

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

BID NUMBER: WCGHSC0376/2022

CLOSING DATE: 11 August 2023

CLOSING TIME: 11:00 AM

RENDERING OF A COMPREHENSIVE CLEANING SERVICE AT WESFLEUR HOSPITAL, DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

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

BID DOCUMENTS MUST BE DEPOSITED
IN THE BID BOX MARKED **DEPARTMENT
OF HEALTH** SITUATED IN:

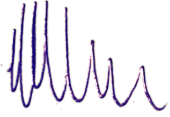
The foyer of the main entrance
Western Cape Government Building (**next to Cape High Court**)
Junction of Dorp and Keerom Streets, Cape Town

1. Please ensure that bids are delivered **to the correct address on time**. If the bid is late, it will not be accepted for consideration. If you are uncertain about the location of the Department's bid box, please call the responsible official, Mr X Vabaza for assistance during office hours.
2. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects may invalidate the bid. Each bid must be deposited in a **sealed envelope** with the **name and address of the bidder, the bid number and closing date**. The envelope shall not contain documents related to any bid other than that indicated on the envelope.
3. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract. **It is unclear which preferential points system will be applicable and therefore either the 80:20 or 90:10 Preferential Procurement Points System will apply, and the lowest acceptable bid will be used to determine the applicable preferential points system. Please complete form WCBD 6.1.**
4. **All Bidders must be duly registered on the Central Supplier Database (CSD, national) at the time of bid closing.**
5. All prospective **unregistered Bidders** must register as a supplier on the **Central Supplier Database**.

	Western Cape Supplier Bank Evidence	Central Supplier Database
Self-registration	Not applicable	www.csd.gov.za (self-registration only)
Contact telephone	021 483 0582	

6. **All bidders already registered on the CSD should ensure that their status is up to date by contacting the www.csd.gov.za (for CSD). All Bidders should have confirmation of their registration prior to bidding.**
7. **Bidders who are not duly registered on the CSD at the time of bid closing, or whose registration has been suspended, will be deemed non-compliant and their bids will not be considered.**
8. **In instances where the 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 in order for the bid to be considered.**
9. Bidders are informed that, effective immediately, only the B-BBEE status reflected **on form WCBD 6.1 in their bid document** will apply to the evaluation of the relevant formal bids and **not their B-BBEE status on the CSD**. Bidders are further required to complete the attached **form WCBD 4**. All other mandatory documents held on the CSD will be accepted by Western Cape Government Health (WCGH) for the consideration of formal bids.

10. Please refer all technical/specification enquiries to **Mr Ricardo Cupido** – at telephone no **021 816 8575**, email: Ricardo.Cupido@westerncape.gov.za and/or **Mr Derick Jansen**, tel; **021 816 8500**, email: Derick.jansen@westerncape.gov.za



C Munnik

pp HEAD OF DEPARTMENT

DATE: 12/07/2023

A Compulsory Site Inspection & Information session will be held in respect of this bid invitation. The details are as follows:

Date: 26 July 2023

Time: 10:00 AM

Venue & room no.: Wesfleur Hospital, Administration Building Boardroom, 37 Wesfleur Circle, Atlantis; 7349

For details contact:

Mr. Ricardo Cupido

Tel: (021) 816 8575

Email: ricardo.cupido@westerncape.gov.za

and/or

Mr. Derick Jansen

Tel: (021)816 8500

Email: derick.jansen@westerncape.gov.za

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:	WCGHSC0376/2022	CLOSING DATE:	11 August 2023	CLOSING TIME:	11:00 AM
DESCRIPTION	RENDERING OF A COMPREHENSIVE CLEANING SERVICE AT WESFLEUR HOSPITAL, DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE FOYER OF THE MAIN ENTRANCE					
WESTERN CAPE GOVERNMENT BUILDING (NEXT TO CAPE HIGH COURT)					
JUNCTION OF DORP AND KEEROM STREETS, CAPE TOWN					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr X Vabaza		CONTACT PERSON	Refer to page 2, paragraph 10	
TELEPHONE NUMBER	(021) 483 8718		TELEPHONE NUMBER	Refer to page 2, paragraph 10	
FACSIMILE NUMBER	021 483 2530		FACSIMILE NUMBER	Refer to page 2, paragraph 10	
E-MAIL ADDRESS	xola.vabaza@westerncape.gov.za		E-MAIL ADDRESS	Refer to page 2, paragraph 10	
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:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

WCBD1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SECTION A

PART 1: DEFINITIONS

1. DEFINITIONS

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

The organisation or individual providing contracted cleaning services.

1.2 Client/Department

The authority, retaining a contractor to carry out cleaning services, in accordance with an agreed contract.

1.3 Contract and Conditions

1.3.1 Contract

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

1.3.2 Conditions

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

1.4 Bid

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

1.4.1 Bidder

The organisation or individual completing and submitting the bid.

1.5 Site Instructions (generic and specific)

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

1.6 Co-ordinator

The representative of the Client.

1.7 Check call

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

1.8 Cleaner

A person employed by a contractor (Cleaning Service Provider) to carry out cleaning duties. General Assistant shall bear the same meaning as Cleaner.

1.9 **Detergent**

A detergent is a substance that, when dissolved in water, causes dirt and grease to be detached from surfaces, e.g., Liquid soap.

1.10 **Cleaning**

Is the removal of unwanted matter.

1.11 **Specification**

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

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

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

1.13 **Status Quo**

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

1.14 **General Conditions of Contract**

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

1.15 **May**

Indicates the existence of an option.

1.16 **Shall/Must**

Indicates that a statement is mandatory.

1.17 **Should**

Indicates recommendations.

1.18 **Interpretations**

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

1.18.2 Any gender includes the other.

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

SECTION B

PART 2: ADDITIONAL CONDITIONS OF CONTRACT

Bidders are to indicate in the column if he/she has read, understood and accepted the specific conditions.

2.1 Liability

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

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

2.1.3 Important

2.1.3.1 The successful bidder **must** obtain Public Liability Insurance at his own cost commensurate with the risks to which he is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or his staff may be responsible. It is a **condition of this bid** that the successful bidder **must** submit proof of its Public Liability Insurance within **two [2] weeks** upon the award of the contract. Any non-compliance with this condition will render the contract **award null and void.**

2.1.3.2 Proof of validity of the public liability insurance cover to be submitted monthly to the Supply Chain Management Unit – Contract Administration Section.

2.1.3.3 It is recommended that all health workers be vaccinated against Hepatitis B.

2.2 Advertising and Trading

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

2.3 Sub-contracting or Employment of Staff from Other Parties

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

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

BIDDERS RESPONSE

2.4 **Changes to Bidders Operational Status**

- 2.4.1 As the bid is awarded on the information provided / available at the time, the successful bidder must maintain the status quo for the contract period. Should any deviation or changes occur, the successful bidder must advise the Department accordingly.
- 2.4.2 Material deviations from the position as it was at the time of awarding the bid may result in the Department having to apply remedial action.

2.5 **Service Level Agreement**

A service level agreement may be entered into with the successful bidder.

2.6 **Contract period**

The contract period is for thirty-six months (36) with an option to extend for a period as determined by the Department.

2.7 **Penalties and Pro Rata Deductions**

- 2.7.1 Deductions and penalties of 1% of the monthly contract value will be incurred against the Service Provider for every hour for work not performed according to the Bid specification and conditions. (Part of an hour will be regarded as a full hour.)

2.7.2 **Miscellaneous penalties:**

- Failure to post a per person per day.
- Failure to adhere to section 2.17.5 Conduct of Staff per occurrence.
- Late postings per person (for every ½ hour after schedule time)
- Sleeping on duty **per occurrence.**
- Failure to wear and display company identity cards **per occurrence.**
- Reporting for duty under the influence of any prohibited substance **per occurrence.**
- Non-compliance and review of rest room checks **per occurrence.**
- Reported deviations from contracted cleaning practices **per occurrence.**
- The wearing of company protective clothing and failure to adhere to the dress code as per Wesfleur Hospital OHS policies **per occurrence.**
- Absent from point of duty without permission **per occurrence.**
- Posting of untrained staff **per occurrence.**
- Failure to provide a relief **per occurrence.**

2.8 **Occupational Health Safety Act**

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

2.9 **Protection of Service Providers' Staff**

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

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

2.10 **Loss, Damage and Safekeeping of Hospital and Clinic Property**

2.10.1 The Service Provider is to exercise every precaution to ensure that all Hospital equipment and property entrusted to his care is secure and the possibility of loss, unauthorized use and damage is minimised.

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

2.10.3 The Hospital in consultation with the Service Provider shall determine the replacement cost of Hospital equipment and property, other Hospital property which has been lost, stolen or damaged whilst in the care of the Service Provider, and to withhold such costs from any payment due by the Hospital to the Service Provider.

2.10.4 Similarly the loss of any other Hospital property due to the negligence of the Service Provider will be recovered from any payments due to the Service Provider.

2.10.5 Authorised Hospital representatives of Hospital Management, Hospital Infection Control, Hospital Security, and the Hospital Cleaning Manager shall be given reasonable access to any facility at all times by the Contractor. Such access may not be refused for functional, control or inspection purposes when requested in writing by the Hospital Management.

2.10.6 Any wilful or negligent damage to the building, fittings or equipment will be for the Contractors own responsibility and account to make good.

2.10.7 No change/alterations/additions to the building or infrastructure are allowed without prior written authority from the Hospital Engineer.

2.11 **Hospital or Clinic Property Found**

2.11.1 The Service Provider shall **immediately** return to the authorised Hospital representative any item of Hospital or clinic property

found/recovered by the Service Provider's staff in the course of their duties.

2.12 Particulars of cleaners To Be Deployed at The Site

2.12.1 The Service Provider must provide full particulars of the cleaners to be deployed one (1) week prior to the commencement of the service. A separate list must be completed for each posting.

2.12.2 The Service Provider, at his own cost, must make all staff that is to be deployed at the site available for on-site training before commencement of the service period. The training should not take longer than one day.

2.12.3 The Service Provider shall ensure that the staff provided **shall be cleared (vetted)** by the South African Police Service to indicate that they have no criminal record.

2.13 General Standards for Site Administration and Cleaners

2.13.1 Profile of cleaners to be provided:

- Must be legally allowed/ permitted to work in South Africa.
- 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.

2.13.2 Service Aids for Every Cleaner:

A clear identification card of the Service Provider with the member's photo, full name, identification number, worn Conspicuously on his/her person at all times.

2.14 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 client.
- 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 client.
- Time and attendance registers as well as late coming.
- Redeployment of cleaners.
- The Equity Policy of the Western Cape must be taken into consideration when employing people.
- The Health & Safety policy of the contractor must be made available to the Department of Health.
- Training must be provided to all staff regarding the cleaning of a room that was occupied by a person with an infectious disease.

2.14.1 **Conduct of Cleaning Staff:**

- The Department expects the highest possible standards of conduct from the cleaning staff.

2.14.2 **Changes at Points of Duty:**

- The Client has the right to inform the Service Provider to re-deploy cleaners to best advantage, either permanently or temporarily.

2.14.3 **Continuity of Service:**

- The Service Provider is to ensure that the specified numbers of cleaners are continuously deployed at each specified point of service during each shift. Cleaners may not leave their registered point of duty during or after their shift unless relieved by another cleaner. This includes tea breaks, lunch breaks, smoke areas and toilet breaks.

2.14.4 **Duties:**

- The Service Provider is to provide after consultation with the Hospital 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 Client may from time to time expect cleaners to be of assistance in performing duties other than cleaning duties on condition that such duties **are not of a permanent nature and only in emergencies or abnormal circumstances.**
- Cleaners to perform any task which may be detrimental to the employee's safety or health, is beyond his strength or competence or which may have a negative effect on his status and dignity.

2.14.5 **Particulars of Cleaners to be Deployed at the Site:**

- At the beginning of each month the Service Provider shall deliver to the Client a comprehensive and detailed roster giving the details on a shift-by-shift basis of the names of the Cleaners to be deployed on the site. Details are to include off-days, relievers, names, surnames, and point to which he/she is to be deployed. Daily changes to the roster and reasons therefore are to be communicated to the Client immediately.

2.14.6 **Posting of Cleaners and Inspection:**

- Should an incident occur the Service Provider shall hand in to the Client a detailed written report within 24 hours of incident occurring.
- Inspections and posting of cleaners on site must be done before every shift in terms of a duty roster.

2.14.7 **Permanency:**

- The Service Provider shall provide a list of cleaners, including relievers, working permanently for the period of the contract, if it is possible. When in **exceptional cases** it is necessary that new staff must be trained, these staff must perform a 12-hour day shift (at his/her own cost) for training before they will be allowed on duty for a normal shift.

No untrained personnel will be allowed on the premises.

2.14.8 **Site Management/Supervision:**

- The client is responsible for overall management and supervision of the cleaners provided in terms of the agreement.
- Where a cleaner performs a duty under the direct housekeeping supervisor, the cleaner shall be expected to take instructions only from the housekeeping supervisor.

2.15 **HOSPITAL, CLINIC AND PRIVATE PROPERTY**

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

2.15.1 Liaison

- The Contractor shall work in close co-operation with the Contract Manager to facilitate the flow of accounts, payments, information, solving of problems, etc. between the parties.
- The Hospital shall likewise appoint a Contract Manager to communicate with the Contractor on an on-going basis to monitor the standard and quality of the cleaning service provided and to attend to operational as well as technical problems in a positive manner.
- The Contractor shall liaise with the Contract Manager on a weekly basis and as required.

2.15.2 Monitoring

- The Contract Manager has the final prerogative to declare that all the services rendered by the Contractor conform to the specifications of the contract in terms of quality and process.
- Control sheets and management reports shall be submitted to the Contract Manager monthly.

2.15.3 Communication

- The contract Manager shall communicate with the Contract Project Officer on an on-going basis about routine issues and to monitor the standard and quality of the service rendered.
- The Contract Manager shall also address operational and technical problems that may arise in consultation with the Contract Project Officer.
- Ad hoc meetings will be held with the Contractor and other stakeholders as determined by the Hospital Cleaning Manager.

2.16 FACILITIES

2.16.1 Staff Facilities

- In terms of the Facilities Regulations promulgated in Notice R 924 it is a requirement that proper facilities are provided for workers in terms of safekeeping of possessions, toilets, changing rooms and dining facilities.

- The Contractor shall be responsible to comply with these regulations at his own cost.
- However, the following facilities are made available for these purposes under the following conditions:

2.16.2 Personnel Toilets

- The identified toilet facilities shall be made available at no charge to the Contractor for the duration of the contract to comply with the above-mentioned regulations.
- The toilets shall not be used as a rest room, dining eating of meals of snacks, recreation, playing of games or meetings.

- **NO SMOKING IS ALLOWED ON THE PREMISES AND FINES WILL BE ISSUED**

- The Contractor shall provide his own safekeeping lockers for his own staff.
- The Contractor is to devise and implement control systems to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings etc.
- The Contractor shall ensure that adequate notices are displayed informing all clients that the safekeeping facilities (lockers) are used at their own risk.
- The Hospital shall be responsible for normal maintenance issues e.g., leaking taps, locks, lighting, blockages, etc which are to be reported to the Contract Manager.
- The Contractor shall permit Hospital and clinical Staff and other third-party persons use of the facilities without any compensation being payable.
- Cleaning staff may use the staff rest room for tea times/ lunch times.

2.17 Staffing

2.17.1 Organisation

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

- Full details shall be submitted of the numbers and categories of staff to be deployed **per shift, by the successful bidder.**

2.17.2 Dress Code of Staff

- The Contractor shall ensure that staff is appropriately always dressed and presentable while on the Hospital or clinic premises.
- All 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 Hospital's or clinics own staff engaged in similar duties.
- The Contractor shall provide his staff with photo-identification badges, which shall be worn and always displayed by the staff while on the Hospital and clinic premises.

2.17.3 Smoking

- The Contractor's staff shall comply with the Hospital smoking policy.

2.17.4 Control of Staff

- The Contractor's staff engaged in the provision of service shall be under the control and direction of WFH housekeepers that shall be responsible to always maintain control and discipline.

2.17.5 Conduct of Staff

- The Contractor shall ensure that his staff carry out their duties and behave in as quiet and orderly manner as may be reasonably practicable while on Hospital or clinic premises; that they shall have regard for the nature of the duties they perform and, that no unreasonable or unnecessary disruption will be caused to the routine and procedures of the Hospital's or Clinics staff and Hospital or clinic functioning.
- Contractor staff is to respect the hospital and clinic patients' rights of privacy and confidentiality.
- While on the Hospital or clinic premises, staff shall comply with Hospital policies and procedures and shall comply with safety and security directives.
- The Contract Manager shall have the right to instruct the Contractor to remove, from WFH Hospital or Protea Park

and Saxon Sea Clinics premises, any of the Contractor's staff who engages in horseplay, is disorderly, and is disruptive, who transgresses any Hospital policy, who is under the influence of alcohol or other substance, who divulges any detail of WFH's hospital patients or whose presence onsite is undesirable.

- No organised labour activity is allowed on WFH premises.

2.18 References

Previous experience of three (3) years in the cleaning of a hospital environment is compulsory, for example listed below.

- Kitchen area
- Admin and Medical Records
- Maternity Ward
- General Ward
- Trauma (EC)
- Out Patient Department
- Radiology
- Pharmacy
- Thuthuzela Centre
- Theatre, CSSD
- Workshop
- SCM stores
- Linen Bank
- Security Control room
- Protea Park and Saxon Sea Clinics

Minimum three (3) references must be submitted together with the completed bid document. It is advised that the referees are cleaning contract managers or the head of the institution. The Department may visit, or call the referees, and may conduct site visits to evaluate service standards to determine the bidder's ability to fulfil the bid requirements.

SECTION C

PART 3: STATUTORY AND OTHER REQUIREMENTS

A. It is a condition of this bid that only bidders who comply with the below requirements will be considered for acceptance. Bidders are therefore required to declare their compliance at the end of this section.

Every question must be answered by marking the applicable "Yes" or "No" block with an "x".

Failure to comply with this requirement or the provision of acceptable, well-motivated written explanations where deviations occur, may lead to immediate disqualification of the bid.

B. All information provided in this Section shall or may be verified by The Department.

C. Bidders are required to submit applicable documentary evidence at the time of bid closing. Failure to adhere to the request for documentation shall lead to the exclusion of the offer submitted. Such documentation so required must be the original or copies certified by a Commissioner of Oaths.

3.1 Organisational status of Bidder

• Individual ownership	☐	☐
• A company	☐	☐
• A close corporation	☐	☐
• Partnership	☐	☐
• Joint venture	☐	☐

3.1.1 Documentary Evidence Required-(Not applicable to points 3.1.1.1. and 3.1.1.2 – to be obtained from database)

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.	☐	☐
3.1.1.2	Close corporation: CK1 and CK2 certificates of the Registrar of Close Corporations.	☐	☐
3.1.1.3	Copy of partnership agreement and in the case of joint ventures and consortia a memorandum of understanding.	☐	☐

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

3.2.1	Is the bidder registered with the Commissioner for COID?	☐	☐
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Provide documentary evidence (letter of good standing) of current valid registration.

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

3.3.1 Is the bidder registered with the Commissioner for UIF? ☐ Yes ☐ No

3.3.2 Provide current valid documentary evidence.

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

3.4.1 Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act? ☐ Yes ☐ No

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

3.5.1 Is the bidder registered with the Commissioner for PAYE? ☐ Yes ☐ No

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

DECLARATION

Name of company/ entity:

.....

VAT registration number:

Company Registration number:

.....

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

Signature:

SECTION D

PART 4: QUESTIONNAIRE: ORGANISATIONAL FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER

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

4.1. Financial Standing

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

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

4.2 Total Number of Employees :

<u>Designation</u>	<u>Number</u>
Management	N/A
Administration	N/A
Supervisors	
Cleaners	

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

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

4.4 Physical Infrastructure

4.4.1 Administrative Offices

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

.....

.....

.....

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

.....

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

.....

4.5.1.4 Further Information Regarding the Administration Office:

4.5.1.4.1	Is it a guaranteed 24-hours service?	Yes	No
4.5.1.4.2	Is it situated at a domestic residence.	Yes	No
4.5.1.4.3	Is there a dedicated Administration Office?	Yes	No
4.5.1.4.4	Land-line telephones in Administration Office.	Yes	No
4.5.1.4.5	Activated cellphones in Administration Office.	Yes	No
4.5.1.4.6	Fax email 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	Yes	No
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for staff to wear a clean and neat uniform at all times?

4.6.2 The uniform shall be distinguishable from the general public and Hospital staff. Insert box

Yes	No
----------------------------------	---------------------------------

4.7 **Identification Badges**

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

☐ Yes

☐ No

4.8 **Cleaning Contract Experience**

4.8.1 Bidders shall have **3 years** of cleaning contract experience providing the full range of cleaning services in a hospital.

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

4.8.2 Current cleaning contract experience

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

SECTION E

PART 5: GENERAL SITE SPECIFICATIONS

The following specifications will apply to all sites:

BIDDERS RESPONSE

1 SCOPE

Provision of a comprehensive cleaning service for specified areas for Wesfleur Hospital.

2. APPLICABLE DOCUMENTATION

The following documentation will form part of the specification and successful Bidder must guarantee that it will comply with the standards as set in the present and future of relevant legislation including but not limited to the following:

General Conditions of Contract (GCC)
Special Conditions of Contract (SCC)
The Constitution of the Republic of South Africa, Act 108 of 1996
Employment Equity Act, Act 55 of 1998
Labour Relations Act, Act 66 of 1995
Basic conditions of Employment Act, Act 75 of 1997
Promotion of Equality and Prevention of Unfair Discrimination Act, Act 4 of 2000
Occupational Health and Safety Act, Act 85 of 1993
Occupational Injuries and Diseases Act, Act 130 of 1993

3. GENERAL DESCRIPTION OF CLEANING SERVICE AT WFH

3.1 The contractor shall provide the services as detailed above in accordance with the standard set and the requirements of the client.

3.1.1 The quotation / price should be firm for the entire period.

3.1.2 Anticipated contract start date: to be mutually agreed with successful bidder and institution (WFH).

3.1.3 Please quote on the Total cost of the Contract. Uniform / cleaning materials to be all inclusive of the quoted price for the full duration of the contract.

3.1.4 It must be noted that this service only makes provision for TWO Tariffs:

3.1.5 Standard Day and Night Tariff (Same Tariff Cost for Day and Night)

Public Holiday and Sunday Tariff (Same Tariff Cost for Public Holidays and Sunday)

3.1.6 Cleaning **materials and equipment** will be provided by Contractor, as per Wesfleur hospital requirements.

- Wesfleur Hospital, Protea Park and Saxon Sea Clinics shall provide free of charge all necessary light, water, power, toilets, and limited storage facilities (subject to agreement) that may be required by the service provider to perform its services.
- Consumables to be supplied shall be an approved brand with the South African Bureau of Standards. The list of minimum products to be used during the contract period:
- Trolleys must be cleaned and disinfected weekly.
- Effective, proper, and working equipment to perform the said schedule of activities/ to be enough for staff always use and available.
- Electrical compliance certificates for all electrical equipment must be supplied upon commencement of the contract.
- All equipment must be marked and stored appropriately according to the Department of Health Ideal Health Infrastructure Framework.
- Any changes in the products approved by the evaluation committee must be communicated in writing prior to the change taking place to the contract manager.
- All consumables to be used to render this service must be environmentally friendly and must comply with the following:
- No constituent substance or preservative within the formulation or packaging of the product must be classified as carcinogenic, mutagenic, or toxic to reproduction.
- No micro-plastics, fillers, or bulking agents 70% of product must be biodegradable within 28 days.
- Packaging should be comprised of at least 80% recycled products.
- No ammonia, petrochemical, chlorine, EDTA and its salts and phosphate. If fragrances are used, then the bidder must ensure that the manufacturer follows the Code of Practice of the International Fragrance Association (IFRA) as a minimum.
- Should not be a disinfectant. No Alkyl-phenols and other alkyl-phenol derivatives, NTA, boric acids, borates and perborates, nitro musk and polycyclic musk.
- Organic dyes or colouring agents must not be potentially bioaccumulating. Provide Complete 16 Section Material Safety Data sheets to be provided Bidders to indicate company responsibility/role in respect of responsible packaging in recycling.

EQUIPMENT AVAILABILITY

3.1.6.1 The following minimum equipment must be included in the submission of the bid:

Items	
Janitor trolley with a wringer	Per department
Colour coded buckets	Minimum of two buckets (Blue and red) per department fitting onto the janitor trolley
Vacuum cleaner for areas with carpets	Fitted with high efficiency particle arrester filters (HEPA). These filters have 99% efficiency and retain water as small as 0.1 micrometre in diameter.

Water suction vacuum cleaner	Fitted with high efficiency particle arrester filters (HEPA). These filters have 99% efficiency and retain water as small as 0.1 micrometre in diameter.
Scrubbing brushes	For each trolley
Window squeegee and paper towel	For each trolley
Scouring sponges	For each trolley
Duster	Per trolley
Scoop and brush	Per trolley
Colour coded static head mop for dry cleaning of floors	For each trolley
Colour coded flat mop	For each trolley janitor trolley
Mop for external use only	Marked "for external use only"
Wet floor signs	For each trolley janitor trolley and any additional that is required as part of the service
Rotary polisher/scrubber	If we requested and needed by facility as well appropriate buff pads.

CONSUMABLE AVAILABILITY

3.1.6.1 The following consumables must be included in the submission of the bid:

3.1.6.2 only main kitchen and CCSD will not be supplied with dishwasher.

Stainless steel cleaner including heavy duty scouring pads	For use on, door frames, etc. The smell must not be overpowering to patients and staff users.
Window cleaner	For use in the washing of windows.
Floor sealer / dressing	25% solid content or more (polymer). See special conditions for more detail.
Floor Stripper	Compatible with sealer non ammonia base. See special conditions for more detail
All-purpose cleaner including heavy duty scouring pads	For bumper rails, staircases, etc.
Degreaser	For stubborn dirt such as showers or fatty dirt build-up.
Colour coded floor pads	As required to maintain floors, as per legislation
Cleaning Cloths	To be colour coded for different cleaning applications, as per the Ideal Health Infrastructure Framework.
Hydrochloride bleach – liquid and sachets	For use in cleaning of toilets.
Furniture polish	To polish furniture in the nonclinical areas and all office spaces.
Dishwashing liquid	Use to clean dishes.
Non ammoniated cream	Use to clean areas, toilets, basins.
Household and non-sterile gloves	PPE for staff.
Colour coded aprons	PPE for staff.
Black scrubbing pads	Used for stripping and sealing.

3.1.7 Average number of workers per month: **32** (30 cleaners and 2 supervisors) prices to be quoted on.

- 3.1.8 Shift cycles / rosters to be in place.
- 3.1.9 The Working Hours are as follows: **07:00 until 16:00** or **19:00** per Day Shift and **19:00** until **07:00** Night Shift. Staff is required seven (7) days a week.
- 3.1.10 Wesfleur Hospital's Housekeeping Supervisors and contracted housekeeping supervisors will maintain the effectiveness of the Staff. Should we experience any challenges we will inform the successful bidder. Action thereof will be done by successful bidder.
- 3.1.11 Housekeeping Supervisors to regulate and disseminate all the cleaning duties within the hospital.
- 3.1.12 All bidders to be paying cleaning staff at least Minimum Hourly Wages as set out by Labour Law at present.
- 3.1.13 Recommended Bidder to remunerate staff as per current labour bargaining agreements pertaining to basic living wage.
- 3.1.14 Basic Conditions of Employment Act (No. 75 of 1997) as amended to be adhered to by successful bidder.
- 3.1.15 Successful bidder to provide own timesheet book for sign in.
- 3.1.16 Due to the nature of the service, which has a direct impact on Patient Care it, is imperative that the staff be replaced immediately as and when required.
- 3.1.17 Successful bidder should be in good financial standing to ensure cleaning staff are paid prior to payment from Wesfleur Hospital to the Successful bidder.
- 3.1.18 Completion of certain documentation to be done by the successful bidder in recommended timeframe.
- 3.1.19 Site Inspections done prior to awarding the contract to the successful bidder.
- 3.1.20 It is recommended that the current cleaning staff be retained for continuity purposes.
- 3.1.21 One Month cancellation notice period of this contract will serve should service not meet the requirements by successful bidder.
- 3.1.22 The contractor's staff shall be trained by the client to perform special tasks e.g., transporting of medical waste, handling emergency requests as and when required.

PLEASE SEE BELOW AREAS TO BE SERVICED:

CLEANING OF WESFLEUR HOSPITAL - ALL AREAS

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

<u>WASTE REMOVAL</u>	<u>DETAILS OF</u>
<u>MEDICAL WASTE REMOVAL</u> Remove all medical waste from wards and other departments to the holding area daily. <u>Types of containers:</u> • Sharp containers • Infectious containers • Anatomical containers • Pharmaceutical medical waste containers (Clear and red bags) • Handling and storage • Store in a specified area for medical waste. • Medical waste area to be always locked. • Storage area, locks and keys supplied by Hospital. • Medical waste containers will only be removed from wards and other departments when full according to the Medical Waste Legislation • Medical waste containers will only be removed from wards and other departments when the plastic bag inside is folded in and tied close. • Red containers must be removed from the wards daily. • Full containers from the Pharmacy must be removed daily. <u>HOUSEHOLD WASTE REMOVAL</u> Remove all household waste from wards and all other departments to the holding area daily. OTHER DUTIES: - SERVE OF PATIENTS MEALS - WASHING OF PATIENT CROCKERY ON WARD LEVEL <u>Types of household waste:</u> • Clear bags with household refuse • Flattened carton containers collected from wards. • Left- over kitchen waste for pigs from the Main Kitchen and wards to be disposed. • Each type of refuse container must be taken to the specific disposal point.	<u>OFFER</u>

• Handling and storage of household waste. • Clear bags must be removed daily into the municipal refuse bins (Wheelie bins). • Refuse bins must be filled by clear bags, starting from back of refuse area to front. • Store in a designated area for wastepaper and cartons. • All boxes to be flattened before storage. • Keep area always locked. • Locks and keys will be supplied by the employer. • Remove containers from the main kitchen daily. • Containers on a trolley supplied by the employee to be used to transport waste to the area specified for that waste type. • Wash kitchen containers and return without delay daily.		
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SPECIFICATIONS FOR CLEANING TO BE DONE

	Standard method	Frequency	BIDDERS RESPONSE YES/NO
Banister	Dust	Daily	
	Wet wipe with detergent & water with ammonia-free detergent	Daily	
Basins	Wash and clean with hard surface cleaner	Daily	
	Wash and clean with ammonia-free detergent	Daily as required	
	Remove mineral deposits	Monthly	
Blinds	Vertical – remove dust	Weekly	
	Horizontal – dusting	Weekly	
	Horizontal – damp wipe with ammonia-free detergent	Monthly	
Carpets	Vacuum with industrial vacuum cleaner - High traffic	Daily	
	Low traffic	Twice weekly	
	Remove spots and stains	As necessary	
	Interim clean	As required	
	Restorative clean	As required	
Ceilings	Dust and wipe air vents	Weekly	
Chairs	Cloth – Vacuum	Quarterly	

	– Spot clean	As required		
	– Shampoo	Quarterly		
	Vinyl and leather – dust	Daily		
	– damp wipe with ammonia-free detergent	Weekly		
	Waiting areas – damp wipe with ammonia-free detergent	Daily		
Curtains	All curtains, including Bed screens, linings and drapes should be removed and cleaned by the bidder. The bidder will also return it to its original positions.	As required.		
Desks	Wood – dust	Daily		
	Wood – polish	Weekly		
	Scaled wood/glass/Formica			
	– damp wipe with ammonia-free detergent	Daily		
	– polish	Weekly		
Doors	Remove finger-marks on glass and push plates with a degreasing agent and equipment that will not scratch the surface	Daily		
	Remove dirty spots on wooden and metal doors	Daily		
	Polish doorknobs with an approved metal polish	Weekly Daily		
	Damp wipe with ammonia-free detergent	Weekly Daily		
	Damp wipe door handles with ammonia-free detergent	Daily		
	Dust mats at entrances Vacuum clean. Wash – CARPET MACHINE	Daily monthly		
Electrical Equipment	Dust	Daily		

	Damp wipe with ammonia-free detergent	Weekly Daily		
Fire Equipment	Treads – dust	Fortnightly		
Escapes	Handrails – damp wipe with ammonia-free detergent	Fortnightly		
Floors –	Remove dust with dust sweeper	Daily		
Resilient (vinyl,	Damp mop for spoilage or spillage with soap and water	As necessary Daily		
	Strip, clean and reseal. (SABS Approved)	Every 3 months or on request		
PVC EC, MOU, PEADS, THEATRE, OPD, XRAY AND PHARMACY	Spray buff with floor polisher.	Daily		
Linoleum)	Micro fibre cloth	Daily		
Floors – Hard	Remove dust with dust sweeper	Daily		
(Ceramic, marble Granite, brick, porcelain,	Damp mop for spoilage or spillage with soap and water	As necessary Daily		
Concrete, etc.)	Machine scrub	As necessary		
Kitchens, Wards	Sweep all floors and wash with disinfectant and water. Keep kitchen clean	Daily		
	Rinse and fill water bottles Set food trays. Serve breakfast/lunch/supper and night snack. Serving/Making of tea/coffee for breakfast/lunch/supper and snack time Collect and clean all crockery, cutlery, and food trays, rinse.	Daily as required. Before mealtimes Daily At mealtimes Daily/ At mealtimes Daily After meals		

	Work surfaces damp wet cloth, wiped and dried	Daily		
	Walls and cupboard doors damp wipe	Twice weekly		
	Cupboard storage cleaned and wet wipe	Monthly		
Lights	Dust	Monthly		
Light switches	Damp wipe with ammonia-free detergent	Weekly		
Liquid soap holders	Replace liquid soap bottles	Daily or necessary		
Medical waste	Seal and mark medical waste boxes and sharp containers	Daily or as necessary		
Metal work	Polish with stainless steel polisher	Daily or as required		
Mirrors	Wet wipe with Alcohol based cleaning agent and dry	Daily or as necessary		
Paper towel dispensers	Fill paper towel dispensers	Daily or as necessary		
Pictures	Dust frames	Weekly		
	Damp wipe frames and clean glass	Monthly		
Pipes	Dust	Weekly		
Plugs	Damp wipe	Weekly		
Power boxes	Dust and damp wipe	Weekly		
Railings and all Staircases	Wash and clean all railings and staircases	Daily		
Refrigerators	Wash and clean inside and outside with ammonia-free detergent	Twice weekly Monthly		
Refuse bins	Empty, wash, disinfect and replace with new bin liner. Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors, carpets, or tiles. The contents of waste baskets and other office rubbish should be removed	Daily		

		neatly in bags and deposited in the rubbish bins provided for this purpose. Outside bins to be washed on bin collection days after collection.	Three times weekly		
All Shelves and lockers		Dust those that are empty	Weekly		
		Wash shelves with ammonia-free detergent	As required		
Showers		Remove dirt and grime from walls, tiles, doors, and floors using disinfectant	Daily or as required		
Sinks		Wash and Clean	Daily and as required		
Skirting/doors		Dust / high dusting/ burglar bars and safety gates	Three times a week		
		Damp wipe with ammonia-free detergent	Daily		
Sluice rooms		Disinfect and wash bedpans, basins and urinals and insert in bedpan washer	Daily and as required		
		Clean and wash all surfaces and floors with disinfectant	Daily and as required		
Switches		Damp wipe with ammonia-free detergent	Daily and as required		
Tables		Dust	Daily		
		Wet wipe with ammonia-free detergent	Weekly		
		Glass tops: Wet wipe with glass cleaner	Weekly		
Taps		Clean and wash with ammonia-free detergent	Daily and as required		
		Remove mineral deposits	Monthly		
Telephones		Dust	Daily		
		Damp wipe	Daily		
Ablution facilities	Staff/ Ward	To be cleaned early in the morning before staff arrives for work at 07:00	Daily		
		Ensure usability and replenish consumables	Three or more times daily		

		Remove spillage from bowl and under flush rim with hard surface cleaner and a brush	Daily or as necessary		
		Remove mineral deposits	Monthly		
		Wash seat and lid, cistern and pipes, etc.	Daily		
		Disinfect all components	Daily		
		Wash doors and walls	Daily		
		Remove litter	Daily Twice a day		
Ablution Facilities	Public/ Waiting	To be checked, cleaned and serviced/ replenished	Every 15 minutes Hourly		
	areas	Remove spoilage from bowl and flush under rim with hard surface cleaner and a brush	Every 15 minutes Daily		
		Remove mineral deposits	Every 15 minutes Weekly		
		Wash seat and lid, cistern, and pipes, etc.	Every 15 minutes Hourly		
		Disinfect all components	Every 15 minutes		
		Wash and clean, doors and walls	Daily		
		Remove litter	Daily 4 hourlies		
Urinals in waiting areas		Wash and Scrub with disinfectant	Every 15 minutes Hourly		
		Wash pipes and flushing mechanisms	Daily		
		Wash step or floor at urinal with disinfectant	Every 15 minutes Hourly		
		Remove mineral deposits from gullies and drains	Every 15 minutes Weekly		
Walls		Remove all spots and fingerprints on walls, painted	Daily		

	surfaces, electric switches, etc.			
	Wash and clean walls with ammonia-free detergent and dry washable surfaces	Weekly		
Windows	Clean inside faces with glass cleaner.	Monthly		
	Clean outside faces with glass cleaner or squeegee. Cleaning windows behind burglar bars and window safety cages. Scaffolding for the access to 1 st Floor windows on the outside for cleaning purposes	Monthly		
Windowsills	Dust	Daily		
	Dust and damp wipe with ammonia-free detergent	Daily		
X-Ray room	Dust and damp wipe with ammonia-free detergent	Daily		

4 GENERAL REQUIREMENTS

- 4.1 A service level agreement may be entered into with the successful bidder.
- 4.2 The contractor shall supply an adequate labour force to render a service of a standard acceptable to the client.
- 4.3 Substitute staff must be provided for persons on leave, or sick. Substitute staff must wear the uniforms and name badge of the current contractor on site.
- 4.4 A housekeeping supervisor from WFH with the necessary skills will always plan and monitor the work.

5. CONTROL MEASURES

- 5.1 At all times cleaners must present an acceptable image/appearance which implies inter alia that they may not sit, lounge about, smoke, eat or drink while attending to duties.
- 5.2 Cleaners must have a name badge indicating company name, rank and name.
- 5.3 Protective clothing to be always neat and clean.
- 5.4 Cleaners must be in full uniform as supplied by the service provider (3x Golf Shirts per staff member), ready for duty at their specified points at the specified shift starting time. In this connection, late coming will be accumulated and deducted from payment of the successful bidder. Cleaners may not work double shifts.
- 5.5 Continuous duty without the laid down off duties will not be allowed. Relievers for off duty and absenteeism must be provided.

- 5.6 Should a cleaner not perform or if reports of misconduct are received, he/she must be removed from the site and be replaced by the successful bidder immediately on request of the WFH Management.

6. OBLIGATIONS OF WFH, PROTEA PARK AND SAXON SEA CLINICS

- 6.1 The Department shall provide free of charge all necessary light, water, power, toilets and other facilities that may be required by the contractor to perform its services.

RENDERING OF A COMPREHENSIVE CLEANING SERVICE AT WESFLEUR HOSPITAL, DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:

BID NUMBER: WCGHSC0376/2022

CLOSING TIME: 11:00 AM

OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID AND PRICING MUST BE INCLUSIVE OF VAT

COSTING SCHEDULE

PRICE BREAKDOWN				
DESCRIPTION	PERCENTAGE/RATE/ MONTHLY PER PERSON	GENERAL WORKERS	SUPERVISOR	40 HR WEEK
Hourly rate				
Daily Rate				
Weekly wage cost				
Monthly wage cost				
Leave provision				
Sick Pay				
Family responsibility leave				
Provident fund				
Bonus				
UIF				
COVID/WCA				
Training SDL				
TOTAL LABOUR:				
Staff for day & night shift:				
TOTAL LABOUR PER MONTH:				
Equipment supply per month:				
Chemical supply per month:				
Profit & overheads:				
TOTAL PRICE PER MONTH INCL VAT:				

Note: Please ensure that your price per month includes the latest minimum wage rate as published in the Government Gazette.

Bidder that do not comply to the latest hourly rate will not be considered.

ITEM	1 ST YEAR	2 ND YEAR	3 RD YEAR
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	(INCLUSIVE OF VAT)	(INCLUSIVE OF VAT)	(INCLUSIVE OF VAT)
1.	R..... Total per month	R..... Total per month	R..... Total per month
2.	R..... Total cost per year	R..... Total cost per year	R..... Total cost per year
3.	Total all-inclusive cost for three (3) years: R (included VAT)		

Note: The bid will also be adjudicated on the total cost over the three (3) year period. Please ensure that your costing is correct as corrections cannot be made after bid closure.

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

B. If not to specification, please indicate deviation(s) on a separate sheet. YES / NO

C. The price(s) quoted must be firm for the duration of the contract.

Definition of pricing structures

To this bid the following explanations are provided:

1. Firm prices

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

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

Firm prices linked to fixed period adjustments, i.e., three tier prices (Firm 1st, firm 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

PROVINCIAL GOVERNMENT WESTERN CAPE

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

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

6. Definitions

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

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

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or

(d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

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

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

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

Any person who directly or indirectly -

(a) accepts or agrees or offers to accept any 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 not to do anything, of the, is guilty of the offence of corruption.

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

“employee”, in relation to –

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

(b) a public entity, means a person employed by the public entity;

“entity” means any -

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

- (b) sole proprietorship;

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

“Family member” means a person's -

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

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

“Institution” means – a provincial department or provincial public entity

listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

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

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

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

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of

state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

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

SECTION A DETAILS OF THE ENTITY

	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	

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

TABLE A

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

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

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

TABLE B

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

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

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

MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.

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

C2. TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

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

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

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

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

.....

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

.....

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

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

ANSWER:.....

1.4 Do you want to make an affirmation? ANSWER:

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

.....

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:.....

Place

.....

Business Address:

.....

.....

.....

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

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

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

1. DEFINITIONS

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

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

2. GENERAL CONDITIONS

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

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

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

Where

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

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

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

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

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

7. BID DECLARATION

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

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

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

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

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

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

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

- (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.

● ● ● ● ● ●

.....

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1.

2.

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

- The enterprise is _____ % Black owned;
- The enterprise is _____ % Black woman owned;
- Based on management accounts and other information available for the _____ financial year, the income did not exceed 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.		

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

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 regarding 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.

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 between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is 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 on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts 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 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or

contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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 destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' 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 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 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 the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise

in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of 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 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 fulfilment 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, except for any price adjustments authorized in SCC or in the purchaser's request for bid validity extension.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all 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 like 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 of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for 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 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 wilful 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 previously mentioned notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.2 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.