


<b>FTENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 1 of 22

**TENDER NO: 343S/2022/23**

**TENDER DESCRIPTION: THE PROVISION OF OCCUPATIONAL HEALTH AND VACCINATION SERVICES TO SUPPORT THE CURRENT OH SERVICES RENDERED TO EMPLOYEES OF THE CITY OF CAPE TOWN**

**CONTRACT PERIOD: From Commencement of Contract until 30 June 2027**

## VOLUME 1: TENDERING PROCEDURES

**CLOSING DATE:** 22 May 2022

**CLOSING TIME:** 10:00 a.m.

**TENDER BOX  
NUMBER:** 134

**TENDER FEE:** **R 200** Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
<b>NAME of</b> Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

TENDER SERIAL NO.:
<b>SIGNATURES OF CITY OFFICIALS AT TENDER OPENING</b>
<b>1</b>
<b>2</b>
<b>3</b>

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## VOLUME 1: THE TENDER

### (1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : 21 April 2023
- CLARIFICATION MEETING** : Monday, 08 May 2023 at 09:00 a.m.  
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** :
- [HTTPS://MEET.CAPETOWN.GOV.ZA/KEIKENAMETSI.NTABA/7S7S743T](https://meet.capetown.gov.za/keikenametsi.ntaba/7S7S743T)
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **"TENDER NO. 343S/2022/23 – THE PROVISION OF OCCUPATIONAL HEALTH AND VACCINATION SERVICES TO SUPPORT THE CURRENT OH SERVICES RENDERED TO EMPLOYEES OF THE CITY OF CAPE TOWN"** the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

**CCT TENDER REPRESENTATIVE:** **Name:** Dr Motselisi Mokhobo  
**Email:** [MotselisiLerato.MokhoboMorojele@capetown.gov.za](mailto:MotselisiLerato.MokhoboMorojele@capetown.gov.za)

**TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'**

## (2) CONDITIONS OF TENDER

### 2.1 General

#### 2.1.1 Actions

**2.1.1.1** The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

**The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.**

**Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.**

**2.1.1.2** The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**2.1.1.3** The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

#### 2.1.2 Interpretation

**2.1.2.1** The additional requirements contained in the returnable documents are part of these Conditions of Tender.

**2.1.2.2** These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

#### 2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

#### 2.1.4 The CCT's right to accept or reject any tender offer

**2.1.4.1** The CCT may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or
- (e) the parties are unable to negotiate market related pricing.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

## 2.1.5 Procurement procedures

### 2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

**The CCT intends to appoint one tenderer per section (the highest ranked tenderer (“the winner”) and in addition an “alternative tenderer” per section for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers per section, or not to appoint any tenderers at all.**

**Section A, B, C will each be awarded separately. Bidders must clearly indicate which section they are bidding for: either section A or B or C or two of them or all three sections. All line items in each section chosen must be completed and quoted for.**

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a “winner-takes-all” basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer (“the winner”), and only if he refuses (or is unable to provide the services in the time frames as per the specifications), will the work be offered to the alternative bidder by the contract Manager.

**The contract period shall be from commencement of contract until 30 June 2027**

### 2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

### 2.1.5.3 Nomination of Alternative Bidder

Alternative Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

## 2.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

### 2.1.6.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

### 2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i. Must be in writing
  - ii. It must set out the reasons for the appeal
  - iii. It must state in which way the Appellant's rights were affected by the decision;
  - iv. It must state the remedy sought; and
  - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

### 2.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time

or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

**2.1.6.4** All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

**The City Manager** - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

**Via post at:** Private Bag X918, Cape Town, 8000

**Via fax at:** 021 400 5963 or 021 400 5830

**Via email at:** [MSA.Appeals@capetown.gov.za](mailto:MSA.Appeals@capetown.gov.za)

**2.1.6.5** All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

**The City Manager** - C/o the Manager: Access to Information Unit, Corporate Services Directorate

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

**Via post at:** Private Bag X918, Cape Town, 8000

**Via fax at:** 086 202 9982

**Via email at:** [Access2info.Act@capetown.gov.za](mailto:Access2info.Act@capetown.gov.za)

**2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).**

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employer's assurance provider and Appeal Authority.

#### **2.1.7 City of Cape Town Supplier Database Registration**

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website [www.capetown.gov.za](http://www.capetown.gov.za) (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

#### **2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

## 2.2 Tenderer's obligations

### 2.2.1 Eligibility Criteria

**2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.**

#### 2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

#### 2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Details of Tenderer** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage,
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

#### 2.2.1.1.3 Mandatory Requirements

- The Occupational Health Nurse Practitioner (OHNP) must be qualified in Nursing and hold an additional qualification in Occupational Health recognised by the South African Nursing Council (SANC) and the registration with the relevant professional body **must** be valid.
- The Occupational Medicine Practitioner (OMP) must be qualified in Medicine and hold an additional qualification in Occupational Medicine recognised by the Health Professions Council of South Africa (HPCSA) and registration with the relevant professional body **must** be valid

**Failure to provide proof professional registration will deem the bidder non-responsive.**

#### 2.2.1.1.4 Compulsory clarification meeting Not Applicable

**2.2.1.1.5 Minimum score for functionality**

Refined to give specific number of years in experience, to accommodate months experience.

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

**Section A**

<b>Evaluation Criteria</b>	<b>Applicable values/points</b>	<b>Weight</b>
Track Record Schedule 14A (Refer to Specifications)	Number of occupational health projects projects/services implemented/provided in the last 5 years:  1 - 3 occupational health projects (10 points) 4 - 6 occupational health projects (20 points) more than 6 occupational health projects (30 points)	30
No .of staff Schedule 14B (Refer to Specifications)	<b>Occupational Medicine Practitioners (OMPs):</b> 1 .....5 points 2.....10 points 3 or more .....15 points  <b>Occupational Health Nurse Practitioners (OHNPS):</b>  1-2 .....5 points 3 .....10 points  <b>Occupational Health Medical administrators:</b> 1.....5 points 2.....10 points 3 or more.....15 points	15  10  15
Staff Relevant Experience (Attach CVs) Schedule 14C  (Refer to Specifications)	<b>Occupational Medicine Practitioners (OMPs)</b>  <1 year.....0 points 1-5years .....5 points >5 years .....10 points  <b>Occupational Health Nurse Practitioners (OHNPs)</b>  <1 year.....0 points 1-5years .....5 points >5 years .....10 points  <b>OH administrators:</b>  <1 year.....0 points 1-5 years .....5 points >5 years .....10 points	10  10  10
<b>Total</b>		<b>100</b>

The minimum qualifying score for functionality is **60** out of a maximum of **100**



## Section B

<b>Evaluation Criteria</b>	<b>Applicable values/points</b>	<b>Weight</b>
Track Record Schedule 14 D <b>Refer to Specifications</b>	Number of occupational health(OH) projects projects/services implemented/provided in the last 5 years:  1 - 3 OH projects.....10 points 4 - 6 OH projects .....20 points > 6 OH projects.....30 points	30
No. of staff Schedule 14E <b>Refer to Specifications</b>	<b>Occupational Medicine Practitioners (OMPs):</b>  1-2 .....10 points >2.....20 points  <b>Occupational Health Nurse Practitioners (OHNPS)</b>  <3.....0 points > 3-5 .....10 points >5 .....20 points	20  20
Staff Relevant Experience (attach CVs) Schedule 14 F <b>Refer to Specifications</b>	<b>Occupational Medicine Practitioners (OMPs)</b>  <1 year..... 0 points >1-3years .....10points >3 years .....15 points (Average score will be used dependent on the total number)  <b>Occupational Health Nurse practitioners (OHNPs)</b>  <1 year .....0 points >1-3years..... 10 points >3 years ..... 15 points (Average score will be used dependent on the total number)  (Average score will be used dependent on the total number)	15  15
<b>Total</b>		<b>100</b>

The minimum qualifying score for functionality is **60** out of a maximum of **100**

## Section C

Evaluation Criteria	Applicable values/points	Weight
Company track Record Schedule 14G  <b>Refer to Specifications</b>	Number of Occupational Health(OH) projects/services implemented/provided:  <1 year OH projects..... 0 points >1- 4 years OH projects.....10 points >4-6 years OH projects..... 25 points >6 years OH projects..... 45 points	45
OMP Relevant Experience  (Attach CV) Schedule 14 H <b>Refer to Specifications</b>	OMP relevant experience: <1 year.....0 points >1-3 years.....10 points >3 years.....30 points	30
OHNP experience (Attach CV) Schedule 14 J <b>Refer to Specifications</b>	OHNP relevant experience: <1 year..... 0 points 1-3 years..... 10 points >3 years.....25 points	25
<b>Total</b>		<b>100</b>

The minimum qualifying score for functionality is **60** out of a maximum of **100**

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given under specifications (Schedule 14).

Schedule 14 **must** be completed in full, as information provided will be utilized for the functionality scoring

Curriculum Vitae must be attached clearly indicating experience as proof to score staff experience, and must speak directly to Schedule 14J.

#### 2.2.1.1.6 Local production and content

Not applicable

#### 2.2.1.1.7 Pre-qualification criteria for preferential procurement

Not applicable

#### 2.2.1.1.8 Provision of samples

Not applicable

#### 2.2.2 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

### **2.2.3 Check documents**

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

### **2.2.4 Confidentiality and copyright of documents**

The City of Cape Town (City) respects the privacy rights of all persons who participate in the City's procurement procedures. All personal information of the bidder, City and their employees are will be processed in accordance to the Protection of Personal Information Act 4 of 2013 (POPIA).

Personal information of bidders will only be processed for purposes of tendering procedures and the associated processing operations, or, for any other legitimate purpose relating to City functions.

Personal information of City employees will only be processed for purposes of executing the obligations of the contract and the associated processing operations, or, for any other legitimate purpose relating to City and/or service provider functions.

All matters will be treated as confidential and Treat as confidential all matters arising in connection with the tender. You may use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **2.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **2.2.6 Acknowledge and comply with notices**

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

### **2.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

### **2.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

### **2.2.9 Pricing the tender offer**

**2.2.9.1** Comply with all pricing instructions as stated on the Price Schedule.

### **2.2.10 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### **2.2.11 Alternative tender offers**

**2.2.11.1** Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly

marked “Alternative Tender” in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT’s standards and requirements.

**2.2.11.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

#### **2.2.12 Submitting a tender offer**

**2.2.12.1** Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

**2.2.12.2** Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**2.2.12.3** Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

<b>Part</b>	<b>Heading</b>
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

**2.2.12.4** Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

**2.2.12.5** Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the CCT’s address and identification details stated in the General Tender Information, as well as the tenderer’s name and contact address.

**2.2.12.6** Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

**2.2.12.7** Accept that the CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**2.2.12.8** Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

**2.2.12.9** By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

**2.2.12.10** Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

**2.2.12.11** The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

**2.2.13 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CCT as non-responsive.

**2.2.14 Closing time**

**2.2.14.1** Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

**2.2.14.2** Accept that, if the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

**2.2.14.3** Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

**2.2.15 Tender offer validity and withdrawal of tenders**

**2.2.15.1** Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

**2.2.15.2** Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

**2.2.15.3** A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit

as security for any such expenses or loss.

#### **2.2.16 Clarification of tender offer, or additional information, after submission**

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

#### **2.2.17 Provide other material**

**2.2.17.1** Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

**2.2.17.2** Provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

**2.2.17.3** Tenderers undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

#### **2.2.18 Samples, inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.

If the **Specification** requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

#### **2.2.19 Certificates**

The tenderer must provide the CCT with all certificates as stated below:

##### **2.2.19.2 Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

#### **2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

#### **2.2.21 Claims arising from submission of tender**

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

## 2.3 The CCT's undertakings

### 2.3.1 Respond to requests from the tenderer

**2.3.1.1** Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

**2.3.1.2** The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

### 2.3.2 Issue Notices

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

### 2.3.3 Opening of tender submissions

**2.3.3.1** Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

**2.3.3.2** Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices indicated.

**2.3.3.3** Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

### 2.3.4 Two-envelope system

**2.3.4.1** Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

**2.3.4.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

### 2.3.5 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### 2.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.



### **2.3.7 Test for responsiveness**

**2.3.7.1** Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**2.3.7.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

### **2.3.8 Arithmetical errors, omissions and discrepancies**

**2.3.8.1** Check the responsive tenders for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Price Schedule; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
  - ii) the summation of the prices; or
  - iii) calculation of individual rates.

**2.3.8.2** The CCT must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

**2.3.8.3** In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

### 2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

### 2.3.10 Evaluation of tender offers

#### 2.3.10.1 General

**2.3.10.1.1** Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

**2.3.10.1.2** For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

**2.3.10.1.3** Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

#### 2.3.10.2 Decimal places- Main Change

Score financial offers, preferences and functionality, as relevant, to two decimal places.

#### 2.3.10.3 Scoring of tenders (price and preference)

**2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 5)**

**Each section will be scored separately**

- based on the sum of the prices/rates in relation to the estimated quantities.

**2.3.10.3.2** Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

**2.3.10.3.3** The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

#### 2.3.10.3.4 Applicable formula:

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and

including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

**Either the 80/20 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preferences**

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

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

Where: Ps is the number of points scored for price;  
Pt is the price of the tender under consideration;  
Pmin is the price of the lowest responsive tender.

Preference points shall be scored as follows:

**HDI COMPLIANCE WITH SECTION 2(1)(d)(i) OF THE ACT**

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence
	<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>		
1	<b>Gender are women (ownership)*</b> 50% or more than women ownership= 10 points Equal/Less than 50% women ownership = 5 points 0% women ownership = 0 points	10	<ul style="list-style-type: none"> <li>• Company Registration Certification</li> <li>• Identification Documentation</li> <li>• CSD report</li> </ul>
2	<b>Race are black persons (ownership)*</b> 50% or more than black ownership = 10 points Equal/Less than 50% black ownership = 5 points 0% black ownership = 0 points	10	<ul style="list-style-type: none"> <li>• Proof of B-BBEE certificate;</li> <li>• Company Registration Certification</li> <li>• Identification Documentation.</li> <li>• CSD report</li> </ul>

## ACCEPTABLE EVIDENCE FROM BIDDERS CLAIMING POINTS FOR SPECIAL GOALS

In order to confirm/verify the specific goals claimed by a bidder, the following documentation will be deemed acceptable and must be submitted with the RFQ/tender document or upon request by the City:

Specific Goals	Evidence	Additional guidance
<b>Gender</b>	Company Registration Certification	Issued by the Companies and Intellectual Property Commission, indicating the % shareholding of all owners
	Identification Documentation	
	CSD report	
<b>Disability</b>	Proof of disability	Medical certificate/ SARS disability registration
	Company Registration Certification	Issued by the Companies and Intellectual Property Commission, indicating the % shareholding of all owners.
	Identification Documentation	
<b>Race</b>	Proof of B-BBEE certificate;	<i>Indicating the % black ownership:</i> <ul style="list-style-type: none"> <li>• SANAS approved certificate or Commissioned affidavit</li> </ul>
	Company Registration Certification	<i>Issued by the Companies and Intellectual Property Commission, indicating the % shareholding of all owners.</i>
	Identification Documentation.	
	CSD report	
<b>MSE – Micro and Small Enterprises</b>	Proof of B-BBEE status level of contributor;	<ul style="list-style-type: none"> <li>• Specifically in line with the respective Sector Codes which the company operates,</li> <li>• SANAS Approved certificate or Commissioned affidavit</li> </ul>
	South African owned enterprises;	Certificate of incorporation or Commissioned affidavit
	Financial Statement to determine annual turnover	

### 2.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities,

- managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

### **2.3.11 Negotiations with preferred tenderers**

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the Supply chain Policy, 2023 tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

### **2.3.12 Acceptance of tender offer**

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

**2.3.12.1** Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

**2.3.12.2** Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

**2.3.12.3** Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s):

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

**Section A**

**2.3.12.4** Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

**2.3.12.5** The CCT reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

**2.3.13 Prepare contract documents**

**2.3.13.1** If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

**2.3.13.2 Complete** the schedule of deviations attached to the form of offer and acceptance, if any.


**2.3.14 Notice to successful and unsuccessful tenderers**

**2.3.14.1** Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

**2.3.14.2** The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

**2.3.15 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 343S/2022/23**

**TENDER DESCRIPTION: THE PROVISION OF OCCUPATIONAL HEALTH AND VACCINATION SERVICES TO SUPPORT THE CURRENT OH SERVICES RENDERED TO EMPLOYEES OF THE CITY OF CAPE TOWN**

**CONTRACT PERIOD: From commencement, until 30 June 2027**

## VOLUME 2: RETURNABLE DOCUMENTS

TENDERER	
<b>NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual</b>	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

## VOLUME 2: RETURNABLE DOCUMENTS

### (3) DETAILS OF TENDERER

**1.1 Type of Entity** (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other: .....

**1.2 Required Details** (Please provide applicable details in full):

<b>Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor</b>	
<b>Trading as</b> (if different from above)	
<b>Company / Close Corporation registration number</b> (if applicable)	
<b>Postal address</b>	Postal Code _____
<b>Physical address</b> (Chosen domicilium citandi et executandi)	Postal Code _____
<b>Contact details of the person duly authorised to represent the tenderer</b>	Name: Mr/Ms _____ (Name & Surname)  Telephone:( ____ ) _____ Fax:( ____ ) _____ Cellular Telephone: _____ E-mail address: _____
<b>Income tax number</b>	
<b>VAT registration number</b>	
<b>SARS Tax Compliance Status PIN</b>	
<b>City of Cape Town Supplier Database Registration Number</b> (See Conditions of Tender)	
<b>National Treasury Central Supplier Database registration number</b> (See Conditions of Tender)	



Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
<b>Questionnaire to Bidding Foreign Suppliers</b>	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?  <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa?  <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa?  <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation?  <input type="checkbox"/> Yes <input type="checkbox"/> No

**(4) FORM OF OFFER AND ACCEPTANCE****TENDER NO: 343S/2022/23**

**TENDER DESCRIPTION – TENDER NUMBER TENDER DESCRIPTION:  
THE PROVISION OF OCCUPATIONAL HEALTH AND VACCINATION  
SERVICES TO SUPPORT THE CURRENT OH SERVICES RENDERED TO  
EMPLOYEES OF THE CITY OF CAPE TOWN**

**OFFER: (TO BE FILLED IN BY TENDERER):**

Required Details (Please provide applicable details in full):

<b>Name of Tendering Entity*</b> (“the tenderer”)	
<b>Trading as</b> (if different from above)	

**AND WHO IS** represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

**HEREBY AGREES THAT** by signing the *Form of Offer and Acceptance*, the tenderer:

- confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
- confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
- confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
- offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
  - terms and conditions stipulated in this tender document;
  - specifications stipulated in this tender document; and
  - at the prices as set out in the **Price Schedule**.
- accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

**FORM OF OFFER AND ACCEPTANCE (continued)****TENDER NO: 343S/2022/23****TENDER DESCRIPTION – TENDER NUMBER TENDER DESCRIPTION: THE PROVISION OF OCCUPATIONAL HEALTH AND VACCINATION SERVICES TO SUPPORT THE CURRENT OH SERVICES RENDERED TO EMPLOYEES OF THE CITY OF CAPE TOWN****ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		

Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

ONLY TO BE  
COMPLETED AT  
ACCEPTANCE STAGE

**FORM OF OFFER AND ACCEPTANCE (continued)****(TO BE FILLED IN BY THE CITY OF CAPE TOWN)****Schedule of Deviations****Notes:**

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject .....

Details .....

.....

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2 Subject .....

Details .....

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3 Subject .....

Details .....

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4 Subject .....

Details .....

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By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**(5) PRICE SCHEDULE**

**TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’**

### **Section A: Occupational Health *Locum* Services**

For a more detailed explanation of each item in the price schedule, please refer to the specifications.

ITEM	DESCRIPTION	UNIT	Firm Price (Excluding VAT) Year 1 (R)	Firm Price (Excluding VAT) Year 2 (R)	Firm Price (Excluding VAT) Year 3 (R)
<b>1</b>	<b>Occupational Medicine Practitioner: (as and when required)</b>				
1.1	Rate per hour	Hour			
1.2	Rate per week	Week			
1.3	Rate per month	Month			
<b>2</b>	<b>Occupational Health Nurse Practitioner: (as and when required)</b>				
2.1	Rate per hour	Hour			
2.2	Rate per week	Week			
2.3	Rate per month	Month			
<b>3</b>	<b>Occupational Health Medical Administrator: (as and when required)</b>				
3.1	Rate per hour	Hour			
3.2	Rate per week	Week			
3.3	Rate per month	Month			
<b>4</b>	<b>Travel costs</b>				
4.1	Use of light motor vehicle to travel to CCT facility to render services. <b>(As per Specifications)</b>	Per km		Not applicable	Not applicable

## Section B: Occupational Health and Vaccination Services

**NB:** For a more detailed explanation of each item in the price schedule, please refer to the specifications

ITEM	DESCRIPTION	UNIT	Firm Price (excluding VAT) Year 1 (R)	Firm Price (excluding VAT) Year 2 (R)	Firm Price (excluding VAT) Year 3 (R)
<b>1</b>	<b>Risk assessments/ Occupational Risk and Exposure Profiles (OREPS)/WASPS (as and when required)</b>				
1.1	<b>NEW</b> job specific risk assessment or hazard identification risk assessment (HIRA): for any job designation on request.	Price per assessment			
1.2	Draft and finalise <b>NEW</b> occupational risk & exposure profile (OREP) for any job designation on request	Price per OREP			
1.3	Draft and finalise a <b>NEW</b> worker allocated surveillance protocol (WASP) for any job designation on request.	Price per WASP			
1.4	<b>REVIEW any existing</b> job specific risk assessment or hazard identification risk assessment (HIRA): for any job designation on request	Price per assessment			
1.5	<b>REVIEW any existing</b> occupational risk & exposure profile (OREP) for any job designation on request	Price per OREP			
1.6	<b>REVIEW any existing</b> worker allocated surveillance protocol (WASP) on request.	Price per WASP			
<b>2</b>	<b>Occupational Health Advocacy Programme (as and when required)</b>				
2.1	Occupational Health related advocacy sessions (as and when required-as specified). (Minimum of ten persons per session)	Price per session			

3	Medical examinations, tests and assessments (as and when required)				
3.1	Fitness to work medicals with physical examination component conducted by <b>Occupational Health Nurse practitioner (OHNP)</b> .	Price per assessment			
3.2	Fitness to work medicals with physical examination component conducted by <b>Occupational Medicine Practitioner (OMP)</b> :	Price per assessment			
3.3	Medical surveillance assessments with physical examination component conducted by <b>OHNP</b> : Baseline/Initial, periodic or exit medicals.	Price per assessment			
3.4	Medical surveillance assessments with physical examination component conducted by <b>OMP</b> :	Price per assessment			
3.5	Full Professional driving permit medical (PDP) with physical examination component conducted by an <b>OMP</b>	Price per assessment			
3.6	Full Professional driving permit medical (PDP) with physical examination component conducted by a <b>General Practitioner</b> .	Price per assessment			
3.7	Other driver medicals: valid PDP council authority (CA) or Non-PDP CA medicals with physical examination component conducted by an <b>OHNP</b> .	Price per assessment			
3.8	Other driver medicals: valid PDP council authority (CA) or Non-PDP CA medicals with physical examination component conducted by a <b>General Practitioner</b> .	Price per assessment			



3.9	Lifting equipment or driven machinery medical with physical examination component conducted by an <b>OHNP</b> .	Price per assessment			
3.10	Lifting equipment or driven machinery medical with physical examination component conducted by an <b>OMP</b> .	Price per assessment			
3.11	<b>All in one medical</b> for medical surveillance and/or fitness to drive/operate machinery/lifting equipment and/or fitness to work/construction worker medical (with physical examination component by <b>OHNP</b> ).	Price per assessment			
3.12	<b>All in one medical</b> for medical surveillance and/or fitness to drive/operate machinery/lifting equipment and/or fitness to work/construction worker medical (with physical examination component by <b>OMP</b> ).	Price per assessment			
3.13	Incapacity/ work ability/ ill health retirement medical assessments by OMP	Price per assessment			
3.14	Personal protective equipment (PPE)/ alternative or special safety footwear medical assessments by OMP	Price per assessment			
3.15	Medical assessment for occupational disease including diagnosis & management (including completion of all COIDA documentation if applicable) by OMP.	Price per assessment			
3.16	Follow up medical consult (with Certification if applicable) by OHNP	Price per assessment			
3.17	Follow up medical consult (with certification if applicable) by OMP or GP	Price per assessment			

3.18	Follow up medical surveillance consultation (with certification if applicable) by OMP	Price per assessment			
3.19	OMP folder review of medical and/or tests done by OHNP	Price per assessment			
3.20	OHNP referral to OMP for medical assessment and review of case (OMP to see client)	Price per assessment			
3.21	Audiometry testing: baseline only (which includes <b>2 screening tests</b> as per SANS 10083:2021 edition 6 or latest versions, choose better one)	Price per set of two			
3.22	Audiometry testing (initial, screening or exit as per SANS 10083:2021 edition 6 or latest versions)	Price per assessment			
3.23	Calibration of kudu wave audiometry	Price per Kudu wave audiometry equipment calibrated			
3.24	Diagnostic audiograms including reports. A set of 2 diagnostic audiograms are required)	Price per set of two			
3.25	Spirometry (lung function) testing (as per SANS 451:2008 or latest version) including spirometry interpretation by OHNP.	Price per assessment			
3.26	Calibration of spirometry equipment 3 litre syringe (must include all costs such as couriers, etc.)	Price per calibration			
3.27	Vision screening with automated machine such as Keystone, etc. (including visual acuity, visual fields, depth perception, colour vision)	Price per assessment			
3.28	Calibration of automated vision screening machines (Keystones). must include all costs)	Price per vision machine calibration			

3.29	Vision screening test: Manual [including visual acuity (Snellen's or equivalent) , visual fields (confrontation tests or equivalent) , and colour vision (Ishihara charts)]	Price per assessment			
3.30	Colour vision tests using Ishihara charts or equivalent	Price per test			
3.31	Radiology: Chest X-ray PA & Lateral with report and digital copy	Price per test			
3.32	Radiology: HRCT Chest: High resolution CT (Computerised Axial Tomography) scan of the chest	Price per scan			
3.33	Resting 12 lead ECG: Including interpretation by Occupational medicine practitioner (OMP )	Price per assessment			
3.34	Stress ECG with interpretation by OMP	Price per assessment			
3.35	Urine pregnancy test	Price per test			
3.36	Urine dipsticks test (analysis to include specific gravity, pH, leucocytes, blood/haemoglobin/Nitrites/ Ketones/ Bilirubin/ Urobilinogen/ Protein/ Glucose)	Price per test			
3.37	Blood pressure test	Price per test			
3.38	Fingerpick blood glucose test	Price per test			
3.39	Urine 5 panel multi drug screening test for Cocaine (COC), T1K (mAMP), Ecstasy (MDMA), Heroin (OPI) and cannabis (THC).	Price per test			
3.40	Oral fluid drug test for cannabis (THC)	Price per test			
3.41	Echocardiogram with written cardiologist interpretation and report	Price per test			
3.42	Diving Medical Examiner (Level 1): Medical for fitness to dive	Price per assessment			

	<b>Class I diver</b> (Medical consultation only without any special investigations)				
3.43	Diving Medical Examiner (Level 1): Medical for fitness to dive <b>Class II diver</b> (Medical consultation only without any special investigations)	Price per assessment			
3.44	Diving Medical Examiner (Level 1): Medical for fitness to dive <b>Class III diver</b> (Medical consultation only without any special investigations)	Price per assessment			
3.45	Diving Medical Examiner (Level 1): Medical for fitness to dive <b>Class IV diver</b> (Medical consultation only without any special investigations)	Price per assessment			
3.46	Diving Medical Examiner (Level 1): Medical for fitness to dive <b>Class V diver</b> (Medical consultation only without any special investigations)	Price per assessment			
3.47	Diving Medical Examiner (Level 1): Medical for fitness to dive <b>Class VI diver</b> (Medical consultation only without any special investigations)	Price per assessment			
3.48	Other medical service or tests (Motivated by CCT OMP only)	Price per assessment to be quoted on request	Quote post award on request	Quote post award on request	Quote post award on request

4	Reports/ transport/ mobile clinic use(as per specifications)				
4.1	Medical surveillance feedback report to line management (Group feedback report).	Price per employee on the report			
4.2	Transport/ transfer of medical records/documents securely between service provider's office) and CCT occupational health centre/clinics and/or any CCT workplace ( <b>As per Specifications</b> )	Per km		Not Applicable	Not Applicable
4.3	Use of mobile clinic to render services from, at clients facility ( <b>As per specifications</b> )	Per km		Not Applicable	Not Applicable
4.4	Use of light motor vehicle (Code 8) to travel to client's facility to render services. ( <b>As per specifications</b> )	Per km		Not Applicable	Not Applicable

5	Vaccination Services				
5.1	Hepatitis B Vaccination	Per vaccine			
5.2	Tetanus Toxoid Vaccination	Per vaccine			
5.3	Rabies Vaccination	Per vaccine			
5.4	Hepatitis A/ Hepatitis B combination vaccine	Per vaccine (with both components)			
5.5	Other vaccines (motivated by CCT OMP)	Price per vaccine to be quoted on request	Quote post award on request	Quote post award on request	Quote post award on request
5.6	Hep A immunity blood test	Per test			
5.7	Hep B immunity blood test	Per test			
5.8	Rabies immunity blood test	Per test			

**Items 3.49 and 5.5: Any other medical assessment or test or vaccine not listed but required may be requested by a CCT Corporate OMP. A quote for that specific assessment or test or vaccine will be obtained prior to it being conducted. It will be at the City's discretion to proceed with the test based on the quotation received which should be in line with industry standard fees and/or market related. The CCT SCM Director or SCM BAC (where relevant) to approve any additional items post award.**

**SECTION C Fixed on site Occupational Health Services**

(To be completed with consideration to the specifications)

ITEM	DESCRIPTION	UNIT	Firm Price (excluding VAT) Year 1 (R)	Firm Price (excluding VAT) Year 2 (R)	Firm Price (excluding VAT) Year 3 (R)
<b>1</b>	<b>Risk assessments/ Occupational Risk and Exposure Profiles (OREPS) (as and when required)</b>				
1.1	<b>NEW</b> job specific risk assessment or hazard identification risk assessment (HIRA): for any job designation on request	Price per assessment			
1.2	Draft and finalise <b>NEW</b> occupational risk & exposure profile (OREP) for any job designation on request (based on risk assessment and job specifications/ description)	Price per OREP			
1.3	Draft and finalise a <b>NEW</b> worker allocated surveillance protocol (WASP) for any job designation on request. (To be based on the OREP & clearly state medical surveillance and/or fitness to work requirements) CCT Template may be provided or service provider template if authorised by CCT OHS.	Price per WASP			
1.4	<b>REVIEW any existing</b> job specific risk assessment or hazard identification risk assessment (HIRA): for any job designation on request	Price per assessment			
1.5	<b>REVIEW any existing</b> occupational risk & exposure profile (OREP) for any job designation on request (based on risk assessment and job specifications/ description)	Price per OREP			
1.6	<b>REVIEW any existing</b> worker allocated surveillance protocol (WASP) on request. (based on the OREP & clearly state medical surveillance and/or fitness to work requirements)	Price per WASP			

<b>2</b>	<b>Hazard education/ Risk Communication (as and when required)</b>				
2.1	Health Advocacy Programme, as specified. (minimum of 10 persons per session)	Price per session			
<b>3</b>	<b>Medical assessments and tests</b>				
3.1	Fitness to work medicals with physical examination component conducted by Occupational Health Nurse practitioner (OHNP)	Price per assessment			
3.2	Fitness to work medicals with physical examination component conducted by Occupational Medicine Practitioner (OMP)	Price per assessment			
3.3	Medical surveillance assessments with physical examination component conducted by OHNP	Price per assessment			
3.4	Medical surveillance assessments with physical examination component conducted by OMP (E.g. Lead, Asbestos)	Price per assessment			
3.5	Driver/ Lifting equipment or driven machinery medical assessment by OHNP	Price per assessment			
3.6	Driver/ Lifting equipment or driven machinery medical assessment by OMP	Price per assessment			
3.7	All in one medical for medical surveillance and/or fitness to drive and/or fitness to work/construction worker medical (with physical examination component by <b>OHNP</b> ). Medical to include history/ all questionnaires, psychological screen, weight, height, BMI (body mass index), blood pressure, pulse rate, fingerpick glucose, urine dipsticks, physical examination as required. One medical can be done for multiple outcomes and relevant certificates to be issued (driver fitness COF, Medical surveillance COF and/or fitness to work or construction workers COF or annexure 3)	Price per assessment			
3.8	All in one medical for medical surveillance and/or fitness to drive	Price per assessment			

	and/or fitness to work/construction worker medical (with physical examination component by <b>OMP</b> ). Medical to include history/ all questionnaires, psychological screen, weight, height, BMI (body mass index), blood pressure, pulse rate, fingerpick glucose, urine dipsticks, physical examination as required. One medical can be done for multiple outcomes and relevant certificates to be issued (driver fitness COF, Medical surveillance COF and/or fitness to work or construction workers COF or annexure 3)				
3.9	Incapacity/ work ability/ ill health retirement medical assessments by OMP	Price per assessment			
3.10	Personal protective equipment (PPE)/ alternative or special safety footwear medical assessments by OMP	Price per assessment			
3.11	Vision screening with automated machine such as Keystone or equivalent, etc. (including visual acuity, visual fields, depth perception, colour vision)	Price per assessment			
3.12	Audiometry testing: baseline only (which includes 2 screening tests as per SANS 10083:2021 edition 6 or latest versions, choose better one) with audiogram interpretation by OHNP	Price per assessment			
3.13	Audiometry testing (initial, screening or exit as per SANS 10083:2021 edition 6 or latest versions) with audiogram interpretation by OMP	Price per assessment			
3.14	Diagnostic audiograms including reports (as per circular instruction 171 and SANS 10083:2021 edition 6 or latest versions). A set of 2 diagnostic audiograms are required)	Price per set of two			
3.15	Spirometry (lung function) testing (as per SANS 451:2008 or latest version) including spirometry interpretation by OHNP.	Price per assessment			
3.16	Radiology: Chest X-ray PA & Lateral with report and digital copy	Price per test			
3.17	Radiology: HRCT Chest: High resolution CT (Computerised Axial Tomography) scan of the chest	Price per scan			
3.18	Resting 12 lead ECG: Including interpretation by Occupational medicine practitioner (OMP )	Price per assessment			



3.19	Stress ECG with interpretation by OMP	Price per assessment			
3.20	Urine 5 panel multi drug screening test for Cocaine (COC), T1K (mAMP), Ecstasy p (MDMA), Heroin (OPI) and cannabis (THC).	Price per test			
3.21	Standard Urine pregnancy test	Price per test			
3.22	Oral fluid drug test for cannabis (THC)	Price per test			

<b>4</b>	<b>ADMINISTRATIVE SERVICE AND OPERATION OF THE OH CLINIC/CENTRE</b>				
4.1	Occupational Health Services, Administrative Services and operation of the clinic including statistical reports and removal of hazardous medical/biological waste, as per the specifications	Price for entire service per month			

**Pricing Instructions:**

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.6 Provide fixed rates for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.7 Tenderers **must** provide all prices/rates for the Section(s) they choose to tender for.

INITIALS OF CITY OFFICIALS		
1	2	3

**(6) SUPPORTING SCHEDULES****Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

**This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.**

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms \_\_\_\_\_, of the authorised entity \_\_\_\_\_, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
  - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
  - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:  
 Account Holder: \_\_\_\_\_  
 Financial Institution: \_\_\_\_\_  
 Branch Code: \_\_\_\_\_  
 Account No.: \_\_\_\_\_
  - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
  - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

**Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.**

## Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing? (Please mark with X)

YES		NO	
-----	--	----	--

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
- (ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

YES		NO	
-----	--	----	--

- 2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

- 2.2 If YES, provide particulars:

---



---



---



---

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

YES		NO	
-----	--	----	--

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

YES		NO	
-----	--	----	--

4.1 If YES, furnish particulars below


The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature.....

Print name:.....

Date.....

On behalf of the tenderer (duly authorised)

## Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

### Definitions

The following definitions shall apply to this schedule:

- (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).

### 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 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{80/20}{P_{min}} (Pt - P_{min}) \right)$$

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 SPECIFIC 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 or 90/10 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 either the 80/20 or 90/10 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 either the 80/20 or 90/10 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 specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 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)
Gender	10	
Race	10	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE 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.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

For official use.		
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

## Schedule 4: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
  - 1.1 persons in the service of the state<sup>1</sup>, or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
  - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
  - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
    - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
    - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of tenderer or his or her representative:.....
  - 3.2 Identity Number:.....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>).....
  - 3.4 Company or Close Corporation Registration Number:.....
  - 3.5 Tax Reference Number.....
  - 3.6 VAT Registration Number:.....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars .....
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If yes, furnish particulars .....
    - 3.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
      - 3.10.1 If yes, furnish particulars .....
  - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.11.1 If yes, furnish particulars.....
  - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
    - 3.12.1 If yes, furnish particulars .....



- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars .....

- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars .....

- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars .....

- 3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars .....

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

\_\_\_\_\_  
Signature  
Print name:  
On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

**<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –**

- (a) a member of –**
  - (i) any municipal council;**
  - (ii) any provincial legislature; or**
  - (iii) the national Assembly or the national Council of provinces;**
- (b) a member of the board of directors of any municipal entity;**
- (c) an official of any municipality or municipal entity;**
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);**
- (e) an executive member of the accounting authority of any national or provincial public entity; or**
- (f) an employee of Parliament or a provincial legislature.**

**<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.**

## Schedule 5: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

YES		NO	
-----	--	----	--

- 1.1 If yes, the tenderer is required to set out the particulars in the table below:


2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES		NO	
-----	--	----	--

If yes, the tenderer is required to set out the particulars in the table below:


***Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, please contact the following:***

***the City's anti-corruption hotline at 0800 32 31 30 (toll free)***

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

\_\_\_\_\_  
Signature  
Print name:  
On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

## Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	<p><b>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.1.1	If so, furnish particulars:		
2.2	<p><b>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</b></p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.2.1	If so, furnish particulars:		
2.3	<p><b>Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

2.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

\_\_\_\_\_  
 Signature  
 Print name:  
 On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
 Date

## Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: \_\_\_\_\_  
(Name of tenderer)

### RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical <b>Business</b> address(es) of the tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

\_\_\_\_\_  
Signature  
Print name:  
On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

**Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation**

NOT APPLICABLE

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this **Tender No: 343S/2022/23 - The Provision Of Occupational Health And Vaccination Services To Support The Current Oh Services Rendered To Employees Of The City Of Cape Town** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : \_\_\_\_\_ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit a tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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, Act 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (PRINT)

(For and on behalf of the Tenderer (duly authorised))

**(<sup>1</sup> Consortium: 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.)**



## **Schedule 10: Price Basis for Imported Resources**

NOT APPLICABLE

**Schedule 11: Schedule of Pre-Qualification Criteria Sub-Contractors**

NOT APPLICABLE

## Schedule 12: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:

	<b>Date of Document</b>	<b>Title of Document or Description</b> (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

\_\_\_\_\_  
 Signature  
 Print name:  
 On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
 Date

### Schedule 13: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....

<b>Schedule 14: Information to be provided with the tender</b>
--

The following information shall be provided with the Tender

I) Section A only

Schedule 14 A) Bidders past experience/ track record

Schedule 14 B) Number of staff and experience

Schedule 14C) Staff experience

II) Section B only

Schedule 14 D Bidders past experience/ track record

Schedule 14 E Number of staff

Schedule 14 F Staff experience

III Section C only

Schedule 14 G Bidders past experience/ track record

Schedule 14 H Occupational Medicine Practitioner (OMP) experience as per specifications

Schedule 14 J Occupational Health Nurse practitioner (OHNP) experience

Tenderers only to submit schedule relevant to the section they are bidding for

**SIGNED ON BEHALF OF TENDERER:** .....

## Schedule 14A: Track record

### SECTION A: OCCUPATIONAL HEALTH LOCUM SERVICES

The tenderer shall indicate in the table below, all similar projects that have been successfully completed by the tendering entity in the past three years, or that are underway at present.

Where the entity tendering is a Partnership/ Joint Venture/ Consortium, the track record of each party to the joint venture must be set out in the table below or attached to in the same format. A score for each will be combined in proportion to the percentage contribution of each party to the Partnership/ Joint Venture/ Consortium.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT (specifically state service provided, e.g. OMP or OHNP or OHMA locum provided, full OHS, primary health care only, vaccination only or included, etc.	VALUE OF CONTRACT	CLIENT (include contact details)	DATE COMPLETED

**SIGNED ON BEHALF OF TENDERER:** .....

## Schedule 14B: Staff number and experience

The tenderer is referred to the Specification and/or Evaluation Criteria and shall insert in the spaces provided below:

- a) details of the key personnel (proposed team composition) required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be responsive;  
 b) the **Curriculum Vitae of each individual identified below must be attached.**

PERSONNEL						
NAME & SURNAME	PERMANENT (✓ if applicable)	NON- PERMANENT (✓ if applicable)	POSITION/ QUALIFICATION	YEARS OF EXPERIENCE	JOB DESIGNATION OR PROPOSED POSITION FOR THIS CONTRACT/ SERVICE	IN THE EMPLOY OF THE TENDERER: YES/NO

**SIGNED ON BEHALF OF TENDERER:** .....

The tenderer is referred to the Specification and/or Evaluation Criteria and shall insert in the spaces provided below:

a) details of the key personnel (proposed team composition) required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be responsive;

b) the **Curriculum Vitae of each individual identified below must be attached.**

[illegible]

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## Schedule 14D: Track record

### SECTION B: OCCUPATIONAL HEALTH AND VACCINATION SERVICES

The tenderer shall indicate in the table below, all similar projects that have been successfully completed by the tendering entity in the past three years, or that are underway at present.

Where the entity tendering is a Partnership/ Joint Venture/ Consortium, the track record of each party to the joint venture must be set out in the table below or attached to in the same format. A score for each will be combined in proportion to the percentage contribution of each party to the Partnership/ Joint Venture/ Consortium.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT (specifically state service provided, e.g. Vaccination service only, full OH services, primary health care only, etc.	VALUE OF CONTRACT	CLIENT (include contact details)	DATE COMPLETED

**SIGNED ON BEHALF OF TENDERER:** .....

## Schedule 14E: Staff number and experience

### SECTION B: OCCUPATIONAL HEALTH AND VACCINATION SERVICES

The tenderer is referred to the Specification and/or Evaluation Criteria and shall insert in the spaces provided below:

a) details of the key personnel (proposed team composition) required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be responsive;

b) the **Curriculum Vitae of each individual identified below must be attached.**

PERSONNEL						
NAME & SURNAME	PERMANENT (✓ if applicable)	NON- PERMANENT (✓ if applicable)	POSITION/ QUALIFICATION	YEARS OF EXPERIENCE	JOB DESIGNATION OR PROPOSED POSITION FOR THIS CONTRACT/ SERVICE	IN THE EMPLOY OF THE TENDERER: YES/NO

**SIGNED ON BEHALF OF TENDERER:** .....

## Schedule 14F: Staff experience

### SECTION B: OCCUPATIONAL HEALTH AND VACCINATION SERVICES

The tenderer is referred to the Specification and/or Evaluation Criteria and shall insert in the spaces provided below:

a) details of the key personnel (proposed team composition) required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be responsive;

b) the **Curriculum Vitae of each individual identified below must be attached.**

PERSONNEL						
NAME & SURNAME	PERMANENT (✓ if applicable)	NON- PERMANENT (✓ if applicable)	POSITION/ QUALIFICATION	YEARS OF EXPERIENCE	JOB DESIGNATION OR PROPOSED POSITION FOR THIS CONTRACT/ SERVICE	IN THE EMPLOY OF THE TENDERER: YES/NO

**SIGNED ON BEHALF OF TENDERER:** .....

<b>Schedule 14G: Details of Company Previous Experience/Track Record</b>
--

**SECTION C ONLY**

Relevant experience in providing the service required in the last 5 years.

Relevant Contract Description	Start Date Month and Year	End Date month and Year	Contact person	Contact D

**SIGNED ON BEHALF OF TENDERER:** .....

<b>Schedule 14H: OMP experience</b>
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**SECTION C ONLY****Details of Occupational Medicine Practitioner Experience (Must attach a CV)**


Name of Practitioner				
Relevant Qualification of Practitioner				
HPCSA Registration (Attached proof of valid certificate. Indicate Yes/No and Expiry Date of Certificate)				
Relevant Experience	Start date month & year	End date month & year	Contact Person (Contract Manager)	Contact Details

## Schedule 14 J: OHNP Experience

**SECTION C ONLY****Details of Occupational Health Nurse Practitioner Experience (Must attach a CV)**

Name of Practitioner				
Relevant Qualification of Practitioner				
SANC Registration (Attached proof of valid certificate. Indicate Yes/No and Expiry Date of Certificate)				
Relevant Experience	Start date month & year	End date month & year	Contact Person (Contract Manager)	Contact Details

**SIGNED ON BEHALF OF TENDERER:**.....

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>
<b>SUPPLY CHAIN MANAGEMENT</b>		
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**TENDER NO: 343S/2022/23**

**TENDER DESCRIPTION: TENDER DESCRIPTION: THE PROVISION OF OCCUPATIONAL HEALTH AND VACCINATION SERVICES TO SUPPORT THE CURRENT OH SERVICES RENDERED TO EMPLOYEES OF THE CITY OF CAPE TOWN**

**CONTRACT PERIOD: From Commencement of Contract until 30 June 2027**

## VOLUME 3: DRAFT CONTRACT

TENDERER	
<b>NAME of</b> Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

## VOLUME 3: DRAFT CONTRACT

### (7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

#### 1. Definitions

*Delete Clause 1.15 and substitute with the following*

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

*Delete Clause 1.19 and substitute with the following*

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System

*Delete Clause 1.21 and substitute with the following:*

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

*Add the following after Clause 1.25:*

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

#### 3. General Obligations

*Delete Clause 3.2 in its entirety and replace with the following clauses.*

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the



SCM Policy.

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

**5. Use of contract documents and information; inspection, copyright, confidentiality, etc.**

*Add the following after clause 5.4:*

5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

5.6 Publicity and publication  
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality  
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

5.8 Intellectual Property

5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

5.8.3 The supplier shall, and warrants that it shall:

5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

## **7. Performance Security (Not applicable)**

Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

## **8. Inspections, tests and analyses**

*Delete Clause 8.2 and substitute with the following:*

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

## **10. Delivery and documents**

*Delete clauses 10.1 and 10.2 and replace with the following:*

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

## **11. Insurance**

*Add the following after clause 11.1:*

11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the

bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

## **15. Warranty**

*Add to Clause 15.2:*

- 15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

## **16. Payment**

*Delete Clause 16.1 in its entirety and replace with the following:*

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

*Delete Clause 16.2 in its entirety and replace with the following:*

- 16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

*Add the following after clause 16.4*

- 16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

## **17. Prices**

*Add the following after clause 17.1*

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period

beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable: **(Not Applicable)**

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled **"Price Basis for Imported Resources"** and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled **"Price Basis for Imported Resources"** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled **"Price Basis for Imported Resources"**.

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled **"Price Basis for Imported Resources"** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled **"Price Basis for Imported Resources"**, then the value in column (A) shall be used.

17.53.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled **"Price Basis for Imported Resources"** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

### **18. Contract Amendments**

*Delete the heading of clause 18 and replace with the following:*

### **18. Contract Amendments and Variations**

*Add the following to clause 18.1:*

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

### **20. Subcontracts**

*Add the following after clause 20.1:*

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

### **21. Delays in the supplier's performance**

*Delete Clause 21.2 in its entirety and replace with the following:*

- 21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

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

**22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods 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 as stated herein for each day of the delay until actual delivery or performance.

Section A: The penalty for this contract shall be R200 per day if turnaround times for services required according to the specifications are not met

Section B: The penalty for this contract shall be R200 per day if turnaround times for services required according to the specifications are not met.

Section C: A penalty of 1% of the purchase order will be raised if the tenderer did not update the specific data pertaining to the medicals on the City of Cape Town's SAP EHS module on a monthly basis before or on the submission of the monthly invoice.

22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

**23. Termination for default**

*Delete the heading of clause 23 and replace with the following:*

**23. Termination**

*Add the following to the end of clause 23.1:*

if the supplier fails to remedy the breach in terms of such notice

*Add the following after clause 23.7:*

23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:

23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

**26. Termination for insolvency**

*Delete clause 26.1 and replace with the following:*

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 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**

*Amend clause 27.1 as follows:*

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

*Delete Clause 27.2 in its entirety and replace with the following:*

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

## **28. Limitation of Liability**

*Delete clause 28.1 (b) and replace with the following:*

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

*Add the following after clause 28.1:*

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:



- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

### **31. Notices**

*Delete clauses 31.1 and 31.2 and replace with the following:*

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the working day of delivery
  - b) sent by registered mail – five (5) working days after mailing
  - c) sent by email or telefax – one (1) working day after transmission

### **32. Taxes and Duties**

*Delete the final sentence of 32.3 and replace with the following:*

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

*Add the following after clause 32.3:*

- 32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

### **ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following Clause after Clause 34:*

### **35. Reporting Obligations.**

- 35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the schedule 14. Any failure in this regard may result in a delay in the processing of any payments.

**(8) GENERAL CONDITIONS OF CONTRACT**

(National Treasury - General Conditions of Contract (revised July 2010))

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

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the 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 the use of the goods or any part thereof by the purchaser.

## **7. Performance Security**

7.1 Within 30 (thirty) 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 the 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.

7.2 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 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the 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 the SCC.
- 10.2 Documents to be submitted by the supplier are specified in the 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 the SCC:

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

15.2 This warranty shall remain valid for 12 (twelve) 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 18 (eighteen) 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 the SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the 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 the 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 the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the 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 tendered by the supplier in his bid, with the exception of any price adjustments authorized in the 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 the 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 or her 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 of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

**22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract,

deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **23. Termination for default**

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

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

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the



State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she 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 or her.

**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 notify the purchaser promptly, 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 such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) 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 to the supplier.

**28 . Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

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

**29. Governing language**

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

**30. Applicable Law**

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

**31. Notices**

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

**32. Taxes and Duties**

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

**33. National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

**(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**

NOT APPLICABLE

**ANNEXURE****LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

## National Banks:

ABSA Bank Ltd.  
FirstRand Bank Ltd.  
Investec Bank Ltd.  
Nedbank Ltd.  
Standard Bank of SA Ltd.

## International Banks (with branches in SA):

Barclays Bank plc.  
Citibank n.a.  
Credit Agricole Corporate and Investment Bank  
HSBC Bank plc.  
JP Morgan Chase Bank  
Societe Generale  
Standard Chartered Bank

## Insurance companies:

American International Group Inc (AIG)Bryte Insurance Company Limited  
Coface SA  
Compass Insurance Company Limited  
Credit Guarantee Insurance Corporation of Africa  
Limited Guardrisk Insurance Company Limited  
Hollard Insurance Company Limited.  
Infiniti Insurance Limited  
Lombard Insurance Company Limited  
New National Assurance Company Limited  
PSG Konsult (previously Absa Insurance)  
Regent Insurance Company Limited  
Renasa Insurance Company Limited.  
Santam Limited

**(10) FORM OF ADVANCE PAYMENT GUARANTEE**

NOT APPLICABLE

**(10.1) ADVANCE PAYMENT SCHEDULE**

NOT APPLICABLE

**(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT****AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

..... ,  
 (Supplier/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.**

I, ..... , representing

..... , as an employer  
 in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at .....on the.....day of.....20....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatory**

Signed at ..... on the.....day of.....20 ....

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 for and on behalf of  
 City of Cape Town

**(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)**

*Logo*

*Letterhead of supplier's Insurance Broker*

Date \_\_\_\_\_

CITY OF CAPE TOWN  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8000

Dear Sir

**TENDER NO.: 343S/2022/23**

**TENDER DESCRIPTION: THE PROVISION OF OCCUPATIONAL HEALTH AND VACCINATION SERVICES TO SUPPORT THE CURRENT OH SERVICES RENDERED TO EMPLOYEES OF THE CITY OF CAPE TOWN**

NAME OF SUPPLIER: \_\_\_\_\_

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_ (Supplier's Insurance Broker)



## (13) SPECIFICATION(S)

**OHAS note:** The tender specification must include a section that deals with occupational health and safety and which must specifically indicate any risks/dangers in respect of the goods or services to be procured, to enable tenderers to formulate an appropriate health and safety plan to submit upon request to do so. The specification shall not contain any provisions which contradict or are already contained in the GCC and SCC.]

### 13.3 TRADE NAMES OR PROPRIETARY PRODUCTS

**TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’**

### **Section A: Occupational Health Staffing/ Locum Services**

The provision of locum staff to the CCT, depending on the service required, on an as needed basis, including the following:

- a) Occupational Health Nurse Practitioner (OHNP)
- b) Occupational Medicine Practitioner (OMP)
- c) Occupational Health Medical administrator

This service will primarily be used by the Corporate Occupational Health (OH) Services unit, as needed. However, this will be for transversal use by any CCT directorate, as needed.

The request for such services will usually be due to OH staff absenteeism, additional workload, special projects and/or vacancies.

The occupational health locum services are to be supplied as per the City of Cape Town policies and occupational health/medicine guidelines adopted by the City of Cape Town.

The services may be required at any of the following Occupational Health Centre locations:

- Cape Town
- Bellville
- Grassy Park
- Gordon's Bay

or at any other suitable CCT work location, if required.

#### **1. SERVICES THAT WILL/MAY BE REQUIRED FROM AN OCCUPATIONAL MEDICINE PRACTITIONER (OMP): (As and when required)**

- Locum services for the provision of an Occupational Medicine Practitioner for the time period as disclosed on receiving such request.
- Perform medical examinations, which may include pre-placement, initial, periodical, exit, fitness to work or drive and return to work medicals.
- Reviewing medical surveillance/tests results (E.g. spirometry, audiograms, blood results, etc.) and advising the City of Cape Town on necessary actions to be implemented.
- Evaluation of work related injuries and occupational diseases with recommendations for suitable case management.
- Evaluation of special and vulnerable occupational health groups with recommendations for suitable case management.
- Assess, evaluate and advise on incapacity cases providing recommendations for suitable case management.

- All required medicate certificates of fitness, reports, referrals, documents and/or other correspondence related to any assessments conducted where applicable.
- Assessments for alternative or special safety footwear or other personal protective equipment
- Draft, review and/or finalise risk assessments, occupational risk exposure profiles (OREPS) and/or worker allocated surveillance protocols (WASPS).
- Any other OMP based services that may be required shall form part of this tender.

**2. SERVICES THAT WILL/MAY BE REQUIRED FROM AN OCCUPATIONAL HEALTH NURSE PRACTITIONER (OHNP):**

- Locum services for the provision of an Occupational Health Nurse Practitioner for the time period as disclosed on receiving such request, as and when required.
- Conducting occupational health medicals, either doing components thereof or the full medical including the physical examination. These may include medical surveillance medicals (pre-placement, periodical and exit), inclusive of the required record keeping and administration.
- Performance of audiometry and/or spirometry as a certified provider.
- Conduct vision screening tests (manual and automatic when required)
- Conduct driver fitness to drive medicals (council authority/ lifting equipment/ driven machinery-excluding professional driving permits medicals)
- Appropriate referral of clients to the occupational medicine practitioner where necessary.
- All client preparation/vital signs/bedside tests as required.
- Administer vaccinations inclusive of adequate record keeping.
- All required medicate certificates of fitness, reports, referrals, documents and/or other correspondence related to any assessments conducted where applicable.
- Any other occupational health nurse based services, that may be required, shall form part of this tender.

**3. SERVICES THAT WILL/MAY BE REQUIRED FROM AN OCCUPATIONAL HEALTH MEDICAL ADMINISTRATOR**

- Locum services for the provision of an Occupational Health Medical administrator for the time period as disclosed on receiving such request, as and when required.
- Co-ordinating all appointments for occupational health medicals, tests or vaccinations.
- All administration related to providing an OH service.
- All data capturing, reports, registers or stats related to the OH service.
- **Any training required to use CCT SAP or other specific software will be provided where applicable by the CCT.**

**4. TRAVEL COSTS**

4.1 When the service provider's locum staff need to travel to a CCT facility to render services in a light motor vehicle (mobile clinic not needed). The Travel Cost indicated in the Pricing Schedule must be the fixed cost for the month of submission of the tender. During the contract, the Travel Cost for the contract will be adjusted on a monthly basis based on the **Statistical Release Consumer Price Index P0141, Table E**.

**5. ADMINISTRATIVE REQUIREMENTS:**

The service provider shall effect and maintain the necessary professional indemnity insurance in accordance with the scope of practice rendered during the course of this contract.

The occupational health locum service maybe required at any of the following Corporate Occupational Health locations:

- Cape Town
- Bellville
- Grassy Park
- Gordon's Bay

or at any other suitable CCT location if required.

This will be determined as and when the service is required.

Services are to be provided during normal operational working hours (8.00 am till 16.30pm).

The successful tenderer (or locum used) will be required to submit a timesheet to the relevant CCT OH centre/ facility manager (or designated staff) to sign off hours worked at the facility at each session. The tenderer or locum used must ensure that the signed timesheets are submitted with all invoices (unless alternative prior arrangement have been made).

The successful tenderer will be required to submit detailed invoices timeously to

[accountspayable.registry@capetown.gov.za](mailto:accountspayable.registry@capetown.gov.za).

For verification purposes, invoices **must** also be submitted to the relevant occupational health centre or facility manager in the geographical area where the service was provided along with all required supporting documents (e.g. timesheets, etc.).

Prices must be quoted in the units specified in the Price Schedule (Section A). All costs related to these specifications must be considered when rates are quoted for in the price schedule.

Invoices **must** at least contain the PO number, CCT OH clinic served, the locum name/surname and total hours worked.

Invoices **must** be sent at least monthly.

Statement of accounts must be sent at least monthly.

## 6. SERVICE PROVIDER CREDENTIALS / REQUIREMENTS / EXPERIENCE:

The practitioner must be qualified in medicine or nursing and hold an additional qualification in occupational health as recognised by the Health Professions Council of South Africa (HPCSA) or the South African Nursing Council (SANC), as applicable, and the registration with the relevant professional body must be valid.

The OHNP must have a certificate in Audiometry, Spirometry and Vision Screening and be registered with SASOHN as an Audiometrist

Proof of such qualification and registration must be provided (refer to schedule 14C). Please include with CVs.

Evidence is required of a proven track record in successfully delivering the required service within the public or private sector (refer to schedule 14A).

Confirmation of the service provider's ability to provide a locum/s must be confirmed in writing within 2 working days of receiving such request. If unable to provide the service requested, then the alternative service provider will be approached instead.

## 7. SERVICE PROVIDER STAFF AND TEAM COMPILATION:

Details of key personnel in the employment of the tenderer or specialist consultant/firm shall be provided for the tenderer to be responsive. Proof is necessary of suitable and required qualifications and relevant working experience.

- A layout of team compilation (Schedule 14C)
- Curriculum vitae for each member of the proposed locum personnel provided must be provided together with the quotation and must include information with regard to the applied skills, qualifications, necessary registrations, experience and level of responsibility.

In the case where a change in personnel occurs, the service provider shall duly inform the client providing all the necessary documentation confirming skills, qualifications, necessary registration and level of responsibility.

For scoring staff experience, the average score will be used dependent on the number of staff in that job designation.

E.g. OHNP=4 . Experience is 2 years, 3 years , 10 years and 15 years. Total experience in years is 30 years. Average experience is  $30/4=7.5$  years. Therefore in section A , score will be 10 and in section B, score will be 15

## Section B: Occupational Health and Vaccination Services

### I) Occupational Health Services

1. Background information

This specification provides for the provision of Occupational Health Services, as and when required, for a 3-year contract period. The Services shall in all respects comply with relevant South African related legislation (as amended from time to time).

2. Scope

The main demand for services are for fitness to drive or work medicals, construction worker medicals, medical surveillance medicals for at risk staff (usually done 2 yearly and based on risk assessment) and vaccination services. The rest of the services that may be required are outlined as per the items listed in the price schedule. Services will be requested on an as-required basis (ad hoc).

This will be for transversal use by all directorates within the CCT.

The CCT has approximately 35 000 permanent staff and an average of 35 000 temporary employees per year. All employees who drive a CCT vehicle require a driver medical. All at risk employees require a medical surveillance medical every 1 or 2 years. While the majority of permanent employees will be serviced by the CCT internal Occupational Health Centres, capacity constraints will require an estimated 50% of permanent staff to also be seen by the external service provider. All temporary staff will be serviced by the external service provider. There is however, no guarantee of services as all services will be on as-required basis.

3. **GENERAL LEGAL COMPLIANCE (THAT THE TENDERER SHOULD COMPLY WITH):**

Item	Indicate “yes” or “no”
Occupational Health and Safety Act (No. 85 of 1993) as amended, with regulations and relevant SANS codes	
National Health Act (No. 61 of 2003) as amended	
Health Professions Act (No. 56 of 1974) as amended	
Medicine and Related Substances Act (No. 101 of 1965) as amended	
National Road Traffic Act (No. 93 of 1996) , as amended	
Nursing Act (No. 33 of 2005) , as amended	
Labour Relations Act (No. 66 of 1995) , as amended	
Basic Conditions of Employment Amendment Act (No. 11 of 2002) , as amended	
Employment Equity Act (No. 55 of 1998) , as amended	
Skills Development Act (No. 97 of 1998) , as amended	

Compensation for Occupational Injuries and Disease Act (No. 130 of 1993), as amended	
Hazardous Substances Act (No. 15 of 1973) , as amended	
National Environmental Management Act (No. 107 of 1998) as amended	
NEM Waste Act (No. 59 of 2008) , as amended	
NEM Air Quality Act (No. 39 of 2004), as amended	
Tobacco Products Control Act (No. 83 of 1993), as amended	

#### 4. SERVICES

(Refer to price schedule for item numbers)

##### 4.1 (Item 1) Risk assessments/ Occupational Risk and Exposure Profiles (OREPS) / Worker Allocated Surveillance Protocols (WASPS):

4.1.1 Review existing/update or conduct NEW job specific Risk Assessments (HRAs) or Hazard identification risk assessments (HIRAs).

- HRAs/HIRAs must be based on legislative requirements
- Any occupational hygiene reports, legal reports, incident reports, audits
- An onsite visit to the workplace is required by the occupational health practitioner

4.1.2 Draft and finalise NEW or review and update existing occupational risk & exposure profile (OREP) for any job designation on request (based on risk assessment and job specifications/ description).

- CCT OREP template to be used (unless otherwise agreed upon).

4.1.3 Draft and finalise a NEW or Review and update an existing worker allocated surveillance protocol (WASP) for any job designation on request.

- To be based on the OREP & clearly state medical surveillance and/or fitness to work requirements.
- CCT Template to be used (service provider template may be used, only if authorised by CCT OHS).

4.1.4 All risk assessments/HIRAS, OREPS and WASPS to be done by an **OMP**.

4.1.5 The tenderer needs to provide a feedback session within two (2) weeks after completion of assessment of each operational unit (unless otherwise agreed).

4.1.6 The HIRA and/or OREP and/or WASP to be presented in a formal feedback presentation session and a written report submission. This must be included in the rate quoted.

4.1.7 A status report will be provided every three (3) months and at the end of the contract respectively indicating progress made with the programme above.

4.1.8 All scheduling as required must be done by the tenderer and the line department in relation to the assessments to be conducted. All scheduling must take place 2 weeks in advance.

4.1.9 OMP to provide advice and recommendations on reports of specialist studies, surveillance reports and hygiene surveys when required.

4.1.10 All the above requirement need to be considered when providing rates per assessment for price schedule items under 1.

##### 4.2 Advocacy Programme (Item 2)

4.2.1 Design an Occupational Health related advocacy programme on specific topics based on trends and/or risks identified in HIRAS/OREPs/WASPS, Medical Surveillance Programme, Injury of duty/COID data or any other OH related topic, as and when require..)

4.2.2 The tenderer must on request go out to the workplaces/units to conduct these sessions. CCT will provide the training venue (unless otherwise agreed), while the tenderer will provide his/her own transportation to the venue.

4.2.3 The tenderer must advise on the requirements for material needed (i.e. audio-visuals, etc as required) beforehand if applicable.

4.2.4 The specific training materials utilised and/or handed out at these training sessions must be provided by the tenderer at their own cost.

- 4.2.5 A report and attendance register must be provided that will be used to reconcile the invoice. The invoice must be clearly indicating the number of sessions, including the content that was covered.
- 4.2.6 Trends/risks identified in the HRAs/OREPS that are generic to more than one workplace/ unit can be dealt with by means of combined training sessions at an appropriate venue.
- 4.2.7 A schedule of planned advocacy training interventions must be submitted before commencement of such schedule. It must be approved by the relevant department delegated official prior to commencement of any advocacy sessions.
- 4.2.8 Sessions will be conducted as and when required.
- 4.2.9 Each session must be a minimum of one (1) hour, but not exceeding 2 hours per session (unless otherwise agreed upon).
- 4.2.10 Rates given in the price schedule item 2 must consider all this.

#### 4.3 Medical examinations, tests and assessments (as and when required) (Item 3,4 & 5)

- 4.3.1 All medicals, assessments or tests must be conducted in accordance with relevant legislation, SANS codes, South African Society of Occupational Medicine guidelines and CCT policies or protocols (unless otherwise indicated).
- 4.3.2 When medicals are done on site at a CCT workplace, the service provider must provide all the necessary equipment, consumables and staff required to provide the services (This must be considered in the rates provided in the price schedule when quoting for mobile clinic use).
- 4.3.3 Specifications per item from 3 to 5:

Item no.	
3.1-3.10	<p>Medical to include history/ all questionnaires, psychological screen, weight, height, BMI (body mass index), blood pressure, pulse rate, fingerpick glucose, urine dipsticks, physical examination as required and certificate of fitness [COF])</p> <p>All blood pressure machines and scales must have valid calibration certificates</p> <p>This service may be sub contracted if the tenderer does not have this resource internally. All costs related to this service must be included. This service is usually required annually, but must be requested as and when required.</p> <p>The person doing the calibration service must be qualified to calibrate/ service blood pressure machines such as dynamaps and digital scales with height measurement</p>
3.11-3.12	<p>Medical to include history/ all questionnaires, psychological screen, weight, height, BMI (body mass index), blood pressure, pulse rate, fingerpick glucose, urine dipsticks, physical examination as required.</p> <p>One medical can be done for multiple outcomes and relevant certificates to be issued (driver fitness COF, Medical surveillance COF and/or fitness to work or construction workers COF or annexure 3). This is may be a longer than usual medical assessment. Two or more certificates may need to be issued as written outcomes. E.g. Medical surveillance medical with driver medical resulting in medical surveillance feedback/certificate and driver medical certificate.</p>
3.13	<p>These assessments are related to ill health incapacity assessments. They will need to be done according to CCT systems and procedures and CCT Corporate OH guidelines.</p> <p>Line management input, treating doctor reports, job descriptions are usually provided. The staff member needs to be assessed by an OMP. This assessment can take up to 1 hour or longer with the client and then additional time is required for the feedback report to line management.</p> <p>Clients may have to be seen more than once, but follow up session will be separate as item 3.17.</p>
	<p>These medical assessments are for when a staff member has a medical reason for not being able to wear the standard issued PPE and requires reasonable accommodation or special or "buy out" PPE. An assessment and recommendation is required from the OMP.</p>
3.15	<p>This only includes medical assessment and review of any available special investigations such as audiometry, spirometry or specialist reports. It does not include any special investigation costs or referral to a specialist.</p>
3.16	<p>Usually brief follow up consults after a previous initial visit. E.g. Driver follow up by OHNP etc. Includes certificate that need to be issued.</p>

3.17	Usually brief follow up consults after a previous initial visit. E.g. Driver follow up by OMP etc. Includes certificate that need to be issued.
3.18	Usually brief follow up medical surveillance consultation after a previous initial visit. Includes certificate that need to be issued.
3.19	When complete medical is done by OHNP and requires folder review and sign off by an OMP (client not seen or assessed in person by OMP). Not all cases seen, only where abnormal findings are detected and require OMP review or upon request of CCT OH Services. Please remember , this charge is in addition to the charge for the medical done by the OHNP (e.g. item 3.3)
3.20	When complete medical is done by OHNP, but referral to OMP is required for review and the OMP physically sees the client for assessment. Please remember , this charge is in addition to the charge for the medical done by the OHNP (e.g. item 3.3)
3.21 & 3.22 3.23	All audiometry testing must be done according to the SANS 10083:2021 edition (or later versions) and/or circular instructions 171 for noise induced hearing loss. All audiometry equipment must have a valid calibration certificate (Proof can be requested at any time). All abnormal results, must be reviewed by an OMP for necessary action.
3.24	This service may be sub contracted if the tenderer does not have this resource internally. All costs related to this service must be included. This service is usually required annually, but will be requested as and when required. The person doing the calibration must be qualified to calibrate Kudu waves.
3.25	Must be done according to latest SANS codes and SASOM guidance. All infection prevention and control measures to be adhered to. All abnormal results to be reviewed by OMP for necessary action.
3.26	This service may be sub contracted if the tenderer does not have this resource internally. All costs related to this service must be included. This service is usually required annually, but will be requested as and when required. The person doing the calibration service must be qualified to calibrate spirometer syringes.
3.27	Vision screening with automated machine such as Keystone, etc. Must include visual acuity, visual fields, depth perception, colour vision. A printed or written report required.
3.28	This service may be sub contracted if the tenderer does not have this resource internally. All costs related to this service must be included. This service is usually required annually, but will be requested as and when required. The person doing the calibration service must be qualified to calibrate/ service vision testing machines such as Keystones.
3.29	Manual Vision testing [including visual acuity (Snellen's or equivalent) , visual fields (confrontation tests or equivalent) , and colour vision (Ishihara charts)]
3.31-3.32	Radiology services may be subcontracted. A written report and digital copy of the images must be included.
3.33-3.34	Standard stress ECG protocol to be followed. All ECGs to be reviewed by OMP for necessary action. A written report/comment of the result for each ECG is required.
3.35	Standard urine pregnancy test
3.36	Urine dipsticks test with strips for urine analysis of specific gravity, pH, leucocytes, blood/haemoglobin/Nitrites/ Ketones/ Bilirubin/ Urobilinogen/ Protein/ Glucose.
3.37	Blood pressure test only. E.g. When a client needs to come for a follow up BP check only. Correct cuff size and calibrated equipment to be used at all times. Not be used if charge for follow up consult is used in item 3.17.
3.38	Fingerpick blood glucose test. E.g. When a client needs to come for a follow up HGT check only. Not be used if charge for follow up consult is used in item 3.17.
3.39	Screening drug test using urine. All required protocols to be followed to obtain an unadulterated specimen. Testing will be in alignment with CCT Substance Abuse System and procedure.

3.40	Screening drug test using oral fluid. All required protocols to be followed to obtain an unadulterated specimen. Testing will be in alignment with CCT Substance Abuse System and procedure
3.41	Echocardiogram test by qualified staff and with interpretation and written report by cardiologist.
3.42-3.47	<p>This medical assessment must be done by a Designated Aviation Medicine Examiner (DAME) registered with the Civil Aviation Authority. This may be sub contracted if tenderer does not have this resource internally. Must be done within CCT boundaries.</p> <p>Medical to include history/ all questionnaires, psychological screen, weight, height, BMI (body mass index), blood pressure, pulse rate, fingerpick glucose, urine dipsticks, physical examination as required and certificate of fitness [COF])</p> <p>Special investigations such as spirometry, audiometry, ECGs, CXRs are not included here , but can be done and charged for separately)</p> <p>Diving medical assessments: Must be performed by a qualified Diving Medical Examiner (DME) level 1 or higher. The DME must be registered with the Department of Employment and Labour and HPCSA. Will be used to do any Diving classes 1 -6 as and when required</p> <p>Must issue a Certificate of Fitness- same as what is forwarded to the SAUHMA registry (South African Underwater and Hyperbaric Medical Association)</p> <p>All paperwork/administration, included.</p> <p>All costs to be included (except for special investigations). There will be no charge for follow up consultations related to the initial visit.</p>
3.48	Echocardiogram performed by a qualified person and must include written report with relevant findings by a cardiologist.
4.1	<p>All medical surveillance medicals conducted must be captured on a standard feedback template (CCT to supply), unless otherwise agreed.</p> <p>This feedback report is for Line Managers to see which staff had medical surveillance conducted, tests done and outcomes (where applicable) with required actions. This will serve as proof of medical surveillance done.</p> <p>The quote is per employee on the report. E.g. if 10 employees on the report, and rate quote is R10 per employee, then total payment for the report will be R100. Please quote per employee only.</p>
4.2	This is for when hardcopies of medical records are required and need to be couriered to a relevant CCT OHC or CCT site.
4.3	<p>The service provider must provide at least one adequately sized mobile clinic for onsite medicals, tests and / or vaccinations. All medical equipment, consumables and staffing required to provide medical assessments, audiometry, spirometry, vision testing, venepuncture and vaccination must be provided by the tenderer for onsite medicals and /or vaccination services.</p> <p>This will be on the only additional charge for onsite mobile services.</p>
5.1-5.5	All-inclusive cost of administering the relevant vaccine.
5.7-5.9	Immunity blood tests done by a pathology lab including a copy of the result

## 5. ADMINISTRATIVE REQUIREMENTS

- The occupational health service provider shall provide all administration involved with providing any of the listed services in section B of the price schedule.
- Have a personal file of each staff member.
- Manage and maintain a centralised filing system.
- Ensure all files are backed up and archived according to legislation.
- A site visit to confirm such record keeping system may be requested prior to the awarding of the contract.
- All records shall remain the property of the CCT, and will formally be handed over to Corporate OH Service or its service provider within 14 days of termination of the contract or on request of Corporate OH Services.
- The service provider shall provide all consumables, supplies, etc. that are necessary to provide the service.
- The service provider shall provide all medical uniforms to their staff (if relevant) and all personal protective equipment required in order for them to perform their function.
- CCT Corporate OH services will only liaise with the service provider and not with any subcontractor.



- A detailed monthly statistical report shall be compiled and submitted to Corporate OH services and/or relevant CCT department/branch no later than the 5<sup>th</sup> working of the following month or as requested.
- The service provider shall use all their own medical equipment to render the services required and all equipment must be calibrated and maintained at their expense. Copies of valid calibration certificates to be provided as and when requested.
- The service provider shall use all their own office and information technology (IT) equipment and IT systems.
- The service provider will be required to submit detailed invoices timeously to [accountspayable.registry@capetown.gov.za](mailto:accountspayable.registry@capetown.gov.za).
- For verification purposes, invoices must **also** be submitted to Corporate OH services or the relevant occupational health clinic (where applicable) or relevant line department (if applicable) that requested the service. All required supporting documents (e.g. test results, medical certificates, reports, registers or records where applicable) must be submitted before an invoice can be verified and processed for payment.
- Invoice prices must be in the units specified in the Price Schedule.
- Medical records, reports, results, medical certificates, etc. must be supplied by the tenderer within 5 working days after providing a service to an authorised CCT official only. In cases where further medical assessment or investigation is required, the tenderer must provide an updated status report within 10 working days after rendering the service.
- The service provider shall be responsible to complete in conjunction with Line Management all relevant documentation regarding occupational diseases. All additional documentation as required by the OHS Act will be completed by the service provider (if applicable) regarding occupational diseases.
- All occupational disease cases as listed in the COID Act will be recorded by the service provider on a database for statistical analysis (e.g. hearing loss cases, asbestosis etc.) and supplied to the CCT Corporate OH services and/or relevant line department in electronic format monthly or upon request.

## **6 SERVICE PROVIDER CREDENTIALS / REQUIREMENTS / EXPERIENCE:**

- The service providers staff must be qualified in medicine or nursing and hold an additional qualification in occupational health as recognised by the Health Professions Council of South Africa (HPCSA) or the South African Nursing Council (SANC), respectively and the registration with the relevant professional body shall be valid. Proof of such qualification and registration must be provided (refer to schedule 14F).
- The OHNP must have a certificate in Audiometry, Spirometry and Vision Screening and be registered with SASOHN as an Audiometrist.
- The service provider shall effect, maintain and ensure the necessary professional indemnity insurance in accordance with the scope of practice rendered during the course of this contract is in place for any staff used.
- The occupational health service will be delivered either at the tenderer's facility/ies and/or a fully functional/equipped mobile unit/s at any of the 4 Corporate OH clinics or CCT workplace or at a venue provided by the CCT.
- Services are to be provided during normal operational working hours (8.00 am till 16.30pm).
- Evidence is required of a proven track record in successfully delivering the required services within the public or private sector (refer to schedule 14D).
- Confirmation of the service provider's ability to provide the services requested must be confirmed in writing within 2 working days of receiving such request. If unable to provide the service requested, then the secondary(standby) service provider will be approached instead.
- Services requested must be provided within 7 working days of referral/request accompanied with a valid City of Cape Town purchase order (However, large projects [more than 50 medicals per week] will be discussed with the service provider at least 2 weeks before the time).

**7. SERVICE PROVIDER STAFF AND TEAM COMPILATION:**

- Details of personnel in the employment of the tenderer shall be provided for the tenderer to be responsive. Proof is necessary of suitable and required qualifications and relevant working experience.
- A detailed layout of team compilation (Schedule 14E and 14 F) are required indicating number of staff and staff experience respectively; and whether they are permanent or locum/contracted staff.
- Detailed curriculum vitae for each member of the proposed team and/or personnel provided should be provided together with the bid and must include information with regard to the applied skills, qualifications, necessary registrations, experience and level of responsibility.
- In the case where a change in personnel occurs the service provider shall duly inform the CCT providing all the necessary documentation confirming skills, qualifications, necessary registration and level of responsibility.
- For scoring staff experience, the average score will be used dependent on the number of staff in that job designation.

E.g. OHNP=4 . Experience is 2years,3years,10years and 15years.Total experience in years is 30years. Average experience is  $30/4 = 7.5$ years. Therefore in section A, score will be 10 and in section B, score will be 15

**9. OPERATIONAL REQUIREMENTS**

- The service provider will be required to primarily render their services from their own facility/ies (which must be within the CCT municipal boundaries).
- The service provider must have a fully functional mobile unit (able to provide a full OH service including physical examination, spirometry, audiometry, vision testing and basic bedside tests/ vital signs) for onsite workplace service provision. Services may be required either off or on site or both at the same time as required. The CCT may also make space available for the service provider to use to provide the services if and when required.
- The service provider may/will be expected to visit CCT workplaces as and when required.
- The service provider will ensure that their staff compliment is maintained for efficient service delivery regardless of absenteeism due to leave, sick leave, training,etc.
- All staff will demonstrate professional conduct at all times and foster a courteous service experience.

**10. TRAVEL COSTS**

When the service provider needs to use a travel to a CCT facility to render services in a mobile clinic, the Travel Cost indicated in the Pricing Schedule must be the fixed cost for the month of submission of the tender. During the contract, the Travel Cost for the contract will be adjusted on a monthly basis based on the **Statistical Release Consumer Price Index P0141, Table E**.

**II) Vaccination Services****1. REQUIRED SERVICE:**

- To provide a vaccination service to certain categories of employees within the City of Cape Town who are at risk due to their occupational risk exposure profile.
- To provide the necessary pathology immunity tests to certain categories of employees within the City of Cape Town who are at risk due to their occupational risk exposure profile.
- Vaccinations may be administered at the same time as medical surveillance medicals as and when required.
- The service provider is to vaccinate identified and referred City of Cape Town employee groups or individuals as needed:
  - within 7 working days of referral accompanied with a valid City of Cape Town purchase order;
  - in compliance with applicable legislative requirements and industry standards
  - in accordance with the notification received from the relevant Corporate Occupational Health Centre (or line department where applicable) as to what vaccinations each employee requires (vaccination must be authorised) in order to receive payment.
- Unauthorised or incorrect vaccinations given by the service provider will not be paid for.

- The service provider must be able to deliver the required service without unnecessary inconvenience or time delay, from their own fully functional operational premises and/or compliant mobile operational facility/unit (only in the case of 15 individuals or more) at a CCT premises/ workplace and/or at any suitable CCT workplace or premises (mobile nurse) as and when required.
- The operational premises shall have all the necessary medical care facilities or equipment in the event of an adverse reaction including anaphylactic reactions (medical emergency).
- The service provider's mobile unit or staff member rendering the service on site at a suitable CCT workplace/premises must have resources/equipment with them to manage any potential anaphylactic or adverse reactions from administering vaccines.
- The operational premises shall have all the necessary medical care facilities or equipment in the event of an adverse reaction, including anaphylactic reactions (medical emergency).
- The service provider's mobile unit or staff member rendering the service on site at a suitable CCT workplace/premises must have resources/equipment with them to manage any potential anaphylactic or adverse reactions from administering vaccines.
- Billing shall only be allowed in terms of actual services rendered.

## **2. ADMINISTRATIVE REQUIREMENTS:**

- The occupational health service provider shall provide all administration involved with providing any of the listed services in the price schedule.
- The service provider is expected to schedule appointments with the relevant line departments upon request and/or if given a name list with required vaccinations from one of the Corporate OHCs (or line department if applicable). All appointment scheduling, follow ups, and vaccine related documentation to be completed by the service provider.
- Corporate Occupational Health must give approval/authorisation to line departments/ branch/depots/ for a specific type of worker/ job designation to receive a specific vaccination and this will be based on an adequate occupational risk exposure profile (OREP) for that specific job. Corporate Occupational Health may give a pre-authorised list of jobs.
- The service provider must have and shall provide evidence of an appropriate and functional record keeping system to ensure the integrity and confidentiality of medical information.
- A copy of any medical record must be made available upon request from the Corporate OH services with consent from the client).
- The service provider shall provide all consumables, supplies, stationery that is necessary to provide the service.
- A detailed monthly statistical report shall be compiled and submitted to Corporate OH services and/or the relevant CCT department/branch no later than the 5th working of the following month or as requested unless otherwise arranged
- The service provider must be able to transport medical records (hardcopies) or any other documents required from their offices to any of the Corporate OH unit clinics if and when required, however clear electronic copies may be acceptable via email (only if prior arrangement has been made).
- The service provider shall be responsible for the required medical record keeping and management, with supporting medical records/documents only to be submitted to the Occupational Health Clinic when requested.
- No confidential supporting medical records/documents may be distributed to any Department irrespective of whether they sourced the service (owner of Purchase Order).
- Note: Line Departments must only receive consent/refusal forms and proof of vaccination or adequate immunity outcome reports, i.e. vaccination consent/refusal forms and the vaccination register and/or immunity status (indicating immune or not and not actual pathology result) where relevant.
- If any other medical records/documents (E.g. vaccine questionnaires, vaccine record, etc.) are needed, it shall only be requested by and supplied to the relevant City Occupational Health Centre.
- The service provider shall supply the relevant City of Cape Town Corporate Occupational Health Centre with the following medical records within 5 working days of providing the vaccination and for temporary staff, only upon request:

-Fully completed **Consent/ Refusal forms** for each employee treated, duly signed by the employee and witness;

-Fully completed pre-vaccination patient **Questionnaire** duly signed by the employee and a **vaccination record form** (indicating the vaccine given, injection site, expiry date, batch number, person who administered the vaccine name/surname printed and signature) for each employee treated (questionnaire and record may be on one form).

-Fully completed **vaccination register** confirming:

- a) the name and surname of the employee vaccinated
- b) staff/ID number
- c) details of the Health Practitioner who administered the vaccine
- d) vaccination site
- e) Vaccination given (E.g. Hep. B 1<sup>st</sup> dose)
- f) date of service
- h) name of Department, Branch and Depot, contact number
- i) an authorising City of Cape Town Occupational health clinic (or line department representative where applicable),
- j) other relevant comments (i.e. complications, etc.) if applicable.

- All medical records/documents such as (a) vaccination register, b) questionnaire, c) record and d) consent/refusal forms are to be submitted to the relevant Corporate OHC as per above (if applicable) prior to the relevant invoice so that proper verification can be performed before invoices are processed for payment (for referrals from Corporate OH unit only).
- All vaccination records/documents for temporary staff and/or those referred from line departments directly must only be sent upon approval from the Corporate Occupational Health Unit.
- Invoices must be accompanied by vaccine registers and submitted for verification to the relevant OHC for processing (or line department representative where applicable) at least monthly.
- Payment cannot be processed without the correct supporting documentation being submitted.
- Invoices must contain the correct PO number, date of service, invoice date, invoice number, relevant CCT OHC name and CCT department/branch/depot that the employees vaccinated are from (this must correlate with the accompanying vaccine register).
- The service provider will be required to submit detailed invoices timeously to [accountspayable.registry@capetown.gov.za](mailto:accountspayable.registry@capetown.gov.za). For verification purposes, invoices must also be submitted to Corporate OH services/ relevant occupational health clinic (where applicable) or relevant line department (if applicable) that requested the service.
- Invoice prices must be in the units specified in the Price Schedule.
- If the service provider forms/documents are not satisfactory, CCT templates will be supplied (for the service provider to make copies at own cost). A copy of the templates will be provided, where deemed necessary, prior to implementation of the contract.
- The service provider shall provide evidence of an appropriate and functional record keeping system to ensure the integrity and confidentiality of medical information. A site visit to confirm such record keeping system shall be conducted prior to the awarding of the contract.

### **3. SERVICE PROVIDER CREDENTIALS / REQUIREMENTS / EXPERIENCE:**

- The service provider must maintain and ensure that all staff hold a valid registration and be duly authorised to provide the required service as per applicable legislative requirements.
- Tenderers must submit evidence of a Quality Management System for Vaccination Services which will indicate all relevant protocols and procedures (attach to schedule 16).
- Tenderers must provide a copy of a valid registration number issued by the Western Cape Government Environmental Affairs and Development Planning when reporting to the Integrated Pollutant and Waste Information System (IPWIS) Local Offices (Facilities).
- The service provider shall have a fully functional local offices (Facilities) from where services will be managed, vaccinations can be administered, vaccines are stored, OH Practitioners/ nursing staff operate from and where administration occurs, meeting the needs in terms of this tender.

- Mobile Health Clinic/ on site services  
The service provider shall have at least 1 x fully functional mobile health clinic to be used to deliver required services at City sites as may be required in terms of this tender. The CCT may also provide a suitable space/venue for services to be provided for by the bidder so that on site services can be provided, where possible.
- In the case where a change in personnel occurs the service provider shall duly inform the client providing all the necessary documentation confirming skills, qualifications, necessary registration, experience and level of responsibility.  
Confirmation of the service provider's ability to provide the services requested must be confirmed in writing within working days of receiving such request. If unable to provide the service requested, then the alternative service provider will be approached instead.

#### 4. TRAVEL COSTS

When the service provider needs to use a travel to a CCT facility to render services in a mobile clinic, the travel cost indicated in the Pricing Schedule must be the fixed cost for the month of submission of the tender. During the contract, the Travel Cost for the contract will be adjusted on a monthly basis based on the **Statistical Release Consumer Price Index P0141, Table E**.

## Section C: Provision of fixed on site Occupational Health Services

### SCOPE OF SPECIFICATION

1. This specification provides for the provision of Occupational Health (OH) Services in accordance with the Occupational Health and Safety Act (85 of 1993) at a fixed CCT facility to be used as an OH centre for specific Departments/Directorates for a contract period 36 months from date of commencement of contract. The Services shall in all respects comply with relevant South African related legislation (as amended from time to time) as well as City of Cape Town policies, processes and guidelines.

2. One Directorate where the service **must** be provided from, will be Energy Directorate, City of Cape Town which has a staff compliment of 2600.

For this Directorate:

- The successful Tenderer will operate primarily from the Energy Directorate, Electricity Generation and Distribution Clinic at the Brackenfell Training Centre, Kruispad Road, Brackenfell (Brackenfell OH Centre), but will be expected to visit Energy Directorate workplaces as may be required. There will be no guarantee of work from the City of Cape Town Energy Directorate. An official purchase order will be generated for each service/material as and when required as indicated on the pricing schedule.
- The Tenderer will ensure that his staff compliment is maintained for efficient service delivery regardless of absenteeism due to leave, sick leave, training etc.  
Brackenfell OH centre (OHC) must have:
  - a) at least one (1) qualified Occupational Health Nurse Practitioner and
  - b) one (1) experienced administrator for five (5) days a week, eight (8) hours per day, excluding public holidays.
  - c) At least one (1) Occupational Medicine Practitioner is required at the Brackenfell OHC for a **minimum** of sixteen (16) hours per working week.
- The Tenderer will **submit certified proof** of all staff's professional qualifications and registration with the relevant professional body work experience and any other related information as may be required **on submission of the tender documentation in the form of a CV**. (Refer to Schedule 15E&F for templates)
- All staff will demonstrate professional conduct at all times and foster a courteous service experience.
- Upon request, the CCT can request a digital copy of all information in the tender document

3. Any other CCT Directorate or department may make use of a similar model of service and provide a suitable fixed facility to serve as an OH centre for that Directorate or Department and require the same staffing and services to be rendered from there as in point 2 above. This will be as and when required on a month to month basis or longer if required..

Two calendar month 's notice will be given to the service provider to acquire the necessary resources (if not already existing) to provide this service when requested (unless the service provider agrees to shorter time frame).

The same specifications listed below will apply. Section C rates will apply.

**Tenderer must indicate compliance per clause by indicating “yes/no”.**

Specifications	
<b>SECTION A</b>	
(what the service provider themselves must comply with) Successful tenderer shall comply with the following:	
Failure to comply will result in the contract being cancelled.	
<b>1. General Legal Compliance:</b>	<b>Meet specification Detail of Offer (indicate with a “yes” or “no”</b>
• Occupational Health and Safety Act (No. 85 of 1993) as amended with Regulations, relevant regulations and relevant SANS codes	.....
• Health Act (No. 63 of 1977) and Amended by National Health Act (No. 61 of 2003)	.....
• Health Professions Act (No. 131 of 1998)	.....
• Medicine and Related Substances Act (1965)	.....
• National Road Traffic Act (No. 93 of 1996)	.....
• Nursing Act (No. 33 of 2005)	.....
• Labour Relations Act (No. 66 of 1995) and Amended by Act 42 of 1996, Amended by Act 127 of 1998	.....
• Basic Conditions of Employment Amendment Act (2002)	.....
• Employment Equity Act (No. 55 of 1998)	.....
• Skills Development Act (No. 97 of 1998)	.....
• Compensation for Occupational Injuries and Disease Act (No. 130 of 1993)	.....
• Hazardous Substances Act (No. 15 of 1973)	.....
• National Environmental Management Act (No. 107 of 1998)	.....
• NEM Waste Act 59 of 2008	.....
• NEM Air Quality Act 39 of 2004	.....
• Tobacco Products Control Act (No. 83 of 1993) and Amendment Act (No. 12 of 1999) and Tobacco Products Control Amendment Act (No.23 of 2007)	.....
• Disaster Management Act 57 of 2002	.....

Specifications					
<b>SECTION B</b>					
(what the service provider themselves must comply with) Successful tenderer shall comply with the following:					
Failure to comply will result in the contract being cancelled.					
<b>Specified (Refer to price schedule items)</b>	<b>Meet specification</b>				
<b>1) Occupational Health Services</b>	<b>Detail of Offer (indicate with a "yes" or "no")</b>				
<b>Item 1 Risk assessments/ Occupational Risk and Exposure Profiles (OREPS)/ Worker allocated Surveillance Protocols (WASPS)-as and when required:</b>					
1.1 Review existing/update or conduct NEW job specific Risk Assessments (HRAs) or Hazard identification risk assessments (HIRAs).					
• HRAs/HIRAs must be based on legislative requirements					
• Any occupational hygiene reports, legal reports, incident reports, audits					
• An onsite visit to the workplace is required by the occupational health practitioner					
1.2 Draft and finalise NEW or review and update existing occupational risk & exposure profile (OREP) for any job designation on request (based on risk assessment and job specifications/ description).					
• CCT OREP template to be used (unless otherwise agreed upon).					
1.3 Draft and finalise a NEW or Review and update an existing worker allocated surveillance protocol (WASP) for any job designation on request.					
• To be based on the OREP & clearly state medical surveillance and/or fitness to work requirements.					
• CCT Template to be used (service provider template may be used, only if authorised by CCT).					
<b>Requirements:</b>					
1.4 All risk assessments/HIRAS, OREPS and WASPS to be done by an OMP.					
1.5 The tenderer must provide the relevant Directorate with a programme (overview schedule) on how he/she will meet the programme requirement of that Directorate within at least 21 days after the contract has been concluded between the City and the tenderer.					
1.5 The tenderer needs to provide a feedback session within two (2) weeks after completion of assessment of each Operational Unit and communicate in a formal feedback presentation session and a written report submission.					
1.7 A status report will be provided after three (3) months and at the end of the contract respectively indicating progress made with the programme above.					
1.8 All scheduling as required must be done by the tenderer in accordance with the risk assessments and the medical surveillance programme to ensure compliance with legislation. All scheduling must take place 2 weeks in advance and with approval the relevant CCT official.					
1.8 All reports and statistical analysis as required must be done by the service provider.					
1.10 Provide advice and recommendations on reports of specialist studies, surveillance reports and hygiene surveys.					

2. <u>Health Advocacy Programme</u>	Meet specification <b>Detail of Offer (indicate with a “yes” or “no”</b>
2.1 Design an Occupational Health Risk Related Advocacy Programme that is specific to the trends identified in the outcomes of the relevant Directorate existing and new Risk Assessments/HIRA, OREPS, WASPS and the Medical Surveillance Programme or other occupational health related topic as and when required.	.....
2.2 Establish and Implement the risk based Health Advocacy Programme within the relevant Directorate	.....
2.3 The tenderer must on request go out to the operational units to conduct these programmes. CCT Directorates will provide the training venue while the tenderer will provide his/her own transportation to such operational unit.	.....
2.4 The tenderer must advise on the requirements for health advocacy material needed (i.e. audio-visuals, posters or signs as required) for utilisation by EGD.	.....
2.5 The specific training materials utilised and/or handed out at the advocacy training sessions must be provided by the tenderer at their own cost. Change numbering.	.....
2.6 Provide professional input on operational policies and safe work procedures	.....
2.7 A report must be provided monthly that will be used to reconcile the monthly invoice. The report must be clearly indicating the number of sessions, including the content that was covered.	.....
2.8 Trends identified in the risk assessments that are generic to more than one operational unit will be dealt with by means of combined advocacy training sessions at an appropriate venue.	.....
2.9 A three (3) monthly schedule of planned advocacy training interventions must be submitted before commencement of such schedule	.....
2.10 Sessions will be conducted as and when required..	.....
2.11 A minimum of one (1) hour, not exceeding 2 hours per session as and when requested and confirmed by the relevant CCT official.	.....



<b>3. Medical Examinations/Assessments</b> <b><u>(Services will only be utilised as required)</u></b>	<b>Meet specification</b> <b>(indicate with a “yes” or “no”)</b>
<b>The medical surveillance program must be based on HIRAs/OREPS/WASPS</b> <b>3 Medical Assessments:</b>	
<b>Item no.</b>	
3.1-3.6 Medical to include history/ all questionnaires, psychological screen, weight, height, BMI (body mass index), blood pressure, pulse rate, fingerpick glucose, urine dipsticks, physical examination as required and certificate of fitness [COF])	.....
3.7-3.8 Medical to include history/ all questionnaires, psychological screen, weight, height, BMI (body mass index), blood pressure, pulse rate, fingerpick glucose, urine dipsticks, physical examination as required.	.....
One medical can be done for multiple outcomes and relevant certificates to be issued (driver fitness COF, Medical surveillance COF and/or fitness to work or construction workers COF or annexure 3).	
This is may be a longer than usual medical assessment. Two or more certificates may need to be issued as written outcomes. E.g. Medical surveillance medical with driver medical resulting in medical surveillance feedback/certificate and driver medical certificate.	.....
3.9 These assessments are related to ill health incapacity assessments. They will need to be done according to CCT systems and procedures and CCT Corporate OH guidelines. Line management input, treating doctor reports, job descriptions are usually provided. The staff member needs to be assessed by an OMP. This assessment can take up to 1 hour or longer with the client and then additional time is required for the feedback report to line management.	.....
3.10 These medical assessments are for when a staff member has a medical reason for not being able to wear the standard issued PPE and requires reasonable accommodation or special or “buy out” PPE. An assessment and recommendation is required from the OMP. (Medical reports from the staff member’s treating medical practitioner and/or podiatrist to be submitted where applicable).	..... .....
3.11 As a minimum must include visual acuity, visual fields, depth perception and colour vision.	.....
3.12-3.14 All audiometry testing must be done according to the SANS 10083:2021 edition (or later versions) and/or circular instructions 171 for noise induced hearing loss. All audiometry equipment must have a valid calibration certificate (Proof can be requested at any time). All abnormal results, must be reviewed by an OMP for necessary action.	..... ..... .....
3.15 Must be done according to latest SANS codes, SASOM guidance and international best practice. All infection prevention and control measures to be adhered to. All abnormal results to be reviewed by OMP for necessary action.	.....
3.16-3.17 Radiology services may be subcontracted.	
3.18-3.19 Standard stress ECG protocol to be followed.	



5.2.6 The tenderer shall provide all consumables, supplies and stationery that are necessary to provide the services in the Occupational Health Facilities. The tenderer shall hold and maintain sufficient stock of such supplies as are required for the continuous provision of the services.	..... .....
5.2.7 Tenderer shall provide medical uniforms to their staff.	
5.2.8 The Tenderer shall provide all personal protective equipment according to legislation.	.....
5.2.9 The tenderer will be subject to monthly meetings with the Client and will be required to submit reports that will include year to date information as well as monthly erational information.	.....
5.2.10 The CCT will only liaise with the successful tenderer and will not interact with any sub-contractor.	.....
5.2.11 All hazardous waste must be removed in accordance with legislation. The tenderer will utilise the services of a registered hazardous waste handler to dispose of hazardous waste and will provide proof of such disposal.	.....
5.2.12 The administrator <b>shall have experience of a minimum of 2-5 years</b> in OHS record keeping and COIDA administration. A CV in support of this requirement must be submitted. Attach to schedule 14F.	.....
5.3 Statistical reports	
5.3.1 A detailed monthly report shall be compiled and submitted to the relevant Directorate no later than the second (2 <sup>nd</sup> ) working day of the following month (or as requested).	.....
5.3.2 The OH Centre staff will provide a database of each activity according to the pricing schedule and specifications to the Directorate every second week or on request. The tenderer will provide suitable proof to the Directorate that such activities were carried out.	..... .....
This information must be provided in order to process payments. All Occupational Health related cases will be assessed and evaluated by OHS Centre for statistical purposes.	.....
5.3.3 The tenderer will update specific data pertaining to the medicals on the City of Cape Town's SAP EHS module (or any other software used by CCT) on a monthly basis before submission of the monthly invoice.	..... .....
5.4 Assets, Equipment and Supplies	
5.4.1 Energy Directorate will supply facilities for the Brackenfell Clinic at the Brackenfell Training Centre, Kruispad Road, Brackenfell. Any other directorate wanting to use this service, would need to provide their own suitable facility for the OHC for that directorate/department.	.....
5.4.2 All equipment shall be operational during the specified period of the tender.	.....
5.4.3 All medical equipment required to render the services, must be supplied, calibrated and maintained at tenderer's expense.	.....
5.4.4 Any additional equipment or replacement equipment that might be required will be provided by the tenderer.	.....
5.4.5 The tenderer shall be responsible for any loss or damage to any Energy and Climate Change Directorate (or any other directorate where applicable) property or equipment, whether such loss or damage is caused by the negligence or wilful conduct or breach of duty by the tenderer, its employees, agents or suppliers.	.....

<p>5.5 Office equipment (i.e. computers, printers etc.)</p> <p>5.5.1 Energy and Climate Change Directorate (and/or any other directorate when applicable) will provide computers, printers and copier equipment.</p> <p>5.5.2 At least one dedicated single email account will be provided by CCT.. No email addresses will be provided for staff members (unless otherwise agreed upon).</p> <p>5.5.3 The tenderer will provide its own laptops and audio visual equipment for training purposes. These will be compatible with CCT software and equipment.</p> <p>5.5.4 Systems must be up and running at start of contract.</p> <p>5.5.5 All staff must be proficient in the use of computer equipment and “MS Office” and will be subjected to training in the SAP EHS module (or any other relevant CCT software as required).</p>	
<p><b><u>6. Certification</u></b></p> <p>Tenderer must submit proof of valid registration with the relevant Professional Council (HPCSA and SANC) for all Medical/ Nursing staff. Failure to supply these certifications will result in the tenderer being considered non- responsive. (Refer to Schedule 14F)</p>	<p>.....</p>
<p><b><u>7. Sub-Contracting / Assignment</u></b></p> <p>Tenderer may sub-contract certain services (E.g. specialists, radiology, pathology, etc.) should the company not have the resources for that specific service. The appropriate qualifications of such sub-contractors must meet these specifications and proof of qualifications as indicated must be submitted to CCT.</p>	<p>.....</p>
<p><b><u>8. Work Plan</u></b></p> <p>The tenderer will submit a detailed work plan <b>within a month</b> after award of the contract describing how the Occupational Health Programme will be rolled out in the Directorate. This programme will provide a description of how the following as a minimum (but not be restricted to it) will be conducted (where applicable):</p> <ul style="list-style-type: none"> <li>• Occupational Health Advocacy programme for staff members (energy=2600) based on the existing and new risk assessments (see item 2 above).</li> <li>• The tenderer must give an explanation of how each of the following will be conducted:</li> <li>• Occupational Health related assessments (see item 3 above)</li> <li>• Occupational services (see item 4 above)</li> <li>• Administrative services (see item 4 above)</li> </ul>	<p>.....</p>
<p><b><u>9. Award</u></b></p> <p>The City intends to <b>appoint one service provider (“winner takes all”) as main service provider and two standby service providers (if possible).</b></p> <p>Tenderers must give a rate for all items for each year in section C for the three year period.</p>	<p>.....</p>

## 14) MONTHLY PROJECT LABOUR REPORT

NOT APPLICABLE