administration shall be done in accordance with the site instructions as communicated to the Service Provider in writing from time to time by the User.
- Although details may differ, the following aspects shall be dealt with: -
 - The Code of Conduct of the cleaner.
 - Standards of performance of cleaners and deviations from standards.
 - Uniform and dress standards.
 - Equipment to be used.
 - Duty lists and duty sheets.
 - Lost and found property administration.
 - Controlling of services and attendance.
 - Removal of cleaners from the site.
 - Reporting of incidents to the User.
 - Time and attendance registers as well as late coming.
 - Redeployment of cleaner's/garden workers.

Conduct of Gardening Staff:

- The Department expects the highest possible standard of conduct from the gardening staff.

Changes at Points of Duty:

- The User has the right to inform the Service Provider to redeploy garden workers to best advantage, either permanently or temporarily.

2.12 Tea Breaks and Lunch Breaks:

- The Service Provider is to ensure that the specified numbers of garden workers are continuously deployed at each specified point of service during each shift. Gardening staff may leave their registered point of duty during tea breaks and lunch breaks. (Not exceeding one hour in total)

2.13 Duties:

The Service Provider is to provide after consultation with the **THEEWATERSKLOOF SUB DISTRICT**, Authorised Representative, prior to the commencement of the service, detailed activities to be carried out for each post which is to form the basis of a site procedure manual at each post.

The User shall, however, not instruct garden workers to perform any task which may be out of scope and may detrimental to the employee's safety or health, is beyond his/her strength or competence or which may have a negative effect on his/her status and dignity.

THEEWATERSKLOOF SUB DISTRICT

- The Contractor shall immediately return to the **THEEWATERSKLOOF SUB DISTRICT**
- **Contract Monitoring Administrator** any item of the **THEEWATERSKLOOF SUB DISTRICT** or Private property found in the course of duties.

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2.14 Liaison:

The Contractor shall appoint a Contract Project Officer who shall work in close co-operation with the THEEWATERSKLOOF SUB DISTRICT Contract Monitoring Administrator and Supply Chain Contract Manager to facilitate the flow of accounts, payments, Information, solving of problems, etc. between the parties.

The THEEWATERSKLOOF SUB DISTRICT shall likewise appoint at THEEWATERSKLOOF SUB DISTRICT a Contract Monitoring Administrator to communicate with the Contract Project Officer on an ongoing basis to monitor the standard and quality of the Gardening service provided and to attend to operational as well as technical problems in a positive manner.

2.15 Monitoring:

The Contract Site Supervisor over garden workers must complete a tick sheet daily and hand it to the THEEWATERSKLOOF SUB DISTRICT Contract Administrator on a daily basis.

The Contract Project Officer shall liaise with the THEEWATERSKLOOF SUB DISTRICT Contract Administrator on a daily basis.

The Contractor Project Officer must visit the THEEWATERSKLOOF SUB DISTRICT weekly for check-ups on standard of gardening.

The Contractor Project Officer shall complete the attendance register with the THEEWATERSKLOOF SUB DISTRICT before check-ups.

The Contractor Project Officer shall calculate total hours worked on the Contractors Attendance Register per cleaner, sign off and hand in with the monthly invoice on or before the 3rd working day of the next service month.

The Contractor Project Officer shall complete, sign the Control Register/ Declaration and provide that with the Payslips, Payroll & Supplier Attendance register in with the Invoice at Caledon Hospital.

The THEEWATERSKLOOF SUB DISTRICT Contract Monitoring Administrator has the final prerogative to declare that all the services rendered by the Contractor conform to the specifications of the contract in terms of quality and process.

Control sheets and management reports shall be submitted to THEEWATERSKLOOF SUB DISTRICT NEXT TO THE N2 CALEDON Contract Monitoring Administrator on a daily basis.

2.16 Communication:

The THEEWATERSKLOOF SUB DISTRICT Contract Monitoring Administrator shall Communicate with the Contract Project Officer on an ongoing basis about routine issues and to monitor the standard and quality of the service rendered.

The THEEWATERSKLOOF SUB DISTRICT Contract Monitoring Administrator shall also address operational and technical problems that may arise in consultation with the Contract Project Officer.

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A Standing Liaison Forum with identified role players from the THEEWATERSKLOOF SUB DISTRICT and the Supply Chain Contract Manager with the Contractor will be held on at least a quarterly basis.

Monthly and other ad hoc meetings will be held with the Contractor and other stakeholders as determined by the THEEWATERSKLOOF SUB DISTRICT Contract Administrator.

The THEEWATERSKLOOF SUB DISTRICT Contract Monitoring Administrator shall communicate with the Contract Project Officer on an ongoing basis about routine issues and to monitor the standard and quality of the service rendered.

A Standing Liaison Forum with identified role players from the THEEWATERSKLOOF SUB DISTRICT and the Supply Chain Contract Manager with the Contractor will be held on at least a quarterly basis.

Monthly and other ad hoc meetings will be held with the Contractor and other stakeholders as determined by the THEEWATERSKLOOF SUB DISTRICT Contract Administrator.

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The THEEWATERSKLOOF SUB DISTRICT Contract Monitoring Administrator shall also address operational and technical problems that may arise in consultation with the Contract Project Officer.

Standing Liaison Forum with identified role players from the THEEWATERSKLOOF SUB DISTRICT and the Supply Chain Contract Manager with the Contractor will be held on at least a quarterly basis.

Monthly and other ad hoc meetings will be held with the Contractor and other stakeholders as determined by the THEEWATERSKLOOF SUB DISTRICT Contract Administrator.

2.17 Facilities

Staff Facilities:

- In terms of the Facilities Regulations promulgated in Notice R924 it is a requirement that proper facilities are provided,
- For workers in terms of safekeeping of possessions, toilets, changing rooms and dining facilities.
- The Contractor shall be responsible to comply with these regulations at own cost.
- However, the following facilities are made available for these purposes under the following conditions:

2.18 Toilets Room:

A Toilet situated at THEEWATERSKLOOF SUB DISTRICT shall be made available of the contract in order to comply with the abovementioned regulations.

The Room shall be staffed, controlled, managed and supervised by the Contractor who shall have a supervisor on duty at the Room whenever the Room are open.

The Room shall not be used, playing of games or meetings.

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The Contractor shall be responsible for the security of the entire Room as well as the safekeeping of THEEWATERSKLOOF SUB DISTRICT property entrusted to the Contractor's care whilst the Room 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.

The THEEWATERSKLOOF SUB DISTRICT shall be responsible for normal maintenance issues e.g. leaking taps, locks, lighting, Blockages, which are to be reported to the Contract Administrator.

Other facilities:

It may be necessary for operational reasons to establish other similar satellite facilities in other buildings for use by the Contractor.

Where this occurs, it will be formally documented together with the condition of use and appended to the Service Level Agreement.

2.19 Staffing

Organisation:

Sufficient and appropriate numbers and levels of staff must be provided by the Contractor to render the specified on-site services satisfactorily and efficiently at all times: -

As per specifications sheet attached per clinic. (Annexure A- J)

Bidders shall submit an organogram/list of employees of the proposed Gardening Service staff that will be deployed

On-site at the THEEWATERSKLOOF SUB DISTRICT. (Their qualifications, experience and duties must. Also, be provided with CV).

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.

Dress Code of Staff

The Contractor shall ensure that staffs are appropriately dressed and presentable at all times while on the THEEWATERSKLOOF SUB DISTRICT premises.

All of the Contractor's staff shall wear appropriate and uniform protective clothing, which must be clearly and prominently embossed with a company logo, and shall be of a standard that is not inferior to that of the THEEWATERSKLOOF SUB DISTRICT own staff engaged in similar duties.

The Contractor shall provide staff that are deployed with photo-identification badges, which shall be worn and displayed at all times by the staff while on the THEEWATERSKLOOF SUB DISTRICT premises.

2.20 Smoking:

The Contractor's staff shall comply with the Provincial Government smoking policy.
No smoking on a Health Institution.

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Control of Staff:

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.

Conduct of Staff:

The Contractor shall ensure that staff carry out their duties and behave in as quiet and orderly manner as may be reasonable practicable while on the **THEEWATERSKLOOF SUB DISTRICT** 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 procedure of the **THEEWATERSKLOOF SUB DISTRICT** staff and CALEDON HOSPITAL functioning.

Contractor's staffs are to respect the THEEWATERSKLOOF SUB DISTRICT staff rights to privacy and confidentiality.

While on the THEEWATERSKLOOF SUB DISTRICT premises, staff shall comply with THEEWATERSKLOOF SUB DISTRICT Policy and procedures and shall comply with safety and security directives.

The THEEWATERSKLOOF SUB DISTRICT Contract Administrator shall have the right to instruct the

Contract Project Officer to remove, from the THEEWATERSKLOOF SUB DISTRICT premises, any of the Contractor's staff who engages in horseplay, is disorderly, is disruptive, who transgresses any THEEWATERSKLOOF SUB DISTRICT policy, who is under the influence of alcohol or other substance, who divulges any detail of THEEWATERSKLOOF SUB DISTRICT staff or whose presence onsite is undesirable.

No organised labour activity is allowed on THEEWATERSKLOOF SUB DISTRICT premises.

2.21 Gardening Contract Association:

It is a condition of this bid that the Service Provider is registered with a contract association for a continued period of not less Than one year and the status quo shall remain for the contract period. Evidence to be provided with Bid Documents.

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PART 3: STATUTORY AND OTHER 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, shall 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 the bid document.

3.1 Organisation status of Bidder Documentary evidence to be provided

- Individual ownership

Yes	No
No	
- A company

Yes	No
-----	----
- A close corporation

Yes	No
-----	----
- Partnership

Yes	No
-----	----
- Joint venture

Yes	No
-----	----
- Documentary evidence to be provided.

3.1.1 Documentary Evidence Required

- 3.1.1.1 Company: Public or private company registration issued by the Registrar of Companies, including the names of the directors and shareholders certificates of each shareholder.

Yes	No
-----	----
- 3.1.1.2 Close corporation; CK1 and CK2 certificates of the Registrar of Close Corporations

Yes	No
-----	----
- 3.1.1.3 Copy of partnership agreement and in the case of joint ventures And consortia a memorandum of understanding.

Yes	No
-----	----

3.2 Registration in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 Documentary evidence required.

- 3.2.1 Is the bidder registered with the Commissioner for COID?

Yes	No
-----	----
- 3.2.2 Provide documentary evidence (letter of good standing) of current valid registration.

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3.3 **Unemployment Insurance Fund Registration (UIF) Documentary evidence required.**

3.3.1 Is the bidder registered with the Commissioner for UIF?

3.3.2 Provide documentary evidence (letter of good standing- Labour Department) of current valid registration.

3.4 **Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations of the Act Documentary evidence required.**

3.4.1 Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act?
Documentary evidence to be provided.

3.5 **Skills Development Levies Act (9 of 1999) Documentary evidence required 3 weeks after awarding contract.**

3.5.1 Is the bidder registered with the Department?

3.5.2 **Provide documentary evidence of current valid registration, if the value of the 12 months salaries is currently R500 000.00 and more.**

If the service provider expects that the total salaries will be more than R500 000.00 documentary evidence of registration at SARS must be provided, no later than three weeks after awarding of the contract.

(SDL - 1% OF THE TOTAL AMOUNT PAID IN SALARIES TO EMPLOYEES) (INCLUDING OVERTIME PAYMENTS, LEAVE PAY, BONUSES, COMMISSIONS AND LUMP SUM PAYMENTS)

Any employer whose total remuneration subjected to SDL does not exceed R500 000.00 in the next 12 months could contact SARS for exemption. Documentary evidence to be provided.

3.6 **Membership with gardening contract association Documentary evidence required.**

3.6.1 Is the bidder registered with SABI / SALI Contract Association?

3.6.2 Provide documentary evidence of current valid membership

3.7 **VAT Registration Documentary evidence required.**

3.7.1 Is the bidder registered for VAT?

3.7.2 Provide VAT Registration Number
Documentary evidence to be provided.

3.8 **Pay as you earn (PAYE) Documentary evidence required.**

3.8.1 Is the bidder registered with the Commissioner for PAYE?

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

3.9 **Provident Fund/Pension Fund Documentary Evidence required.**

3.9.1 Is the bidder contributing to a Provident Fund/ Pension Fund/ Deferred retirement?

 Yes No

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

3.10 **Public Liability Insurance Documentary evidence required.**

3.10.1 Is the bidder currently insured against liability claims?

 Yes No

3.10.2 What is the amount insured?
Documentary evidence to be provided.

**All offers will be evaluated by the statutory and mandatory requirements.
Valid TCC, WCSDB, CSD, BBEEE evidence to be provided with bid documents.**

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(Paragraphs 4.1 – 4.6.1 inclusive)

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

4.1 ORGANISATIONAL INFRASTRUCTURE

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

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

4.1.2.1 Do any of the above have any ownership or interest in any other Cleaning Service providers Business?

4.1.2.1.1 If YES, full details must be declared with the bidder.

4.1.3 Management

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SURNAME & INITIALS	ID NUMBER	MALE OR FEMALE	DESIGNATION OR TITLE
			Managing Director or Member
			General Manager
			Operations Manager
			Area Manager
			Site Manager (This bid)
			Training Manager

4.2 **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.

Payments can be expected within 30 days of submission of a valid original tax invoice at the end of the month in which the service was provided.

4.3 **Total Number of Employees**

Designation

- **Management**
- **Administration**
- **Supervisors**
- **Cleaners**
- **Other**

Number

4.4 Indicate Percentage Turnover of Cleaners during the last 12 Months.

- Less than 20%**
- Between 21 -50%**
- Over 50%**

Number

4.5 **Physical Infrastructure**

4.5.1 **Administration Office**

4.5.1.1 **Where is the bidder's administrative office which will be responsible for the site?**

State physical address and telephone numbers.

.....

.....

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

State capacity.

.....

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

.....

4.5.1.4 Further information regarding the Head Quarters:

- 4.5.1.4.1 Is it a guaranteed 24-hours service? YES NO
- 4.5.1.4.2 Is it situated at home? YES NO
- 4.5.1.4.3 Is it a dedicated Administration Office? YES NO
- 4.5.1.4.4 Landline telephones in Administration Office? YES NO
- 4.5.1.4.5 Activated cell phones in Administration Office YES NO
- 4.5.1.4.6 Fax in Administration Office. YES NO
- 4.5.1.4.7 Administration Office always manned by well-trained staff who
Can handle emergency situations. YES NO

4.6 **Uniforms**

- 4.6.1 Does the bidder have a dress code that makes it compulsory
For staff to wear a clean and neat uniform at all times? YES NO
- The uniform shall be distinguishable from the general public and
THEEWATERSKLOOF SUB DISTRICT staff.

4.7 **Identification Badges**

- Does the bidder have its own corporate photo-identification
badge YES NO
- Which is compulsory for employees to display clearly when on
site?

4.8 **Gardening Contract Experience**

4.8.1 Previous Gardening contract experience over the past three (3) years, but not less than six (6) months.

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

4.8.2 Current gardening contract experience.

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

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SECTION B

Part 5: GENERAL SITE SPECIFICATIONS

BID NUMBER WCGHSC0429/2024

The following specifications will apply to all sites:

Caledon District Hospital	ANNEXURE A
Emergency Medical Services	ANNEXURE A
Overberg District Office	ANNEXURE A
Villiersdorp Clinic	ANNEXURE C
Genadendal Clinic	ANNEXURE D
Voorstekraal Satellite Clinic	ANNEXURE E
Riviersonderend Clinic	ANNEXURE F
Greyton Clinic	ANNEXURE G
Botrivier Clinic	ANNEXURE H
Caledon Clinic	ANNEXURE I
Grabouw Community Health Centre	ANNEXURE J



BIDDERS RESPONSE
YES/NO

- 5. TRANSFER AND CESSION OF CONTRACT
 - 5.1 The successful bidder must provide the proposed gardening service himself. **The use of sub-contractors will not be allowed.**
 - 5.2 **The successful bidder may not cede, transfer, sell or alienate this contract or any part of it in any way to any person or company within the first 3 (three) months of the contract.** The contract may only be ceded/transferred after this period with prior written permission from the Chief Executive Officer: Contract Management Head Office and provided that the cessionary is able to comply with all requirements of this contract.
- 6. BREACH, TERMINATION AND EXPIRY OF CONTRACT
 - 6.1 Should either party commit a breach of the provisions of the contract and fail to remedy the breach within 14 (fourteen) days after receipt of written notice to do so, the non-defaulting party shall be entitled to cancel the contract on written notice, sent to the other party at the address appearing in the bid documents, without prejudice to any other right which the non-defaulting party may have as a result of such breach. The parties agree that the provision of Paragraph 23 of the General Conditions of Contract will apply in such an event, if it is not in conflict with this contract.
 - 6.2 The Contractor agrees that the THEEWATERSKLOOF SUB DISTRICT premises may be viewed at any reasonable time by other prospective bidders during the last 6 months of the contract period.

ADDENDUM

Note 1	<p>Important notes to the bidders:</p> <ul style="list-style-type: none"> • Prices • Evaluation of bid preference point system • Employment Act • OHS • No staff demonstrations onsite, near the hospital, irrespective the problem. 	
Note 2	<p>Documents to be attached:</p> <ul style="list-style-type: none"> • SABI (South African Irrigation Institute) or SALI (South African Landscaping Institute) Registration • OHS Certification • Public Liability Insurance, (In the form of a letter of an Insurance Company and or Bank) • Working experience, (Relevant to Scope). Reference letters must be supplied / minimum of 3 letters. • Letter of Good standing (compensation for occupational injuries and Diseases Act 130 of 1993 (As Amended)) 	

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ADDENDUM

		Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
Note 3	<ul style="list-style-type: none"> • 30mm thick compost mulch, 60grams/m² of slow release fertiliser – to be all bedding and lawn. The application of mulch to be applied as needed, • a layer of well decomposed mulch is to be maintained on all beds throughout the year, • All organic materials are to be procured from a recognized and reputable supplier. (To be discussed after awarding of tender) • To be applied quarterly or as discussed as per planned program. • Chemicals must be provided by the contractor (all chemicals to be complied to the National Standards and should not be harmful to the environment-list of chemicals to be provided) 	
Note 4	<ul style="list-style-type: none"> • Fertiliser will be supplied and applied by service provider. • Any build-up of algae or moss is to be cleaned off immediately • Cleaning with a high pressure cleaner to be done quarterly or as per program. (If water restrictions are not implemented) • Spraying away of algae on paved areas, to be completed as required or as per program. • A report needs to be completed and submitted if on-going diseases are forth coming, (Nature of disease, and prevention method) 	
Note 5	<ul style="list-style-type: none"> • Watering: To be completed twice a week or as per water restrictions within the Caledon Theewaterskloof District area. 	
Note 6	<p>Additional requirements:</p> <ul style="list-style-type: none"> • A monthly site visit to be done by a qualified Horticulturist to ensure the following (covered within the BID Price): <ul style="list-style-type: none"> a) Optimum growth and maturation of all trees b) Pruning c) Trees and scrubs d) Composting e) Fertilizers f) Mowing g) Relocation and transplanting of landscaping where and when required. h) A monthly report to be compiled. 	
Note 7	<p>NB: In terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act No. 36 of 1947, companies must be registered. Please provide evident proof of registration at time of bid closing. Where documentary evidence is required such documentation so required must be the original or copies certified by a Commissioner of Oaths".</p>	

Supply Chain Management Procurement System for an open bid process,

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Checklist Gardening Services 2025-2028

This form is used to monitor, check and mark of work done by Gardening Contractor. A percentage will be worked out by taking the amounts of yes or no against the number of checkpoints.

Checklist			
CLINIC NAME _____	FULL DATE _____		
		yes	no
1	Grass mowed and trimmed		
2	Grass clippings to removed and disposed the same day		
3	Flower beds to be cleaned and weed removed		
4	All drains, ditches and furrow's cleaned		
5	All garbage bins emptied during day		
6	Paving and court yard cleaned		
7	Cigarette buds and litter on premises cleared		
8	Weed in gully and storm water channel cleaned		
9	Court yards cleaned of weed and bird droppings		
10	Plants and lawn in clinic premises watered		
11	Weed control been done		
12	Garden equipment on standard		
13	Plants and trees trimmed		
14	Pot plants on premises clean and watered		
15	Service provider sent a monthly progress report		
16	Are the recommended nr of employees of service provider on site as per contract		
17	Do employees of service provider worked on site as per contract (day/time)		
18	Attendance register to be signed in and out by all employees of services provider		
19	Employees of Service Provider wear safety clothing on site		
20	Is the employees of the Service Provider clearly identified (name of company on cloths or identity name budge)		
21	Do the employees of the Service Provider adhere to the OHS regulations		
22	Weekly planner of employee's duties must be forwarded to contract manager.		
23	Are the name of employee working on site been communicated with clinic manager and contract manager		
24	Notification of dates when grass will be cut to prevent any damages to vehicles		
25	Month on Month communication between Service Provider and contract manager		
27	Are any damage on property been reported to Caledon workshop manager		
28	Is there any signs in place to indicate work in progress by service provider		
29	Are any incidents and damages reported by Service Provider to contract manager		
30	Do Service Provider comply with bid specification compliance schedule		

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7. GENERAL DESCRIPTION OF GARDENING SERVICE

- 7.1 The Contractor shall provide the services as detailed above in accordance with the standard set and the requirements of the client.
- 7.2 The Contractor will supply **all gardening materials and equipment** necessary for carrying out of the contract.
(The Contractor's own expenses unless otherwise stated in the specification.)
- 7.3 A representative of the Contractor shall visit the Health Institution and sign an attendance register at the Health Institution.
- 7.4 The appointed Contractor shall have a **minimum of 6 months experience** in the gardening service **within a Health Environment** and should allow its staff to be accessible to in-service training from personnel on relevant work-related issues.
- 7.5 Control measures to be utilised by the Contractor to monitor the timekeeping of the workforce.
- 7.6 The Contractor shall investigate any staff transgression as reported to them re: disappearing from point of duty, absenteeism, alcohol abuse, extended lunch or tea breaks and replace staff when necessary.
 - All consumables used by the Contractor must comply with the standards set/laid down by the
 - South African Bureau of Standards. The client prior to the commencement of the bid shall clear a list of consumables or items to be used on site.

PLEASE NOTE: Companies must adhere to labour prescripts as to the maximum number of hours that a Garden worker may work.

8. GENERAL REQUIREMENTS

- 8.1 A Service Level Agreement shall be entered into with the successful bidder.
- 8.2 Adequate stock levels must be maintained at all times.
- 8.3 The Contractor shall supply an adequate labour force in order to render a service of a standard acceptable to the client.
- 8.4 Substitute/Relieve staff must be provided for persons on leave, or sick.
- 8.5 A supervisor with the necessary skills must be available at all times to plan and monitor the work.

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**CALEDON DISTRICT HOSPITAL – THEWATERSKLOOF SUB DISTRICT
SPECIFICATION
CONTRACT PERIOD: 36 MONTHS**

GARDENING SERVICES

1.	REQUIREMENTS	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	To deliver a Gardening Service to the Department of HEALTH at CALEDON DISTRICT HOSPITAL – for 36 months	
1.1	CALEDON DISTRICT HOSPITAL, OVERBERG DISTRICT OFFICE AND EMERGENCY MEDICAL SERVICES – Corner of Nerina and N2 Highway, Caledon (Opposite Fresh stop)	
1.2	TOTAL GARDENING PERSONNEL FOR CALEDON DISTRICT HOSPITAL: 3 Gardeners + 1 Supervisor assist gardeners	
2	OBJECTIVES	
	To ensure that: Caledon District Hospital grounds are clean and neat.	
3	DUTIES	
3.1	Deliver Gardening Services to the Caledon District Hospital.	
4	Tasks	
4.1	<p>Weeding, (whole of premises from border to border fence) turning open shrub areas, Cleaning of flowerbeds.</p> <ul style="list-style-type: none"> • Mowing and trimming of grass areas are as follows: • To supply a monthly planner by the 1st of a new month to the workshop manager with regards to gardening. • All grass is to be maintained at a length of 25mm above ground level. • All grass clippings to be collected and removed on the same day of mowing. • All drains, ditches and furrows are to be cleaned. • Through the week (on a daily basis) or as discussed with the workshop manager. (A weekly plan must be provided on a weekly basis or prior to the relevant week, to the workshop manager.) At the end of the day all Grass areas must be permanently controlled. • All refuse must be discarded of on a daily basis by the service provider by means of LDV (cost incl in quote). No litter or black bags to be left on the premises. • Emptying of all exterior dirt bins • Cleaning of flower beds (weeds, papers, and debris) • Natural lawn areas: Cut natural lawn areas • Petrol, black bags, all consumables to be provided by service provider • Way finding signs to be cleaned periodically as necessary. • Pruning and trimming of plants and trees as required. (Excluding pruning higher than 3 meters.) • All trees and shrubs are to be pruned regularly by using the lower crotch pruning method. • Fertilizing in March and October. (Fertilizer to be provided by Service Provider) 	

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	<ul style="list-style-type: none"> ➤ Site manager must remove all refuse to the dumping grounds at its own cost on a daily basis. ➤ A list of inventory products must be provided prior to commencement date to be signed off by workshop manager. All tools must be onsite during service delivery. <ul style="list-style-type: none"> • All open areas around the buildings on the premises to be cleaned and weeds controlled, all roadways, kerbing, channels, paved areas, lamp posts, drain and sprinkler valve corners are to be kept free of weeds by chemical means. It is required that each application should have a follow-up of not more than 14 days after the initial application. • Weeds in gully and storm water channelling to be sprayed and cut with edge cutters and the roof gutters and storm water channelling must be cleaned thoroughly. • To clean all courts and weed control. • All cigarette buds on the premises of the garden, buildings and courtyards must be cleared. (Especially at the front of the main entrance area) 	
	<ul style="list-style-type: none"> • The entire site is to be kept free of windblown or person-strewn litter at the time of each service. • Cleaning of all outside under roof ceilings and court ceilings. • Cleaning of all bird droppings on roof and around buildings, paved areas and walls, metal frames AC unit cover. • Clean and discard all bird nests in gutters, light frames and storm water pipes. • Clean all name directions boards and report any damage to workshop foreman. • Cutting of all trees as well as trimming behind workshop, Foreman House, and as then indicated by the workshop manager. Grass Cut and bush clearance must take place daily from border fence to border fence. • 3 Workers must be on the premises on a daily basis plus 1 Supervisor. (Supervisor to supervise and assist). • Hours: Monday, Tuesday, Wednesday, Thursday, Friday from 08:00am to 16:00pm, Saturday 08:00am to 10:00pm (2 workers), except public holidays. Attendance register to be signed in and out by all employees of the gardening services each day at workshop to be checked by the contract management or workshop foreman. (Time Sheet) • Main entrance section between N2 and hospital gate are also to be maintained. • Report all damages to the fence around the property of the premises while cleaning to the workshop manager. 	

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	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	<ul style="list-style-type: none"> • Clear and weed control an area of 4 meters on the inside of the fence for fire preventing measures all-round the border. (Fire Break, Fire Belt.) • Estimated property area: 9.0225 • Watering of plants and lawn areas. (Hoses and connections to be provided by bidder.) (Water restrictions, budget constraints) • Take note that every second month a meeting will take place between the service provider manager and the workshop foreman to discuss any shortcomings. A date will be provided by the workshop manager a week prior to intended date of meeting. • Molehills, the contractor must level all molehills and where necessary, the soil must be compacted to ensure that no injury will be caused to a person should the person step on the levelled surface. • All pot plants on the premises to be watered, fertilized and cleaned • All employees of the gardening services must sign in every morning at workshop and out on leaving the grounds. (Attendance Register) The service provider Site Manager to check and sign the attendance registers weekly together with the Operational Manager. • Orders are only to be taken from the following persons: Mr. Neels de Villiers -Workshop Monitoring Services Mr. Eric Le Keur -Workshop Manager Ms Nobahle Fudu – Contract Monitoring <p>7. Or as notified by relative party in writing. Site checks can be done at any given time by Contract Management. Photos of the site will be taken for record purposes and in the case of work not done property for proof, to check and proof material and tools used.</p>	

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**VILLIERSDORP CLINIC – THEEWATERSKLOOF SUB DISTRICT
SPECIFICATION
CONTRACT PERIOD: 36 MONTHS**

GARDENING SERVICES

1.	REQUIREMENTS	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	To deliver a Gardening Service to the Department of HEALTH at Villiersdorp CLINIC – for 36 months	
1.1	1. VILLIERSDORP CLINIC – 1 Main road, VILLIERSDORP	
1.2	TOTAL GARDENING PERSONNEL FOR VILLIERSDORP CLINIC: Worker 1	
2	OBJECTIVES	
	To ensure that: Willa Clinic grounds are clean, neat, weed control and pesticide controlled.	
3	DUTIES	
3.1	Deliver Gardening Services to the Villiersdorp Clinic	
4	Tasks	
4.1	<p>Weeding, (whole of premises from border to border fence) turning open shrub areas, Cleaning of flowerbeds.</p> <ul style="list-style-type: none"> • To supply a monthly planner by the 1st of a new month to the workshop manager with regards to gardening. • All drains, ditches and furrows are to be cleaned inclusive of each service provided. • All refuse must be discarded of on a daily basis by the service provider by means of LDV (cost incl in quote). No litter or black bags to be left on the premises. • Emptying of all exterior dirt bins • Cleaning of flower beds (weeds, papers, and debris) • black bags, all consumables to be provided by service provider. • Pruning and trimming of plants and trees as required. (Excluding pruning higher than 3 meters.) • All trees and shrubs are to be pruned regularly by using the lower crotch pruning method. • Fertilizing in March and October. (Fertilizer to be provided by Service Provider) 	
	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	<ul style="list-style-type: none"> • Weed control 2 per month. (Court Yards, paved areas parking bays, whole of premises. 	

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	<p>Control Method:</p> <ul style="list-style-type: none"> ✓ Use Round Up Turbo: NOT TO BE USED IN FLOWER BEDS <p style="margin-left: 40px;">Kills roots Kills & Prevents weeds for 12 Months Rain proof in 30 Minutes Visible results in 12 Hours For use on driveways, Patios, sidewalks and Gravel areas.</p> <p>(Chemicals to be provided by service provider)</p>	
	<ul style="list-style-type: none"> • Weed control 2 per month. (Court Yards, paved areas parking bays, whole of premise) 	
	<ul style="list-style-type: none"> ➤ Treatment Procedure <ul style="list-style-type: none"> ✓ Products are bought from registered suppliers ✓ Service/Sprays/Treatment will be booked in advance. <ul style="list-style-type: none"> Clean up all dead pests and plagues after 2 days of initial fumigation. <ul style="list-style-type: none"> • Current and future paved areas to be freed from weeds and leaves. • Application of Herbicides as and when required or requested. • Additional planting should be taken from cut offs, replants. New plants must be requested at the hospital. The request will be placed on Trade World and will follow the process of vetting on which the service provider shall be notified if approved by vetting and when he can expect delivery of the plants. The plants shall come from the hospitals budget. Lawn areas including. • Flowerbeds must be cleaned on a daily basis and to be kept weed free. • Equipment that must be allowed for in the quote: <ul style="list-style-type: none"> • Small hand tools i.e. forks, spades, brooms, rakes hoses, connectors etc. 	

	<p>Tasks (Continuation)</p>	<p>Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom</p>
	<ul style="list-style-type: none"> • Equipment that must be allowed for in the quote: • All hand gardening tools to be provided by the service provider. • Site manager must remove all refuse to dumping grounds at its own cost. • A list of inventory products must be provided prior to commencement date to be signed off by the workshop manager. All tools must be on site during day of service delivery. • Cleaning of all bird droppings on roof and around buildings, paved areas and walls. • Open area in front of the buildings on the premises to be cleaned and weeds controlled, It is required that each application should have a follow-up of not more than 14 days after the initial application. • Weeds in gully and storm water channelling to be sprayed and cut with edge cutters and the gullies and storm water channelling must be cleaned thoroughly. 	

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**GENADENDAL CLINIC – THEWATERSKLOOF SUB DISTRICT
SPECIFICATION
CONTRACT PERIOD: 36 MONTHS**

GARDENING SERVICES

1.	REQUIREMENTS	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	To deliver a Gardening Service to the Department of HEALTH at GENADENDAL CLINIC – for 36 months	
1.1	Genadendal CLINIC – Strydom Avenue, Genadendal	
1.2	TOTAL GARDENING PERSONNEL FOR GENADENDAL CLINIC: 1 Worker	
2	OBJECTIVES	
	To ensure that: Genadendal Clinic grounds are clean and neat.	
3	DUTIES	
3.1	Deliver Gardening Services to the Genadendal Clinic	
4	Tasks	
4.1	<p>Weeding, (whole of premises from border to border fence) Turning open shrub areas, cleaning of flowerbeds.</p> <ul style="list-style-type: none"> • Mowing and trimming of grass areas are as follows: • To supply a monthly planner by the 1st of a new month to the workshop manager with regards to gardening. • All grass is to be maintained at a length of 25mm above ground level. • All grass clippings to be collected and removed on the same day of mowing. • All drains, ditches and furrows are to be cleaned inclusive of each service provided. • All refuse must be discarded of on a daily basis by the service provider by means of LDV (cost incl in quote). No litter or black bags to be left on the premises. • Emptying of all exterior dirt bins • Cleaning of flower beds (weeds, papers, and debris) • Natural lawn areas: Cut natural lawn areas • Pruning and trimming of plants and trees as required. (Excluding pruning higher than 3 meters.) • All trees and shrubs are to be pruned regularly by using the lower crotch pruning method. • Petrol, black bags, all consumables to be provided by service provider • Fertilizing in March and October. (Fertilizer to be provided by Service Provider) 	

	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	<p>Weed control 2 per month. (Court Yards, paved areas parking bays, whole of premises.</p> <p>Control Method: <input checked="" type="checkbox"/> Use Round Up Turbo: Kills roots NOT TO BE USED IN FLOWER BEDS Kills & Prevents weeds for 12 Months Rain proof in 30 Minutes</p>	

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	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	<ul style="list-style-type: none"> • Weeds in gully and storm water channelling to be sprayed and cut with edge cutters and roof gutters and storm water channelling must be cleaned thoroughly. • To clean the court of weed and bird droppings, and pesticides control. • All cigarette buds on the premises of the garden, buildings and courtyard must be cleared. (Especially at the front of the main entrance area) • The entire site is to be kept free of windblown or person-strewn litter at the time of each service. • 1 Workers must be on the premises on a daily basis. • Hours: Monday, from 08:00am to 16:00pm, during the second and fourth week of the month or as discussed with the workshop manager except public holidays. Attendance register to be signed in and out by all employees of the gardening services each day of visit at the reception. If day of service falls on a public holiday than as discussed prior with Mr De Villiers the service must be done on another day not exceeding 3 days after the initial service should have taken place. • Main entrance to be included at front from gate. Report all damages to the fence around the property of the premises while cleaning to the workshop manager/Operational Manager. • Watering of plants and lawn areas. (Hoses and connections to Molehills, the contractor must level all molehills and where necessary, the soil must be compacted to ensure that no injury will be caused to a person should the person step on the levelled surface. • Watering of plants and lawn areas. (Hoses and connections to be provided by bidder.) (Water restrictions) • All pot plants on the premises to be watered, fertilized and cleaned. All employees of the gardening services must sign in every morning at nursing staff station and out on leaving the grounds. (Attendance Register) To be kept at nursing staff. The service provider Site Manager to check and sign the attendance registers weekly together with the Operational Manager. • Orders are only to be taken from the following persons: <ul style="list-style-type: none"> Mr. Neels de Villiers -Workshop Monitoring Services Mr. Eric Le Keur -Workshop Manager Ms Naomi Love– Operational Manager Ms Nobahle Fudu – Contract Monitoring Or as notified by relative party in writing. <ul style="list-style-type: none"> ○ Site checks could be done at any given time by Contract Management. ○ Photos of the site will be taken for record purposes and in the case of work not done properly for proof, to check and proof material and tools used. 	

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**VOORSTEKRAAL SATELITE CLINIC –THEEWATERSKLOOF SUB DISTRICT
SPECIFICATION
CONTRACT PERIOD: 36 MONTHS**

GARDENING SERVICES

1.	REQUIREMENTS	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	To deliver a Gardening Service to the Department of HEALTH at Voorstekraal CLINIC – for 36 months	
1.1	VOORSTEKRAAL CLINIC – Alwyn Street, Voorstekraal	
1.2	TOTAL GARDENING PERSONNEL FOR VOORSTEKRAAL CLINIC: 1 Worker	
2	OBJECTIVES	
	Deliver Gardening Services to Voorstekraal Clinic	
3	DUTIES	
3.1	Deliver Gardening Services to Voorstekraal Clinic	
4	Tasks	
4.1	<p>Weeding, (whole of premises from border to border fence) turning open shrub areas, Cleaning of flowerbeds.</p> <ul style="list-style-type: none"> • Mowing and trimming of grass areas are as follows: • To supply a monthly planner by the 1st of a new month to the workshop manager with regards to gardening. • All grass is to be maintained at a length of 25mm above ground level. • All grass clippings to be collected and removed on the same day of mowing. • All drains, ditches and furrows are to be cleaned inclusive of each service provided. • Write through the week on a daily basis or as discussed with the workshop manager. (A weekly plan must be provided on a weekly basis or prior to the relevant week, to the workshop manager.) At the end of the day all Grass areas must be permanently controlled. • All refuse must be discarded of on a daily basis by the service provider by means of LDV (cost incl in quote). No litter or black bags to be left on the premises. • Emptying of all exterior dirt bins • Cleaning of flower beds (weeds, papers, and debris) • Natural lawn areas: Cut natural lawn areas • Petrol, black bags, all consumables to be provided by service provider • Pruning and trimming of plants and trees as required. (Excluding pruning higher than 3 meters.) • All trees and shrubs are to be pruned regularly by using the lower crotch pruning method. • Fertilizing in March and October. (Fertilizer to be provided by Service Provider) 	
	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	a. Weed control 2 per month. (Court Yards, paved areas parking bays, whole of premises.	

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	<ul style="list-style-type: none"> • To clean all courtyards of weed and bird droppings, and pesticides control. • All cigarette buds on the premises of the garden, buildings and courtyard must be cleared. (Especially at the front of the main entrance area) • The entire site is to be kept free of windblown or person-strewn litter at the time of each service. • 1 Worker must be on the premises during days of service delivery. • Hours: Every Thursday, from 08:00am to 15:00pm during the first and third week of the month, or as discussed with the workshop manager except public holidays. • Attendance register to be signed in and out by all employees of the gardening services each day of visit at the nursing staff station. If day of service falls on a public holiday than as discussed prior with Mr De Villiers the service must be done on another day not exceeding 3 days after the initial service should have taken place. 	
	<ul style="list-style-type: none"> • Main entrance to be included at front from gate. Report all damages to the fence around the property of the premises while cleaning to the workshop manager / Operational Manager. • Watering of plants and lawn areas. (Hoses and connections to be provided by bidder.) (Water restrictions) • Molehills, the contractor must level all molehills and where necessary, the soil must be compacted to ensure that no injury will be caused to a person should the person step on the levelled surface. • All pot plants on the premises to be watered, fertilized and cleaned. <ul style="list-style-type: none"> • All employees of the gardening services must sign in every morning at nursing staff station and out on leaving the grounds. (Attendance Register) To be kept at nursing staff. The service provider Site Manager to check and sign the attendance registers weekly together with the Operational Manager. • Orders are only to be taken from the following persons: <ul style="list-style-type: none"> Mr. Neels de Villiers-Workshop Monitoring Services Mr. Eric Le Keur -Workshop Manager Mr. L. Sandla Operational Manager Ms Nobahle Fudu – Contract Monitoring Or as notified by relative party in writing • Site checks could be done at any given time by Contract Management. 	
	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	<ul style="list-style-type: none"> • Photos of the site will be taken for record purposes and in the case of work not done properly for proof, to check and proof material and tools used. 	

**RIVIERSONDEREND CLINIC – THEWATERSKLOOF SUB DISTRICT
SPECIFICATION
CONTRACT PERIOD: 36 MONTHS**

GARDENING SERVICES

1.	REQUIREMENTS	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	To deliver a Gardening Service to the Department of HEALTH at RIVIERSONDEREND CLINIC CLINIC – for 36 months	
1.1	RIVIERSONDEREND CLINIC – Cnr De Kock & Muller Street, Riviersonderend	
1.2	TOTAL GARDENING PERSONNEL FOR RIVIERSONDEREND CLINIC: 1 Worker	
2	OBJECTIVES	
	To ensure that: RIVIERSONDEREND Clinic grounds are clean and neat	
3	DUTIES	
3.1	Deliver Gardening Services to the RIVIERSONDEREND Clinic	
4	Tasks	
4.1	<p>Weeding, (whole of premises from border to border fence) turning open shrub areas, Cleaning of flowerbeds.</p> <ul style="list-style-type: none"> • All drains, ditches and furrows are to be cleaned inclusive of each service provided. • All refuse must be discarded of on a daily basis by the service provider by means of LDV (cost incl in quote). No litter or black bags to be left on the premises. • Emptying of all exterior dirt bins • Cleaning of flower beds (weeds, papers, and debris) • Fertilizing in March and October. (Fertilizer to be provided by Service Provider) • , black bags, all consumables to be provided by service provider • Weed control 1 per month. (Court Yards, paved areas parking bays, whole of premises. <p>Control Method:</p> <p>✓ Use Round Up Turbo: Kills roots FLOWER BEDS NOT TO BE USED IN Flower Beds. Kills & Prevents weeds for 12 Months Rain proof in 30 Minutes.</p>	
	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	Visible results in 12 Hours. For use on driveways, Patios, side-Walks and gravel area	

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	<p>A request for additional pest control may apply and must be taken in consideration but not exceeding a request quantity of 4 x. (Chemicals to be provided by service provider.)</p> <ul style="list-style-type: none"> • Treatment Procedure • Products are bought from registered suppliers • Service/Sprays/Treatment will be booked in advance • Clean up all dead pests and plagues after 1 days of initial fumigation. • Current and future paved areas to be freed from weeds and leaves. Application of Herbicides as and when required or requested. • Clear away cuttings, dead foliage or unsightly litter in the garden area, paving and main entrance to clinic building. Service provider to provide waste bins for refuse removal – and arrange for refuse removal to municipal sites, on daily basis. • Additional planting should be taken from cut offs, replants. New plants must be requested at the hospital. The request will be placed on Trade World and will follow the process of vetting on which the service provider shall be notified if approved by vetting and when he can expect delivery of the plants. The plants shall come from the hospitals budget. Lawn areas including. • Flowerbeds must be cleaned on a daily basis and to be kept weed free. • Equipment that must be allowed for in the quote: <ul style="list-style-type: none"> • Small hand tools i.e. forks, spades, brooms, rakes, hoses, connectors etc. • All hand gardening tools to be provided by the service provider. • Site manager must remove all refuse to dumping grounds at its own cost. • A list of inventory products must be provided prior to commencement date to be signed off by the workshop manager. All tools must be on site during day of service delivery. • Cleaning of all bird droppings on roof and around buildings, paved areas and walls. • Open area in front of the buildings on the premises to be cleaned and weeds controlled, It is required that each application should have a follow-up of not more than 14 days after the initial application. • Weeds in gully and storm water channelling to be sprayed and cut with edge cutters and roof gutters and storm water channelling must be cleaned thoroughly. • To clean all courtyards of weed and bird droppings, and pesticides control. • All cigarette buds on the premises of the garden, buildings and courtyard must be cleared. (Especially at the front of the main entrance area) 	
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Tasks (Continuation)		Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	<ul style="list-style-type: none"> • The entire site is to be kept free of windblown or person-strewn litter at the time of each service. • 1 Workers must be on the premises during days of service delivery. 	

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	<ul style="list-style-type: none"> • Hours: Every second week of the month on a Tuesday or as discussed with the workshop manager, from 08:00am to 16:00pm, except public holidays. Attendance register to be signed in and out by all employees of the gardening services each day of visit at the nursing staff. If day of service falls on a public holiday than as discussed prior with Mr Le Keur the service must be done on an other day not exceeding 3 days after the initial service should have taken place. • Main entrance to be included at front from gate. Report all damages to the fence around the property of the premises while cleaning to the workshop manager/Operational Manager. • All pot plants on the premises to be watered, fertilized and cleaned. All employees of the gardening services must sign in every morning at nursing staff station and out on leaving the grounds. (Attendance Register) To be kept at nursing staff. The service provider Site Manager to check and sign the attendance registers weekly together with the Operational Manager. • Orders are only to be taken from the following persons: Mr. Neels de Villiers -Workshop Monitoring Services Mr. Eric Le Keur -Workshop Manager Ms Susara Afrikaner– Operational Manager Ms Nobahle Fudu – Contract Monitoring <p style="text-align: center;">Or as notified by relative party in writing.</p> <ul style="list-style-type: none"> • Site checks could be done at any given time by Contract Management. <p>Photos of the site will be taken for record purposes and in the case of work not done properly for proof, to check and proof material and tools used.</p>	
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**GREYTON CLINIC – THEWATERSKLOOF SUB DISTRICT
SPECIFICATION
CONTRACT PERIOD: 36 MONTHS**

GARDENING SERVICES

1.	REQUIREMENTS	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	To deliver a Gardening Service to the Department of HEALTH at GREYTON CLINIC – for 36 months	
1.1	GREYTON CLINIC – Park Street, Greyton	
1.2	TOTAL GARDENING PERSONNEL FOR GREYTON CLINIC: 1 Worker	
2	OBJECTIVES	
	To ensure that: GREYTON Clinic grounds are clean and neat.	
3	DUTIES	
3.1	Deliver Gardening Services to the GREYTON Clinic	
4	Tasks	
4.1	<p>Weeding, (whole of premises from border to border fence) turning open shrub areas, Cleaning of flowerbeds.</p> <ul style="list-style-type: none"> • Mowing and trimming of grass areas are as follows: • To supply a monthly planner by the 1st of a new month to the workshop manager with regards to gardening. • All grass is to be maintained at a length of 25mm above ground level. • All grass clippings to be collected and removed on the same day of mowing. • All drains, ditches and furrows are to be cleaned inclusive of each service provided. • All refuse must be discarded of on a daily basis by the service provider by means of LDV (cost incl in quote). No litter or black bags to be left on the premises. • Emptying of all exterior dirt bins • Cleaning of flower beds (weeds, papers, and debris) • Natural lawn areas: Cut natural lawn areas • Pruning and trimming of plants and trees as required. (Excluding pruning higher than 3 meters.) • All trees and shrubs are to be pruned regularly by using the lower crotch pruning method. • Petrol, black bags, all consumables to be provided by service provider. • Fertilizing in March and October. (Fertilizer to be provided by Service Provider) • Weed control 1 per month. (, paved areas parking bays, whole of premises. 	

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	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	Weed control 2 per month. (, paved areas parking bays, whole of premises.	
	Control Method: <ul style="list-style-type: none"> ✓ Use Round Up Turbo: NOT TO BE USED IN FLOWER BEDS <ul style="list-style-type: none"> Kills roots Kills & Prevents weeds for 12 Months Rain proof in 30 Minutes Visible results in 12 Hours For use on driveways, Patios, sidewalks and gravel areas. 	
	<ul style="list-style-type: none"> ➤ Treatment Procedure <ul style="list-style-type: none"> ✓ Products are bought from registered suppliers ✓ Service/Sprays/Treatment will be booked in advance ✓ Clean up all dead pests and plagues after 2 days of initial fumigation. <ul style="list-style-type: none"> • Current and future paved areas to be freed from weeds and leaves. Application of Herbicides as and when required or requested. • Clear away cuttings, dead foliage or unsightly litter in the garden area, paving and main entrance to hospital building. Service provider to provide waste bins for refuse removal – and arrange for refuse removal to municipal sites, on daily basis. • Additional planting should be taken from cut offs, replants. New plants must be requested at the hospital. The request will be placed on Trade World and will follow the process of vetting on which the service • provider shall be notified if approved by vetting and when he can expect delivery of the plants. The plants shall come from the hospitals budget. Lawn areas including. • Flowerbeds must be cleaned on a daily basis and to be kept weed free. • Equipment that must be allowed for in the quote: <ul style="list-style-type: none"> ○ 1 x Weed eater (Petrol) Industrial, with changeable head to bush cutter head 	
	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	<ul style="list-style-type: none"> • Equipment that must be allowed for in the quote: <ul style="list-style-type: none"> ○ 1 x Push mower (Petrol) Industrial ○ Small hand tools i.e. forks, spades, brooms, rakes, hoses, connectors etc. ○ All hand gardening tools to be provided by the service provider. ○ Site manager must remove all refuse to dumping grounds at its own cost. • A list of inventory products must be provided prior to commencement date to be signed of by the workshop manager. All tools must be on site during day of service delivery. 	

	<ul style="list-style-type: none"> • Cleaning of all bird droppings on roof and around buildings, paved areas and walls. • Open area in front of the buildings on the premises to be cleaned and weeds controlled, It is required that each application should have a follow-up of not more than 14 days after the initial application. • Weeds in gulley and storm water channelling to be sprayed and cut with edge cutters and roof gutters and storm water channelling must be cleaned thoroughly. • All cigarette buds on the premises of the garden, buildings and courtyard must be cleared. (Especially at the front of the main entrance area) • The entire site is to be kept free of windblown or person-strewn litter at the time of each service. • 1 Worker must be on the premises on a daily basis • Hours: Tuesday, from 08:00am to 16:00pm, every second and fourth week of the month or as discussed with the workshop manager, except public holidays. Attendance register to be signed in and out by all employees of the gardening services each day of visit at the reception. If day of service falls on a public holiday than as discussed prior with Mr de Villiers the service must be done on a other day not exceeding 3 days after the initial service should have taken place. • Main entrance to be included at front from gate. Report all damages to the fence around the property of the premises while cleaning to the workshop manager/Operational Manager. • Watering of plants and lawn areas. (Hoses and connections to be provided by bidder.) (In line with water restrictions) • Molehills, the contractor must level all molehills and where necessary, the soil must be compacted to ensure that no injury will be caused to a person should the person step on the levelled surface. • All pot plants on the premises to be watered, fertilized and cleaned. • <u>All employees of the gardening services must sign in every morning at reception and out on leaving the grounds. (Attendance Register) To be kept at Reception.</u> Mr. Neels de Villiers -Workshop Monitoring Services Mr. Eric Le Keur -Workshop Manager Mr L Sandla – Operational Manager Ms Nobahle Fudu – Contract Monitoring Or as notified by relative party in writing. 	
Tasks (Continuation)		Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	<ul style="list-style-type: none"> • Site checks can be done at any given time by Contract Management. • Photos of the site will be taken for record purposes and in the case of work not done properly for proof, to check and proof material and tools used. 	

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**BOTRIVIER CLINIC – THEEWATERSKLOOF SUB DISTRICT
SPECIFICATION
CONTRACT PERIOD: 36 MONTHS**

GARDENING SERVICES

1.	REQUIREMENTS	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	To deliver a Gardening Service to the Department of HEALTH at BOTRIVIER CLINIC Period: 36 months	
1.1	BOTRIVIER CLINIC – Cnr of Fontein Steef and Heide Avenue, Botrivier	
1.2	TOTAL GARDENING PERSONNEL FOR Botrivier Clinic: Worker 1	
2	OBJECTIVES	
	To ensure that: Botrivier Clinic grounds are clean, neat, weed control and pesticide controlled.	
3	DUTIES	
3.1	Deliver Gardening Services to the Botrivier Clinic	
4	Tasks	
4.1	<p>Weeding, (whole of premises from border to border fence) turning open shrub areas, Cleaning of flowerbeds.</p> <ul style="list-style-type: none"> • To supply a monthly planner by the 1st of a new month to the workshop manager with regards to gardening. • All grass clippings to be collected and removed on the same day of mowing. • All drains, ditches and furrows are to be cleaned inclusive of each service provided. • All refuse must be discarded of on a daily basis by the service provider by means of LDV (cost incl in quote) No litter or black bags to be left on the premises. • Emptying of all exterior dirt bins • Cleaning of flower beds (weeds, papers, and debris) • Natural lawn areas: Cut natural lawn areas • Pruning and trimming of plants and trees as required. (Excluding pruning higher than 3 meters.) All trees and shrubs are to be pruned regularly by using the lower crotch pruning method. • , black bags, all consumables to be provided by service provider. • Weed control 1 per month. (Court Yards, paved areas parking bays, whole of premises) 	
	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	<p>Control Method: <input checked="" type="checkbox"/> Use Round Up Turbo: FLOWER BEDS</p>	<p>Kills roots NOT TO BE USED IN Flower Beds. Kills & Prevents weeds for 12 Months Rain proof in 30 Minutes. Visible results in 12</p>

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	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	<ul style="list-style-type: none"> • Weeds in gulley and storm water channelling to be sprayed and cut with edge cutters and roof gutters and storm water channelling must be cleaned thoroughly. • All cigarette buds on the premises of the clinic, must be cleared. (Especially at the front of the main entrance area) • The entire site is to be kept free of windblown or person-strewn litter at the time of each service. • Clean and dispose of all bird nests in gutters, light frames and storm water pipes. • 1 Workers must be on the premises on the day of service delivery. • Hours: Tuesday's, on the third week of the month or as discussed with the workshop manager from 08:00am to 16:00pm, except public holidays. Attendance register to be signed in and out by all employees of the gardening services at the clinic staff. If day of service falls on a public holiday than as discussed prior with Mr Le Keur the service must be done on a other day not exceeding 3 days after the initial service should have taken place. • <u>All employees of the gardening services must sign in every morning at the clinic staff in charge and out on leaving the grounds. (Attendance Register) Orders are only to be taken from the following persons:</u> Mr. Neels de Villiers -Workshop Monitoring Services Mr. Eric Le Keur -Workshop Manager Ms Heylah Bailey– Operational Manager Ms Nobahle Fudu – Contract Monitoring Or as notified by relative party in writing. • Site checks can be done at any given time by Contract Management. Photos of the site will be taken for record purposes and in the case of work not done property for proof, to check and proof material and tools used. 	

**CALEDON CLINIC –THEWATERSKLOOF SUB DISTRICT
SPECIFICATION
CONTRACT PERIOD: 36 MONTHS**

GARDENING SERVICES

1.	REQUIREMENTS	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	To deliver a Gardening Service to the Department of HEALTH at CALEDON CLINIC – for 36 months	
1.1	Caledon Clinic – Bredasdorp Way, Caledon	
1.2	TOTAL GARDENING PERSONNEL FOR CALEDON CLINIC: 1 Workers	
2	OBJECTIVES	
	To ensure that: Caledon Clinic grounds are clean and neat.	
3	DUTIES	
3.1	Deliver Gardening Services to the Caledon Clinic	
4	Tasks	
4.1	<p>Weeding, (whole of premises from border to border fence) turning open shrub areas, Cleaning of flowerbeds.</p> <ul style="list-style-type: none"> • Mowing and trimming of grass areas are as follows: • To supply a monthly planner by the 1st of a new month to the workshop manager with regards to gardening. • All grass is to be maintained at a length of 25mm above ground level. • All grass clippings to be collected and removed on the same day of mowing. • All drains, ditches and furrows are to be cleaned inclusive of each service provided. • All refuse must be discarded of on a daily basis by the service provider by means of LDV (cost incl in quote). No litter or black bags to be left on the premises. • Emptying of all exterior dirt bins • Cleaning of flower beds (weeds, papers, and debris) • Natural lawn areas: Cut natural lawn areas • Pruning and trimming of plants and trees as required. (Excluding pruning higher than 3 meters.) • All trees and shrubs are to be pruned regularly by using the lower crotch pruning method. • Petrol, black bags, all consumables to be provided by service provider • Fertilizing in March and October. (Fertilizer to be provided by Service Provider) • Weed control 2 per month. (Court Yards, paved areas parking bays, whole of premises. 	
	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	<p>Control Method: ✓ Use Round up Turbo: Kills roots NOT TO BE USED IN FLOWER BEDS Kills & Prevents weeds for 12 Months Rain proof in 30 Minutes</p>	

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	<p>Visible results in 12 Hours For use on driveways, Patios, sidewalks and Gravel areas.</p>	
	<p>➤ Treatment Procedure</p> <ul style="list-style-type: none"> ✓ Products are bought from registered suppliers ✓ Service/Sprays/Treatment will be booked in advance <ul style="list-style-type: none"> • Current and future paved areas to be freed from weeds and leaves. Application of Herbicides as and when required or requested. • Clear away cuttings, dead foliage or unsightly litter in the garden area, paving and main entrance to hospital building. Service provider to provide waste bins for refuse removal – and arrange for refuse removal to municipal sites, on daily basis. • Additional planting should be taken from cut offs, replants. New plants must be requested at the hospital. The request will be placed on ARIBA and will follow the process of vetting on which the service provider shall be notified if approved by vetting and when he can expect delivery of the plants. The plants shall come from the hospitals budget. Lawn areas including. • Flowerbeds must be cleaned on a daily basis and to be kept weed free. Equipment that must be allowed for in the quote: <ul style="list-style-type: none"> ○ 1 x Weed eater (Petrol) Industrial, with changeable head to bush cutter head ○ 1 x Push mower (Petrol) Industrial ○ Small hand tools i.e. forks, spades, brooms, rakes, hoses, connectors, etc. ○ All hand gardening tools to be provided by the service provider. Site manager must remove all refuse to dumping grounds at its own cost. ○ A list of inventory products must be provided prior to commencement date to be signed off by the workshop manager. All tools must be on site during day of service delivery. ○ Cleaning of all bird droppings on roof and around buildings, paved areas and walls. • Open area in front of the buildings on the premises to be cleaned and weeds controlled, • All open areas around the buildings on the premises to be cleaned and weeds controlled, all roadways, kerbing, channels, paved areas, drain and sprinkler valve corners are to be kept free of weeds by chemical means. It is required that each application should have a follow-up of not more than 14 days after the initial application. 	

	<p>Tasks (Continuation)</p>	<p>Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom</p>
	<ul style="list-style-type: none"> • Weeds in gully and storm water channelling to be sprayed and cut with edge cutters and roof gutters and storm water channelling must be cleaned thoroughly. • To clean all courts, wheat and pesticides control. • All cigarette buds on the premises of the garden, buildings and courtyards must be cleared. (Especially at the front of the main entrance area) 	

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	<ul style="list-style-type: none"> • The entire site is to be kept free of windblown or person-strewn litter at the time of each service. • Cutting of all trees clear away cuttings. • 1 Workers must be on the premises during visit days Hours: Wednesday 08:00am to 16:00pm, every week of the month or as discussed with the workshop manager except public holidays. If day of service falls on a public holiday than as discussed prior with Mr Le Keur the service must be done on another day not exceeding 3 days after the initial service should have taken place. Attendance register to be signed in and out by all employees of the gardening services each day at reception to be delivered to contract management or workshop foreman. (Time Sheet) • Report all damages to the fence around the property of the premises while cleaning to the workshop manager. • Watering of plants and lawn areas. (Hoses and connections to be provided by bidder.) (Water restrictions) • Molehills, the contractor must level all molehills and where necessary, the soil must be compacted to ensure that no injury will be caused to a person should the person step on the levelled surface. • All pot plants on the premises to be watered, fertilized and cleaned. • <u>All employees of the gardening services must sign in every morning at reception and out on leaving the grounds. (Attendance Register) Orders are only to be taken from the following persons:</u> Mr. Neels de Villiers - Workshop Monitoring Services Mr. Eric Le Keur -Workshop Manager Mr Mark Engelbrecht– Operational Manager Ms Nobahle Fudu – Contract Monitoring Or as notified by relative party in writing. <p>Site checks can be done at any given time by Contract Management.</p> <p>Photos of the site will be taken for record purposes and in the case of work not done properly for proof, to check and proof material and tools used.</p>	
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**GRABOUW COMMUNITY DAY CENTRE – THEEWATERSKLOOF SUB DISTRICT
SPECIFICATION
CONTRACT PERIOD: 36 MONTHS**

GARDENING SERVICES

1.	REQUIREMENTS	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	To deliver a Gardening Service to the Department of HEALTH at GRABOUW COMMUNITY HEALTH Centre – for 36 months	
1.1	GRABOUW COMMUNITY HEALTH CENTRE – Old Cape Road, Grabouw	
1.2	TOTAL GARDENING PERSONNEL FOR GRABOUW COMMUNITY HEALTH CENTRE : 2 Workers + 1 Supervisor	
2	OBJECTIVES	
	To ensure that: Grabouw Community Health Centre grounds are clean and neat.	
3	DUTIES	
3.1	Deliver Gardening Services to the Grabouw Community Health Centre	
4	Tasks	
4.1	<p>Weeding, (whole of premises from border to border fence) turning open shrub areas, Cleaning of flowerbeds.</p> <ul style="list-style-type: none"> • Mowing and trimming of grass areas are as follows: • To supply a monthly planner by the 1st of a new month to the workshop manager with regards to gardening. • All grass is to be maintained at a length of 25mm above ground level. • All grass clippings to be collected and removed on the same day of mowing. • All drains, ditches and furrows are to be cleaned inclusive of each service provided. • All refuse must be discarded of on a daily basis by the service provider by means of LDV (cost incl in quote). No litter or black bags to be left on the premises. • Emptying of all exterior dirt bins • Cleaning of flower beds (weeds, papers, and debris) • Natural lawn areas: Cut natural lawn areas • Pruning and trimming of plants and trees as required. (Excluding pruning higher than 3 meters.) • All trees and shrubs are to be pruned regularly by using the lower crotch pruning method. • Petrol, black bags, all consumables to be provided by service provider. • Fertilizing in March and October. (Fertilizer to be provided by Service Provider) 	

	Tasks (Continuation)	Compliance confirmation. Please confirm in full: YES / NO Sign full on each page at the bottom
	Weed control 2 per month. (Court Yards, paved areas parking bays, whole of premises.	
	Control Method:	

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PROVINCIAL GOVERNMENT WESTERN CAPE

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

- To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Manage 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.
- 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.
- 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).
- 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.
- 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;

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

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

“**business interest**” means -

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

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

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

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

Any person who directly or indirectly -

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

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

(i) that amounts to the-

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

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

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

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

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

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

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

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

“employee”, in relation to –

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

“entity” means any -

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

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

“Family member” means a person's -

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

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

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

“Provincial Government Western Cape (PGWC)” means

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

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“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

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

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

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

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

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

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

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

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

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

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

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

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

13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority

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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.

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

C2. TABLE C

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

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

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

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

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

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

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

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

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

.....

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

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

.....

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

.....

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or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

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

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

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

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

1. DEFINITIONS

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

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

2. GENERAL CONDITIONS

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

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

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

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

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

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

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

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

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

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

7. BID DECLARATION

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

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

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

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

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

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

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

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

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SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

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

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

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

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

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GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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TABLE OF CLAUSES

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

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General Conditions of Contract

1. Definitions

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

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its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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2. Application

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

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad,

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- acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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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.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

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- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier’s performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not

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more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

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