



# Provincial Supply Chain Management

**Request for Proposal**

**Page 1 of 3**

<b>RFP NUMBER</b>												
<b>RFP DESCRIPTION</b>												
<b>CUSTOMER DEPARTMENT</b>												
<b>CUSTOMER INSTITUTION</b>												
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>SESSION COMPULSORY</b>				<b>Y</b>		<b>N</b>	
					<b>SESSION HIGHLY RECOMMENDED</b>				<b>Y</b>		<b>N</b>	
<b>BRIEFING VENUE</b>					<b>DATE</b>					<b>TIME</b>		
<b>COMPULSORY SITE INSPECTION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>					<b>TIME</b>		
<b>INSPECTION ADDRESS</b>												
<b>TERM AGREEMENT CALLED FOR?</b>	<b>Y</b>		<b>N</b>		<b>TERM DURATION</b>							
<b>CLOSING DATE</b>					<b>CLOSING TIME</b>							
<b>TENDER BOX LOCATION</b>												
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.												

### Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:  
**Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg**
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

### The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

### Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



# Provincial Supply Chain Management

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SUPPLIER INFORMATION					
COMPANY NAME					
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:		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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 IN RFP 09	

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			

**This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.**



# Provincial Supply Chain Management

**Request for Proposal**

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**Tender documents can be obtained from <http://www.treasury.gpg.gov.za>**

**ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:**

<b>DEPARTMENT</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILE</b>	
<b>E-MAIL ADDRESS</b>	

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

<b>DEPARTMENT</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILIE</b>	
<b>E-MAIL ADDRESS</b>	

**TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)**

<b>SERVICE BASED</b>	<b>Y</b>	<b>N</b>		<b>TERM BASED TYPE</b>	<b>Y</b>	<b>N</b>		<b>VALUE BASED TYPE</b>	<b>Y</b>	<b>N</b>	
<b>VALUE BASED</b>	<b>Y</b>	<b>N</b>									
<b>QUANTITY BASED</b>	<b>Y</b>	<b>N</b>									
<b>TERM BASED</b>	<b>Y</b>	<b>N</b>									



# Provincial Supply Chain Management

RFP Point System

Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

\*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

**The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.**

**This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).**

## Point System

Points SHALL be allocated as follows:

Points for

Points for

**\* It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



# Provincial Supply Chain Management

**Instructions to Bidders**

**Page 1 of 2**

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
  - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
  - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



# Provincial Supply Chain Management

Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
  - NAME AND ADDRESS OF THE BIDDER;
  - THE BID (RFP) NUMBER; AND
  - THE CLOSING DATE.

The bid must be deposited or posted;

  - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
  - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Bidder's Disclosure</b>	<b>Page 1 of 3</b>

## 1. PURPOSE OF THE FORM

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.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

## 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

<b>YES</b>		<b>NO</b>	
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- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup> 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.



 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Bidder's Disclosure</b>	<b>Page 3 of 3</b>

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder 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 the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of Bidder</b>	

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Compulsory Site Inspection</h2>	<p style="font-size: 1.2em;">Page 1 of 1</p>

**COMPULSORY SITE INSPECTION - DECLARATION OF ATTENDANCE**

<b>RFP NUMBER</b>			
<b>RFP DESCRIPTION</b>			
<b>RFP CLOSING DATE</b>		<b>CLOSING TIME</b>	

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<b>CUSTOMER DEPARTMENT</b>								
<b>CUSTOMER INSTITUTION</b>								
<b>INSPECTION ADDRESS</b>								
<b>SITE INSPECTION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>		<b>TIME</b>	

I/We hereby declare that I/we attended the compulsory site visit to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED AT THE SITE INSPECTION WAS UNDERSTOOD.

<b>BIDDER OR ASSIGNEE(S) NAME</b>		<b>POSITION</b>		<b>SIGN</b>		<b>DATE</b>	
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<b>FULL COMPANY NAME</b>							
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<b>GPG OFFICIAL NAME</b>		<b>POSITION</b>		<b>SIGN</b>		<b>DATE</b>	
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END USER STAMP



# Provincial Supply Chain Management

Briefing Session

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## BRIEFING SESSION - DECLARATION OF ATTENDANCE

<b>RFP NUMBER</b>			
<b>RFP DESCRIPTION</b>			
<b>RFP CLOSING DATE</b>		<b>CLOSING TIME</b>	

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<b>CUSTOMER DEPARTMENT</b>								
<b>CUSTOMER INSTITUTION</b>								
<b>DELIVERY ADDRESS</b>								
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>		<b>TIME</b>	
<b>VENUE</b>								

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

<b>BIDDER OR ASSIGNEE(S) NAME</b>		<b>POSITION</b>		<b>SIGN</b>		<b>DATE</b>	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

<b>FULL COMPANY NAME</b>							
--------------------------	--	--	--	--	--	--	--

<b>GPG OFFICIAL NAME</b>		<b>POSITION</b>		<b>SIGN</b>		<b>DATE</b>	
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GPT STAMP

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<p><b>Special Conditions</b></p>	<p>Page 1 of 3</p>

<b>RFP NUMBER</b>	
<b>RFP DESCRIPTION</b>	
<b>CUSTOMER DEPARTMENT</b>	
<b>CUSTOMER INSTITUTION</b>	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

<b>Samples</b>		<p><b>SABS /Equivalent Certificate</b> May not be older than one (1) year, the cost of which will be for the account of the bidder.</p>		<p><b>Bidders Briefing Session</b></p>	
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 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Special Conditions</b>	Page 2 of 3

### EVALUATION METHODOLOGY

Bidders must complete all compulsory documents as required and attach them to their tender document, failing which the bid shall not be considered for further evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

#### Stage 1

Criteria for Functionality	Points
<b>TOTAL</b>	

**NOTE:** Bidders who fail to meet the above minimum requirements (Stage 1) shall be eliminated from further evaluation

#### Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80
Preference Points	20
<b>TOTAL</b>	<b>100</b>

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1), Pricing and B-BBEE (Stage 2) be placed in two separate sealed envelopes marked:

- Stage One-

- Stage Two-

 <p style="margin-top: 10px;"><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
	<p style="font-size: 1.2em; margin: 0;"><b>Special Conditions</b></p>
<p style="font-size: 1.2em; margin: 0;">Page 3 of 3</p>	

**SUPPLIER JOB CREATION ANALYSIS**

Company Name		Date Est.	
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	Permanent	Temp	SA Citizens	Other	Comments
<b>Staff compliment at Establishment of Enterprise</b>					
<b>Current staff compliment</b>					
<b>Number of jobs to be created if Bid is successful</b>					

- The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

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<b>THIS SECTION IS FOR OFFICE USE ONLY!</b>						
Observations	Initial Job Count	Job Creation Potential	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS

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### ABBREVIATIONS

B-BBEE:	Broad Based Black Economic Empowerment
B-BBEE Controlled:	A juristic person, having shareholding or similar members interest, in which black Company participants, enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow-Through Principle.
B-BBEE Owned:	A juristic person having shareholding or similar members interest, that is BEE Company controlled, in which black participants enjoy a right to Economic interest that is at least 51% of the total such rights measured using the Flow-Through Principle.
BEC:	Bid Evaluation Committee
BSC:	Bid Specification Committee
EME:	Exempted Micro Enterprise
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
GPT:	Gauteng Provincial Treasury
SDS:	Safety Data Sheet
NRCS:	National Regulator for Compulsory Specifications
POPI:	Protection of Personal Information Act
PPPFA:	Preferential Procurement Policy Framework Act
QC:	Quality Control
QSE:	A qualifying small business enterprise in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
RFP:	Request for Proposal
SABS:	South African Bureau of Standards
SANAS:	South African National Accreditation System
SANS:	South African National Standard
SAHPRA:	South African Health Product Regulatory Authority
SCC:	Special Conditions of Contract
VAT:	Value- Added Tax
NRCS	National Regulator for Compulsory Specifications



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS

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### 1. PURPOSE

The purpose of this tender is to appoint service providers to provide Cleaning Services at 11 Forensic Pathology Service facilities for a period of 3 years.

### 2. BACKGROUND

The primary objective of the Forensic Pathology Service is to conduct a medico - legal investigation into unnatural deaths. In compliance with the provisions of the National Health Act (Act 61 of 2003), the Gauteng Department of health took responsibility for the provision of the Forensic Pathology Service (FPS) with effect from 1 April 2006. Forensic Pathology Service (FPS) comprises of eleven laboratories, central store and a Head office.

Post- mortems are carried out regularly in eleven laboratories and cleaning plays a vital role in the process to ensure that cross contamination is prevented and evidence is preserved. After the autopsies are carried out, the forensic officers clean the area by means of a hose. Thereafter the cleaners of the appointed service provider will then perform a thorough daily deep cleaning of the theatres. Once again, when forensic officers offload bodies they will have to rinse the loading bin with a hose pipe, after which the cleaners of the appointed service provider will have to do a deep cleaning of the loading bin. In addition, FPS laboratories also have administrative offices, outbuildings and central stores as a stand-alone facility requiring everyday cleaning services in order to ensure compliance with Occupational Health and Safety Act, No.85 OF 1993, as amended by the OHS Amendment Act, No.181 OF 1993.

### 3. LEGISLATIVE AND REGULATORY FRAMEWORK

The General Conditions of Contract (GCC):

3.1 This bid and all contracts emanating from this tender will be subject to the General Conditions of Contract (GCC), as issued by National Treasury in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The general conditions are available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za)).

3.2 The Special Conditions of Contract (SCC):

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS**

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3.3 Other legal prescripts:

- a. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- b. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- c. Preferential Procurement Policy Framework Act no. 5 OF 2000
- d. Preferential Procurement Regulations, 2017
- e. Open Tender Framework
- f. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- g. Constitution of the Republic of South Africa, 1996 (Act 106 of 1996)
- h. Protection of Information Act, 1982 (Act no 84 of 1982)
- i. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- j. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- k. Constitution of the Republic of South Africa, Act no 108 of 1996, section 24
- l. Code of Guidelines Forensic Pathology Practice in South Africa

**4. THE FORMAT OF THE BID DOCUMENT**

The bidders must submit the bid in a lever arch file in the format, as per Table 1 below.

Table 1: The Bid Format

Part of Bid Submission	Required documents
Part 1	<p><b>Section 1:</b> Technical Proposal of the tender</p> <p>All the documents included in Section 1 of the Tender document must be read, completed, signed where applicable and submitted. Product information documents (e.g. catalogues, operating manuals, instruction leaflets, etc.), in at least the English language.</p> <ol style="list-style-type: none"> <li>1. SBD 01: Invitation to Bid</li> <li>2. SBD 4: Bidder's Disclosure</li> <li>3. Quality Standards Certifications: The bidders must submit a signed Certificate of Compliance per product used for the cleaning services together with the bid documents at the closing date and time of the bid. This is required to certify that the material / product offered complies with any of the following specifications: SABS, SANS, ISO 9001 or equivalent.</li> <li>4. A valid certified copy of a letter of good standing from the Department of Labour in respect of Compensation of Injury Diseases Act (COIDA).</li> <li>5. A valid certified copy of Unemployment Insurance Fund (UIF).</li> </ol>



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	<p>6. In case of a trust, consortium or joint venture, an Agreement signed by all party representatives must be submitted together with a consolidated B-BBEE Certificate from a SANAS accredited B-BBEE Verification Agency.</p> <p>7. Tax Compliance Requirements: A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents on the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate Tax Compliance Status PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing.</p> <p>8. Copy of Central Supplier Database (CSD) Registration Summary Report. Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number).</p>
Part 2	<p>The supporting documents of proof required for the Functionality Evaluation (see Evaluation Methodology) should be submitted</p> <ol style="list-style-type: none"> <li>a. Organizational structure of the company.</li> <li>b. Company profile.</li> </ol>
Part 3	<p><b>Section 2:</b> Financial Proposal of the tender. Completed Price Schedule document of the tender pack as well as an electronic copy in Excel format (not PDF), captured and saved on a CD or memory stick.</p> <ol style="list-style-type: none"> <li>1. SBD 01</li> <li>2. SBD 3.2: Price Schedule – Goods Non-Firm Prices</li> <li>3. Price Schedule</li> <li>4. SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations of 2017</li> </ol>



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**5. SCOPE OF WORK**

**5.1 BUILDING SIZE IN SQUARE METERS PER FACILITY**

**Table 2: Total square meters per institution**

NO	FORENSIC PATHOLOGY SERVICE FACILITIES	TOTAL SQUARE METERS (m <sup>2</sup> )	No. of cleaners including supervisors per facility
1	Germiston FPS	2500	3
2	Johannesburg FPS	2500	5
3	Springs FPS	1500	3
4	Heidelberg FPS	250	2
5	Sebokeng FPS	1500	4
6	Diepkloof FPS and Central Stores	4100	6
7	Roodepoort FPS	2500	3
8	Pretoria FPS	5000	4
9	Ga-Rankuwa FPS	2500	4
10	Bronkhorstspuit FPS	250	1
11	Carletonville FPS	1000	2

**NB1:** Site inspections are compulsory and bidders are expected to measure the area/perimeter for all the facilities intended to be cleaned on this contract.

**NB2:** Bidders to note that a new building for Johannesburg FPS is under construction. The cleaners employed at the current Johannesburg FPS will be relocated to the new facility. An additional staff compliment together with additional equipment at the agreed rates will be added to the contract once the building is occupied.

Bidders must bid per cluster as per the below table and can bid for one or more clusters. For the purpose of this tender the Department of Health has been divided into three (3) clusters where the service is required, entities are grouped according to clusters. The respective institutions which fall into those regions are indicated as follows:

**Bidders must indicate (X) which cluster are they bidding for. Bidders can bid for more than one cluster:**

CLUSTER A: Pretoria Cluster

CLUSTER B: Johannesburg Cluster

CLUSTER C: Germiston Cluster



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**Table 3: Forensic Pathology Service clusters**

Pretoria Cluster	Johannesburg Cluster	Germiston Cluster
1. Pretoria	1. Johannesburg	1. Germiston
2. Ga-Rankuwa	2. Diepkloof and Central Stores	2. Springs
3. Bronkhorstspuit	3. Roodepoort	3. Sebokeng
	4. Carletonville	4. Heidelberg

**5.2 WORKING HOURS AT VARIOUS HEALTH INSTITUTIONS**

**5.2.1 Working hours at Forensic Pathology Service**

- 07H00-16H00 (Monday – Friday)
- When required, after hours, e.g. Emergencies/ Disasters

**5.3 STAFF REQUIREMENTS**

5.3.1 A service provider must appoint a supervisor for every facility.

5.3.2 Cleaning staff appointed will be subjected to signing a declaration of confidentiality.

5.3.3 Cleaners staff are not allowed to take photographs in operational areas and operational activities or divulge information.

5.3.4 Cleaning staff will be subjected to random security checks by security personnel or management.

5.3.5 The appointed service provider (s) will have to do a pre-employment and periodic Medical surveillance on all cleaners that will be working in FPS Facilities and the above will have to be scheduled according to HIRA at the supplier's cost:

- TB screening- Gen-Xpert Test
- Physical assessment
- Psycho-Social assessment (Mental Status assessment)
- Ergonomics assessment (Muscular skeletal assessment)
- Biological assessment (HIV,HBVAb, Covid 19 etc)

**Please note:** in reference to 5.3.5, appointed service provider(s) will be expected to produce a certificate on medical surveillance for each employee a week before they commence with the contract, and for follow-ups as recommended by the Forensic Pathology Service Occupational health practitioner.



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All cleaning staff of the service provider must be vaccinated according to the table below and in line with the vaccination protocol:

**Table 4: Schedule of Vaccinations**

SCHEDULE OF VACCINATIONS	
Before commencement of the contract	<ul style="list-style-type: none"> <li>• Hepatitis A</li> <li>• Hepatitis B</li> <li>• Tetanus</li> </ul>

5.3.6 SABS approved Personal Protective Equipment for cleaning staff should be provided by Service Provider as follows:

- Nylon freezer suits
- Surgical face masks
- Chemical Face Mask
- Long hard (re- useable) gloves and short gloves
- Nitrile gloves
- Rubber boots and safety shoes
- Goggles
- Disposable head caps and plastic shoe covers
- Aprons and gowns
- Uniform clearly identifying the name of the service provider with company logo
- Personal identification card for the cleaners and worn always

5.3.7 Cleaning staff should ensure that protective clothing worn in any workplace in designated facility and/ or body preparation/ autopsy room should be treated as infected linen and must be disposed of upon leaving the area.

5.3.8 Cleaning staff must ensure that protective equipment such as rubber boots, reusable gloves, goggles and aprons are cleaned with disinfectant and detergent before being presented for reuse.

5.3.9 Cleaning staff must know that the use of boot troughs (basin with disinfectant) is essential.

5.3.10 Cleaning staff must ensure that disposable equipment such as gloves; gowns or aprons are disposed of in line with the waste management procedures in the facilities.



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### 5.4 THE SYSTEMS OF CLEANING

#### 5.4.1 Low risk

- a. These are areas wherein the predisposing factors to infection are low.
- b. These may include offices, duty rooms and main kitchens in all Forensic Pathology Service facilities.

#### 5.4.2 Medium risk

- a. These are areas wherein the predisposing factors to infection are minimal.
- b. They include deep cleaning services areas.

#### 5.4.3 High risk

- a. These are areas that have a high probability of transmission of infections.
- b. These include Theatres, Body storage area, laundry and toilets in every unit, facility vehicle, histology lab, Medical waste area, identification area.

### 5.5 THE DOUBLE BUCKET SYSTEM

5.5.1 It is a very old system wherein two buckets with two colored trollies are used (blue and red).

5.5.2 It is convenient for storage in a small Forensic Pathology Service facility.

5.5.3 The red bucket is to be used for water and detergent in preparation for cleaning

5.5.4 The blue bucket is to be used as an empty unit for disposing water as the cleaning process begins.

### 5.6 JANITOR TROLLEY

It is the recommended, modernized and most efficient method of cleaning in the Forensic Pathology Service facilities. The system comprises of equipment and material for above the floor and floor surface cleaning. It also comprises of liners to dispose waste. It requires a bigger storage area.

### 5.7 TOP-DOWN SYSTEM

This is the most recommended system of cleaning in Forensic Pathology Service facilities. It is a waterless system which reduces the risk of multiplication of bacteria as no moisture is produced. It is a safe and user-friendly system.



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### 5.8 COLOUR CODING SYSTEM

The mops, buckets and dusting cloths must be colour coded to differentiate the area to be cleaned:

Table 5: Colour coded areas

COLOUR	SPECIFIC AREA
RED	Theatre bathrooms and theatre, body storage, histology lab, medical waste storage, identification area, facility vehicle
YELLOW	Office bathrooms
GREEN	Kitchen, duty rooms and offices Waiting area/ cubicle equipment, store and cleaners' room and corridors

- 5.8.1 All the cleaning equipment to be kept clean always and never be stored in moist, dark places as this enhances replication of bacteria.
- 5.8.2 There should be an ordering system that accommodates emergency ordering in cases of shortages due to outbreaks.
- 5.8.3 The mops used in Forensic Pathology Service facilities must have a steel handle and not wood.
- 5.8.4 Mops must be provided with hanging clips to ensure that they are stored upright to allow quick drying. Hanging equipment should be installed at all cleaning storage areas.
- 5.8.5 The mop heads should be detachable to allow easy washing after cleaning and disinfection.
- 5.8.6 Neither brooms nor feather dusters are allowed in the red areas (dissection area) of Forensic Pathology Service facilities.
- 5.8.7 'Slippery floors' signage to be part of the cleaning equipment. The signage to be used whenever the cleaning procedure is in process.

### 5.9 STANDARD PRECAUTIONS

The following precautions are to be applied to all health care users in health care facilities regardless of the diagnosis or presumed infection status.

The standard precautions are intended to prevent transmission of blood borne pathogens. They should be applied whenever contact is anticipated with all body fluids, secretions and excretions. These encompass the Personnel Protective Equipment (PPE) that the contracted staff has to wear when in contact with human fluids.



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### 5.9.1 HAND HYGIENE

- i. Hands must be washed after touching blood, body fluids, secretions, excretions and contaminated items, whether or not the gloves are worn
- ii. The non-antimicrobial soap to be used for routine hand washing
- iii. The antimicrobial soap to be used at patient care area and during outbreaks
- iv. Antimicrobial hand rub may replace ordinary hand washing where indicated, if hands are not visibly soiled
- v. The alcohol hand rub must be applied in the same procedure as hand washing is conducted.
- vi. Hand hygiene equipment and consumables should always be available at hand hygiene points. This includes soap, hand paper towel, hand sanitizers dispensers and the contents

### 5.9.2 GLOVES

- i. The gloves used during the cleaning procedure must be appropriate for the task that an employee is performing
- ii. Non-sterile gloves should be worn when in contact with body fluids
- iii. Household gloves need to be worn for cleaning in health care facilities
- iv. The use of surgical gloves is discouraged for cleaning purposes unless directed by the infection prevention and control practitioner.

### 5.9.3 MASK, EYE PROTECTION, FACE SHIELD

The above protective clothing should be worn to protect the mucous membrane of the eyes, nose and mouth.

### 5.9.4 PROTECTIVE WEAR/ GOWNS

Plastic aprons need to be worn on top of the uniform because of their water repellent status.

## 5.10 RESPONSIBILITIES OF THE SERVICE PROVIDER

- 5.10.1 Service Provider must provide copies of invoices and a job card for finance claims, monthly.
- 5.10.2 Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.



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- 5.10.3 Service Provider shall expose their cleaning staff to professional debriefing sessions to address undue exposure. At least once a year.
- 5.10.4 Service Provider should provide SAPS security clearance for all staff before the commencement of the contract.
- 5.10.5 Service Provider will be responsible for the safety and protection of their staff and equipment during the contract in compliance with Occupational Health and Safety Act, 85 of 1993 and the Compensation of Occupational Injuries and Diseases Act.
- 5.10.6 Service Provider shall submit a cleaning plan and an alternative cleaning plan in event of an un-foreseen circumstances taking place on the Service Provider's side.
- 5.10.7 Service Provider shall ensure that employees working in hygiene areas shall be educated and trained regarding the following: General principles of health and communicable diseases, general principles of personal hygiene.
- 5.10.8 Service Provider shall ensure that the cleaning process shall have a bactericidal and cleaning efficacy.
- 5.10.9 Work surfaces, walls and floor surfaces must be cleaned, disinfected and dried.
- 5.10.10 All cleaning equipment shall be appropriately colour coded in terms of their dedicated cleaning areas i.e. High-risk utility area, Moderate risk utility area and Low risk utility area.
- 5.10.11 Service Provider shall supply a sufficient monthly supply of disposable seat wipes, hand paper towels and toilet paper, single ply as per SABS Standard.
- 5.10.12 Service Provider should provide a fully equipped First Aid kit for its employees per facility.
- 5.10.13 The cleaning materials that are supplied by the Service Provider must not cause any health hazards in terms Of the Occupational Health and Safety Act.

### 5.11 EQUIPMENT

- 5.11.1 All cleaning equipment must be SABS or SANAS certified/approved.
- 5.11.2 Space for the successful bidder, for storage of cleaning chemicals and equipment will be provided by the Forensic Pathology Service Facility.



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- 5.11.3 Service Provider should provide and utilize appropriate cleaning equipment to fulfill his/her cleaning obligations; these should include but not be limited to the following:

**Table 6: List of equipment required**

1. Squeegees
2. Mops (color coded)
3. Micro-fiber cloth
4. Master Sweeper
5. Toilet Brushes
6. Colour coded trolley buckets
7. Hosepipes with connectors and Nozzles
8. Color coded cloths
9. Nonskid Step ladders (small & high)
10. Telescopic window squeegees/scrappers
11. Caution safety board
12. Vacuum cleaner – wet
13. Vacuum cleaner - dry
14. Polisher/ Buffer
15. Scrubbing / Stripper machines
16. Steam extraction machine
17. Dry floor machine
18. Shampoo machine
19. High pressure cleaner
20. Carpet cleaner

**5.12 GENERAL CLEANING MATERIALS**

**Table 7: List of Cleaning Materials**

1. Dishwashing liquid
2. All-purpose cleaner containing ammonia
3. Furniture polish
4. Car wash soap
5. Car polish
6. Floor polish (liquid/wax)



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7.	Scouring powder
8.	Floor stripper
9.	Microwave oven cleaner
10.	Air freshner
11.	Toilet/urinal cleaner

### 5.13 CLEANING CHEMICALS

- 5.13.1 The cleaning materials that are supplied by the Service Provider must not cause any health hazards in terms Of the Occupational Health and Safety Act.
- 5.13.2 All chemicals must have a Safety Data Sheet (SDS).
- 5.13.3 Cleaning chemicals must be provided by the supplier and the total price of the cleaning service must include the cost for the cleaning service personnel, the cleaning chemicals/materials.
- 5.13.4 All chemicals must be supplied in 20-liter sealed containers and must be properly labeled, in accordance with Hazardous Chemical Substance Regulation. Chemicals must not be diluted before delivery.
- 5.13.5 Cleaning chemicals must be SANAS or SABS certified/approved.
- 5.13.6 The labelling must be clear with the components of the chemical.
- 5.13.7 The raw material and strength of chemicals used in developing the final product must be listed.
- 5.13.8 The containers used must be easy to carry and be user friendly
- 5.13.9 The containers should not allow the decanting process
- 5.13.10 A system to prevent cross contamination in Terms of the Infection Prevention and Control Guidelines must be used by the service provider e.g. Colour coding of equipment used.
- 5.13.11 The direction on how to use the chemicals must be part of the label. This should include the dilution procedure.
- 5.13.12 Auditing progress must be conducted on a quarterly basis (every three months).
- 5.13.13 The contingency plan must be in place on ordering in case of shortages of chemicals must be part of the contract.
- 5.13.14 All cleaning chemicals must be bio-degradable.
- 5.13.15 The manufacturer and the expiry date should be included.
- 5.13.16 The cleaning chemicals shall be non-corrosive and shall not form any chemical reaction with animate surfaces and body fluids.



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**5.14 CHEMICALS REQUIRED**

5.14.1. Quaternary ammonium- based detergent and deodorizer- Cleaning of instruments and floors.

5.14.2. 6% sodium hypochlorite chemical compounds- Disinfection of mortuary floor

5.14.3. Glutaraldehyde 2% chemical compounds -Disinfection of Instruments and equipment

NB: For more information on the above refer to page 38 of Code of Guidelines Forensic Pathology Practice in South Africa. (11.10 GENERAL BIOSAFETY CLEANING STANDARDS)

The tender will be awarded to the successful bidder, whom will be contracted for a period of three years. The approved contractor will be required to supply the cleaning chemicals during the contract period of three years. During this period, the Department will, as and when required and at its own cost, test the supplied chemicals for compliance. If the tested cleaning chemicals do not meet the minimum requirements, as stipulated in the advertised tender, the approved contractor will be required to replace the cleaning chemicals at their own cost.

**5.15 AREAS TO BE SERVICED**

All the areas, as indicated by Table 8 below, must be cleaned in accordance with the required cleaning method and frequency.

**Table 8: Cleaning service description**

AREAS TO BE CLEANED	CLEANING METHOD	FREQUENCY
<b>1. Outside Area</b>		
Paved areas	Sweep	1 X weekly
Collect all refuse, papers etc.	Spot clean	Daily and when necessary
Guard house	Clean	Daily
Lapas	Clean	2 X weekly
Walls	Wipe	1 X monthly or as per requirement
Ceilings	Spot clean with feather dust	When required
Floor areas	Sweep and mop Polish	1 X daily 1 X weekly
Furniture	Dust Damp cloth	1 X daily 1 X weekly
Doors	Wipe clean	Daily
Door frames	Clean	1 X weekly



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<b>2. Offices</b>		
Bins	Empty	2 X daily
Furniture / Desks and computers	Dust Damp cloth and polish	1 X daily 1 X weekly
Cupboards	Wipe	1 X weekly
Doors and frames	Wipe	1 X weekly
Carpets	Vacuum Steam cleaning	1 X weekly 1 X monthly
Hard floors	Sweep, mop Polish Stripping and sealing	1 X daily 1 X weekly 1 X quarterly
Soiled marks	Spot clean	When required
Other areas e.g. Phones, office walls, finger marks	Spot clean/ wash/dust	1 X weekly or as when required
Tiled floors	Machine scrub/buff	1 X monthly
Blinds	Wipe/dust	1 X weekly
<b>3. Boardrooms</b>		
Carpets	Vacuum Steam cleaning	2 X weekly 1 X monthly
Furniture and picture frames	Dust/ wipe and polish	2 X weekly
Bins	Empty	Daily
<b>4. Toilets</b>		
Waste receptacles & SHE bins	Empty Wash	2 X daily and when required 1 X weekly
Toilet bowls, seats, basins, urinals, showers, basins and troughs	Wash and sanitize	2 X daily and when required
Mirrors	Wipe clean	1 X daily and when required
Walls, doors, partitioning	Spot clean	1 X daily and when required
Toilet papers	Supply of toilet papers	Daily and when required
Hand wash dispensers	Clean and fill in liquid hand soap	When required
Seat wipe	Seat wipe re - fills	When finished
Hand paper towels	Supply of paper towels	Daily and when required



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<b>5. Kitchen</b>		
Kitchen cupboards, fridge and microwave oven	Wipe Wash	1 X weekly 2 X monthly
Floors	Wash	1 X daily and when required
Tiles walls	Damp cloth	1 X weekly
Dishes for official functions/meetings	Wash	When Required
<b>6. Stairs &amp; landings</b>		
Handrails & Fittings	Wipe	1 x daily
Fire Escapes	Sweep damp mop	1 x daily 3 x weekly
Landing & stairs	Sweep/damp mop	1 x daily
<b>7. Corridors and Balconies</b>		
Floor Area	Sweep Damp Mop	1 x daily 1 x daily
<b>8. Store rooms</b>		
Floor Area	Sweep Damp mop	2 x weekly 1 x weekly
<b>9. Windows</b>		
Window sills	Wipe and Dust	1 x weekly
Interior & Exterior	Wash	1 x monthly & when required
ID room windows	Wash and wipe	Daily & when required
<b>10. Refuse removal</b>		
All refuse holders, baskets and receptacles	Empty  Wash/Wipe	1 x daily and when required 1 x daily and when required
<b>11. Dissecting areas</b>		
Sinks	Wash and disinfect	1 x daily and when required
Trays	Wash and disinfect	1 x daily and when required
Body Trolley	Wash and disinfect	1 x daily and when required
Walls	Wipe  Wash and sanitize	Daily and when required 1 x weekly and when required
Floors	Wash  Deep cleaning	Daily and when required 1 x weekly and when required
Floor drains (Internal)	Wash and disinfect	Daily and when required
Other Equipment	Wash and sanitize	1 x daily and when required



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<b>12. Cold rooms/ Body storage facilities</b>		
Floors	Wash	Daily and when required 1 x monthly
	Deep cleaning	
Walls and doors	Wash	Daily and when required
Trays	Wash and disinfect	1 x daily and when required
<b>13. Equipment and instruments</b>		
Instrument Kit/Equipment	Wash and disinfect	Daily and when required
<b>14. Medical Waste Areas</b>		
Medical waste boxes	Remove to waste area	Daily
<b>15. Vehicles</b>		
116 Forensic Pathology Service vehicles (Admin and Mortuary vehicles)	Complete wash & disinfect (Interior and exterior)	Daily & when necessary

## 6. EVALUATION METHODOLOGY

The evaluation of the bids will be done in accordance with the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2017 in two stages:

Stage 1A: Pre-Qualification Criteria

Stage 1B: Mandatory Administrative Responsiveness

Stage 1C: Functionality Evaluation

Stage 1D: Site Visit

Stage 2: Price and Preferential Evaluation

The 80/20 principle shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 for preference points (BBBEE level of contribution)



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS

### STAGE 1A: PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

In accordance with the Preferential Procurement Regulations, 2017, par. 4(1)(b), the Gauteng Department of Health has decided to apply pre-qualification criteria to advance EME's. Therefore, only an EME may respond to this tender. The tender that fails to meet this criterion is an unacceptable tender.

An EME is required to submit a valid sworn Affidavit signed by the EME representative and attested by Commissioner of Oaths.

Alternatively, the bidder is required to submit a B-BBEE certificate for Exempted Micro Enterprises issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry on 24 April 2018 (This certificate serves as an affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013

Bidders are encouraged to use the link below to access the sworn affidavit – B-BBEE Exempted Micro Enterprise

Find the link below:

[https://www.thedti.gov.za/economic\\_empowerment/docs/Affidavit-EME-Gen.pdf](https://www.thedti.gov.za/economic_empowerment/docs/Affidavit-EME-Gen.pdf)

### STAGE 1B: MANDATORY ADMINISTRATIVE RESPONSIVENESS

Only bidders who have complied with the Pre-Qualification Criteria for Preferential Procurement will be evaluated for the mandatory administrative responsiveness.

The bids will be evaluated mandatory administrative responsiveness in line with the below requirements. This phase is not scored and any bidder who fails to comply with any of the said mandatory criteria will be disqualified.

Bidders that fail to meet the mandatory administrative requirements stated in this paragraph will not proceed to the next stage of the evaluation process.

- a. A valid certified copy of letter of good standing of Compensation of Injury Diseases Act – COIDA (10-digit Pin for COIDA)
- b. A valid certified copy of Unemployment Insurance Fund (UIF) Compliance Certificate must be attached.



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- c. Submit proof of registration with National Regulator for Compulsory Specifications (NRCS) of all cleaning detergents and disinfectants with the bid document, if the bidder is the chemical manufacturer of the three chemicals mentioned above in 5.14

**OR**

If the bidder is not the chemical manufacturer of the three chemicals mentioned above in 5.14, a certified copy of a letter from the chemical manufacturer of the three chemicals mentioned above in 5.14

- d. Submit proof of SANAS or SABS product compliance certificate, and a detailed Safety Data Sheet (SDS) of each chemical mentioned above in 5.14
- e. Compulsory briefing session and site inspection:  
The bidders are requested to attend a compulsory briefing session and site inspection to address and clarify any misunderstanding or ambiguity prior to the submission of proposal on closing date.  
Bidders must submit an attendance certificate of the Compulsory Briefing Session and Site Inspection.

**STAGE 1C: FUNCTIONALITY EVALUATION**

Only bidders who have complied with all the mandatory administrative requirements will be evaluated for functionality. During this phase bidders' responses will be evaluated for functionality.

The Bid Evaluation Committee (BEC) responsible for scoring the bids will evaluate and score all bids based on the criteria, as per Table 9: The Functionality Evaluation Scoring Table for cleaning services for Forensic Pathology Service unit for a period of three years

The total scoring points for functionality is 29 points. The minimum threshold score of 20 points for functionality shall apply. Bids with a score below the minimum threshold score shall be declared non-responsive and set aside.

**Note: Bidders must, as part of the bid documents, submit all the supporting documents for the functionality evaluation.**



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**Table 9: The Functionality Evaluation Scoring Table to Provide Cleaning Services for Forensic Pathology Service**

No	Scoring Criteria	Description	Scoring Criteria	Scoring Points
1	Past Contractual Performance	Bidders must provide signed testimonial letters from contactable references in respect of cleaning services projects.	<ol style="list-style-type: none"> <li>1. 5 or more signed testimonial letters with letter heads from contactable references, (5 Points)</li> <li>2. 4 signed testimonial letters with letterheads from contactable references (4 Points)</li> <li>3. 3 signed testimonial letters with letterheads from contactable references (3 Points)</li> <li>4. 2 signed testimonial letters with letterheads from contactable references (2 Points)</li> <li>5. 1 signed testimonial letters with letterheads from contactable references (1 Point)</li> <li>6. No signed testimonial letter with letterheads from contactable reference (0 Points)</li> </ol>	5
2	Training of staff on cleaning services	Training plan and cleaning certificates on cleaning services issued to all cleaning staff.	<ol style="list-style-type: none"> <li>1. A certified copy of the External Training Course Certificates on cleaning services of each cleaner to be employed by the bidder at the 11 Forensic Pathology Service Facilities (16 cleaners for the five facilities in the Johannesburg cluster / 12 cleaners for the four facilities in the Germiston cluster / 9 cleaners for the three facilities in the Pretoria cluster) (5 Points)</li> </ol> <p>Note: The bidders may tender for one or two or all the clusters. To score five full points, the bidder must submit a certified copy of the External Training Course Certificates on cleaning services issued to each cleaner</p>	5



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS**

			<p>to be employed in the cluster/s that the bidder tenders for.</p> <p>2. A mixture of a certified copy of External Training Course Certificates on cleaning services and/or Employer On-the-job Training Program Certificate on cleaning service of each cleaner to be employed by the bidder at the 11 Forensic Pathology Service Facilities (16 cleaners for the five facilities in the Johannesburg cluster / 12 cleaners for the four facilities in the Germiston cluster / 9 cleaners for the three facilities in the Pretoria cluster) (4 Points)</p> <p>Note: The Employer Training Program Certificate on cleaning services must indicate the attendance and/or completion of a course and/or series of courses in Cleaning Services for newcomers and experienced professionals alike resulting in an increased knowledge of the content of Cleaning Services at the end thereof The bidders may tender for one or two or all the clusters. To score four full points, the bidder must submit a certified copy of the External Training Course Certificates on cleaning service issued to each cleaner to be employed in the cluster/s that the bidder tenders for.</p> <p>3. Certified copy of the Employer On-the-job Training Program Certificate on cleaning service of each cleaner to be employed by the bidder at the 12 Forensic Pathology Service Facilities (16 cleaners for the five facilities in the Johannesburg cluster / 12 cleaners for the four facilities in the Germiston cluster / 9 cleaners for the three facilities in the Pretoria cluster) (3 Points)</p> <p>Note: The bidders may tender for one or two or all the clusters. To score three full points, the bidder must submit a certified copy of the External Training Course</p>	
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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS**

			<p>Certificates on cleaning service issued to each cleaner to be employed in the cluster/s that the bidder tenders for.</p> <p>4. Cleaning Service Training Plan to provide training to the novice cleaners appointed by the bidder (provide training plan with dates and the modules/topics to be covered) (2 Points)</p>	
3	Quality of cleaning service materials	<p>Bidder must indicate Quality control measures to be implemented.</p> <p><b>A)</b> A detailed plan to enforce a system to prevent cross contamination in Terms of the Infection Prevention and Control policy</p>	<p>1. <u>The system to prevent cross contamination</u></p> <p>1.1. Detailed written plan (1 Point) on the use of color-coding system and the plan on how color coding of the cleaning equipment at different areas will be done (1 Point)</p> <p>1.2. No system to prevent cross contamination (0 Points)</p>	2
		<p><b>B)</b> A cleaning programme / schedule</p>	<p>2. Cleaning programme/ schedule</p> <p>2.1 A drafted Work Schedule, indicating the responsible cleaner (2 Points)</p> <p>2.2 A draft timetable indicating working hours at Forensic Pathology Service facility (2 Points),</p> <p>2.3 A check list indicating daily cleaning routine/ functions (2 Points)</p> <p>2.4 No work schedule, draft timetable, draft sheet (0 Points)</p>	6



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS**

4	Human Resource Capacity	A. Staff Requirement	<ol style="list-style-type: none"> <li>The bidder must provide a list of staff with regards to the cluster the bidder is bidding for. Provide a list of a minimum of 9 or more employees for Pretoria Cluster, a minimum of 16 or more employees for Johannesburg cluster and a minimum of 12 or more employees for Germiston cluster including a supervisor per facility in a cluster, and certified ID copies of all staff including supervisors employed by the bidder (the list must have the following columns: Name and Surname, ID number, Qualifications, Years of experience) (5 Points) or,</li> <li>If the bidder has an organizational intention to employ cleaning personnel for the project (provide recruitment plan) (3 Points)</li> </ol>	5
		B. The strategy to manage staff	<ol style="list-style-type: none"> <li>A draft attendance register (1 Point)</li> <li>A Signed Company code of conduct (1 Point)</li> </ol>	2
		C. Detailed contingency plan to address labour unrest.	<ol style="list-style-type: none"> <li>How the bidder will ensure availability of cleaning staff at all times (1 Point)</li> <li>Emergencies (1 Point)</li> <li>Absenteeism (1 Point)</li> <li>Channel of communication for the cleaners (1 Point)</li> </ol>	4
<b>Total Score</b>				<b>29 Points</b>
<b>Minimum threshold</b>				<b>20 points</b>



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS**

**STAGE 1D: SITE VISIT**

Only bidders who have complied with the functionality evaluation will be evaluated.

The Gauteng Department of Health reserves the right to conduct a bidder site visit evaluation. The Department shall establish general information during the evaluation of the site regarding their business and organizational capacity and operations during the evaluations of the sites.

The Department reserves the right to inspect the bidders' premises at reasonable times. The bidders must meet the Departmental staff on their sites and co-operate with them and furnish the information they require.

The overall score for site visit is 15 points. The sites will be evaluated, as per Table 10 below. The bids will be declared non-responsive and set aside, if it does not meet the threshold of 10 points for the site evaluation.

**Table 10: Site Evaluation**

Scoring Criteria	Description	Scoring Criteria	Weight Scoring Points
1. Cleaning Services Resources	Cleaning equipment to be used for the Cleaning Service project.	<ol style="list-style-type: none"> <li>1. All equipment in the Terms of reference (Table 6: List of cleaning equipment), required by the Forensic Pathology Service Facilities are presented (5 points),</li> <li>2. If half of the required cleaning equipment in the Terms of reference (Table 5: List of cleaning equipment), are presented (3 points),</li> <li>3. If the bidder has a signed letter of intent from the bidder to purchase the required equipment for the cleaning services tender (provide letter of intent from the bidder confirming agreement with a third party and stating that the equipment will be available should the tender be awarded to the bidder). (2 Points)</li> </ol>	5



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS**

2. Operational Resources	Operational clothing used for Employees when performing cleaning service duties in terms of the Safety Act.	<p>1. All Personal Protective Equipment (as stated in paragraph 5.3.6 of the terms of reference) and corporate uniform (5 points)</p> <p>or</p> <p>2. If the bidder has a letter of intent to purchase the required protective equipment/ uniform for the cleaning services tender (provide a signed letter of intent from the bidder confirming agreement with a third party and stating that the protective equipment will be available should the tender be awarded to the bidder). (3 Points)</p> <p>or</p> <p>3. If the bidder doesn't have both of the above it will be (0 point)</p>	5
3. Customer Care	Provision of service and communication to customers.	<p>1. Customer communication methods: Cell phone =1 Point (certified copy of the cell phone contract and/or cellphone number in the instance of pre-paid / pay-as-you-go) Telephone landline = 1 Point (a monthly account not older than three months) E-mail = 1 Point (ISP and e-mail address)</p> <p>2. Customer service Help desk / Customer complaints (2 Points)</p>	5
<b>Total score:</b>			<b>15 points</b>
<b>Minimum threshold</b>			<b>10 points</b>



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS**

**STAGE 2: PRICE AND PREFERENTIAL EVALUATION**

The bids will be evaluated on price and preference according to the 80/20 points system.

The bid prices will be compared based on the total cost of ownership. The total cost of ownership will be the sum of the following prices:

The unit price of the cleaning services for Forensic Pathology Services unit including chemicals.

The preference points will be allocated in respect of the B-BBEE Status Level of Contributor, as per Table 11.

A maximum of 80 points will be allocated for price and a maximum of 20 points for preference (B-BBEE level of contribution), as outlined in the Table 11.

The price points and the preference points will be added together to obtain the total score out of 100 points.

The bid that scores the highest overall points out of 100 will be the bid that scored the highest combined price points and preference points.

**Table 11: Price and B-BBEE preference points**

AREAS		POINTS
Price		80
B-BBEE Status Level of Contributor	Number of Points	20
1	20	
2	18	
3	16	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-Compliant Contributor	0	
Total		100



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS

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### 7. Copyright

This document may be reproduced and distributed under the strict condition that the content hereof is not altered, unless the alteration has been done by authorized personnel stipulated by the GDH and the normal GDOH document control procedures are followed.

### 8. SUPPLIER PERFORMANCE MANAGEMENT

- a. Supplier performance management will be the responsibility of end-users at the Forensic Pathology Service Facilities. Where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, the Directorate: Acquisition and Contract Management, Gauteng Department of Health must be informed for corrective action.
- b. The Service Level Agreement will be drawn up after the tender award by the Directorate: Acquisition and Contract Management, Gauteng Department of Health. No other agreements except the Service Level Agreement will be signed with the contractor, contractor's finance house, dealerships or sub-contractors. The Service Level Agreement must be signed by both parties within 14 days. Two copies of the Service Level Agreement must be signed.

### 9. CESSION

Neither party shall have the right to cede any of its rights or delegate any of its obligations in terms of this contract to another person or organization without the prior written approval of the other party.

### 10. QUALITY

Products must conform to the quality requirements as stipulated in the Terms of Reference.

### 11. USE OF FLUID CORRECTING SUBSTANCES

The use of any corrective fluid/tape is strictly prohibited and will result in the disqualification of the bidder from the evaluation process.



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS

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### 12. RIGHT AND OBLIGATION

- 12.1 The Service Provider is required to:
  - 12.1.1 Conduct business in a courteous and professional manner.
- 12.2 The GDOH shall:
  - 12.2.1 Conduct business in a courteous and professional manner with the Service Provider.
  - 12.2.2 Not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.
  - 12.2.3 Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.

### 13. PENALTIES

- 13.1 Use of sub-standard material / equipment.
- 13.2 Failure to provide adequate resources (staff, equipment and material).
- 13.3 Failure to comply with the code of conduct.
- 13.4 Failure to respond to emergency calls.
- 13.5 Failure to comply with OHS.
- 13.6 Failure to provide vetting report within 3 months of receiving the contract.
- 13.7 Failure to comply with institutional SOP.
- 13.8 Penalties – The contract will be terminated following non-compliance to the above.

### 14. PAYMENT TERMS

- 14.1 Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt.
- 14.2 It is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.
- 14.3 Contractors should note that each individual purchasing institution is responsible for generating the order(s) as well as the payment(s) thereof.
- 14.4 Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified by the relevant purchasing institution(s). The letter of acceptance constitutes a binding contract. Please note that no deliveries should be made unless an official and authorized order form has been received from the Gauteng Department of Health.
- 14.5 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by the purchasing institutions.



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS

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- 14.6 All queries regarding outstanding payments must be directed to the relevant districts.
- 14.7 Invoice/s in duplicate, showing purchase order number, item description, and the contract number, on the copy and mark the original. The original must be sent to the Gauteng Provincial Treasury and one copy to the End-User / Institution.

### 15. POLICIES & PROCEDURES

The successful contractor must at all times comply with the Gauteng Department of Health policies and procedures as well as maintain a high level of confidentiality of information.

### 16. PRICE QUALIFICATION:

The Gauteng Provincial Treasury will benchmark those bidders' prices that would have been awarded the contract on a regular basis to ensure that all prices remain competitive. Non-competitive prices will prompt the Gauteng Provincial Treasury to engage contractors in price adjustment negotiations/reviews. Failure to be competitive will result in cancellation of the contract.

### 17. PERIOD OF VALIDITY

Bids are held to be valid for a period of 120 days after the closing date. Should a bidder retract his offer without good reason, in the opinion of the Department, he may be held responsible for the cost of a possible re-tender.

### 18. INDUCTION PROGRAM BY FORENSIC PATHOLOGY SERVICE

- 18.1 The cleaners of the service provider will be inducted on the following elements:
  - 18.1.1 An induction/orientation program to be designed and implemented by the Forensic Pathology Service Facilities.
  - 18.1.2 The service providers to establish the number of cleaners to be trained in every level of Forensic Pathology Service Facilities.
  - 18.1.3 The training should incorporate the existing Standard Operation Procedures (SOP) the first in first out (FIFO) and first expiry first out (FEFO) to be enforced.
  - 18.1.4 The difference between cleaning, disinfection and sterilization to be clearly outlined.
  - 18.1.5 Standard precautions and colour coding system in the Forensic Pathology Service



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS

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Facilities establishment to be included in the training program.

- 18.1.6 All cleaning personnel are expected to have been exposed to relevant training and on-the-job training.
- 18.1.7 All staff shall be in a neat, clean and fully identifiable uniform during working hours.
- 18.1.8 The cleaning Supervisor to ensure daily monitoring and records to be kept.
- 18.1.9 Training regarding infection control will be provided by the Infection Prevention and Control Unit of Forensic Pathology Service Facilities.

### 19. QUARTERLY MONITORING AND EVALUATION WITH CORRECTIVE MEASURES WERE NECESSARY

Systems will be put in place by the management of the Forensic Pathology Service Facilities to monitor the cleaning service provider daily and quarterly evaluation to be conducted. Record keeping of progress on achievement of the performance indicators must be kept.

### 20. AUTHORISATION DECLARATION

- 20.1 Any bidder who is sourcing goods or services from a third party must complete the "Authorization Declaration" in full for all relevant goods or services, sign it and submit it together with the bid documents at the closing date and time of the bid.
- 20.2 The Gauteng Department of Health reserves the right to verify any information supplied by the bidder in the Authorization Declaration and should the information be found to be false or incorrect, the Gauteng Department of Health will exercise any of the remedies available to it in the bid documents.
- 20.3 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the Gauteng Department of Health.
- 20.4 Failure to submit a duly completed and signed Authorization Declaration, with the required annexure(s), in accordance with the above provisions will invalidate the bid for such goods or services offered.



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS

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### 21. SUPPLIER DUE DILIGENCE

The Gauteng Department of Health reserves the right to conduct supplier due diligence prior to final award of the tender or at any time during the tender period. This may include a bidder presentation or site visit.

### 22. THE CONDITIONS OF THE BID AWARD

- a) The Gauteng Department of Health reserves the right not to award or cancel the bid, as stipulated in Regulation 13 of the PPR, 2017.
- b) The Gauteng Department of Health reserves the right to award the bid per Gauteng Department of Health Forensic Pathology Service Cluster and to make three single awards to each of the three clusters, namely Johannesburg Cluster, Pretoria Cluster and Germiston Cluster.
- c) The bid will be awarded to the bidder whose bid scored the highest combined price and preference points out of 100 for each Gauteng Department of Health Forensic Pathology Service cluster.
- d) Any bidder may be awarded more than one Gauteng Department of Health Forensic Pathology Service Cluster, if the bidder scored the highest points out of 100 for each cluster that the bidder tendered for, provided that the bidder has the capacity to deliver the cleaning service at all the clusters to be awarded.
- e) The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the targeted range.

### 23. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

### 24. FRONTING

24.1 The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE YEARS

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- 24.2 The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- 24.3 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.
- 24.4 Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

### 25. CONTRACT PERIOD

The contract period shall be for a period of three years.

### 26. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL

- 26.1 Where a contracted supplier merges with or is taken over by another, the contracted supplier must inform the Department of Health in writing immediately (within 7 days) of relevant details.
- 26.2 The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.
- 26.3 A contracted supplier must inform the Department of Health within 7 days of any changes of address, name or banking details.

### 27. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration under any circumstances and where applicable, be returned unopened to the bidder.



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE  
CLEANING SERVICES FOR FORENSIC PATHOLOGY SERVICES UNIT FOR A PERIOD OF THREE  
YEARS**

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**28. COSTS**

The Gauteng Department of Health will not be held responsible for any costs incurred by the service provider in the preparation and submission of the Bid.

**29. AWARD REPORTING**

Historical Data:

All successful bidders are required to submit historical value and volume reports via e-mail on a quarterly (3) monthly basis to:

Gauteng Department of Health, Directorate: Acquisition and Contract Management

**30. ENQUIRIES**

**TECHNICAL ENQUIRIES:**

Mr Nkosi

Musawakhe.Nkosi@gauteng.gov.za

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Registered Supplier Confirmation</b>	Page 1 of 1

## THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

### PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER \_\_\_\_\_

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.**

Name(s) & Signature(s) of Bidder(s)
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DATE:	
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 <p style="font-size: 1.2em; font-weight: bold; margin-top: 10px;">GAUTENG PROVINCE</p> <p style="font-size: 0.8em; margin-top: 5px;">PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center; font-weight: bold; font-size: 1.1em;">Tax Clearance Requirements</td> <td style="width: 40%; text-align: center; font-size: 1.1em;">Page 1 of 1</td> </tr> </table>	Tax Clearance Requirements	Page 1 of 1
Tax Clearance Requirements	Page 1 of 1		

**IT IS A CONDITION OF BIDDING THAT -**

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 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.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- |     |   |     |                          |    |                          |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA?                           | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA?      | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA?           | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.**



# Provincial Supply Chain Management

Financial Statements

Page 1 of 1

## Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

## **Annexure A**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

## 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
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

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

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)