



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

BID NUMBER: **WCGHSC0347/2022**

CLOSING DATE: **FRIDAY, 28 APRIL 2023**

CLOSING TIME: **11:00**

FOR THE PROVISION OF RENDERING A COMPREHENSIVE CLEANING AND GARDENING SERVICES AT HELDERBERG DISTRICT, STRAND CDC, MACASSAR CDC, GUSTROUW CDC AND NOMZAMO CDC UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH FOR A 3-YEAR PERIOD

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

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

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

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

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

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

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

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

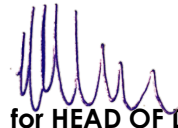
Where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.

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

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

The successful bidder will be required to complete and sign a written contract form (WCB7.1).

Please refer all technical/specification enquiries to **Mr Alexander Marais** at telephone no. (021) 850 4701 or email Alexander.Marais@westerncape.gov.za.



C Munnik
for HEAD OF DEPARTMENT

DATE: 15/03/2023

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

28 APRIL 2023

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PART A INVITATION TO BID

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

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

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

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

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

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

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

BID NUMBER:	WCGHSC0347/2022	CLOSING DATE:	28 APRIL 2023	CLOSING TIME:	11H00
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DESCRIPTION	Rendering of a comprehensive cleaning and gardening service at Helderberg District Hospital , Strand CDC, Macassar CDC, Gustrouw CDC and Nomzamo CDC under the control of the Western Cape Department of Health and Wellness for a period of three (3) years
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Main entrance of Department of Health and Wellness , Supply Chain Management Offices (M9 building)

On premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville

Open Mondays to Fridays from 7 am to 5 pm (excluding public holidays)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Shameez Halifax	CONTACT PERSON	Alexander Marais
TELEPHONE NUMBER	021 834 9008	TELEPHONE NUMBER	021 850 4701
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Shameez.Halifax@westerncape.gov.za	E-MAIL ADDRESS	Alexander.Marais@westerncape.gov.za

SUPPLIER INFORMATION

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

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BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

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

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

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

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

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

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

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

WESTERN CAPE GOVERNMENT HEALTH
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NOTICE TO ALL BIDDERS

COMPULSORY SITE MEETING & SITE VISIT WILL BE HELD

Bidders are invited to submit a bid for the cleaning service at the Helderberg District Hospital, Strand CDC, Macassar CDC, Gustrouw CDC and Nomzamo CDC

Compulsory site meeting to take place on 13 APRIL 2023

See details below and it is required that bidders attend the site meeting listed in this bid.

NB: Failure to attend the site inspection will invalidate your offer

PLEASE KEEP STRICTLY TO TIME OF SITE MEETINGS AS LATE BIDDERS WILL NOT BE ALLOWED TO CONTINUE WITH THE SITE MEETING AND VISIT. Bidders must ensure that they are at the meeting venue at least fifteen (15) minutes before the starting time of the meeting. Doors will be locked at the starting time of the site meeting.

THE COMPLETION OF THE ATTENDANCE REGISTER WILL CONSTITUTE PROOF OF ATTENDANCE.

Date: Friday 13 April 2023

Time: 11:00 am

Address: Helderberg District Hospital
Corner of Lourensford Way and Hospital Street
Somerset West

Venue: Boardroom, Ground Floor, Admin Building

For details contact:

Mr Alexander Marais

Tel: (021) 850 4701

Email: Alexander.Marais@westerncape.gov.za

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

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WCBD 3.3

PRICING SCHEDULE(CLEANING SERVICES)

NAME OF BIDDER: _____

BID NUMBER: **WCGHSC0347/2022**

CLOSING TIME: **11:00 AM**

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)		
NB	<u>The Total Monthly Cost Per Cleaner (all inclusive) and Bid Price must Be Calculated on an 11 Hour Shift (12 Hours Minus one(1) Hour Lunch Break) For Helderberg Hospital</u>			
1.	<u>PRICE BREAKDOWN</u>	Year 1	Year 2	Year 3
1.1	Basic salary per cleaner per hour (day shift)	R..... / hour	R..... / hour	R..... / hour
1.2	Basic salary per cleaner per hour (night shift)	R..... / hour	R..... / hour	R..... / hour
1.3	Basic salary per cleaner per month (Mon to Fri ,07H00 – 16H00)	R..... / month	R..... / month	R..... / month
1.4	Basic salary per cleaner per month (Sun to Sat, 07H00 – 19H00)	R..... / month	R..... / month	R..... / month
1.5	Basic salary per cleaner per month (Sun to Sat, 19H00 – 07H00)	R..... / month	R..... / month	R..... / month
1.6	Basic salary per gardener per hour (day shift)	R..... / hour	R..... / hour	R..... / hour
1.7	Basic salary per gardener per month (Mon to Fri, 07H00 – 16H00)	R..... / month	R..... / month	R..... / month
1.8	Basic salary per team leader per hour (Night Shift)	R..... / hour	R..... / hour	R..... / hour
1.9	Basic salary per supervisor per month (Sun to Sat,19H00 – 07H00)	R..... / month	R..... / month	R..... / month
1.10	Basic salary per supervisor per hour	R..... / hour	R..... / hour	R..... / hour
1.11	Basic salary per supervisor per month (Mon to Fri, 07H00 – 16H00)	R..... / month	R..... / month	R..... / month
1.12	Monthly UIF costs	R..... / month	R..... / month	R..... / month
1.13	Monthly Provident fund costs	R..... / month	R..... / month	R..... / month
1.14	Monthly Bonuses	R..... / month	R..... / month	R..... / month

1.15	Other Staff and salary costs (If applicable) Provide breakdown	R..... / month	R..... / month	R..... / month
1.16	Total monthly cost for staff as indicated	R..... / month	R..... / month	R..... / month
1.17	Uniforms	R..... / month	R..... / month	R..... / month
1.18	Transport	R..... / month	R..... / month	R..... / month
1.19	Equipment (Provide Breakdown)	R..... / month	R..... / month	R..... / month
1.20	Cleaning Agents (Hygiene) (All cleaning material/requisites to be included in the total bid price)	R..... / month	R..... / month	R..... / month
1.21	Overheads (including profit)	R..... / month	R..... / month	R..... / month
1.22	<u>Total all-inclusive monthly cost Strand CDC</u>	R..... / month	R..... / month	R..... / month
1.23	<u>Total all-inclusive monthly cost Gustrouw CDC</u>	R..... / month	R..... / month	R..... / month
1.24	<u>Total all-inclusive monthly cost Nomzamo CDC</u>	R..... / month	R..... / month	R..... / month
1.25	<u>Total all-inclusive monthly cost Macassar CDC</u>	R..... / month	R..... / month	R..... / month
1.26	<u>Total all-inclusive monthly cost Helderberg Hospital</u>	R..... / month	R..... / month	R..... / month
1.27	<u>Total all-inclusive monthly Bid Price</u>	R..... / month	R..... / month	R..... / month

<u>Ad hoc (Labour Only)</u>				
2.	<u>Cleaning and/or moving of items between areas; and/or deep cleaning; and/or relief duties (If and when required)</u>	Year 1	Year 2	Year 3
2.1	Adhoc Staff cost per hour Mon to Fri (07H00 – 19H00)	R..... / hour	R..... / hour	R..... / hour
2.2	Adhoc Staff cost per hour Mon to Fri (19H00 – 07H00)	R..... / hour	R..... / hour	R..... / hour
2.3	Adhoc Staff cost per hour Saturday (07H00 – 19H00)	R..... / hour	R..... / hour	R..... / hour
2.4	Adhoc Staff cost per hour Saturday (19H00 – 07H00)	R..... / hour	R..... / hour	R..... / hour
2.5	Adhoc Staff cost per hour Sundays (07H00 – 19H00)	R..... / hour	R..... / hour	R..... / hour
2.6	Adhoc Staff cost per hour Sundays (19H00 – 07H00)	R..... / hour	R..... / hour	R..... / hour
2.7	Adhoc Staff cost per hour Public Holidays (07H00 – 19H00)	R..... / hour	R..... / hour	R..... / hour
2.8	Adhoc Staff cost per hour Public Holidays (19H00 – 07H00)	R..... / hour	R..... / hour	R..... / hour

2.9	Adhoc Staff cost per month (Mon to Fri 07H00 – 16H00)	R..... / month	R..... / month	R..... / month
2.10	Adhoc Staff cost per month (Sun to Sat 07H00 – 19H00)	R..... / month	R..... / month	R..... / month
2.11	Adhoc Staff cost per month (Sun to Sat 19H00 – 07H00)	R..... / month	R..... / month	R..... / month

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

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Definition of pricing structures

For the purpose of 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.

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

BID OPENED @ 11:00

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PURPOSE:

To provide a 24-hour cleaning service at Helderberg District Hospital, Strand CDC, Macassar CDC, Gustrouw CDC and Nomzamo CDC, 7 days a week, day and night shifts, including public holidays and weekends.

SECTION A

EVALUATION CRITERIA

Bidders are to indicate in the column provided that he/she has read and understood the specific conditions by indicating at all points comply/do not comply e.g. 2.1.1 comply or do not comply 2.1.2 comply or do not comply

1. ADJUDICATING PROCESS

1.1 This bid will be adjudicated in terms of the Preferential Procurement System in accordance with the information provided in the Preference Procurement Points Claim Forms.

1.2 Preference Points shall only be allocated to bids which are found to be acceptable and compliant with the requirements and specifications

2. EVALUATION CRITERIA

Bids will be deemed to be acceptable if:

2.1 COMPLIANT WITH CONDITIONS AND LEGITIMACY TEST

Which includes interalia;

2.1.1 South African Revenue Service Tax Clearance

Only bidders who have submitted a current and original S.A.R.S. Tax Clearance with bid application will be considered for acceptance. In the case of a joint venture a Tax Clearance Certificate must be submitted of each company party to the partnership agreement.

Refer to the attached WCBD 2 form for more details.

2.2 COMPLIANT WITH THE SPECIFICATION

Which includes interalia;

2.2.1 Statutory and other Requirements

2.2.1.1 Only bidders who comply with Part 3: Statutory and other Requirements will be considered for acceptance.

2.2.1.2 Failure to submit applicable documentary evidence on the closing date of the bid shall lead to the exclusion of the offer submitted.

2.2.1.3 Bidders are requested to submit the following relevant documents with their bid application:

2.2.1.3.1 Public or private company:

- Public or private company registration certificate
- Names of the directors and shareholders certificates

2.2.1.3.2 Close corporation:

- CK1 certificate – Registration of Closed Corporation
- CK2 certificate – Change of name or ownership

2.2.1.3.2 Joint Ventures:

- Partnership Agreement

BIDDERS RESPONSE

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- 2.2.1.3.3 Registration for Compensation for Occupational Injuries and Diseases Act 130 of 1993
- Letter of good standing with the commissioner for COIDA
- 2.2.1.3.4 Registration for Unemployment Insurance Fund Registration
- Letter of good standing with the commissioner for UIF
- 2.2.1.3.5 Labour Brokers
- Registration with Confederation of Private Employment Services
 - IRP 30 SARS certificate
- 2.2.1.3.6 Membership with a cleaning contract association
- Membership Certificate

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

Which includes interalia;

3.1 Capacity of the bidder

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

3.2 Sectoral Determination for Cleaning Services Trade

- 3.2.1 It is expected that the successful bidder shall pay his/her employees at least a minimum monthly basic wage, prescribed for the Area concerned in the Basic Conditions of Employment Act: Contract Cleaning Sector (Sectoral Determination 1): Correction (Gazette 28428, Regulation Gazette 8390) of 1 December 2010 or latest.

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SECTION B

PART 1 : DEFINITIONS

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

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1. **DEFINITIONS**

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

The organisation or individual providing contracted cleaning services.

1.2 **User/Department**

The authority, retaining a contractor to carry out cleaning services, in accordance with an agreed contract. Environmental Hygiene Services: **Helderberg District Hospital.**

1.3 **Contract and Conditions**

1.3.1 **Contract**

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

1.3.2 **Conditions**

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

1.4 **Bid**

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

1.4.1 **Bidder**

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 **Supervisor/Controller**

The person designated to manage a control room or command post and to report any variations in the staff on duty.

1.7 **Co-ordinator**

The representative of the User.

1.8 **Check call**

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

1.9 **Cleaner**

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

1.10 **Cleaning**

Is the removal of unwanted matter.

1.11 **Specification**

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

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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) include all entities (i.e. corporations, associations, partnerships, close corporations, government or local authorities, and other legal entities and natural persons).

1.19 **Dressing / Sealer**

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

1.20 **Polish**

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

1.21 **Stripper**

A detergent that will chemically unlock the bonding molecules in dumping's and polishes and allows them to be removed from the floor. **Product to be provided shall be non-ammonia based.**

1.22 **Mandatory**

Refers to a compulsory legal requirement

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SECTION B

PART 2 : ADDITIONAL CONDITIONS OF CONTRACT

Bidders are to indicate in the column provided that he/she has read and understood the specific conditions by indicating at all points comply/do not comply e.g. 2.1.1 comply or do not comply 2.1.2 comply or do not comply

BIDDERS RESPONSE

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 on a monthly basis to the Supply Chain Management Unit – Contract Administration Section.

2.1.3.3 It is mandatory that all health workers be vaccinated against Hepatitis B. Three doses of vaccine are required each four weeks apart. Booster doses are required every five years. Workers, who have been vaccinated less than five years ago, do not require vaccination. It is a **condition of this bid** that the successful bidder **must** submit proof **one week** before commencing of service that all staff to be deployed on site has been vaccinated.

2.2 Advertising and Trading

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

2.3 Sub-contracting or Employment of Staff from Other Parties

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

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

2.4 Changes to Bidders Operational Status

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

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 will 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 **Permanent Reduction Or Increase In Scope Of Service**

2.7.1 The Hospital reserves the right to permanently decrease the number of cleaners by giving the Service Provider 3 months (90 days) written notice of its intention to do so.

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

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

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

2.8 **Penalties and Pro Rata Deductions**

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

2.8.2 The Service Provider will be penalized, and pro rata deductions will be made for not adhering to Bid specifications and/or the Service Level Agreement.

Miscellaneous penalties:

Late postings per person (½ hour after schedule time)	R 100 per person
Postings more than 2 hours after scheduled time	R 200 per person
Failure to post a per person per day	R 500 per person
Asleep on duty	R 500 per occurrence
Should a second, similar offence, occur by the same individual they are to be removed from the site permanently	
Failure to wear and display identity cards	R 200 per occurrence
Failure to adhere to dress code	R 200 per occurrence
Absent from point of duty without permission	R 500 per occurrence
Posting of untrained staff	R 500 per occurrence
Untrained staff to be removed from site and replaced by a trained official, failure to do so will be deemed as failed posting and penalised accordingly	
Failure to provide a relief	R 500 per occurrence
Contractor failing to visit at least once every 2 weeks	R 1500 per occurrence
Duties not being performed due to equipment problems	R 1000 per occurrence
Duties not being performed due to unavailability of cleaning consumables	R 1000 per occurrence
Unauthorised use of cell phones during working hours	R 500 per occurrence
Failing to submit staff placement list in advance	R 2500 per occurrence
Failing to maintain staff file, as prescribed in point 2.13.1	R 500 per person, per occurrence
Failing to adhere to SLA	R 750 per occurrence

2.9 **Occupational Health Safety Act**

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

2.10 **Protection Of Service Providers' Staff**



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

2.10.2 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.

2.10.3 All staff should be issued with household gloves – one set for general cleaning (yellow or Blue) and one set for toilet cleaning (red) as well as a pair of protective goggles.

2.11 Loss, Damage And Safekeeping Of Hospital Property

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

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

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

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

2.11.5 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.

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

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

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.

The following documentation needs to be provided to the facility at the same time for each staff member:

- Copy of ID documents
- Copy of general cleaning training certificate
- Copy of IPC training
- Proof of Hep B immunisation records

The same information should be provided for any relief staff.

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



2.12.3 The Service Provider shall ensure that the staff provided shall be cleared by the South African Police Service to indicate that they have no criminal record. Proof to be provided to the hospital as part of the worker profile.

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

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

- Copy of ID documents
- Must be a South African Citizen.
- 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 and good quality** identification card of the Service Provider with the member's photo, full name, identification number, always worn conspicuously on his/her person.

2.13.3 **On-Site Administration:**

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

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2.13.4 **Conduct Of Cleaning Staff:**

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

2.13.5 **Changes at Points of Duty:**

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

2.13.6 **Continuity of Service:**

- The Service Provider is to ensure that the specified numbers of cleaners are continuously deployed at each specified point of service during each shift. 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.

2.13.7 **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 User 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.**
- The User shall, however, not instruct 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.

- On rainy days, the garden staff to be re-allocated in any area where deemed necessary after performing compulsory duties in original allocated areas.

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

- **At the beginning of each month** the Service Provider shall deliver to the User a comprehensive and detailed roster giving the details on a shift-by-shift basis of the names of the Cleaners to be deployed on the site. Details are to include off-days, relievers, names, surnames, and point to which he/she is to be deployed. Daily changes to the roster and reasons therefore are to be communicated to the User immediately. Duty rosters to be drawn up by the hospital's principal housekeeping supervisor and onsite supervisor of the contractor.

2.13.9 **Posting of Cleaners and Inspection:**

- Inspections and posting of cleaners on site must be done before every shift in terms of a duty roster. Read in conjunction with 2.14.8

2.13.10 **Incident Reporting**

- Should an incident occur the Service Provider shall hand in to the User a detailed written report within 24 hours of incident occurring.

2.13.11 **Permanency:**

- The Service Provider shall provide a list of cleaners, including relievers, working permanently for the period of the contract, if it is practically possible. When in **exceptional cases** its necessary that new staff must be trained, these staff must perform a 12-hour day shift (at his own cost) for training before they will be allowed on duty for a normal shift.
- **No untrained personnel will be allowed on the premises.**

2.13.12 **Site Management/Supervision:**

- The Service Provider 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 supervision of a Hospital Official the cleaner shall be expected to take instructions from the Hospital Official.

2.14 **HOSPITAL AND PRIVATE PROPERTY**

- The Contractor shall immediately return to the Hospital 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.

2.14.1 **Liaison**

- The Contractor shall appoint a Contract Project Officer who shall work in close co-operation with the Hospital Cleaning Manager to facilitate the flow of accounts, payments, information, solving of problems, etc. between the parties.
- The Hospital shall likewise appoint a Hospital Cleaning Manager to communicate with the Contract Project Officer on an ongoing 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 Contract Project Officer shall liaise with the Hospital Cleaning Manager on a daily basis regarding to any staffing issues.

2.14.2 **Monitoring**

- The Hospital Cleaning 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.

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- Control sheets and management reports shall be submitted to Hospital Cleaning Manager on a daily basis.

2.14.3 **Communication**

- The Hospital Cleaning 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 Hospital Cleaning Manager shall also address operational and technical problems that may arise in consultation with the Contract Project Officer.
- A Standing Liaison Forum with identified role players from the Hospital and Contractor will be held on at least a quarterly basis.
- Monthly and other ad hoc meetings will be held with the Contractor and other stakeholders as determined by the Hospital Cleaning Manager.

2.15 **FACILITIES**

2.15.1 **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:

2.15.2 **Change Rooms and Toilets**

- The Change Room Complex comprising of the Female Change, Male Change and Toilet Banks shall be made available at no charge to the Contractor for the duration of the contract in order to comply with the abovementioned regulations.
- The Change Room Complex shall be staffed, controlled, managed and supervised by the Contractor who shall have a supervisor on duty at the Change Room Complex whenever the Change Rooms are open.
- The Change Room Complex shall not be used as a rest room, dining eating of meals of snacks, recreation, playing or games or meetings.
- **NO SMOKING IS ALLOWED IN THIS AREA AND FINES WILL BE ISSUED**
- It shall only be used for the purpose of safekeeping (lockers) and changing facilities as described in the Regulations.
- The hours of operation of the Change Rooms shall be at least from 07h00 to 19h00 daily including public holidays and weekends. (The exact hours of opening may be varied by consultation with the Hospital Cleaning Manager)
- The Contractor shall provide his own safekeeping lockers for his own staff.
- The Contractor shall be responsible for the security of the entire Change Room Complex as well as the safekeeping of Hospital property entrusted to his care whilst the Change Room Complex is open. The Contractor is to devise and implement control systems to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings etc.
- The Contractor shall ensure that adequate notices are displayed informing all users that the safekeeping facilities (lockers) are used at their own risk.
- The Contractor is to provide all the necessary staffing, services and consumables

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at his own cost to keep the Change Room Complex in a clean and hygienic condition.

- The Hospital shall be responsible for normal maintenance issues e.g. leaking taps, locks, lighting, blockages, etc which are to be reported to the Hospital Cleaning Manager.
- The Contractor shall permit Hospital Staff and other third party persons use of the facilities without any compensation being payable.
- However, each such person wishing to use the safekeeping and change room facilities must apply to do so in writing to the Contractor and the form submitted to the Hospital Cleaning Manager for authorisation.
- Use of the Toilet Banks is to be permitted for any person. No prior authorisation will be required.

2.15.3 Administration and Storage Facilities

- An Area will be made available at no charge to the Contractor for on-site administration, clocking, storage of equipment and consumables.
- The area shall be staffed, controlled, managed and supervised by the Contractor who shall have a supervisor on duty at the area whenever it is open.
- The Contractor shall be responsible for the security of the entire area as well as the safekeeping of Hospital property entrusted to his care.
- The key to the area shall not be removed from the Hospital premises and shall be signed in and out each day in the special key register at the Sister in charge.
- The Contractor is to provide all the necessary staffing, services and consumables at his own cost to keep the area in a clean and hygienic condition.

2.15.4 Other Facilities

- It may be necessary for operational reasons to establish other similar satellite facilities in other buildings for use by the Contractor.
- Where this occurs it will be formally documented together with the condition of use and appended to the Service Level Agreement.

2.16 Staffing

2.16.1 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: -
- Bidders shall submit an organogram of the proposed Linen Management Service staff that will be deployed on-site at the Hospital. (Where possible their qualifications, experience and duties must also be provided).
- Bidders shall ensure that appropriate supervisory structures are in place in order that the Contract Service Staff engaged in the provision of the service are always adequately supervised and perform their duties properly at all times.
- Full details shall be submitted of the numbers and categories of staff to be deployed **per shift**.

2.16.2 Dress Code of Staff

- The Contractor shall ensure that his staff are appropriately dressed (protective clothing) and presentable at all times while on the Hospital premises.
- All of the Contractor's staff shall wear appropriate and uniform protective clothing, which must be clearly and prominently embossed with a company

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logo, and shall be of a standard that is not inferior to that of the Hospital's own staff engaged in similar duties.

- The Contractor shall provide his staff with clear and good quality photo-identification badges, which shall be worn and displayed at all times by the staff while on the Hospital premises.

2.16.3 Smoking

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

2.16.4 Control of Staff

- The Contractor's staff engaged in the provision of service shall be under the control and direction of the Contractor's on-site supervisory staff as well as Hospital principal housekeeper that shall be responsible to maintain control and discipline at all times.

2.16.5 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 premises; that they shall have regard for the nature of the duties they perform and, that no unreasonable or unnecessary disruption will be caused to the routine and procedures of the Hospital's staff and Hospital functioning.
- Contractor's staff are to respect the hospital patients' rights of privacy and confidentiality.
- While on the Hospital premises, staff shall comply with Hospital policy and procedures and shall comply with safety and security directives.
- The Hospital Cleaning Manager shall have the right to instruct the Contract Project Officer to remove, from the Hospital premises, any of the Contractor's staff who engages in horseplay, is disorderly, is disruptive, who transgresses any Hospital policy, who is under the influence of alcohol or other substance, who divulges any detail of hospital patients or whose presence onsite is undesirable.
- No organised labour activity is allowed on Hospital premises.

2.17 Cleaning Contract Association

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

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SECTION B

PART 3 : STATUTORY AND OTHER REQUIREMENTS

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

3.1 **Organisational status of Bidder**

- Individual ownership
- A company
- A close corporation
- Partnership
- Joint venture

3.1.1 **Documentary Evidence Required**

- 3.1.1.1 Company : Public or private company registration issued by the Registrar of Companies, including the names of the directors and shareholders certificates of each shareholder.
- 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?
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?
- 3.3.2 Provide documentary evidence (letter of good standing) of current valid registration.

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

- 3.4.1 Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act?



3.5	<u>Labour Broking</u>		
3.5.1	Is the bidder considered to be a Labour Broker	<input type="text" value="Yes"/>	<input type="text" value="No"/>
3.5.2	Is the bidder registered with The Confederation of Private Employment Services (CAPES) or any other Association affiliated to it, i.e. National Staffing Association (NSA). Provide proof of current registration	<input type="text" value="Yes"/>	<input type="text" value="No"/>
3.5.3	Provide current IRP30 certificate issued by the Receiver of Revenue	<input type="text" value="Yes"/>	<input type="text" value="No"/>
3.6	<u>Skills Development Levies Act (9 of 1999)</u>		
3.6.1	Is the bidder registered with the Department?	<input type="text" value="Yes"/>	<input type="text" value="No"/>
	Provide documentary evidence of current valid registration.		
3.7	<u>Membership with cleaning contract association</u>		
3.7.1	Is the bidder registered with a Cleaning Contract Association such as the National Cleaning Contract Association (NCCA)	<input type="text" value="Yes"/>	<input type="text" value="No"/>
3.7.2	Provide documentary evidence of current valid membership		
3.8	<u>VAT Registration</u>		
3.8.1	Is the bidder registered for VAT	<input type="text" value="Yes"/>	<input type="text" value="No"/>
3.8.1	Provide VAT Registration Number		
3.9	<u>Pay as you earn (PAYE)</u>		
3.9.1	Is the bidder registered with the Commissioner for PAYE?	<input type="text" value="Yes"/>	<input type="text" value="No"/>
3.9.2	Provide documentary evidence (letter of good standing) of current valid registration.		

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SECTION B

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

4.1. **Financial Standing**

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

The first payment can only be expected between 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.

Full details with documentary evidence Financial statements are to be provided with the bid as to how the bidders will finance the contract

4.2 **Total Number of Employees :**

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

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 Officers

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

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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?

4.5.1.4.2 Is it situated at home?

4.5.1.4.3 Is it a dedicated Administration Office?

4.5.1.4.4 Land-line telephones in Administration Office.

4.5.1.4.5 Activated cellphones in Administration Office.

4.5.1.4.6 Fax in Administration Office.

4.5.1.4.7 Administration Office always manned by well-trained staff who can handle emergency situations.

4.6 **Uniforms**

4.6.1 Does the bidder have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times?

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

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.

4.8 **Cleaning Contract Experience**

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

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



4.8.2 Current cleaning contract experience

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

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SECTION B

PART 5: GENERAL SITE SPECIFICATIONS

The following specifications will apply to all sites:

DETAILS OF OFFER

1 SCOPE

Provision of a comprehensive cleaning service for various areas of Helderberg District Hospital including equipment and labour as indicated.

And

Provision of cleaning staff for Strand CDC, Macassar CDC Gustrouw CDC and Nomzamo CDC as indicated (labour only)

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

- 3.1 The contractor shall provide the services as detailed above in accordance with the standard set and the requirements of the client.
- 3.2 The contractor will supply cleaning equipment necessary for carrying out of the contract **as per indication by the facility..** (His own expenses unless otherwise stated in the specification.)
- 3.3 A representative of the contractor shall visit the hospital every 2 weeks to accompany a designated hospital staff member on inspections.
- 3.4 The appointed contractor shall have substantial experience in the cleaning of hospitals and should allow its staff to be accessible to in-service training from hospital personnel on relevant work-related issues.
- 3.5 Control measures to be utilised by the contractor to monitor the timekeeping of the workforce.
- 3.6 Identification/logos to be worn by contractors and employees at all times, in addition to the employees' uniforms.
- 3.7 A weekly/monthly control checklist to advise payment will be used by the hospital staff to monitor work effectiveness.
- 3.8 The contractor's staff shall be trained by the client to perform Special tasks, e.g. medical waste, handling emergency requests etc.
- 3.9 The contractor's staff will be required to respond to emergency cleaning needs even outside designated areas but within the hospital institute.
- 3.10 The contractor shall investigate any staff transgression as reported to them re: disappearing from point of duty, absenteeism, alcohol abuse, extended lunch or tea breaks and replace staff when necessary.
- 3.11 The contractor's cleaning staff must present an acceptable image/appearance which implies, inter alia, that they may not sit,



- lounge about, smoke or drink whilst engaged in their duties.
- 3.12 The contractor shall repair or pay any damages caused by staff employed.

4 **GENERAL REQUIREMENTS**

- 4.1 A Standard Level Agreement shall be entered into with the successful bidder.
- 4.2 On site meeting will be arranged.
- 4.3 Adequate stock levels must be maintained at all times.
- 4.4 The contractor shall supply an adequate labour force in order to render a service of a standard acceptable to the client.
- 4.5 Substitute staff must be provided for persons on leave, or sick. at no additional cost
- 4.6 A supervisor with the necessary skills must be available at all times to plan and monitor the work.
- 4.7 The supervisor will accompany an officer of the Support Service Department, Helderberg District Hospital, on monthly inspections of the area.

5. **CONTROL MEASURES**

- 5.1 Cleaning supervisors must have undergone and given appropriate training.
- 5.2 At all times Supervisors and 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.
- 5.3 Cleaners must have ID tag indicating company name, rank and name and have a clear photo and must be worn in a conspicuous manner.
- 5.4 Protection clothing to be changed into on site. Under no circumstances may agency staff leave the hospital premises or unit wearing protection clothing. Colour coding of clothes.
- 5.5 Cleaners reporting and leaving site must clock/sign attendance register at all times, **the register must be made available to a hospital representative within 30 minutes after the start of the shift to be signed off.** Cleaners must be in full uniform, 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. No supervisor may work longer than the stipulated shift. Cleaners may not work double shifts.
- 5.6 Continuous duty without the laid down off duties will not be allowed. Relievers for off duty and absenteeism must be provided.
- 5.7 Should a cleaner/supervisor 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 Helderberg District Hospital Support Services Management.

6. **OBLIGATIONS OF HELDERBERG DISTRICT HOSPITAL**

- 6.1 The Department shall provide free of charge all necessary light, water, power, change rooms and other facilities that may be required by the contractor to perform its services.
- 6.2 The Department shall provide a storage area for the contractor's equipment.
- 6.3 The Department shall provide a staff change room for the contractor's staff on site.

7. **EQUIPMENT AVAILABILITY**

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- 7.1 Minimum equipment allocation is addressed in the Specific Site Specifications.
- 7.2 Effective, proper equipment to perform the said schedule of activities/ to be sufficient for staff use and available at all times.

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6.1 CLEANING OF HELDERBERG DISTRICT 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 strictly complies with the specified requirement, the words “as specified” are to be inserted next to that paragraph. In cases where bidders do not strictly comply with specification requirements, the nature of the deviation is to be stipulated next to the applicable paragraph. Where the space is insufficient, the details of the deviation can be annexed however proper reference is to be made. This also applies when bidders are to submit requested documentation. If bidders omit to furnish details of offer it would be considered as not compiling to specification.

6.2 PRIMARY HOURS & MINIMUM STAFF COMPLIMENT**TOTAL STAFF COMPONENT AND HOURS TO BE WORKED****6.2.1 Strand CDC**

Cleaners – 07H00 – 16H00 x 2

- Daily from Monday to Friday excluding public holidays

6.2.2 Gustrouw CDC

Cleaners – 07H00 – 16H00 x 5

- Daily from Monday to Friday excluding public holidays

6.2.3 Nomzamo CDC

Cleaners – 07H00 – 16H00 x 6

- Daily from Monday to Friday excluding public holidays

6.2.4 Macassar CDC

Cleaners – 07H00 – 16H00 x 2

- Daily from Monday to Friday excluding public holidays

Cleaners – 19H00 – 07H00 x 2 (1 per shift on a rotational basis)

- Daily from Sunday to Saturday including public holidays

Total Staff for Macassar CDC: 4

6.2.5 Helderberg Hospital:

Supervisor – 07H00 – 16H00 x 1

Cleaners – 07H00 – 16H00 x 12

Cleaners – 07H00 – 19H00 x 24 (12 per shift on a rotational basis)

Team Leader – 19H00 – 07H00 x 2 (1 per shift on a rotational basis)

- Team leader to lead the night team and perform cleaning tasks.

Cleaners – 19H00 – 07H00 x 8 (4 per shift on a rotational basis)

Gardeners – 07H00 – 16H00 x 4

Total Staff for Helderberg: 51

Grand Total of Staff : 68

Bidders to note: Quantity of staff may be decreased should number required decrease.

6.2.6.1 CLINICAL AREAS

6.2.6.1.1 Daily from Sunday to Saturday (07H00-19H00) including, public holidays. X 2 teams consisting of 12 cleaners each working on a rotational basis. Shifts to be as per table below.

Week 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Team 1	Day Off	7:00-19:00	7:00-19:00	Day Off	Day Off	7:00-19:00	7:00-19:00
Team 2	7:00-19:00	Day Off	Day Off	7:00-19:00	7:00-19:00	Day Off	Day Off
Week 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Team 1	7:00-19:00	Day Off	Day Off	7:00-19:00	7:00-19:00	Day Off	Day Off
Team 2	Day Off	7:00-19:00	7:00-19:00	Day Off	Day Off	7:00-19:00	7:00-19:00

6.2.6.1.2 Daily from Monday to Friday (07H00 – 16H00) excluding public holiday. X 3 people

6.2.6.1.3 Daily from Sunday to Saturday (19H00-07H00) including public holidays. X 2 teams consisting of 4 cleaners and 1 team leader each working on a

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**DETAILS OF
OFFER**



rotational basis

DETAILS OF OFFER

6.2.6.2 NON-CLINICAL AREAS

- 6.2.6.2.1 Daily from Monday to Friday (07H00-16H00) excluding public holidays. people (incl. supervisor & gardeners)
- 6.2.6.2.2 Linen Bank (7h00 – 16H00) including public holidays & Weekends. (40 hours per week)

6.3 CLEANING SCHEDULES:

6.3.1 CLINICAL AREAS (07H00 to 19H00 and 19H00 to 07H00)

- All entrances
- All internal passages
- Foyers
- Patient waiting areas
- All Wards
- Casualty
- Operating Theatre
- All Toilets
- X-Ray department
- Macassar MOU (Night duty only)

6.3.2 CLINICAL AREAS (07H00 to 16H00)

- Offices
- Pharmacy
- Physiotherapy
- CSSD
- (OPD) Outpatient Department
- Sonar Room x2
- Strand CDC
- Gustrouw CDC
- Nomzamo CDC

6.3.3 NON CLINICAL AREAS (7 – 16)

- CEO's office
- Management Suite
- Doctors' offices
- Nursing Management offices X 3
- Tea Room
- Exchange
- Reception
- Boardroom
- Education
- Bookings
- Social Worker
- Human Resource
- Stores
- Workshop
- Computer Room
- Body Holding Room (mortuary)
- Medical Records
- Admin Kitchenettes
- Demonstration room
- Finance Department
- Supply Chain Management Department
- Outside buildings

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6.3.4 Gardening Services (7 – 16)

- All external Areas, including courtyards, boundary walls



6.4 DUTIES: FREQUENCY (BASED ON ACCESS TIMES AND SPECIFICATION REQUIREMENTS)

6.4.1 ALL WARDS AND CLINICAL AREAS INCLUDING MORTUARY

FREQUENCY

BIDDERS RESPONSE

1. Sweep floors with mop sweeper to prevent airborne dust	Daily and as necessary
2. Damp mop floors using disinfectant unit	Daily and as necessary
3. Burnish floors with high-speed machine. This is done with an Industrial polisher, which actually burnishes the floors on the floor surfaces giving high glossed non-slip floor	Weekly
4. Clean and disinfect permanent fittings and ledges	Daily
5. Damp wipe window ledges and skirting	Daily
6. Damp wipe doors and frames	Daily
7. High level dusting	Daily
8. Remove finger marks from wall switches and light switches	Daily
9. Clean accessible exterior windows	Weekly
10. Clean accessible interior windows	Weekly
11. Dust blinds	Daily
12. Dust ceilings and light fittings	Weekly
13. Spot cleaning of spillages	Immediately
14. Dust bed frames and wipe with anti-bacterial	Daily as necessary and when patient exchange takes place
15. Damp wipe bedside lockers and cardiac tables	Bi-Daily

6.4.2 CSSD, OPERATING THEATRE & PROCEDURE ROOMS

1. Sweep floors with mop sweeper to prevent airborne dust	Daily and after every theatre case
2. Damp mop floors using disinfectant unit	Daily and after every theatre case
3. Burnish floors with high-speed machine. This is done with an Industrial polisher, which actually burnishes the floors on the floor surfaces giving high glossed non-slip floor	Weekly
4. Clean and disinfect permanent fittings and ledges	Daily
5. Damp wipe window ledges and skirting	Daily
6. Damp wipe doors and frames	Daily
7. High level dusting	Daily
8. Remove finger marks from wall switches and light switches	Daily
9. Clean accessible exterior windows	Weekly



10. Clean accessible interior windows	Weekly
11. Dust Blinds	Daily
12. Dust Ceilings	Weekly
13. Dust light fittings	Daily
14. Spot Cleaning of spillages	Immediately as necessary
15. Dust bed frames and wipe anti-bacterial solution	Daily and after each theatre case
16. Damp wipe bedside lockers and cardiac tables	Bi-Daily

6.4.3 PHARMACY'S (Under close monitoring – Access Restricted, subject to search policy)

1. Wash Shelving	Weekly
2. Wash walls	Weekly
3. Clean windows	Weekly
4. Clean office furniture and all surfaces	Daily
5. Clean tearoom (kitchen)	Daily
6. Empty bins	Three times Daily
7. Clean equipment basin	Two times daily
8. Sweep floor	Daily
9. Mop floor	Daily
10. Special carpet wash	Weekly
11. Clean fridge – exterior surfaces only	Daily
12. Clean patient waiting area (walls and floors)	Three times per daily

6.4.4 OPD: ALL CLINICS (Old and new building, physiotherapy department, CDU, ambulance basis, laboratory) and Strand, Macassar, Gustrouw and Nomzamo CDC's

1. Sweep floors with mop sweeper to prevent airborne dust	Bi-Daily
2. Damp mop floors using disinfectant unit.	Bi-Daily
3. Burnish floors with high-speed machine. This is done with an industrial polisher, which actually burnishes the floors on the floor surfaces giving high glossed non-slip floor	Daily
4. Clean and disinfect permanent fittings and ledges	Daily
5. Damp wipe window ledges and skirting	Daily
6. Damp wipe doors and frames	Daily
7. High level dusting	Daily
8. Remove finger marks from wall switches and light switches	Daily



9. Clean accessible exterior windows	Weekly
10. Clean accessible interior windows	Weekly
11. Dust blinds	Daily
12. Dust ceilings and light fittings	Weekly
13. Spot cleaning of spillages	Immediately as necessary
14. Dust bed frames and wipe with anti-bacterial solution	Daily
15. Damp wipe bedside lockers and cardiac tables	Bi-Daily

6.4.5 ALL OFFICES IN HOSPITAL AS WELL AS ADMIN BUILDING, RECEPTION AREA, DOCTORS AND STUDENTS RESTROOMS, TEA ROOMS & MEDICAL RECORDS, WORKSHOP, STORE DEPARTMENT, XRAY'S DEPARTMENT AND OFFICES WITHIN Strand, Macassar, Gustrouw and Nomzamo CDC's

1. Sweep floors with mop sweeper to prevent airborne Dust	Daily
2. Damp mop floors using disinfectant unit	Daily
3. Burnish floors with high-speed machine. This is done with an Industrial polisher, which actually burnishes the floors on the floor surfaces giving high glossed non-slip floor	Weekly
4. Clean and disinfect permanent fittings and ledge	Daily
5. Damp wipe window ledges and skirting	Daily
6. Damp wipe doors and frames	Daily
7. High level dusting	Weekly
8. Remove finger marks from wall switches and light switches	Daily
9. Clean accessible exterior windows	Weekly
10. Clean accessible exterior windows	Weekly
11. Dust blinds	Daily
12. Dust ceilings and light fittings	Weekly
13. Spot cleaning of spillages	Immediately

6.4.6 TOILETS, BATHROOM, SHOWERS, SLUICE ROOMS AND KITCHENETTES

1. Sweep floors with mop sweeper to prevent airborne dust	Bi-Daily
2. Damp mop floors using disinfectant unit	Bi-Daily
3. Clean and disinfect toilets	Daily and as required
4. Clean and disinfect wall tiles	Daily
5. Clean mirrors and skirting	Daily
6. Clean and disinfect permanent fittings and pipes	Daily



7. Damp wipe window ledges	Daily
8. Damp wipe doors and frames	Daily
9. Clean accessible exterior windows	Weekly
10. Clean accessible interior windows	Weekly
11. Check frequently during the day and repeat cleaning as required	Immediately and as necessary
12. Empty, clean and replace bins in all above areas	Bi-Daily and as necessary
13. Dust ceilings and light fittings	Weekly
14. Clean sanitise all bowls, basins, urinals and showers	Daily and as necessary
15. Clean and polish all bright metal fittings	Weekly
16. Clean windowsills, ledges, pipes and fittings	Daily
17. Clean floors according to types; tiles, carpet, vinyl	Bi-Daily

6.4.7 FLOOR MAINTENANCE OF ALL AREAS RESILIENT FLOORS (VINYL, LINOLEUM AND TILES)

1. Sweep with chemical impregnated mop	Daily
2. Spray buff with industrial floor polisher using non-slip polish	Bi-Weekly or as required
3. Scrub with stripper and apply sealer (as necessary but at least once per quarter, some areas may require more regular strip and seal)	Quarterly and as necessary

6.4.8 CERAMIC TILES

1. Sweep with chemical impregnated mop	Daily
2. Damp mop using solution of disinfectant detergent and water, or cleaning water depending on floor surface	Daily

6.4.9 RUGS AND CARPETING

1. Thoroughly daily vacuum.	Daily and as necessary
2. Spot cleaning of marks	Daily and as necessary

6.4.10 DUSTING

1. Dust all accessible surfaces	Daily
2. Dust all accessible Equipment	Daily
3. Dust all vertical surfaces	Daily
4. Dust all telephones	Daily
5. Damp wipe window ledges	Daily
6. Polish desktops	Daily
7. Disinfect telephones	Daily
8. Clean all vinyl/cloth covered furniture	Daily



6.4.11 WALL AND PAINTWORK

- | | |
|--|-------|
| 1. Clean all finger marks from light switches, doors and walls | Daily |
|--|-------|

6.4.12 GLASS AND METALWORK

- | | |
|---------------------------------------|-------------------------|
| 1. Damp wipe all glass and metal work | Daily and as necessary |
| 2. Polish metal work | Weekly and as necessary |

6.4.13 MUNICIPAL WASTE DISPOSAL

- | | |
|--|----------|
| 1. Remove all municipal waste to central collection points | Bi-Daily |
|--|----------|

6.4.14 MAIN – PASSAGE (SLANGGANG)

- | | |
|---|-------------------------|
| 1. Sweep floors with mop sweeper to prevent airborne dust | Bi-Daily |
| 2. Damp mop floors using disinfectant unit | Bi-Daily |
| 3. Clean skirtings | Daily and as required |
| 4. Clean and disinfect permanent fittings & pipes | Daily |
| 5. Damp wipe window ledges | Daily |
| 6. Damp wipe doors and frames | Daily |
| 7. Clean accessible exterior windows | Weekly |
| 8. Clean accessible interior windows | Weekly |
| 9. Check frequently during the day and repeat cleaning | As necessary |
| 10. Empty and clean all waste receptacles | Bi-Daily |
| 11. Dust ceilings and light fittings | Weekly |
| 12. Clean and polish all bright metal fittings | Weekly |
| 13. Clean windowsills, ledges, pipes and fittings | Daily |
| 14. Clean floors according to types: tiles, carpet, vinyl | Weekly and as necessary |

6.4.15 WINDOWS AND PARTITION GLASS

- | | |
|---|-------------------------|
| 1. Clean accessible exterior faces of all windows | Weekly |
| 2. Clean accessible interior faces of all windows | Weekly |
| 3. Clean both faces of partition glass | Daily |
| 4. Clean sliding door | Weekly and as necessary |

6.4.14 BOARDROOM & EDUCATION DEPARTMENT

- | | |
|--|------------------------------|
| 1. Clean room thoroughly in the morning @ 07.00am | Daily |
| 2. After meeting, seminars and workshops, to be cleaned neatly | Immediately and as necessary |



3. Floors to be sealed/vacuum carpets	Daily
4. Dusting	Daily
5. Empty bins	Bi-Daily
6.4.17 LINEN BANK	
1. Sweep floors with mop sweeper to prevent airborne dust	Bi-Daily
2. Damp mop floors using disinfectant unit	Bi-Daily
3. Clean skirtings	Daily
4. Clean and disinfect permanent fittings pipes	Daily
5. Damp wipe window ledges	Daily
6. Damp wipe doors and frames	Daily
7. Clean accessible exterior windows	Weekly
8. Clean accessible interior windows	Weekly
9. Check frequently during the day and repeat cleaning	Daily and as necessary
10. Empty, clean all waste receptacles	Bi-Daily
11. Dust ceilings and light fittings	Weekly
12. Clean and polish all bright metal fittings	Weekly
13. Clean windowsills, ledges, pipes and fittings	Daily and as necessary
14. Clean floors according to types: tiles, carpet, vinyl	Weekly and as necessary
6.4.18 ALL AREAS, CLINICAL & NON-CLINICAL	
1. Cleaning, disinfecting of blood and other body fluids	Immediately when and as necessary
6.4.19 MAIN KITCHEN	
1. Cleaning of office (Dusting, sweeping washing of floor)	Every second day
2. Washing of walls with main Kitchen	Monthly
3. Scrubbing of floors	Weekly
4. Washing of windows	Monthly
5. Washing of canopies	Twice monthly
6.4.20 GARDENING SERVICES (HELDERBERG HOSPITAL ONLY)	
1. Watering Summer Months - only during 07H00 and 11H00	Adequately and as needed
2. Watering Winter Months	As needed
3. Mowing of Lawns – All grass to be maintained at a length of approximately 25mm above ground level. - All lawn edges to be kept neat.	As needed

BIDDERS RESPONSE

BIDDERS RESPONSE



- All grass clippings to be collected and removed from the mowed areas and the premises on the same day of mowing
- 4. Pruning of Trees – All trees and shrubs are to be pruned regularly. As needed
 - All pruned material to be removed from the hospital premises on the same day of pruning
- 5. Weeds and litter – Weeds must be removed from all flowerbeds. As needed
 - All roadways, curbing, channels, paved areas, lamp posts, drain and sprinkler valve corners are to be kept free of weeds.
 - Weeds in gulleys and storm water channeling to be sprayed and cut with edge cutters and in the gullies and storm water channeling must be cleaned thoroughly.
- 6. Fertilization As needed
 - Fertilizer will be supplied the hospital as per the service provider's request
- 7. Planting of seeds and plants As needed
 - All plants / seedlings to be planted as instructed by the representative of the hospital.
- 8. Cleaning and maintenance of the walkways and glass panels in the walkways. Monthly
- 9. General waste (GW) Storage area to be cleaned and maintained. Daily
- 10. GW Bins to be made available for removal by Municipality as per arrangement. Three times a week
- 11. Mortuary Holding area to be cleaned and maintained. Daily and as needed.

6.4.21 Pest Reporting

- 1. Service provider shall report and evidence that indicate the presence of vermin and pest, identified while cleaning and gardening service is being provided, to the Hospital Representative. For the avoidance of doubt, the Cleaning and Gardening service shall not be deemed to include any measures or procedures to manage any occurrence of pests in the facilities, as this will be provided through the pest control service. As needed
- 2. After the pest control service has been rendered, the cleaning and gardening services provider shall be responsible for clearing and cleaning up areas contaminated by pest including their excreta or deceased bodies. As needed

BIDDERS RESPONSE



6.5 Equipment and Consumables required

The Service Provider to ensure the following equipment for cleaning and gardening is provided:

6.5.1 Housekeeping Equipment

- (i) Janitor Trolleys x10
- (ii) Scrubbing /buff machine (small industrial) x 2
- (iii) Wet signs x 40
- (iv) Sweeper x 10
- (v) Vacuum cleaner x 2
- (vi) 3 Step ladder x 3
- (vii) Window squeeze x 10
- (viii) Colour coded mops (Blue x10 and Red x 10) 20
- (ix) Spill kit x 10 (One (1) per trolley)
- (x) House hold Gloves (Yellow or Blue x 1 pair and Red x 1 pair per cleaner)

6.5.2 Gardening Equipment

- (i) Lawnmower x1
- (ii) Weed-eater x1
- (iii) Leave blower x1
- (iv) 4meter Ladder x1
- (v) Petrol as needed

6.5.3 Gardening Equipment per gardener

- (i) Wheelbarrow
- (ii) Rake
- (iii) Spade
- (iv) Garden fork
- (v) Garden broom
- (vi) Hose pipe (long enough to reach all necessary areas
- (vii) Pruning tool small
- (viii) Pruning tool long nose
- (ix) Safety gear:
 - goggles
 - Face shield
 - heavy duty garden gloves

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PROVINCIAL GOVERNMENT WESTERN CAPE

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

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

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

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



“business interest” means -

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

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

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

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

Any person who directly or indirectly -

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

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“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:

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

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority

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(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

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of 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)

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

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

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

C2. TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO YES
(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.)					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

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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 place thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:
.....

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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

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

2. GENERAL CONDITIONS

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

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



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

3. ADJUDICATION USING A POINT SYSTEM

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{cc}
 \textbf{80/20} & \textbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid



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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

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

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

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

7. BID DECLARATION

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

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

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

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor?

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

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 Type of company/firm (Select applicable option)

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

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

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:



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

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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TABLE OF CLAUSES

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

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General Conditions of Contract

1. Definitions

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

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

2. Application

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

3. General

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

- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

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13. Incidental

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

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

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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, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the

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goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen

(14) days to provide reasons why the envisaged restriction should not be imposed.

Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

These details will be loaded in the National Treasury's central database of suppliers

or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

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25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or

difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation(NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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34 Prohibition of Restrictive practices

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

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