

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (PE PHARMACEUTICAL DEPOT)

| | | | | | |
|-----------------------------|---------------------|----------------------|-----------------|----------------------|-------|
| BID NUMBER: | SCMU3-25/26-0116-HO | CLOSING DATE: | 20 OCTOBER 2025 | CLOSING TIME: | 11H00 |
| COMPULSORY BRIEFING: | VENUE: PE DEPOT | DATE: | 06 OCT 2025 | TIME: | 11H00 |

DESCRIPTION PROVISION OF CLEANING AND HYGIENE SERVICES AT PE PHARMACEUTICAL DEPOT FOR A PERIOD OF THIRTY SIX (36) MONTHS

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

PE PHARMACEUTICAL DEPOT, 1104 STRUANWAY ROAD, STRAUNDALE, 6000

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|---|----------------------------------|--|----------------------------------|
| CONTACT PERSON | MS.T. LUMKWANA | CONTACT PERSON | MS. T LUMKWANA |
| TELEPHONE NUMBER | | TELEPHONE NUMBER | |
| E-MAIL ADDRESS | thulani.lumkwana@echealth.gov.za | E-MAIL ADDRESS | thulani.lumkwana@echealth.gov.za |

SUPPLIER INFORMATION

| | | | |
|-----------------------------------|----------------------------|----|------------------------------------|
| NAME OF BIDDER | | | |
| POSTAL ADDRESS | | | |
| STREET ADDRESS | | | |
| TELEPHONE NUMBER | CODE | | NUMBER |
| CELLPHONE NUMBER | | | |
| FACSIMILE NUMBER | CODE | | NUMBER |
| E-MAIL ADDRESS | | | |
| VAT REGISTRATION NUMBER | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | OR | CENTRAL SUPPLIER DATABASE No: MAAA |

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

| | | |
|---|------------------------------|-----------------------------|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

DOCUMENT CONTROL SHEETS
SCMU3-25/26-0116-HO

| | | | |
|---|-------------------------|--|---|
| Revision | | | |
| Drafted By | Date: | Name: | Signature: |
| | 25/9/2025 | RC Harris |  |
| Reviewed By | Date: 25/09/2025 | Name: P. Mtheleli | Signature: |
| | | |  |
| Approved Chairperson Specification Committee | By: of | Date: | Name: Deon Martin |
| | | | Signature: |
| | 25/9/2025 |  |  |
| Advert Approved By: | Date: | Name: Ms C. Mgijima | Signature: |
| | 25/09/2025 | |  |

TABLE OF CONTENTS

Invitation to Bid (SBD 1)

Part 1 – Special Conditions of Bid

Part 2 – Conditions of Contract and Operational Requirements

Part 3 – Bid Strategy

Part 4 – Specification

Part 5 – Bid Forms and related documentation

Schedule A – Government Procurement: General Conditions of Contract

Schedule B – CSD Supplier Registration Certificate

Schedule C – Pricing Schedule (SBD 3.2)

Schedule D – Declaration of Interest (SBD 4)

Schedule E – Qualifications and experience

Schedule F – Organization ty

Schedule G – Organizational Structure

Schedule H – Details of Bidder's nearest office

Schedule I – Financial Particulars

Schedule J – Preference Points Claim Forms (SBD 6.1)

DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise. In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

| | |
|--------------------------|---|
| DoH | means the Eastern Ca Department of Health acting for and on behalf of the Eastern Ca Provincial Government; |
| Invitation to bid | means this invitation to bid comprising <ul style="list-style-type: none"> ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ Part 2 which details the Conditions of Contract and Operational Requirements; ○ Part 3 which details the bid strategy ○ Part 4 which details the Specifications relating to the Technology / Services ○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC – <i>General Conditions of Contract</i> |
| Services | means the services defined on the cover page of this invitation to bid and described in detail in the Specifications; |
| Specifications | means the specifications contained in Part 4 of this invitation to bid; |

PART 1
Conditions of Bid
BACKGROUND AND INTRODUCTORY PROVISIONS

REFER TO PART 3 OF THIS INVITATION TO BID FOR BACKGROUND AND INTRODUCTORY INFORMATION RELATING TO THE SERVICES AND THIS INVITATION TO BID.

2. OFFER AND SCIAL CONDITIONS

2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as Part 5 with its bid. Bidders must take careful note of the special conditions.

2.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

2.3 It is a requirement that the bidder is registered on Central Supplier Database and Registration document be submitted with the bid.

2.4 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

2.5 The Director of the successful service provider will be required to attach compulsory quarterly strategic meetings with the Quality Assurance Manager of the Depot.

2.6 Training programs

The bidder must submit a comprehensive and detailed training programs within prescribed guidelines under the following categories:

- General cleaning of the offices
- Infection Control measures
- Usage of equipment, chemicals and precautions taken in terms of OHS (Occupational Health and Safety Act, Act no 85 of 1993)

2.7 Contingency Plan

The successful bidder is required to render an uninterrupted service during:

- Strikes
- Leave and absenteeism
- Default of equipment

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

- 3.1 The closing date and time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 3.4 All bids must be deposited before the closing time and date stipulated above in the bid box at the address detailed on the cover page of this invitation to bid.

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. BID BRIEFING & SITE INSPECTION SESSION

- 5.1 A compulsory briefing meeting and site inspection will be held in respect of this invitation to bid. The details of the briefing and site inspection are set out on the cover page of this invitation to bid.
- 5.2 The purpose of the briefing meeting shall be to enable the prospective bidders to acquaint themselves with the requirements relating to the service.
- 5.3 Any bidder who fails to attend the compulsory briefing meeting will be disqualified.
- 5.4 Bidders will be required to sign the attendance register on the date of the meeting. Signature of these documents will constitute proof of compliance with this condition.
- 5.5 Signature of the attendance register and possession of attendance certificate will constitute proof of compliance with this condition. Bidders who do not attend, sign the attendance register and do not possess attendance certificate will be disqualified.

6. TAX CLEARANCE

Tax Clearance Compliance Verification will be done with the CSD and SARS.

7. PRICING

- 7.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid documents.
- 7.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.
- 7.3 **Prices must be in line with the National Minimum Wage Act No.9 of 2018 and Sectoral Determination 1 Government Gazette rates of 4 February 2025 (Gazzete No. 52053).** Such rates will assist Bidders in costing for these services.
- 7.4 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C.

8. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule D (ii).

10. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information including certified copies of certificates together with their bid of their experience in the relevant trade together with present contracts. (description of contract, contract period, contact person and telephone numbers including cellular numbers). These details should be submitted together with the bid on the form attached as Part 5 – Schedule E. **If no details are included in the bid, it would be accepted that the bidder does not have experience.**

11. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule G.

12. CONSORTIUM / JOINT VENTURE

- 12.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 12.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -
 - 12.2.1 It shall be signed so as to be legally binding on all consortium members;
 - 12.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
 - 12.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the DOH and receive instructions for and on behalf of any and all the members of the consortium;
 - 12.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.
 - 12.2.5 Each party to the Consortium must submit a proof of specific goals for every separate bid.
 - 12.2.6 Each party of the consortium must submit a separate valid **COIDA** certificate, valid **UIF** letter of good standing

13. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule G

14. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule H which completed form, must be submitted together with the bid.

15. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule I. **If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid will be regarded as non-responsive. Audited financial statements should carry a date stamp.**

16. PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule J contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

17. VALIDITY

Bid documentation submitted by the bidder will be valid and on for acceptance for a period of **one hundred and twenty days (120) calendar days** from the closing date and time stipulated on the front cover of this invitation to bid.

18. ACCEPTANCE OF BIDS

The State, the DoH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the DoH, of certain requirements which the State, the DoH, considers to be of minor importance and not complied with by the bidder.

19. NO RIGHTS OR CLAIMS

19.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the DoH. The DoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

19.2 Neither the DoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

20. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 20.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of the DoH.
- 20.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

21. ACCURACY OF INFORMATION

- 21.1 The information contained in the invitation to bid has been prepared in good faith. Neither the DoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 21.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the orations to the extent required to enable it to respond to this bid.

22. COMPETITION

- 22.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 22.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 22.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make; they are encouraged to discuss their position with the competition authorities before submitting response.
- 22.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

23. RESERVATION OF RIGHTS

- 23.1 Without limitation to any other rights of the DOH (whether otherwise reserved in this invitation to bid or under law), the DOH expressly reserves the right to:-
- 23.1.1 **Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;**
- 23.1.2. Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 23.1.3 Reject all responses submitted by bidders and to embark on a new bid process.

23.1.5 All shortlisted bidders will be subjected to screening by State Security Agency (SSA).

23.1.6 It is recommended that the successful bidder employ the cleaners that are within the sub-district (Local Municipality).

23.1.7 To promote Local Economic Development, letter of agreement from the manufacturer must be attached in respect of the uniform and the equipment.

23.1.8 The Department reserves a right to conduct INLOCO Inspection before the award of this Bid.

24. REQUIREMENTS

24.1 Bidders must be registered on the Central Supplier Database (CSD) and must submit the proof of registration or supplier number.

24.2 Previous performance of the bidder will be considered in the evaluation of the bid.

24.3 Financial standing of the bidder will be considered for risk analysis and bidders are required to submit documentary proof to demonstrate financial stability in the form of:-

24.3.1 Latest financial statements in the case of Companies and in the case of Close Corporation CC.

24.3.2 Letter from the financial institution confirming availability of funds or letter of good standing and/or proof from the financial institution indicating a positive rating must be attached and form Part 5 schedule I must be completed accordingly.

25. Evaluation Criteria

The 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act and its Regulations, shall be used for this contract. Eighty points will be allocated for price and twenty points for Specific goals.

25.1 The bid will be evaluated as follows:

- Stage 1: Administrative compliance / pre-qualification
- Stage 2: Mandatory requirements
- Stage 3: Functionality evaluation
- Stage 4: Price and Specific Goals
- Stage 5: Post Tender Negotiations

The stages are further detailed below

25.2 In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the

Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20 preference points system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- The Specific Goals (maximum 20 points)

The following formula will be used to calculate the points for price:

$$Ps = \frac{80(Pt - Pmin)}{Pmin}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

25.3 Stage 1: Administrative Compliance/ Pre-Qualification

1. The purpose of this Pre-qualification is to determine which bid is compliant and non-compliant with the bid special conditions issued by the ECDOH as part of the bid process.

The following criteria shall apply:

- a. All documentation inclusive of supporting documentation requested in terms of the Bid Document requirements must be submitted and signed off where required.
- b. Bidder must complete and sign (SBD 4, SBD 3.2, SBD 6.1) and the entire document.
- c. Service Provider must be registered with the National Treasury Supplier Database (CSD) and furnish proof of registration with the bid.

Prospective bidders are required to submit the following documentation for Administrative compliance;

| # | REQUIREMENT | COMPLIED | | Comment |
|----------|--|----------|----|---------|
| | | YES | NO | |
| A | CSD Registration (valid for 30 Days) | | | |
| B | Invitation to Bid (SBD 1) completed and signed | | | |
| C | Pricing Schedule (SBD 3.2) | | | |
| D | Declaration of Interest (SBD 4) | | | |
| E | Preferential Points Claim (SBD 6.1) | | | |
| F | Submission of company profile and technical proposal with CVs and certificates of team members where applicable. This is important to demonstrate capacity of the bidder. | | | |
| G | Proof of Compulsory briefing session attendance (signed briefing attendance register). | | | |
| H | JV agreement (if applicable) | | | |
| I | Cleaners (excluding supervisors and managers) must be 100% Locally employed (NMM Municipality) and a formal Proof of Address with Municipal Bill or Letter from the Ward Councilor as evidence. | | | |
| J | Proof of registration with National Provident Fund Administration for contract cleaners (submit confirmation letter and list of currently registered employees, as prescribed by the Department of Labour with the bid document) | | | |

25.3.1 Stage 2: MANDATORY REQUIREMENTS

| FAILURE TO COMPLY WITH THE FOLLOWING MANDATORY INFORMATION WILL INVALIDATE YOUR BID | Yes | No |
|---|-----|----|
| <p>Prices must be in line with the National Minimum Wage Act No.9 of 2018 and Sectoral Determination 1 Government Gazette rates of 4 February 2025 (Gazzete No. 52053).</p> <p>Bidders must comply with Sectoral Determination 1 for the Contract Cleaning Sector in South Africa (effective from the 1st of March 2025). Bidders costing will be scrutinized to test if they comply with Minimum Wage as evidence (Cross reference with Pricing Schedule).</p> | | |
| Bidders must provide a consent letter or letter of intent that during the contract all cleaning and hygiene material to be used will be SABS approved, and data sheets be provided to prove compliance (See Pg. 20 Table 3). | | |
| The Bidder must submit valid certificate of Occupational Injuries and Diseases Act (COIDA). | | |
| Bidders must attend the Compulsory Briefing and sign the Attendance Register. | | |

25.4 Stage 3: Technical Evaluation (FUNCTIONALITY)

| Equipment, Cleaning Material and Uniform Availability | Evidence supporting requirement | | Total |
|---|---------------------------------|----|-------|
| | Yes | No | (30) |
| <p>The Bidder must submit evidence ownership (Affidavit) that they have Equipment AND Material designated for the scope of work OR signed Lease Agreement that states if the material will be hired.</p> <ul style="list-style-type: none"> The bidder must have evidence that they have Equipment designed for the scope of work of this bid (See Equipment Data Sheets in Table 5 of pg. 20. (30)) OR A Lease Agreement with the supplier listing the required equipment standard for Cleaning Services bid (See Equipment Data Sheets in Table 5 of pg. 20. (30)) <p>Minimum Equipment and Material List:</p> <p>(Cleaning)</p> <ul style="list-style-type: none"> 1x Industrial Scrubber, 1x Industrial Polisher, 1x Pressure blower, 2x Low noise vacuum cleaner (for Office environment), Industrial Brooms and dust scoop with long handle, Industrial Mops and Buckets, Protective Clothing Cloths <p>(Hygiene)</p> <ul style="list-style-type: none"> Shoe Bins Wall-mounted Liquid Soap Dispenser Wall-mounted Air-fresheners Wall-mounted sani-wipe dispenser Sanitary Bins Hand Paper Towel Toilet Brushes | | | |

Each Cleaning company must develop its own authentic database of personnel that can be contacted with a clearly stated Names, Address and contact numbers.

DATABASE OF CLEANERS

Table 2.

| NAMES | PHYSICAL ADDRESS | CONTACT NO. |
|-------|------------------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

CLEANING AND HYGIENE SERVICE MATERIAL SAFETY DATA SHEET (MSDS)

The Material Safety Data Sheet included in this document shall be completed by the bidder and submitted with the offer. The Material Safety Data Sheet must consist of the following information.

Table 3.

| PRODUCT TO BE USED | MANUFACTURER | SABS/SANS CODE |
|--------------------|--------------|----------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

N.B. The Service Provider may attach a separate page as Annexure B if the schedule provided is not enough.

MINIMUM UNIFORM DATA SHEET

Table 4.

| NO. | ITEM DESCRIPTION | QUANTITY | LOCAL MANUFACTURER/ WHOLESALE/RETAILER (Invoice/ Agreement) Purchase |
|-----|---|----------|--|
| 1 | Overalls | | |
| | 1. Ladies | | |
| | 2. Men | | |
| | 3. Unisex | | |
| 2 | Hand Gloves (equivalent to yellow latex gloves) | | |
| 3 | Safety Shoes | | |
| 4 | Name tags | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |

MINIMUM EQUIPMENT DATA SHEET

Table 5.

| NO. | ITEM DESCRIPTION | QUANTITY | MANUFACTURER |
|-----|--|----------|--------------|
| 1 | Industrial Scrubber | | |
| 2 | Industrial Polisher | | |
| 3 | High pressure blower | | |
| 4 | Low noise vacuum cleaner | | |
| 5 | Industrial wet/dry vacuum cleaner | | |
| 6 | Industrial Brooms and dust scoops with long handle | | |
| 7 | Industrial Mops and Buckets | | |
| 8 | She Bins | | |
| 9 | Wall-mounted Liquid Soap Dispenser | | |
| 10 | Wall-mounted Air-fresheners | | |
| 11 | Wall-mounted sani-wipe dispenser | | |
| 12 | Sanitary Bins | | |
| 13 | Pedal Bins | | |
| 14 | Hand Paper Towel Dispenser | | |
| 15 | Toilet Brushes | | |
| 16 | Cloths | | |

25.5 Stage PRICE AND SPECIFIC GOALS EVALUTION)

The will be evaluated in terms of the 80/20-point system as stipulated in the Revised Preferential Procurement Regulations, 2022. 80 points will be allocated for price and 20 points for attaining the Specific Goals points.

In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2022), responsive bids will be adjudicated by the department on the 80/20- preference points system in terms of which points are awarded to bidders on the basis of:

NB: Bidders are required together with their bids to submit required documents of original or certified copies as proof of claimed specific goals.

- A bidder will not be disqualified from the bidding process if the bidder does not claim or submit required documentation to claim specific goals points. Such a bidder will score 0 out of maximum of 20 points for specific goals.
 - The bid price (maximum 80 points)
 - Specific Goals Points (maximum 20 points)

The following formula will be used to calculate the points for price:

$$Ps = 80(1 - \frac{Pt - Pmin}{Pmax - Pmin})$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to bidders for attaining their Specific Goals in accordance with the table below:

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) |
|---|---|
| Historically Disadvantaged Individuals - Race | 20% (4) |
| Historically Disadvantaged Individuals - Women | 20% (4) |
| Historically Disadvantaged Individuals – Disability | 20% (4) |
| Youth | 20% (4) |
| Locality Ownership – Eastern Cape = 4 | 20% (4) |
| - Outside Eastern Cape = 0 | |
| Total | 20 |

- (a) Service providers must submit proof of its Specific Goals points claimed / status of contributor.
- (b) The Specific Goals supporting documents required to verify claimed points may in line with the specified requirements include:
 - **Women Ownership:** proof of ownership (CIPRO certificate/CSD Report with percentage of ownership or controlling interest) with id no.
 - **Youth Ownership:** proof of ownership (CIPRO certificate/CSD Report with percentage of ownership or controlling interest) with id no.
 - **Disability Ownership:** proof of ownership (CIPRO certificate/CSD Report with percentage of ownership or controlling interest) with valid medical documentary proof.
 - **Military Veterans Ownership:** proof of ownership (CIPRO certificate/CSD Report with percentage of ownership or controlling interest) and letter from department of military veterans confirming of veteran status.
 - **Locality Ownership:** Service providers within Eastern Cape = **score 4 points**
 - **Outside Eastern Cape = 4 points,**
 - **Eastern Cape = 4 point** and proof of business address (municipal account or valid lease agreement) must be provided.
 - Updated CSD report

25.5.1 A bid will not be disqualified from the bidding process if the bidder does not fill in specific goals. Such bidders will score 0 out of maximum of 20 points for Specific goals.

25.5.2 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and claim Specific Goals.

25.5.3 The points scored by a bidder in respect of Specific Goals will be added to the points scored for price.

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SCIFIC GOALS must not exceed | 100 |

25.5.4 Only bidders who have completed and signed the declaration part of the preference claim form and who have claimed Specific Goals will be considered for preference points.

25.5.5 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.

25.5.6 The total points scored will be rounded off to the nearest 2 decimals.

25.5.7 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of specific Goals.

25.5.8 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal specific goals, the contract will be awarded to the bidder scoring the highest functionality.

25.5.9 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.

25.5.10 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

25.6 STAGE 5: POST TENDER NEGOTIATIONS

25.6.1 The department reserves the right to enter into Post Tender Negotiations

PART 3
Bid Strategy

PROVISION OF CLEANING AND HYGIENE SERVICES AT PE PHARMACEUTICAL DEPOT FOR A PERIOD OF (36) MONTHS

INTRODUCTION

PE PHARMACEUTICAL DEPOT requires the services of a Cleaning and Hygiene Service Provider to render the such services for a period of 36 months.

The main facilities at the Depot are various Stores for Pharmaceuticals and Non-Pharmaceutical Supplies namely; ARV/TB, Surgical and Dressings, Tablet, Liquids, Injections, Ointments and Cold Chain Storage. All these stores are linked within the Ground Floor.

The successful bidder will be required to enter into a written contract with the Department for the duration of the contract. This contract will contain performance penalties based on clause 11 in Part 2 and service level agreements based on Part 4 – Specifications. These penalties will be negotiated by all parties prior to the signing of the above contract.

PART 4 - SPECIFICATION

CLEANING SERVICES SPECIFICATIONS FOR PE PHARMACEUTICAL DEPOT

- The PE Pharmaceutical Depot is one of the Eastern Cape Medicine and Surgical Supplies Distribution Warehouses which is situated in the Western Region with a total of approximately 515 demanders (Hospitals, Clinics and CHCs). Furthermore, cleanliness is a significant aspect for the medication in order to ensure that they reach all demanders in the same condition to avoid any potential damages to medication due to dirty premises i.e. (floors, shelves and ablution facilities).

2. ALLOCATION OF CLEANERS

| DESCRIPTION | NUMBER |
|------------------------------|------------------------|
| Cleaners | 9 |
| Supervisors | 1 |
| TOTAL | 10 |
| Floor space in square meters | +/- 6732m ² |

3. SCOPE OF WORK

“ANNEXURE A”

| NO. | ACTIVITY & SHORT DESCRIPTION | AREA | FREQUENCY |
|-----|---|--|----------------|
| 1. | Floor Maintenance: (Vinyl Epoxy floor / cement floors). | Change rooms, passages, Warehouse/Stores and stairways | Daily |
| | Strip and seal with 3 coats polymer based non-slip floor sealant | Offices, Boardroom and Warehouse Stores | When necessary |
| 2. | Carpet Maintenance: Spot clean and remove all chewing gum, marks, etc. Vacuum clean thoroughly to ensure that all grit and dust is removed. | Offices | Daily |
| | Deep steam clean all carpets in the building | Boardroom and Offices | 12 monthly |
| 3. | Dusting: Wipe all seats and floors with a chemically impregnated cloth disinfect all floors and seats. Clean and wipe down handrails and stairs | Offices, waiting areas, Canteen, Boardroom, vertical surfaces, pictures, doors and all accessible surfaces including roller doors. | Daily |
| | | Windowsills, skirting, ledges, ceilings, light fitting, desk, telephone, furniture, etc. | Weekly |
| | | Doors, mats, outside sub-stairs, and fire extinguishers. | |
| 4. | Dust, damp wipe and Polish | Wooden furniture, | Weekly |

| | | | |
|-----|---|---|---|
| 5. | Dust & damp wipe | Gutters, cages, steel frames, shelving outside Transit in and out areas up to ceiling level including light fittings. | Weekly |
| 6. | Waste Disposal: Empty, clean and wipe with disinfectant impregnated cloth all waste bins. <ul style="list-style-type: none"> All refuse that is to be collected from offices and other areas will be in clear /transparent refuse bags and sealed before being taken to the disposal areas, bags to be checked by the security before sealing. Dust bins in waiting areas and offices are to be emptied into bags supplied by contractor and taken to the demarcated areas. All damaged bags to be placed inside another bag and sealed, after inspection by security. | From offices areas to the demarcated areas as indicated from time to time (on site). | Daily |
| 7. | Wash Walls and Paintworks etc. Wash down walls Spot clean all marks | Around door opening and staircases. From walls, doors and windows (not notice boards) and clean walls. | Bi- Monthly (Fortnightly) |
| 8. | Cleaning of windows and glass walls etc. <ul style="list-style-type: none"> Spot clean glass doors, glazed screens etc. Clean inside and outside faces of all windows including internal glass partitions. Clean and polish all door ironmongery, handles etc. | Boardroom-Canteen Aluminium Windows and sliding doors, main entrance and in other offices within the Depot. | Daily |
| 9. | Cleaning and Dusting of Vertical & Horizontal Blinds: | Dirty spots, grease and splashes. | Weekly |
| 10. | Cleaning of Toilets and hand basins <ul style="list-style-type: none"> First thing in the morning and again after lunch empty and clean all waste receptacles, and replenish toilet paper dispensers. | All Toilets and hand basins | Three times Daily (Keep a Checklist) |

| | | | | | |
|-----|---|--|------------------------------|-------------------------|-------------------------|
| | <ul style="list-style-type: none">• Scrub, clean and disinfect floors• Clean and sanitise with disinfectant tiled surfaces• Clean and polish all bright metal fittings and mirrors• Clean windowsills, ledges, pipes and fittings• Report any water leaks, malfunctions or defects including faulty tap washers, flush valves, WC cisterns, faulty lights and obvious damage to building fabric to the Depot manager. | All Toilets and hand basins | | | Three times a day |
| 11. | Maintain Cleanliness by sweeping, cleaning and removal of litter. <ul style="list-style-type: none">• Spray with high pressure hose pipe• Blow with high pressure air blower• Clean & remove grid between platform & warehouse areas (at height adjuster plate)• Damp dusting of shelves and stock in Warehouse | Entrance, Receiving, and Issuing Platforms | | | Every Day Weekly |
| 12. | Deep cleaning of offices and warehouse <input type="checkbox"/> Spray & wipe surfaces with chemicals to kill germs & viruses. | In the offices and the warehouse | | | Once a month |
| 13. | Provision of (R/Bags) refuse bags on existing waste bins: <input type="checkbox"/> To supply general waste plastic refuse bags for: <ul style="list-style-type: none">- Heavy Duty bins- Small 5L refuse bins for each office and- Black wheel bins | Heavy Duty Bins | Transparent (5L Bins) | Black Wheel Bins | Daily |
| | | QTY | QTY | QTY | |
| | | 2 | 36 | 2 | |

**“ANNEXURE B”
Part 4
SPECIFICATION**

HYGIENE SERVICES

| Item Description | Quantity (No. of Units) | Frequency of Services (Per Month) | Responsibility |
|---|-------------------------------|---|--|
| Sanitary Bins service | 8 | Fortnightly | Hygiene Service Provider |
| Wall mounted Liquid Soap Dispenser and refill | 8 | To be refilled whenever empty | Hygiene Service Provider |
| Wall mounted (hand-dryer) Paper Dispenser with disposal pedal bins. | 6 | To be refilled whenever empty and paper towels be disposed by cleaning company. | Hygiene Service Provider |
| Urinals (Sensors) treatment, maintenance and refill | 2 | Fortnightly | Hygiene Service Provider |
| Wall mounted Air Fresheners and refill | 9 | Once per month | Hygiene Service Provider |
| Wall mounted Sani-wipe dispenser and refill | 10 | To be refilled whenever empty and disposed by cleaning company. | Hygiene Service Provider to provide training on disposal method. |

| NO. | ITEM DESCRIPTION | ALLOCATION/ POST | QUANTITY | ACTIVITY |
|-----|---|---------------------------------|------------|---|
| 1. | Sanitary Bins service | Ground Floor First floor | 6 2 | Sanitary bins shall be emptied and sanitized once in two weeks. In cases where a department has a larger number of female staff, the sanitary bins will be emptied and sanitized twice per week. i.e. Supply of sanitary bins and bags, collection and disposal of sanitary waste, sterilization of sanitary waste. |
| 2. | Wall mounted Liquid Soap Dispenser and refill | Ground Floor First floor | 6 2 | Wall mounted Soap dispensers to be replenished by the cleaning staff as and when necessary |
| 3. | Wall mounted (hand-dryer) Paper Dispenser and refill with disposal pedal bins | Ground Floor First floor | 4 2 | Wall mounted Hand Dryer paper towel dispenser with waste disposal pedal bins installed in toilet facilities as identified. Installation to conform to SANS 0142. |
| 4. | Urinals (Sensors) treatment, maintenance and refill | Ground Floor | 2 | Provision of a deodorizer that will last up to 30 days and a safe to handle which is designed to prevent embarrassing splash-back and reduces cleaning time. |
| 5. | Wall mounted Air Fresheners and refill | Ground Floor First Floor | 7 2 | Rental of Air Fresheners services (refilling) per month. Air Freshener units on the walls, toilets and washroom areas. The units must be battery operated and set to spray at regular intervals and must be refilled monthly. |
| 6. | Wall mounted Sani-wipe dispenser and refill | Ground Floor First Floor | 8 2 | Wall mounted Sanitary-wipes dispensers with quick drying seat wipes to be used on toilet seats, rims and flushing handles to be installed in each toilet, facility/cubicle |

INDEX

- 1. Description**
- 2. Definitions and Interpretations**
- 3. Standards**
- 4. Staffing Requirements**
- 5. General Requirements**
- 6. Cleaning Equipment, machinery and consumables**

| | | | |
|--|-----|----|------------|
| Experienced company in a large / industrial facility, attach Proof of References on an Official Client/Referee Letter Head confirming years of relevant experience, value of contract, clearly indicate or rate the performance of the bidder) <ul style="list-style-type: none"> 1 – 3 years (5) | Yes | No | Total 15 |
| | | | |
| | | | |
| | | | |
| Experienced supervisor in a large / industrial facility, attach Proof of References on a returnable Project Reference confirming years of relevant experience, value of contract, clearly indicate or rate the performance of the bidder (see Pg. 16 – 17). <ul style="list-style-type: none"> 1 – 3 years (10) 4 – 9 years (15) 10+ years and above (20) | Yes | No | Total 20 |
| | | | |
| | | | |
| | | | |
| Financial Capacity: Net worth of the Company (To attach audited Financial Statement or confirmation letter from reputable Financial Institution). <ul style="list-style-type: none"> R 200,000 – 10 points Above R200,000 - 15 points | Yes | No | Total 15 |
| | | | |
| The bidders must submit a proof that: - 1. There is sufficient capacity to administer the rendering of services at the sites tendered for and that sufficient employees are available or can be contracted for the facilities tendered for: <ul style="list-style-type: none"> An authentic copy of Payroll utilized on previous or existing contract (see Table1, Pg.18) (10) Proof of Employee Database (List of available workforce) – (see Table2, Page19) (10) | Yes | No | Total 20 |
| | | | |
| | | | |
| | | | |
| Total | | | 100 |
| N.B. Bidders MUST submit information on the template provided to be allocated points. Submission of information in any other format will result in points not allocated. | | | |

Note:

- A bidder that scores less than 70 points out of 100 in respect of functionality will be regarded as non-responsive bid and will be disqualified.
- Only bidders that obtain a minimum of 70 points will qualify for stage three, Pricing Evaluation and Specific Goals points.
- All points scored by qualifying bidders will not be taken into consideration for price evaluation.

NB: The reference letters of the company (not supervisor) must be attached separately.

PROJECT REFERENCE: SUPERVISOR
SITE SUPERVISOR REFERENCE RETURNABLE 1 OF 2

| | |
|----------------|---|
| Project Title: | PROVISION OF CLEANING SERVICES AT PE PHARMACEUTICAL DEPOT FOR 36 MONTHS |
| Bid No: | |

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and experience was completed successfully by the bidder.

| | |
|----|--------------------------|
| I, | (name & surname) |
| | (company name) |
| | (designation in company) |

declare that I was the recipient (client) of the stationed site supervisor following cleaning services which were executed by:

| | |
|--|------------------|
| | Name of Bidder |
| | Project Name |
| | Project Location |

| | | |
|--------------------|------------------|--------------------------|
| Commencement Date: | Completion Date: | Duration of the Contract |
| | | Contract Value |

| | |
|--|--------------------------------------|
| | No. of cleaners on the Project |
| | No. of Supervisor's on the Project. |
| | No. of Site Managers on the Project. |

- A. Please score the performance of the Bidders **SITE SUPERVISOR** on the abovementioned project by inserting "Yes" in only **one (1)** of the relevant boxes below:

*1 Refer to Assessment Definition

| INDICATOR | Not Effective | Partially Effective | Fully Effective | Highly Effective |
|---|---------------|---------------------|-----------------|------------------|
| Risk Management Assessment & Reporting | | | | |
| Use of Computerized Applications – Word, Outlook | | | | |
| Time Management | | | | |
| Communication of Site Manager (English & Xhosa / Afrikaans) | | | | |
| Independence of Site Manager | | | | |
| Administrative and Record Keeping skills | | | | |
| Report Writing Skills and Attention to Detail | | | | |
| Overall performance and Initiative | | | | |

1 ASSESSMENT DEFINITIONS

| Not Effective | Partially Effective | Fully Effective | Highly Effective |
|---|--|---|---|
| Performance does not meet the expected standard for the job. The rating reveals that the jobholder has achieved less than fully effective job results | Performance meets some of the standards expected for the job. The assessment indicates that the job holder has achieved less than fully effective results (Partially achieved) | Performance fully meets the standard expected in all areas of the job. The assessment indicates that the Site Manager has achieved minimum effective results against all of the job criteria and indicators as specified by the Client. | Performance far exceeds the standard expected from a Site Manager at this level. The assessment indicates that the Site Manager has achieved better than fully effective results against all of the job criteria and indicators as specified by the Client. |

- B. Would you consider / recommend the Site Supervisor working for the above mentioned bidder?

| YES | NO |
|-----|----|
| | |

Reason:

- C. Any other comments: - (please attach a separate page if the space below is not sufficient)

- D. Your contact details:

| | |
|-----------------------|----------------|
| Cellphone No: | FAX No: |
| Office Tel No: | |
| Email address: | |

*** Note to Bidder:

Referee (Client) will be contacted to verify the above, if the Referee is not contactable then **NO POINTS WILL BE AWARDED**

Stamped & Signed
by Referee
(CLIENT)

PAYROLL TEMPLATE

Table 1.

| NAMES | EMPLOYEE NO. | BASIC SALARY |
|--------------|---------------------|---------------------|
| | | |
| | | |
| | | |
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1. DESCRIPTION

The following paragraphs entail the requirements for the cleaning and related services at PE PHARMACEUTICAL DEPOT

2. DEFINITIONS AND INTERPRETATIONS

In this Specification/Terms of reference the following words and phrases shall have the following meanings unless the context otherwise requires.

| | | |
|------------------------------|---|--|
| Cleaning service | : | Means the cleaning and domestic service to be provided by the contractor pursuant to this Specification/Terms of reference. |
| Clinical Areas | : | Means the areas at the Depot premises used to provide Pharmaceutical Distribution Services where the need for high standards of cleaning is paramount on a day-to-day basis. |
| Areas | : | Means any of the office areas, storage areas, passages, Depot bases, Receiving and Dispatch areas, Parking bays, Stairways and lifts at PE PHARMACEUTICAL DEPOT premises. |
| Hygiene services | : | Means the hygiene service to be provided by the contractor pursuant to this Specification/Terms of reference |
| Materials | : | Means the products necessary for the provision of the cleaning services |
| Facilities Manager | : | Means facilities manager employed by PE PHARMACEUTICAL DEPOT to manage the facilities management related service at PE PHARMACEUTICAL DEPOT, including such parts delegated authority or person appointed to perform function on behalf of the facilities manager. |
| Office duties | : | Means the Office Admin duties to be carried out by the contractor. |
| Staff | : | Means those persons engaged or employed from time to time by the contractor to carry out the cleaning services |
| Service Standards | : | Means the service levels and criteria set out in this Specification/Terms of reference and the appendices to this Specification/Terms of reference. |
| Specialist cleaning Services | : | Means the periodic cleaning of walls and ceiling surfaces excluding the routine day-to-day cleaning of sanitary fittings and floors and spot wiping of walls and doors in such areas. |
| Authentic Payroll | : | Evince of undisputed origin not a copy; genuine. |

3. STANDARDS

3.1 Cleaning practice and all procedures and cleaning agents

Service providers are reminded that the services will be rendered in a Medicine Distribution Warehouse environment and the highest emphasis is placed upon infection control. Contractors will be expected to obtain approval from the Quality Assurance Division of the Pharmaceutical Depot for all cleaning agents used, all cleaning practices and procedures. This must be obtained in writing. Contractors must also note that practices and agents may need to be changed during the execution of the contract due to developments in the field and these will be negotiated in conjunction with the Facilities Manager.

ANY DISPENSERS INSTALLED IN BINS AND WHEELIE BINS USED IN VARIOUS STORES, OFFICES AND BATHROOMS WILL BE EMPTIED TO ENSURE HIGH HYGIENE AND COMPLIANCE WITH INFECTION CONTROL POLICIES. (Replacement of refuse bags will be in consultation of Quality Assurance).

3.2 Disinfectants

Disinfectants liquids of the coal-tar type shall comply with SABS 47. Disinfectants containing stabilized chlorine shall comply with SABS 643. Detergent-disinfectants based on stabilised inorganic chlorine compound shall comply with SABS 1032. Disinfectants for use in automatic dispensers to toilets and urinals shall comply with CKS 459.

Disinfectants used in clinical areas for trolley surfaces, etc. will be Biocide D or equally approved.

3.3 Cleaners

Ammoniated liquid detergent cleaners shall comply with SABS 1225. Acidic lavatory bowl cleaner in powder or granule form shall comply with SABS 1256 and liquid acid cleaner for sanitary ware shall comply with SABS 1257.

3.4 Antiseptic and Deodorising Agents (where applicable)

The antiseptic and deodorising dispenser will be programmable to dispense a fine odour neutralizing fragrance molecules to eliminate odour by means of canister refills (3000 metered sprays of concentrated fragrance or refill) to ensure consistent levels of long lasting freshness. The dispensing unit will be ergonomic in design and must be easy to wipe down and keep clean, battery driven complete with a LED warning to indicate low battery and refill. The unit shall be Steiner or equally approved.

Over and above the air sanitising unit all urinals in the Depot shall be supplied with deo-blocks (10 g) in the urinals. Deo-blocks must be replaced when it melts away and/or when the fragrance fades.

3.5 Floor Finishes

Vinyl tiles, sheet vinyl and linoleum flooring, shall be cleaned down with an approved water based floor stripper complying with SABS 1224 and two coats of an approved polymer metallised floor sealer complying with SABS 1042 applied in accordance with the manufacturer's instructions.

Tile, granite, terrazzo and marble floors, glazed and enamel surfaces are to be cleaned with approved detergents complying with SABS 525.

All cleaning and maintenance of floors shall be carried out in accordance with SABS Code of Practice 0170.

3.6 Antiseptic and Deodorising Agents dispenser / Deo-blocks

The antiseptic and deodorising dispenser will be programmable to dispenser sur fine odour fragrance molecules to eliminate odour by means of canister refills (3000 metered sprays of concentrated fragrance r refill) to ensure consistent levels of long lasting freshness. The dispensing unit will be agronomical in design and must be easy to wipe down and keep clean, battery drive complete with a LED warning to indicate low battery and refill. The unit shall be equivalent to Steiner or equally approved.

All urinals in the Depot shall be supplied with deo-blocks (10g). Deo-blocks must be replaced when it melts away and, or when the fragrance fades.

4. GENERAL REQUIREMENTS

4.1 Staffing Requirements

The successful service provider will be expected to provide the following minimum staffing functions: Bidders must note that a staff compliment at the Depot is to be survived by the service provider and consumables, machinery is to be provided by the service provider for the execution of the duties.

SERVICE LEVEL AGREEMENT ELEMENTS

The following elements will be reflected in the Service Level Agreements with penalties for non-compliance. Service providers will be provided with 100 demerit points from which transgressions will be reduced. Upon reaching 0 (zero) the contract will be terminated:

| No. | Description | Penalty | Demerit points |
|-----|---|----------------------------|--------------------|
| 1. | Use of cleaning agents not complying with standards and/or Specification/Terms of reference | R2,000.00 per incident | 20 per incident |
| 2. | Non-compliance with cleaning programme | R1,000.00 per occurrence | 10 per occurrence |
| 3. | Non-compliance with deep cleaning programme | R3,000.00 per occurrence | 30 per occurrence |
| 4. | Failure of infection control due to inadequate cleaning processes | R15,000.00 per institution | 30 per institution |
| 5. | Failure to comply with reactive cleaning requirements | R2,000.00 per incident | 20 per incident |
| 6. | st infestation due to inadequate control measures | R10,000.00 per occurrence | 10 per occurrence |
| 7. | Non removal of waste as specified | R1000,00 per incident | 10 per incident |
| 8. | Inability to control consumables and material | R1,000.00 per incident | 10 per incident |
| 9. | Use of unsafe equipment non-complying to Occupational Health and Safety Act | R1,000.00 per incident | 10 per incident |
| 10. | Unsafe handling of equipment | R500.00 per incident | 5 per incident |

| INFORMATION REQUIRED FROM THE BIDDER | | | | |
|---|--------|--|-----|--|
| Do you fully comply in relation to remuneration determined by the Department of labour? | Yes/No | | | |
| Remuneration for cleaner | Min | | Max | |
| Remuneration for cleaning supervisor | Min | | Max | |
| FAILURE TO POPULATE ABOVE TABLES MAY INVALIDATE YOUR BID | | | | |

- NB: SERVICE PROVIDERS WILL BE EXCTED TO MAKE USE OF LOCAL (OR TAMBO DISTRICT NELSON MANDELA BAY METRO MUNICIPALITY) LABOUR AS MUCH AS POSSIBLE ESCIALLY WITH REGARD TO LOWER LEVELS/RANKS.**
- THE SERVICE PROVIDER WILL BE EXCTED TO PROVIDE STAFF UNIFORMS/ RSONAL PROTECTIVE EQUIPMENT ADEQUATE FOR INFECTION CONTROL AND NAME TAGS TO ITS OWN RSONNEL/STAFF FOR PROR IDENTIFICATION.**

The contract in total is to be managed centrally from PE PHARMACEUTICAL DEPOT.

The successful bidder will be required to enter into a written Contract/SLA with PE PHARMACEUTICAL DEPOT, this contract will contain performance penalties based on the service level agreements based on Part 4 – Specifications. These penalties will be negotiated by all parties prior to the signing of the above contract.

Name of authorized bidder: _____

Signature: _____

Date: _____

Schedule A
Government Procurement
General Conditions of Contract

Annexure A

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 (GCC) 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
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is 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 on 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
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the

bidding documents and Terms of Reference.

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

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

7. Performance Security

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

**8. Inspections,
tests and
analyses**

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

- improve 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 Terms of Reference) 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 and 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its

subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its 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 committing 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.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dump 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 favorable 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.

| | | |
|-------------------------------|------|---|
| | 28.1 | 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 prior 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. |

Part 5 – Schedule B
Application for Tax Clearance Certificate
TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING: -

1. The Department of Health will verify the tax compliance status of bidders on the central Supplier Database (CSD) for all price quotations and competitive bids exceeding the value of R30 000 (Vat inclusive) prior to award as per National Treasury Instruction no 4A of 2016/17 Central Supplier Database.

Part 5 - Schedule C

SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(SERVICES)**

PE PHARMACEUTICAL DEPOT

| | |
|---------------------------|--|
| Bidder No. | |
| Bidder Description | PROVISION OF CLEANING SERVICES AT PE PHARMACEUTICAL DEPOT FOR A RIOD OF 36 MONTHS |

| | |
|-----------------------|--|
| Name of Bidder | |
|-----------------------|--|

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.
SCHEDULE OF PRICES.**

PE PHARMACEUTICAL DEPOT

| No. | DESCRIPTION | UNIT | MONTHLY | YEAR1 | YEAR2 | YEAR3 |
|------------|---|-------------|----------------|--------------|--------------|--------------|
| 1. | Cleaning Services – No of staff required | 9 | | | | |
| 2. | Provision of Management Services for the Cleaning staff (supervision) | 1 | | | | |
| 3. | Provision of all cleaning and Hygiene machinery & Equipment, etc. for the cleaning contract, see Annexure A | As per bid | | | | |
| 4 | Provision of all cleaning, Hygiene, detergents, disinfectants consumables, etc. for the cleaning contract See Annexure B | As per bid | | | | |
| | Sub Total | | | | | |
| | VAT | | | | | |
| | TOTAL BID PRICE | | | | | |

Total Bid Price in words:

Does the offer comply with the specification(s)?

*YES/NO

- If not to specification, indicate deviation(s)
- period required for delivery of services As soon as possible (Y/N)
- Delivery: *Firm/not firm

**** Price must include "all applicable taxes" i.e. value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

Signature of authorized member of bid company

Name of authorised member of bid company

Date:

GENERAL NOTE TO BIDDERS:

- **Bidders should note that the Department reserves the right to execute the contract as a whole or only parts thereof.**
- **If blanks are left it will be deemed to be included in the price of another item**
- **The total tendered price will be deemed the final price.**

| COMPULSORY INFORMATION REQUIRED FROM THE BIDDER | | | | |
|--|--------|--|-----|--|
| Do you fully comply with in relation to remuneration determined by the Department of Labour? | Yes/No | | | |
| Remuneration for cleaner | Min | | Max | |
| Remuneration for cleaning supervisor | Min | | Max | |
| FAILURE TO POPULATE ABOVE TABLES MIGHT INVALIDATE YOUR BID | | | | |

| | | |
|--|-----|--|
| Please Confirm that you are authorized by your company to sign this form by signing next to the YES. | YES | |
|--|-----|--|

| | | |
|-----------------|-------------------------------|-------------------------------|
| Signed | Authorised Signatory 1 | Authorised Signatory 2 |
| Name | | |
| Position | | |
| Date | | |

Please indicate what percentage (%) of the following makes up your cost structure (indicate where applicable):

| Cost Element | Percentage (%) |
|-------------------------------------|----------------|
| Labour | |
| Material: | |
| Imported | |
| Local | |
| Cost Element | percentage (%) |
| General & Administrative Overheads: | |
| Fixed | |
| Variable | |
| Transport | |
| Other (Specify) | |
| Profit | |

Part 5 – Schedule D
Declaration of Interest

SBD4

BIDDER'S DISCLOSURE

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 interest¹ in the enterprise, employed by the state? **YES/NO**

- 1.1.1 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 |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

¹ 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.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Schedule G
Qualifications and Experience

1. Details of the extent of the bidder's activities and business, e.g. branches etc:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract period Contact person & Tel No.

(Please provide contactable reference)

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below:

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.

2.

Part 5 – Schedule H
Organisation ty

PARTNERSHIP/CLOSED CORPORATION/COMPANY
(delete which is not applicable)

The bidder comprises of the following partners/members/directors :

1. NAME _____
ADDRESS : _____
ID NUMBER: _____

2. NAME : _____
ADDRESS : _____
ID NUMBER: _____

3. NAME : _____
ADDRESS : _____
ID NUMBER: _____

4. NAME : _____
ADDRESS : _____
ID NUMBER: _____

5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule I
Organizational structure

- [illegible]

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of :

1.

1.

2.

Part 5 – Schedule J
Details of Supplier's Nearest Office

1. Physical address of supplier's office

- 1 Telephone No of office: _____

- 2 Time riod for which such office has been used by supplier : _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.

2.

**Part 5 – Schedule K
Financial Particulars**

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution and /or Stamped Audited Financial Statements must be submitted with the bid.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service : _____
 Name of bidder: _____
 Bid Number: _____

| | |
|--|--|
| | <u>FINANCIAL POSITION OF BIDDER</u> |
| | <p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favorably consider such application in the event that the bidder is successful, will also satisfy the Department.</p> |
| NAME OF FINANCIAL INSTITUTION | |
| ADDRESS | |
| TEL.NO | |
| FAX NO | |
| CONTACT PERSON | |

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of :

1.
2.

Part 5 – Schedule L
Preference Points Claim Forms in terms of the Preferential Procurement Regulations, 2022

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESCT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|--------|
| PRICE | 80 |
| SCIFIC GOALS | 20 |
| Total points for Price and SCIFIC GOALS | 100 |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SCIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for scific goals for both the 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated in the table below.

(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| Historically Disadvantaged Individuals - Race | 20% (4) | |
| Historically Disadvantaged Individuals - Women | 20% (4) | |
| Historically Disadvantaged Individuals – Disability | 20% (4) | |
| Youth | 20% (4) | |
| Locality Ownership – Eastern Cape = 4 - Outside Eastern Cape = 0 | 20% (4) | |
| Total | 20 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TY OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

