

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

BID NUMBER: **WCGHSC 0426/2024**

CLOSING DATE: **31 May 2024**

CLOSING TIME: **11:00AM**

PROVISION OF A COMPREHENSIVE CLEANING SERVICE TO MITCHELL'S PLAIN ORAL HEALTH CENTRE, TYGERBERG ORAL HEALTH CENTRE AND MITCHELL'S PLAN CHILDREN'S ORAL HEALTH CENTRE (DAY HOSPITAL), DEPARTMENT OF HEALTH AND WELLNESS, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

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

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

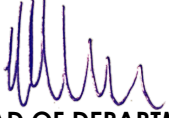
The foyer of the main entrance
Western Cape Government Building (**next to Cape High Court**)
Junction of Dorp and Keerom Streets, Cape Town

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

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

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

10. Please refer all technical/specification enquiries to Ziyaad Karoodien, Tel: 021 937 3015.
Email: Ziyaad.Karoodien@westerncape.gov.za



C Munnik

pp HEAD OF DEPARTMENT: HEALTH & WELLNESS

DATE: 30/04/2024

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

Date: 20 May 2024

Time: 09h00-11h00

Venue: B- Test Venue (East Entrance)

Tygerberg Oral Health Center (Tygerberg Hospital Premises)
Francie Van Zijl Drive, Parow.

Time: 12h00-14h00

Venue: Lecture Room 2 - First Floor

MP- Oral Health Centre
Melomed Building ,Symphony Walk
Town Centre, Mitchell's Plain

For details contact:

Mr Ziyaad Karoodien

Tel: 021 937 3015

Email: Ziyaad.Karoodien@westerncape.gov.za

PART A INVITATION TO BID

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

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

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

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

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

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

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

BID NUMBER:	WCGH SC 0426/2024	CLOSING DATE:	31 May 2024	CLOSING TIME:	11H00 AM
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DESCRIPTION	PROVISION OF A COMPREHENSIVE CLEANING SERVICE TO MITCHELL'S PLAIN ORAL HEALTH CENTRE, TYGERBERG ORAL HEALTH CENTRE AND MITCHELL'S PLAN CHILDREN'S ORAL HEALTH CENTRE (DAY HOSPITAL), DEPARTMENT OF HEALTH WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Western Cape Government Building (next to Cape High Court)

Junction of Dorp and Keerom Streets Cape Town

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED DEPARTMENT OF HEALTH SITUATED AT: Junction of Dorp and Keerom Streets Cape Town

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr X Vabaza	CONTACT PERSON	Please refer to page 2, paragraph 10
TELEPHONE NUMBER	021 483 8718	TELEPHONE NUMBER	Please refer to page 2, paragraph 10
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	Please refer to page 2, paragraph 10
E-MAIL ADDRESS	xola.vabaza@westerncape.gov.za	E-MAIL ADDRESS	Please refer to page 2, paragraph 10

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		

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E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	WCSD REGISTRATION NO.		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7.1).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID.
- 2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.2 ABOVE.
- 2.5 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

SECTION A

EVALUATION CRITERIA

1. ADJUDICATING PROCESS

- 1.1 This bid will be adjudicated in terms of the Preferential Procurement System in accordance with the information provided in the Preference Procurement Points Claim Forms.
- 1.2 Preference Points shall only be allocated to bids which are found to be acceptable and compliant with the requirements and specifications.

2. EVALUATION CRITERIA

Bids will be deemed to be acceptable if:

2.1 COMPLIANT WITH CONDITIONS AND LEGITIMACY TEST

Which includes interalia;

2.2 COMPLIANT WITH THE SPECIFICATION

Which includes interalia;

2.2.1 Statutory and other Requirements

- 2.2.1.1 Only bidders who comply with Statutory and other Requirements will be considered for acceptance.
- 2.2.1.2 Failure to submit applicable documentary evidence on the closing date of the bid shall lead to the exclusion of the offer submitted.
- 2.2.1.3 Bidders are requested to submit the following relevant documents with their bid application:
 - 2.2.1.3.2 Joint Ventures:
 - Partnership Agreement
 - 2.2.1.3.4 Registration for Compensation for Occupational Injuries and Diseases Act 130 of 1993
 - Letter of good standing with the commissioner for COID
 - 2.2.1.3.5 Registration for Unemployment Insurance Fund Registration from an authoritative body

- 2.3 All documentation must be valid and proof of renewal of expired documentation can be requested by the contract manager during the contract.

BIDDERS RESPONSE

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

Which includes interalia;

3.1 Capacity of the bidder

3.1.1 Only bidders whose organisation and infrastructure is deemed by the Department to be adequate to provide the foreseeable and specific requirements of the contract in accordance with Part 3: Questionnaire: Organisational, Financial and Infrastructure Capacity of Bidder together with physical validation will be considered for acceptance.

3.2 Sectoral Determination for Cleaning Services Trade

3.2.1 It is expected that the successful bidder shall pay his/her employees at least a minimum monthly basic wage, prescribed for the Area concerned in the Basic Conditions of Employment Act: Contract Cleaning

SECTION B

PART 1 : DEFINITIONS

1. DEFINITIONS

1.1 Contractor/Successful Bidder/Service Provider/Cleaning Business

The organisation or individual providing contracted cleaning services.

1.2 User/Department/ Institution/ Hospital/ Client

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

1.3 Contract and Conditions

1.3.1 Contract

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

1.3.2 Conditions

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

1.4 Bid

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

1.4.1 Bidder

The organisation or individual completing and submitting the bid.

1.5 Site Instructions/ Site Specifications (generic and specific)

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

1.6 Supervisor/Controller

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

1.7 Co-ordinator

The representative of the User

1.8 Check call

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

1.9 Cleaner

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

1.10 **Detergent**

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

1.11 **Cleaning**

Is the removal of unwanted matter.

1.12 **Specification**

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

1.13 **Post/Service/Point of Duty**

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

1.14 **Status Quo**

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

1.15 **General Conditions of Contract**

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

1.16 **May**

Indicates the existence of an option.

1.17 **Shall/Must**

Indicates that a statement is mandatory.

1.18 **Should**

Indicates recommendations.

1.19 **Interpretations**

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

1.19.2 Any gender includes the other.

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

1.20 **Mandatory**

Refers to a compulsory legal requirement

Section B

Part 2: CONDITIONS OF CONTRACT

Comply/ Yes / No

1 Liability

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

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

Important

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

2 Advertising and Trading

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

3 Sub-contracting or Employment of Staff from Other Parties

- a. The contractor shall make use only of his own site-trained workers in accordance with the specifications described in this bid.
- b. No other person shall at any time replace or relieve any of the contractor's employees. Should any problems arise, the contractor must immediately discuss the matter with the Department.

4 Changes to Bidders Operational Status

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

- b. Material deviations from the position, as it was at the time of awarding the bid, may result in the Department having to apply remedial action.

5 Penalties and Pro Rata Deductions

- a. Deductions and penalties will be incurred against the Service Provider for every hour for work not performed according to the Bid specification and conditions
- b. The Service Provider will be penalized and pro rata deductions will be made for not adhering to Bid specifications.

See specifications.

6 Workforce

- a. The Contractor shall supply an adequate labour force in order to render a quality service of high standard to the client. Relief personnel must be provided for persons when on leave or sick leave.
- b. A trained Manager with sound knowledge and skills must be available at all times to plan and monitor the work, and to meet with Management whenever required to do so.
- c. The workers must be trained on the equipment that they will use **before** the contract commences.
- d. Contract Manager to be supplied with following month duty roster each month for the following month.
- e. When any cleaning staff member is absent a replacement to perform the duties must be introduced to the Contract Manager
- f. The manager/supervisor of the contractor must report on a daily basis to the contract manager any issues raised from daily program/roster.
- g. The manager/supervisor must attend monthly meetings with the Contract manager and other role players to discuss issues on the cleaning contract.

7 Damage compensation

- a. The contractor will be held responsible for any damage to or theft from the premises or content of premises by him, or his employees, or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can be appose by the State.
- b. Rectification of damages – In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of service, the contractor undertakes to rectify the damage immediately to the satisfaction of the State. If the contractor fails to act immediately after notification, the State will rectify the damage at will and the costs thereof will be recovered from the contractor.

8 Termination and/or withdrawal

- a. In case of any failure to comply with any of the conditions of the contract unsatisfactory rendering of service the stipulations of the General Conditions of the contract will be applicable.
- b. The Department reserves the right to withdraw any part(s) of the premises or the premises as a whole from the service, with three months written notice to the contractor. Should the part of the premises be withdrawn, the contract amount will be adjusted pro-rata from date of withdrawal. The contractor will be entitled to payment up to the date of the withdrawal, but will not be entitled to any compensation or damage as a result of the withdrawal or termination.

9 Interruption of contract

If the service is interrupted or temporarily delayed as a result of labour disputes, civil unrest, a local national disaster, or any other cause beyond the control of the contractor, the parties must mutually agree on methods to continue with essential services.

10 Conditions in respect of the personnel of the contract:

- a. The personnel of the contractor will have access to all areas, subject to other stipulations in this contract to render the service. If the service is not rendered in that specific area at a given time, access to that area is forbidden.
- b. Without prejudice to the contractors responsibility to select his personnel before employment, the State will at all times have the right to point out staff members of the contractor who are considered a safety, health or security risk or undesirable person in which case the contractor will be requested not to utilize such

person(s) any longer to honour his obligations in terms of this agreement. Bidder to provide SAP clearance of cleaning staff to the Contract manager of the Department prior to staff member commencing duty.

- c. In such case the contractor will immediately comply with the request and the contractor will not (as a result of such request) be entitled to bring a claim for loss of damage against the State and the contractor indemnifies the State against any claim for the employees concerned.

11 Occupational Health Safety Act and adverse incidents

The Service Provider shall accept liability in terms of Section 37 of the Occupational Health and Safety Act (No. 85 of 1993). The Contractor's SOP with regards to WCA to be submitted to Department before commencement of service.

The Contractor and employees are obligated to familiarise themselves with the Disaster Plan of the various institutions and comply with the various policies and practices (this will include, but not limited to, Disaster drills , using of Personal Protective Equipment (PPE), etc.)

Should an incident occur the Service Provider shall immediately report the matter and hand in to the Department a detailed written report not later than 24 hours after the incident occurring.

12 Protection Of Service Providers' Staff

- a. The Department shall not be held liable for any contracted illness or infection to the Service Provider or his staff arising from their duties.
- b. The Service Provider shall ensure on a continuous basis that all staff is inoculated (injected / vaccinated) against Hepatitis B. In this connection the Service Provider shall maintain a file with certificates of inoculation (injections / vaccinations) – copies to be provided to the Department before commencement of service.

13 Loss, Damage And Safekeeping Of Hospital / Health Centre Property

- a. The Service Provider is to exercise every precaution to ensure that all state equipment and property entrusted to his care is secure and the possibility of loss, unauthorized use and damage is minimised.
- b. Excepting fair wear and tear, the Service Provider shall be responsible for any loss or damage to state equipment and property in his possession at all times. The Service Provider undertakes to replace such items in the event that equipment or property in his possession is damaged, destroyed, lost or stolen, notwithstanding the cause of the damage, destruction or loss.
- c. The Department in consultation with the Service Provider shall determine the replacement cost of state equipment and property,

which has been lost, stolen or damaged whilst in the care of the Service Provider, and to withhold such costs from any payment due by the Department to the Service Provider.

- d. Any wilful or negligent damage to any state building, fittings or equipment will be for the Contractors own responsibility and account to make good.
- e. No change/alterations/additions to the building or infrastructure are allowed without prior written authority from the Department.
- f. The Contractor and employees will be subject the Security Policy of the Department (this includes, but not limited to Search Policy).

14 Particulars of cleaning staff to be deployed at the site

- a. The Service Provider must provide full particulars of the cleaning staff to be deployed one (1) week prior to the commencement of the service.

15 General Standards for Site Administration and Cleaning staff

a. Profile of cleaning staff to be provided:

- i. Must be a South African Citizen or legally allowed to work in South Africa
- ii. Must be able to work independently and in a group depending on the duties to be performed.

b. On-Site Administration:

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

c. Conduct Of Cleaning staff:

- i. The Department expects the highest possible standards of conduct from the cleaning staff.
- ii. The Contractor shall ensure that his staff carry out their duties and behave in as quiet and orderly manner as may be reasonably practicable while on Departmental premises; that they shall have regard for the nature of the duties they perform and, that no unreasonable or unnecessary disruption will be caused to the routine and procedures of the Departmental staff and Departmental functioning.
- iii. Contractor's staff is to respect the Department personnel' rights of privacy and confidentiality.
- iv. While on the Departmental premises, staff shall comply with Department's policy and procedures and shall comply with safety and security directives.
- v. The Management shall have the right to instruct the Contractor to remove, from the Health Facility premises, any of the Contractor's staff who engages in "horseplay", is disorderly, and are disruptive, who transgresses any Departmental policy, who is under the influence of alcohol or other substance, who divulges any detail of hospital patients or whose presence onsite is undesirable.
- vi. No organised labour activity is allowed on Department premises.
- vii. The Contractor's staff shall comply with the Department smoking policy.
- viii. The Contractor's staff shall comply with all other generally applicable laws and by-laws to be adhered to.

Changes at Points of Duty:

- ix The Department has the right to inform the Service Provider to re-deploy workers, either permanently or temporarily.

d. Continuity of Service:

- i. Cleaning staff may not leave their assigned duty post during their shift without the necessary replacement.

e. Posting of Cleaning staff and Inspection:

- i. Inspections and posting of cleaning staff on site must be done before every shift in terms of a duty roster.

f. Permanency:

- i. The Department shall be notified in advance of any changes to the shift roster when staff shall be changed on a permanent basis.

g. Site Management/Supervision:

- i. The Service Provider shall be responsible for the provision of the cleaning staff in terms of the agreement.
- ii. The Service Provider shall be responsible for overall management and supervision of the cleaning staff provided in terms of the agreement.
- iii. The service provider must ensure that the cleaning staff signs an attendance register when reporting for and going off duty. The attendance register must be verified by the Assistant Director: Support Services and attached to the monthly invoice.

16 Department And Private Property

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

17 Liaison

- a. The Contractor shall appoint a Manager/Supervisor who shall work in close co-operation with the Departmental Representative / Management to facilitate the flow of accounts, payments, information, solving of problems, etc. between the parties.

18 Monitoring

- a. The departmental Support Service Manager has the final prerogative to declare that all the services rendered by the Contractor conform to the specifications of the contract in terms of quality and process.

19 Communication

- a. The Department shall communicate with the Manager/Supervisor on an on-going basis about routine issues and to monitor the standard and quality of the service rendered.
- b. The Department shall also address operational and technical problems that may arise in consultation with the Supervisor.

c. Monthly and other ad hoc meetings will be held with the Contractor/Supervisor and other stakeholders as determined by the Contract manager.

d. Contractor's Office

- i. It shall only be used for the purpose of an office, safekeeping (lockers) and changing facilities as described in the Regulations.
- ii. The Contractor shall provide his own safekeeping lockers for his own staff.
- iii. The Contractor is to devise and implement control systems to prevent vandalism, graffiti, theft and damage to the building infrastructure and fittings etc.
- iv. The Contractor shall ensure that adequate notices are displayed informing all users that the safekeeping facilities (lockers) are used at their own risk.

20 Smoking

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

21 A Service Level Agreement will be signed after the contract has been awarded if required.

SECTION B

PART 3: QUESTIONNAIRE: ORGANISATIONAL FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER

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

4.1. Financial Standing

- 4.1.1 The bidder must be financially self-sufficient to pay all costs, uniforms, overheads, including salaries for the first two months of the contract, as well as for any on-site training period.
- 4.1.2 The first payment can only be expected thirty (30) days after the commencement of the contract with submission of invoice at the end of the month in which the service was provided.

4.2 Total Number of Employees :

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

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

	Number
Less than 20%	
Between 21-50%	
Over 50%	

4.4 **Physical Infrastructure**

4.4.1 Administrative Offices

4.4.1.1 Where is the bidders administrative office which will be responsible for the site.

State physical address and telephone numbers.

.....
.....
.....

4.4.1.2 Does the bidder have a contingency capacity in case of emergencies on the site. **State capacity.**

.....

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

.....

4.5.1 **Further Information Regarding the Administration Office:**

4.5.1.1 Is it a guaranteed 24-hours service? Yes No

4.5.1.2 Is it situated at home? Yes No

4.5.1.3 Is it a dedicated Administration Office? Yes No

4.5.1.4 Land-line telephones in Administration Office. Yes No

4.5.1.5 Activated cell phones in Administration Office. Yes No

4.5.1.6 Administration Office always manned by well-trained staff who can handle emergency situations. Yes No

4.6 **Uniforms**

4.6.1 Does the bidder have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times? Yes No

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

4.6.3 The Contractor must provide the cleaning staff with all the necessary Personal Protective Equipment (PPE)

4.7 **Identification Badges**

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

 Yes No

4.8 **Cleaning Contract Experience**

4.8.1 Previous cleaning contract experience within a Health environment over the past two (2) years

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

SPECIFICATION COMPLIANCE SCHEDULE

THIS DOCUMENT MUST BE COMPLETED IN CONJUNCTION WITH WCBD 3.2 (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

The Bidder is required to indicate, adjacent to each paragraph in the column provided for this purpose, whether the bidder is in compliance with the bid specifications and to what extent by writing “Comply”, “Non-comply”, provide comment or make reference to attached documentation if any. The additional documentation provided by the bidder must clearly show the paragraph in the bid document to which it relates.

THE TYGERBERG AND MITCHELLS PLAIN ORAL HEALTH CENTRES & CHILDREN ORAL HEALTH CLINIC RESERVES THE RIGHT TO AWARD THIS BID IN WHOLE OR NOT TO MAKE ANY AWARD AT ALL.

TOTAL BID PRICE FOR THE FULL BID PERIOD – 36 months (in RSA Currency including VAT)

Item No	Quantity	Description of Service	BID PRICE
1	One service comprising of full time cleaners for 8 hours per day <i>TOH:(26 Females,20 Males 4 & 2 Supervisor)</i> <i>MPOH:(11 Females 8, 2 Male & 1 Supervisor)</i> <i>COH:(1 Female)</i> Service times: Monday to Friday from 6:00 to 18:00	SERVICE: Render a cleaning service at the premises of the Tygerberg Oral Health Centre, Tygerberg Hospital Complex, Tygerberg, Mitchells Plain Oral Health Centre, Melomed building, Mitchells Plain and Children Oral Health Clinic Day Hospital for a period of three years, which includes offices, conference rooms, toilets, corridors, parking areas etc, in accordance with the Specification Compliance Schedule (WCBD 3.4). INDEX: TOHC - Tygerberg Oral Health Centre MPOHC - Mitchells Plain Oral Health Centre COHC - Children Oral Health Centre TOHC Group 1 (6am – 3pm) Group 2 (9am – 6 pm) Females – 7 Females - 13 Males - 1 Males - 3 Supervisor - 2	R..... Per month for the 1st year R..... Per month for the 2nd year R..... Per month for the 3rd year

		<p><u>MOHC</u></p> <p><u>Group 1 (6am – 3pm)</u> <u>Group 2 (9am – 6 pm)</u></p> <p>Females – 4 Females -- 4</p> <p>Males – 1 Males - 1</p> <p>Supervisor - 1</p> <p><u>COHC</u></p> <p><u>Group 1 (7am – 4pm)</u></p> <p>Females – 1</p>	
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2.4 STAFFING ALLOCATIONS & REQUIREMENTS:

2.4.1 The shifts allocated are exclusive of Public Holidays.

INSTITUTION	CLEANER NUMBERS PER AREA						BIDDERS RESPONSE
	GROUP 1 Monday to Friday			GROUP 2 Monday to Friday			
Tygerberg Oral Health (26)	Females (7) Male (1) Supervisors (2)	06:00- 15:00	Monday to Friday	Females (13) Male (3)	09:00 – 18:00	Monday to Friday	
Mitchell's Plain Oral Health (11)	Females (4) Male (1) Supervisor (1)	06:00- 15:00	Monday to Friday	Females (4) Male (1)	09:00- 18:00		
Childrens Oral Hospital (1)	1	07:00- 16:00	Monday to Friday				
TOTAL CLEANERS:		17			21		

Paragraph no.	Specification	INDICATION OF COMPLIANCE																																					
		NB																																					
		It is imperative that this column, be completed alongside each paragraph and sub-paragraph																																					
1.	<p>DESCRIPTION OF PREMISES</p> <p>TYGERBERG and MITCHELLS PLAIN ORAL HEALTH CENTRE & CHILDREN ORAL HEALTH CLINIC(DAY HOSPITAL)</p> <p>Address: Tygerberg Hospital Complex, Tygerberg, including the Mobile truck Melomed Hospital, Mitchells Plain Mitchells Plain Day Hospital</p> <p>Structure: Brick buildings with single offices, open plan offices, conference rooms, consultation rooms, a hall, toilets, kitchens, etc., as indicated hereunder (paragraphs 2 – 4)</p> <p>Number of occupants: TOH: ±400 MPOH: ±250 COHC: ±120</p> <p>Visitors per day: average of ±300 people per day per site</p>																																						
2.	<p>AREAS TO BE CLEANED:</p> <p>The successful bidder must clean the following areas:</p> <table border="1"> <thead> <tr> <th></th> <th>Tygerberg Oral Health Centre</th> <th>Mitchells Plain Oral Health</th> <th>Children Oral Health Clinic MP Day Hospital</th> </tr> </thead> <tbody> <tr> <td>NO OF FLOORS</td> <td>5</td> <td>4</td> <td>1</td> </tr> <tr> <td>TOILETS</td> <td>70</td> <td>20</td> <td>5</td> </tr> <tr> <td>KITCHENS / COMMON ROOM</td> <td>2</td> <td>1</td> <td>1</td> </tr> <tr> <td>OPEN PLAN OFFICES</td> <td>2</td> <td>1</td> <td>0</td> </tr> <tr> <td>STAFF ROOM</td> <td>7</td> <td>4</td> <td>0</td> </tr> <tr> <td>SINGLE OFFICES</td> <td>169</td> <td>11</td> <td>2</td> </tr> <tr> <td>DOUBLE OFFICES</td> <td>0</td> <td>54</td> <td>0</td> </tr> <tr> <td>CONFERENCE ROOMS / MEETING</td> <td>5</td> <td>2</td> <td>0</td> </tr> </tbody> </table>		Tygerberg Oral Health Centre	Mitchells Plain Oral Health	Children Oral Health Clinic MP Day Hospital	NO OF FLOORS	5	4	1	TOILETS	70	20	5	KITCHENS / COMMON ROOM	2	1	1	OPEN PLAN OFFICES	2	1	0	STAFF ROOM	7	4	0	SINGLE OFFICES	169	11	2	DOUBLE OFFICES	0	54	0	CONFERENCE ROOMS / MEETING	5	2	0	YES	NO
	Tygerberg Oral Health Centre	Mitchells Plain Oral Health	Children Oral Health Clinic MP Day Hospital																																				
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LIBRARY & STUDENT RESOURCE CENTRE	1	0	0
COMPUTER LAB	1	1	0
TECHNICAL LABS	14	4	0
PATH LAB	2	0	0
LECTURE ROOMS	5	6	0
CONSULTATION ROOMS (CUBICALS)	169	59	2
STOREROOMS	1	7	1
SICKBAY / SEDATION CLINIC	3	2	0
THEATRE	1	0	0
ENTRANCE & FOYER	9	1	1
PASSAGES	52	16	2
PASSAGE ON A-LEVEL GO TO TBH WEST & EAST	2	0	0
PASSAGE ON A-LEVEL GO TO MEDICAL SCHOOL WEST & EAST	2	0	0
STAIRCASES & LANDINGS	86	9	0
RECEPTION AREAS	1	6	1
LIFTS	4 (10 doors)	2 (6 doors)	0
SLUICE	9	0	0
STERILIZATION	3	2	1
MAINTENANCE	1	1	0
LAUNDRY	3	0	0
RADIOLOGY WITH PASSAGE	15+1	10+1	1
CATCAM ROOM	1	0	0
MICROSCOPE ROOM	1	0	0
STUDENT LOCKER ROOM	1	1	0

	CLEANERS STAFF ROOM	1	2	0		
	SMOKERS ROOM	1	0	0		
	Dental Chairs					
3.	SIZES OF AREAS TO BE SERVICED:					
	The service provider must take note of the following area sizes:				YES	NO
	AREA			SIZE (m²)		
	Total area					
	TOH			14 000m ²		
	MPOH			3992.3m ²		
	COHC			157.52 m ²		
4.	DELIVERABLES: STANDARD METHOD & FREQUENCY					
	The Service Provider must render the following cleaning service:				YES	NO
4.1	Banisters:	Dust - Twice weekly Wet wipe – Weekly				
4.2	Blinds: Fortnightly	Vertical & Horizontal – remove dust –				
4.3	Carpets:	Vacuum - high traffic - Daily - Low traffic - Twice weekly Remove spots and stains - When necessary Interim cleaning - As required Restorative cleaning – every 6 months				
4.4	Ceilings & Vents:	Dust and wet wipe walls, corners and skirtings & Air vents every 2 months with cleaning liquid.				
4.5	Chairs (normal, office, laboratory):	Cloth Upholstered - Vacuum fortnightly Spot clean as necessary Restorative cleaning every 6 months Vinyl and Leather – Damp wipe daily (ALL other chairs) - Damp wipe with cleaning liquid fortnightly				
4.6	Computer Equipment:	Dust and damp wipe weekly with cleaning liquid				
4.7	Desks & Workstations:	Natural unsealed wood – Dust daily				
4.8	Scaled wood/glass/Formica/metal/stainless steel:	Dust or damp wipe daily				
4.9	Doors:	Remove finger-marks on glass and push plates Dust and/or damp wipe frequently with disinfectant material				
4.10	Door handles:	Damp wipe frequently with disinfectant material				

4.11	Electrical Equipment: Dust daily and damp wipe weekly with disinfectant material		
4.12	All Reception areas/Entrance foyer and lobbies: Sweep, wash with mop entrance to foyer (tiled area) daily (to be clean by 06:30).		
4.12.1	Disinfect of surfaces at Reception		
4.13	Glass doors in foyer area including sliding doors: Clean twice (2) daily (to be clean by 06:30)		
4.14	Windows in passages, internal and external: Clean weekly		
4.15	All other windows : Clean quarterly (Refer to paragraph 9.20)		
4.16	Reception counter: Dust and polish daily (to be clean by 06:30)		
4.17	Furniture in reception area: Dust, damp wipe and polish daily with disinfectant liquid (by 06:30)		
4.18	Chairs: Vacuum weekly Cleaned daily and in-between sessions Vinyl and leather dust daily Damp wipe fortnightly.		
4.19	Floors – Resilient (vinyl, sealed wood, etc.) (soft)		
4.20	High traffic areas: (All passages) -Remove dust with mop or disposable cloth sweeper twice a day/ as needed - Damp mop for soilage as necessary with disinfectant liquid / as needed - Spray clean or burnish using a mechanized system three times a week / as needed - Light scrub and apply maintenance coat as necessary / as needed - Damp mop toilet floors and other floors twice (X 2) daily with disinfectant liquid / as needed - Reception areas damp mop twice(2) a day with disinfectant liquid / as needed - Strip clean and reseal toilet floors once a week - Strip and seal all floors and Theatre every six (6) months. Minimum of 3 coats. -Theatre and Oral Surgery floors to be buffed weekly		
4.21	PLEASE NOTE THAT THERE SHOULD BE NO SILICONE IN SEALER OR STRIPPER		
4.22	Low traffic: -Remove dust with mop or disposable cloth sweeper daily / as needed -Damp mop for soilage as necessary with disinfectant liquid / as needed -Spray clean or burnish using mechanised system weekly / as needed -Light scrub and apply maintenance coat as necessary / as needed -Strip clean and reseal as required		

4.22.1	Floors - Hard (ceramic, Concrete, wooden, etc)		
4.22.2	High traffic:	<ul style="list-style-type: none"> -Remove dust with mop or disposable cloth sweeper twice a day / as needed -Damp mop for soilage daily with disinfectant liquid / as needed -Spray clean using a mechanized system three times a weekly / as needed -Machine scrub and dry to remove accumulated soilage every six(6) months 	
4.22.3	Low traffic:	<ul style="list-style-type: none"> -Remove dust with mop or disposable cloth sweeper daily / as needed -Damp mop for soilage as necessary with disinfectant liquid / as needed -Spray clean using a mechanized system and machine scrub and dry as necessary 	
4.23	Refuse & Parking areas:	<ul style="list-style-type: none"> Tarred -Remove litter daily -Remove leaves, stones, sand, etc. using mechanized sweeper or broom daily -Student lecture room foyer / Entrance <ul style="list-style-type: none"> * keep clean daily (sweep) * remove litter daily * remove leaves, stones, sand, cigarette buds, etc. -Including B East and West ramp and front section until the pavement. 	
4.24	Drains :	Cleaning of water drains daily	
4.25	Heaters & Air cons:	Dust and damp wipe weekly, including mobile aircons	
4.26	Kitchens:	<ul style="list-style-type: none"> Floors and work surfaces damp mop/wet wipe with disinfectant liquid and dry daily Walls and cupboard doors damp wipe twice a week with disinfectant liquid 	
4.27	Lamps:	<ul style="list-style-type: none"> Dust daily Damp wipe weekly 	
4.28	Toilets:	<ul style="list-style-type: none"> -Clean and ensure usability and replenish consumables three hourly /needed -Remove soilage from bowl and under flush rim with hard surface cleaner and a brush three(3) hourly /needed 	
4.29	Basins: (except clinic)	<ul style="list-style-type: none"> -Wet wipe with disinfectant surface cleaner three hourly /needed -Remove mineral deposits daily -Fill liquid soap holders twice daily. Time: 06:00 & 12:00 -Fill paper hand towel dispensers twice (2) a day. Time: 06:00 & 12:00 	

4.30	Refuse Bins:	Move to collection point daily and return to refuse holding area after refuse collection daily. Cleaning of bins		
4.31	Lifts:	Sweep and Wet mop with disinfectant liquid daily, wiping of stainless steel doors and spot clean when necessary		
4.32	Staircases:	Sweep and Wet mop with disinfectant liquid daily		
4.33	Dental Cubicles:	Sweep and Wet mop with disinfectant liquid daily. High dusting. Refilling of soap dispensers and paper towel dispenser. Clean and disinfect dental chairs, in cubicles, x- rays, service rendering and simulator area Clean spittoon bowls, suction and amalgam traps Collect distilled water on A floor and refill bottles on dental chairs for cubicles Refilling of hand wash/soap and hand towel paper in the cubicles, x-rays services, rendering and simulator area		
4.34	Blood Spills and disgorgement	Must be cleaned immediately, Clean with separate mop and disinfectant liquid		
4.35	Checking and refilling of automatic hand sanitisers daily /as needed	TOHC – 61 MPOHC - 39		
4.36	Medical waste boxes: closing and sealing of medical waste boxes and remove them from floor to the medical waste room collection point. The Service Provider must have trained medical waste employees			
4.37	Sharps containers: Remove full sharp containers from floor from floor to the medical waste room collection point. The Service Provider must have trained medical waste employees			
4.38	Laboratories:	clean after every session. Average three (3) sessions per day		
4.39	Service rendering & two waiting areas – Emergency, aerosol generation and administration area – clean after every session. Doorknobs/handles, surface chair benches.			
4.40	Collection of water bottles for water coolers and keep it refilled Cleaning of water dispenser & drip tray,			
4.41	<u>Mobile Unit/truck cleaning-(TOHC)</u>	<ul style="list-style-type: none"> • Clean and disinfect x3 permanent dental chairs. • Clean and disinfect x5 portable dental chairs • Cleaning and emptying the portable suction • Clean and disinfect spittoon bowls, suction and amalgam traps • Removal of waste boxes : closing and sealing of medical waste boxes & removing from mobile truck • Removal of sharps containers: remove full sharp containers from mobile truck • general cleaning of mobile truck inside. 		

	<ul style="list-style-type: none"> wipe and disinfect door handles, cupboards, walls, outside doors, windows wipe and disinfect surface area sweep floors and wet mop with disinfectant liquid refill of paper towels dispensers and soap dispensers 		
5.	STATUTORY AND MANDATORY REQUIREMENTS		
5.1	<p>A. Every question must be answered by marking the applicable “Yes” or “No” block with an “x”.</p> <p>Failure to comply with this requirement or the provision of acceptable, well-motivated written explanations where deviations occur, shall lead to immediate disqualification of the bid.</p> <p>B. All information provided in this Section shall or may be verified by The Department.</p> <p>C. Relevant documentation and copies of such documentation must be attached to the last page of the bid document.</p>	YES	NO
5.2	<p><u>Organisation status of Bidder</u></p> <ul style="list-style-type: none"> Joint venture 		
5.3	<u>Documentary Evidence Required</u>		
5.3.1	- Company Registration:		
5.3.2	Copy of partnership agreement and in the case of joint ventures and consortia a memorandum of understanding.		
5.4	- Registration in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993.		
5.4.1	Is the bidder registered with the Commissioner for COID? Provide documentary evidence (letter of good standing) of current valid registration.		
5.5	- Is the bidder registered with the Commissioner for Unemployment Insurance Fund Registration (UIF)?		
5.6	- Occupational Health and Safety Act , 1993 (Act 85 of 1993) and Regulations of the Act. Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act?		
5.7	- Skills Development Levies Act (9 of 1999).		
5.7.1	Is the bidder registered with the Department?		
5.7.2	Provide documentary evidence of current valid registration.		
5.8	- Pay as you earn (PAYE)		
5.8.1	Is the bidder registered with the Commissioner for PAYE?		
5.9	- Public Liability Insurance.		
5.9.1	Is the bidder currently insured against liability claims?		

<p>5.9.2 Provide documentary evidence of current public liability insurance.</p> <p>5.9.3 What is the amount insured? (minimum <u>R2 000 000</u>)</p> <p>5.9.4 The contractor must have two (2) years' experience in the Public Health sector.</p> <p>5.10 Provide proof and/or contact details of three (3) written references.</p>	<p>All offers will be evaluated by the statutory and mandatory requirements. Failure to submit the required information will result in your bid being regarded as non-compliant.</p> <p>The following documentation will form part of the specification and successful bidder must guarantee to comply with the standards as set in the present and future relevant legislation including but not limited to the following:</p> <ul style="list-style-type: none"> • General Conditions of the Contract (GCC) • Special Conditions of the Contract (SCC) • The Constitution of the Republic of South Africa, Act 108 of 1996 • Employment Equity Act, Act 55 of 1998 • Labour Relations Act, Act 66 of 1995 • Basic Conditions of Employment Act, Act 75 of 1997 • Promotion of Equality and Prevention of Unfair Discrimination Act, Act 4 of 2000 • Occupational Health and Safety Act, Act 85 of 1993 • Occupational Injuries and Diseases Act, Act 130 of 1993 • The National and Provincial Infection Prevention and Control Policies • The Ideal hospital Standards • Must be registered on the Central Supplier Database(CSD) <p>The company shall comply with the Sectoral Determination 1 establishing conditions of employment for employees in the Contract Cleaning Sector, South Africa, made by the Minister of Labour, in terms of section 51 (1) of the Basic Conditions of Employment Act, 1997 (No. 75 of 1997), published under Government Notice R. 622 of 14 May 1999 and all subsequent amendments thereto in respect of minimum remuneration, working hours and any other employment conditions etc.</p> <p>Company must comply with the Occupational Health and Safety .</p>		
<p>6.</p>	<p>EQUIPMENT TO BE USED: (All equipment is to be heavy duty - industrial)</p> <p>The service provider must use the following equipment and tools to perform the service:</p>		
		<p>YES</p>	<p>NO</p>

		Tygerberg Oral Health Centre	Mitchells Plain Oral Health	Children Oral Health Clinic Day Hospital			
	BUFFING MACHINE	8	3	1			
	INDUSTRIAL VACUUM MACHINE	8	3	1			
	INDUSTRIAL VACUUM MACHINE FOR WATER	2	1	1			
	HYGIENE TROLLEYS	12	6	2			
	REGULATORY WARNING SIGNS	25	15	4			
	<p align="center">ALL OTHER EQUIPMENT BROOMS, MOPS, CLOTHES (COLOUR CODED IN ORDER TO PREVENT CROSS CONTAMINATION) SPRAY BOTTLES, CHEMICAL BOTTLES, SCRAPERS, TOILET BRUSHES, STEEL BRUSHES ETC.</p> <p align="center">PLEASE ENSURE ALL EQUIPMENT IS AVAILABLE ON SITE AT ALL TIMES.</p>						
7.	RESPONSIBILITY OF THE TYGERBERG AND MITCHELLS PLAIN ORAL HEALTH CENTRES & CHILDREN ORAL HEALTH CLINIC						
7.1	THE TYGERBERG and MITCHELLS PLAIN Oral Health Centres & CHILDREN ORAL HEALTH Clinic will:						
7.2	Provide at no cost all electrical points, water and a change room and a storeroom for cleaning material and equipment. All other appliances must be provided by the service provider (kettle, toaster, microwave oven etc.)						
7.3	Provide access to the premises that are to be serviced in order that the Contractor may carry out its obligations in the terms of the contract.						
7.4	Provide an attendance register.						
7.5	Department will check if the successful bidder is complying with Health and Safety Regulations						
8.	RESPONSIBILITY OF THE CONTRACTOR					YES	NO

	<p>All transport costs (of materials, equipment and cleaners) to and from the Tygerberg and Mitchells Plain Oral Health Centre shall be included in the costing.</p> <p>All cleaning materials specified and required to render the service shall be included in the costing of cleaning materials. (Cleaning materials includes, urinal tabs, toilet fresheners, liquid soap, smoked grey bags and clear bags, etc.).</p> <p>8.1 The Contractor shall:</p> <p>The equipment and methods used at the premises must comply with national or applicable safety and hygiene regulations. The Department of Health reserves the right to prohibit the use within the building of products with no safety, health or environmental protection. The materials and cleaning products should be in accordance to the applicable provisions of Public Health and approved by the appropriate public bodies. Eco- friendly detergents and disinfectants should not have unpleasant odours and not be harmful to staff's and visitors' health and structure (they should be hypoallergenic and free of Toxicity and not harmful to the building's facilities and equipment. The Department of Health (Supply Chain Management) must be notified immediately within one week of any change in materials and cleaning products Each product can be replaced by an equivalent only under the same qualitatively and quantitatively regulatory framework. If the department does not accept the quality of some of the materials, it reserves the right not to allow their use.</p> <p>9.1 Provide all cleaning material and equipment necessary for the proper execution of the cleaning service in terms of the Specification. It is required that all bottles with chemicals be labelled according the Health and Safety Regulation Act. All clothes should be coloured coded according to usage area, E.g. (blue-toilet & green-office). Mops to be coloured coded as well (Kitchen, office, toilet & cubicles). Scrubbing pads also to be coloured coded. Cleaners to supply their own gloves for all cleaning</p> <p>9.1.1 Sealer Dressing: Usually a dry, bright or buffable polymer and synthetic wax emulsion, applied to resilient floors to protect and/ or enhance their aesthetics and ease the cleaning process. Biocide in water for patient's rooms. Product used shall be non-ammonia base with a build in solid content of not less than 25%. Floor Sealer / Dressing (SABS Number 0170) (SANS Number 10170). 25% solid content or more (Polymer).</p> <p>9.1.2 Stripper: A detergent that will chemically unlock the bonding molecules in dumping's and polishes and allow them to be removed from the floor. Product used shall be non-ammonia base and no silicone. Floor Stripper (SABS Number 0170) (SANS Number 10170). Compatible with sealer non-ammonia base.</p> <p>9.1.3 Cleaning Chemicals: Only cleaning chemicals that are acceptable for use in hospital cleaning will accepted. All cleaning chemicals to be used by the contractor must be accompanied by Material Data Safety Sheets All chemicals to be used must be accompanied by Materials Data Safety Sheets. Failure to provide this documents with your Tender document might lead to disqualification, <u>NO documentation will be accepted afterwards.</u> The client has the</p>		
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	right to take samples of the tendered chemicals and send it for laboratory tests if as and when necessary. No ammonia-based products are allowed. Failure to comply will be reported to the to our Department.		
9.1.4	Neutral Detergent: (SABS Number 892) (SANS Number 892) for use in high dusting and washing of walls		
9.1.5	All Purpose Cleaner (SABS Number 892) (SANS Number 892) for use in toilet bowls, hand basins, etc. Must be non-ammonia based.		
9.1.6	Window Cleaner for use in the washing of windows as stipulated in the Site-Specific Specifications.		
9.1.7	Brass Cleaner for use in the cleaning of brass knobs, etc.		
9.1.8	Stainless Steel Cleaner (SABS Number 6316) (SANS Number 1316) for use in lifts, door frames, etc. – smell must not be overpowering to patients and lift users.		
9.1.9	Neutral Detergent for floor scrubbing (SABS Number 0170) (SANS Number 10170).		
9.1.10	General Purpose Cleaner for bumper rails, staircases,		
9.1.11	Air Freshener for general use.		
9.1.12	Degreaser (SABS Number 1216) (SANS Number 1216) for stubborn dirt such as showers or fatty dirt built-up.		
9.1.13	Oven Cleaner.(SABS Number SABS 1255) (SANS Number SANS 1255)		
9.1.14	Bleach and Dishwashing liquid SABS approved		
9.1.15	CONSUMABLE AVAILABILITY Sufficient stock of cleaning consumables to be supplied by successful bidder with minimum stock levels to be available at all times. A list of consumables provided should be given and checked with the contract manager on a monthly basis / as needed.		
9.1.16	Consumables to be supplied shall be an approved brand with the South African Bureau of Standards		
9.1.17	All chemicals and cleaning agents must be clearly labelled, o containers with screw caps.		
9.1.18	Consumable/chemicals must be correctly mixed especially the Undiluted chemicals as per the product specification.		
10			
10.1	Maintain its equipment in good order.		
10.2	Ensure that fair labour practices are complied with.		
10.3	Observe all statutory Conditions of Employment eg, wages and other contributions, hours of work, overtime or leave applicable etc. to the Contract Cleaning Industry. (refer to paragraph 5.1.1.1 above)		
10.4	Supply the labour force to render the cleaning service in terms of the specification. This labour force is to conduct itself in an efficient and professional manner, in carrying out their duties and keep disturbances to the staff of the building to a minimum.		

10.5	Ensure that its supervisor, who must be identified in writing to THE TYGERBERG and MITCHELLS PLAIN Oral Health Centres & CHILDREN ORAL HEALTH Clinic's representative and empowered to act for him/her, is present on site during the official working hours. Must attend to any problems or complaints that may arise and directives given to him/her by THE TYGERBERG and MITCHELLS PLAIN Oral Health Centres & CHILDREN ORAL HEALTH Clinic's representative. Ensure that the supervisor is contactable at all times.		
10.6	Ensure that a meeting between the Contractor and a representative of THE TYGERBERG and MITCHELLS PLAIN Oral Health Centres & CHILDREN ORAL HEALTH Clinic takes place once a month.		
10.7	Ensure that replacement staff is available at all times (for eg. absenteeism, industrial actions etc.) The service provider must ensure that all its contracted staff adhere to the daily starting and ending times for the specified services and that THE TYGERBERG and MITCHELLS PLAIN Oral Health Centres & CHILDREN ORAL HEALTH Clinic could request to replace cleaning staff when necessary.		
10.8	The service-provider shall be liable for the provision of the cleaning service irrespective of the effect of industrial action and/or unrest on management staff and cleaning staff it employs.		
10.9	Keep the facilities provided by THE TYGERBERG and MITCHELLS PLAIN Oral Health Centres & CHILDREN ORAL HEALTH Clinic clean and tidy.		
10.10	Conform to all Laws, Regulations or By-Laws of any Department of State, Provincial Administration or Local Authority, which may be applicable hereto.		
10.11	Comply with Community Safety security and emergency policies and procedures.		
10.12	Ensure that all staff employed is issued with protective clothing with the company's logo, as well as nametags.		
10.13	Accept responsibility and liability for the safekeeping and maintenance of its equipment on the premises of THE TYGERBERG and MITCHELLS PLAIN Oral Health Centres & CHILDREN ORAL HEALTH Clinic.		
10.14	Supply urinal tabs for urinals.		
10.15	Supply Deo block or similar toilet fresheners for all toilets.		
10.16	Supply liquid soap in accordance with par.4.25 in toilets also. TOHC: 15 bottles of 5litres & MPOH&COHC: 4 bottles of 5litres. = 19 bottles of 5litres per month		
10.17	Provide regulatory warning signs in all areas of operation where people could be injured as a result of the cleaning activities (eg wet floors), and when toilets are being serviced. The warning signs must be at least in English and must be neat and clearly legible, from a short distance and approved by THE TYGERBERG and MITCHELLS PLAIN Oral Health Centres & CHILDREN ORAL HEALTH Clinic prior to use.		

10.18	The contractor must be fully equipped to clean all windows in the building (inside as well as outside). Window cleaning is to take place at least once every three- (3) months, except as specified under paragraph 4.13. Provide all necessary special equipment required for window cleaning. At commencement of the contract the contractor is to submit a program showing when the windows will be cleaned. Must comply with Health and Safety Regulation Act		
10.19	Accept responsibility and liability for all Health and Safety Regulations (injury on duty, sharp injury & needle stick prick)		
10.20	To supply Clear Bags size: 600mm X 525mm X 32micron to TOHC: & MPOHC&COHC as required (400)		
10.21	To supply Smoked Grey Bags size: 900mm X 760mm X 50micron to TOHC, MPOHC & COHC as required (500)		
10.22	The contractor must train staff on chemicals and the usage thereof and provide proof of such training and attendance.		
10.23	Site Manager and Shift Supervisors must have proven appropriated skills and training which allow an effective, efficient and fully compliant service rendering and personnel management. The contractor shall handle own Human Resource related matters.		
10.22	Contractor staff must have received full training on infection control and other relevant hygiene standards so as to comply with the IPC and IHS requirements.		
10.23	Contractor must submit proof of Hepatitis A & B immunisation for all staff (including casualties) before resuming with contract duties		
10.23.1	Failure to submit this will prohibit any staff from entering and working in the Hospital.		
10.23.2	Submission of proof of periodical Hepatitis A & B immunisation for contractor staff after the tender has resumed must take place as necessary.		

10.	SPECIAL CONDITIONS		
10.1	Payment Arrangement: Payment will be effected monthly within 30 days of receipt of an invoice, after satisfactory services have been certified.		
10.2	The invoice will be checked against the staff attendance records referred to in par. 8.3 and 8.4. Should it be found that the contractor did not provide the prescribed number of cleaning staff for each day and all hours of the invoice month, THE TYGERBERG and MITCHELLS PLAIN Oral Health Centres & CHILDREN ORAL HEALTH Clinic will deduct.		
11.	PENALTIES AND PRO RATA DEDUCTIONS		
11.1	Deductions and penalties will be incurred against the Service Provider for every hour for work not performed according to the Bid Specification and conditions. (Part of an hour will be regarded as a full hour.)		
11.2	The Service Provider will be penalized and pro rata deductions will be made for not adhering to Bid specifications.		
11.3	Miscellaneous penalties: <ul style="list-style-type: none"> • Late postings per person (½ hour after schedule time) R150.00 per person • Failure to post a per person per day R200.00 per person • Asleep on duty R100.00 per occurrence ,to be removed from site should a second similar offence occur • Failure to wear and display identity cards R 50.00 per occurrence • Failure to adhere to dress code R 50.00 per occurrence 		

- | | |
|--|---|
| | <ul style="list-style-type: none">• Absent from point of duty without permission R200.00 per occurrence• Posting of untrained staff R100.00 per occurrence• Failure to provide a relief R200.00 per occurrence |
|--|---|

PRICING SCHEDULE

PROVISION OF A COMPREHENSIVE CLEANING SERVICE TO MITCHELL'S PLAIN ORAL HEALTH CENTRE, TYGERBERG ORAL HEALTH CENTRE AND MITCHELL'S PLAN CHILDREN'S ORAL HEALTH CENTRE (DAY HOSPITAL), DEPARTMENT OF HEALTH WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD.

NAME OF BIDDER:.....	BID NUMBER: WCGH SC 0426/2024
CLOSING TIME:	

OFFERS SHALL BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

ITEM NO	DESCRIPTION	BID PRICE IN SA CURRENCY INC VAT		
1		Year 1	Year 2	Year 3
	Provision of a Comprehensive Cleaning Service To:			
	1. Mitchell's Plain Oral Health Centre.	R..... (per month)	R..... (per month)	R..... (per month)
	2. Tygerberg Oral Health Centre.	R..... (per month)	R..... (per month)	R..... (per month)
	3. Mitchell's Plan Children's Oral Health Centre (Day Hospital).	R..... (per month)	R..... (per month)	R..... (per month)
		R..... (Total for the year)	R..... (Total for the year)	R..... (Total for the year)
	Total for 3 years:	R		

COST BREAKDOWN OF MONTHLY FEES for:	1 st YEAR MONTHLY RATE	2 nd YEAR MONTHLY RATE	3 rd YEAR MONTHLY RATE
Total basic salary per cleaner per hour (normal hours):	R.....	R.....	R.....
Total basic salary per supervisor per hour (normal hours):	R.....	R.....	R.....
Total basic salary per cleaner per hour (Public holidays):	R.....	R.....	R.....
Total basic salary per supervisor per hour (Public holiday):	R.....	R.....	R.....
Total UIF costs:	R.....	R.....	R.....
Total COID costs:	R.....	R.....	R.....
Total Transport costs:	R.....	R.....	R.....
Total Training SDL costs:	R.....	R.....	R.....

Total Overheads costs (including profit):

R..... R..... R.....

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

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

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

C. The price(s) quoted must be firm for the duration of the contract. YES / NO

Definition of pricing structures

For the purpose of this bid the following explanations are provided:

1. Firm prices

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

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

Firm prices linked to fixed period adjustments, i.e., three tier prices (Firm 1st, firm 2nd, and 3rd year prices), only subject to the variables indicated in the above paragraph.

Kindly note that the cost of labour does not fall within the parameter of the above paragraph.

The increased cost of labour must therefore be projected into the 2nd and 3rd year pricing as no increase will be granted in this regard during the contract period.

Note: Any advantage due to a more profitable exchange rate must be passed on to the province.

PROVINCIAL GOVERNMENT WESTERN CAPE

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

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

6. **Definitions**

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

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

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;

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

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

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

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

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or

- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

- (i) that amounts to the-

- (aa) illegal. dishonest. unauthorised. incomplete. or biased: or

- (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

- (ii) that amounts to-

- (aa) the abuse of a position of authority;

- (bb) a breach of trust; or

- (cc) the violation of a legal duty or a set of rules;

- (iii) designed to achieve an unjustified result; or

- (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

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

“employee”, in relation to –

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

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

“entity” means any -

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

(b) sole proprietorship;

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

“Family member” means a person's -

(a) spouse; or

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

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

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

listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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

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

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

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

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

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

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

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

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

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

.....

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

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

ANSWER:.....

1.4 Do you want to make an affirmation? ANSWER:

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

.....

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:.....

Place

.....

Business Address:

.....

.....

.....

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

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

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

1. DEFINITIONS

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

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

2. GENERAL CONDITIONS

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

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

part2.5 Failure on the part of a bidder to complete and sign this form and submit, in the circumstances prescribed in the Codes of Good Practice, either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), or an affidavit confirming annual total revenue and level of black ownership, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining the **highest number of total points** will be awarded the contract.

3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.

3.3 A bidder failing to submit proof of B-BBEE status level, or who is a non-compliant contributor to B-BBEE will not be disqualified, but will only score:

- (a) points out of **80/90** for **price**; and
- (b) 0 points out of **20/10** for **B-BBEE**.

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\max} = Price of highest acceptable bid

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

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

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

6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.

6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A **QSE that is at least 51% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.

6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

6.6 A **trust, consortium or joint venture** will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.7 A **trust, consortium or joint venture (including unincorporated consortia and joint ventures)** must submit a consolidated B-BBEE status level verification certificate for every separate bid.

6.8 **Tertiary institutions and public entities** will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

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

- 8.1 B-BBEE Status Level: = *(maximum of 20 points in terms of 80/20)*
- 8.2 B-BBEE Status Level: = *(maximum of 10 points in terms of 90/10)*

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

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

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

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

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

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

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

Enterprise name	
Trading name	
Registration number	
Enterprise address	

3. I hereby declare under oath that:

- The enterprise is _____ % Black owned;
- The enterprise is _____ % Black woman owned;
- Based on management accounts and other information available for the _____ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r (e) as amended (select one) _____ of **the dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box.**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% Black owned	Level Two (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.	(b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.	
(c) At least 25% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operational or financial capacity.	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date of signature by the commissioner.

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 6. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security** 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses** 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the

supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

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

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

15. Warranty

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation(NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34 Prohibition of Restrictive practices** 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.2 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.