

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

BID NUMBER: **WCGHSC0348/2022**

CLOSING DATE: **FRIDAY, 12 MAY 2023**

CLOSING TIME: **11:00**

FOR THE PROVISION OF RENDERING A CLEANING SERVICE AT LENTEGEUR LAUNDRY, MITCHELLS PLAIN UNDER CONTROL OF WESTERN CAPE GOVERNMENT HEALTH FOR A 3-YEAR PERIOD

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

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

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

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

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

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

Central Supplier Database self-registration only: www.csd.gov.za
Contact email: SCM.eProcurementDOH@westerncape.gov.za

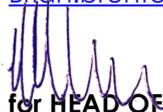
Where a bidder's tax compliance status cannot be verified or if a bidder's tax status is non-compliant on the CSD, the bidder will be afforded 7 working days to confirm tax compliance for the bid to be considered.

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

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

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

Please refer all technical/specification enquiries to **Mr Brian Brenton** at telephone no. 021-200 0196 or email Brian.brenton@westerncape.gov.za.


C Munnik
for HEAD OF DEPARTMENT

DATE: 11/04/2023

WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING	
BID OPENED @ 11:00	
12 MAY 2022	
1).....	2).....
SIGNED	SIGNED

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:	WCGHSC0348/2022	CLOSING DATE:	12 MAY 2023	CLOSING TIME:	11:00
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DESCRIPTION	CLEANING SERVICES AT LENTEGEUR LAUNDRY MITCHELLS PLAIN FOR A PERIOD OF 3 YEARS.
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

MAIN ENTRANCE OF DEPARTMENT OF HEALTH AND WELLNESS, SUPPLY CHAIN MANGEMENT OFFICES (M9 BUILDING) ON PREMISES OF KARL BREMER HOSPITAL, C/O MIKE PIENAAR BOULEVARD. BELLVILLE

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Shameez Halifax	CONTACT PERSON	Brian Brenton
TELEPHONE NUMBER	021 834 9008	TELEPHONE NUMBER	021 200 0196
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a
E-MAIL ADDRESS	Shameez.Halifax@westerncape.gov.za	E-MAIL ADDRESS	Brian.Brenton@westerncape.gov.za

SUPPLIER INFORMATION

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

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

<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

SIGNATURE OF BIDDER:

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

DATE:

NOTICE TO ALL BIDDERS

COMPULSORY SITE MEETING & SITE VISIT WILL BE HELD

Bidders are invited to submit a bid for the cleaning service at the Lentegeur Laundry, Mitchell's Plain
Compulsory site meeting to take place on **26 April 2023**

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

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

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

Date: Thursday, 26 April 2023

Time: 11:00am

Address: Lentegeur Laundry, Mitchell's Plain (Premises of Lentegeur Hospital)
Highlands Drive
Lentegeur
7764

Venue: Boardroom at Lentegeur Laundry

For details contact:

Brian Brenton

Tel: (021) 200 0196

Email: Brian.Brenton@westerncape.gov.za

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

BID OPENED @ 11:00

12 MAY 2022

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PRICE BREAKDOWN				
Total Cleaners				
DESCRIPTION	PERCENTAGE/RATE/MONTHLY PER PERSON	GENERAL WORKERS	SUPERVISOR	40 HR WEEK
Hourly rate				
Daily Rate				
Weekly wage cost				
Monthly wage cost				
Leave provision				
Sick Pay				
Family responsibility leave				
Provident fund				
Bonus				
UIF				
COID/WCA				
Training SDL				
TOTAL LABOUR:				
Staff for day & night shift:				
TOTAL LABOUR PER MONTH:				
Equipment supply per month:				
Chemical supply per month:				
Profit & overheads:				
TOTAL PRICE PER MONTH INCL VAT:				

ITEM	1 ST YEAR (INCLUSIVE OF VAT)	2 ND YEAR (INCLUSIVE OF VAT)	3 RD YEAR (INCLUSIVE OF VAT)
1.	R..... Total per month	R..... Total per month	R..... Total per month
2.	R..... Total cost per year	R..... Total cost per year	R..... Total cost per year
3.	Total all-inclusive cost for three (3) years: R..... (included VAT)		

Note: Please ensure that your price per month includes the latest minimum wage rate as published in the Government Gazette.

Bidder that do not comply to the latest hourly rate will not be considered.

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.

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

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Definition of pricing structures

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

1. Firm prices

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

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

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

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

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

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

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GOODS & SERVICES SOURCING
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WCGHSC0348/2022 FOR THE RENDERING OF A CLEANING SERVICE TO LENTEGEUR LAUNDRY, MITCHELL'S PLAIN UNDER THE CONTROL OF DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD DEFINITIONS

DEFINITIONS

For the purpose of this bid, the following meanings will be assigned to the terms below and they will apply throughout this bid document where these terms appear:

Bid	A written offer, in prescribed format, to provide cleaning services to the end-end-user.
Bidder/Supplier	The organisation or individual completing and submitting the bid, and if successful, providing the service.
Check call	Routine communication to verify the location and status of cleaners on duty and to report any deviations from contract conditions.
Cleaner	A person employed by a contractor (cleaning service provider) to carry out cleaning, distribution and other related functions. General assistant shall bear the same meaning as cleaner.
Cleaning	The removal of unwanted matters such as tags, fluff, wires, dirt etc
Conditions	All conditions and procedures laid down, which may affect the legal aspects of the bid or the contract.
Contract	The legal document that results from the acceptance of a bid, inclusive of the bid documentation pertaining to the invitation, site instructions, the bid response and the General Conditions of Contract.
Contractor/successful bidder/cleaning service provider/cleaning business	In the case of the concluded contract, <u>the successful service-provider</u> who undertakes to provide the required service, subject to all the terms and conditions embodied in the contract.
Co-ordinator/laundry representative	The representative of the end-end-user/Department.
Department of Health, Western Cape Government	The Department of Health, Western Cape Government under the control of which the Lentegeur Laundry resort and on behalf of this facility this bid is invited.
End- user/Department	The authority in retaining a contractor to carry out cleaning services, in accordance with an agreed contract for Environmental Hygiene Services at Lentegeur Laundry.
General Conditions of Contract	The General Conditions of the Contract are attached to the bid document and forms part of the specification.
Health facilities/hospitals/institutions	Participating institution as specified further on, under the control of the Department of Health.
Interpretations	Words referring to the singular also include the plural and vice versa where the context so requires. Any gender includes the other. 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).
Mandatory	Refers to a legal requirement.
May	Indicates the existence of an option.
Polish	Usually a petroleum or synthetic wax high solid paste, or liquid best suited to porous or semi-porous floor and furniture.
Post/service/point of duty	A designated place or workstation where or from where prescribed duties are performed and controlled.

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING
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DEFINITIONS (continued)

For the purpose of this bid, the following meanings will be assigned to the terms below and they will apply throughout this bid document where these terms appear:

Sealer dressing	Usually a dry, bright or buff able polymer and synthetic wax emulsion, applied to resilient floors to protect and/ or enhance their aesthetics and ease the cleaning process. Product to be provided shall be non-ammonia base with a build in solid content of not less than 25%.
Shall/must	The document setting out proposed services to be supplied in terms of the contract.
Should	Indicates a recommendation.
Site instructions (generic and specific)	An operational document detailing the specific duties to be performed and conditions to be met in terms of the contract.
Specification	The document setting out proposed services to be supplied in terms of the contract.
Status quo	The condition or state of affairs of the bidder and bidding organisation as at the date of bid.
Stripper	Detergents that will chemically unlock the bonding molecules in dumpings and polishes and allow them to be removed from the floor. Product to be provided shall be non-ammonia based.
Supervisor/controller	The person designated to manage a control room or command post and to report any variations in the staff on duty.

WESTERN CAPE GOVERNMENT HEALTH
 GOODS & SERVICES SOURCING
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SECTION A

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

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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 inter alia;

2.1.1 South African Revenue Service Tax Clearance

Only bidders whose tax matters are in order will be considered for acceptance. In the case of a joint venture a Tax Clearance Certificate must be submitted of each company party to the partnership agreement.

2.2 COMPLIANT WITH THE SPECIFICATION

Which includes inter alia;

2.2.1 Statutory and other Requirements

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

2.2.1.2 Bidders are requested to include all the relevant documents as indicated under paragraph C Section B Part 3 of this document.

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

Which includes inter alia;

3.1 Capacity of the bidder

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

BIDDERS RESPONSE

Comply/Do not comply

3.2 **Sectoral Determination for Cleaning Services Trade**

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

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

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WCGHSC0348/2022 FOR THE RENDERING OF A CLEANING SERVICE TO LENTEGEUR LAUNDRY, MITCHELL'S PLAIN UNDER THE CONTROL OF DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD – SPECIFICATION

NOTE:

1. Bidders MUST complete the "details of offer" column of this document in full and indicate whether the offer "yes comply" or "does not comply".
2. Bidders SHALL describe the capabilities and specifications of the offer fully on separate pages and where applicable, MUST make reference to the relevant corresponding paragraph number below in each case.
3. Should the equipment offered deviate from any specified technical requirements, full details must be given.

Para	Description	Bidder's response
PART 1	ADJUDICATING PROCESS (continued)	
2.3	Compliant with latent and other factors which may affect the award of the bid , which includes inter alia:	
2.3.1	<p>Capacity of the bidder</p> <p>Only bidders whose organisation and infrastructure is deemed by the Department to be adequate to provide the foreseeable and specific requirements of the contract in accordance with Part 4: Questionnaire: Organisational, Financial and Infrastructure Capacity of Bidder together with physical validation will be considered for acceptance.</p>	
2.3.2	<p>Sectoral determination for cleaning services trade</p> <p>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, No 75 of 1997: Contract Cleaning Sector: Correction (Gazette 35825, Regulation Gazette 876) of 26 October 2012.</p>	
PART 2	<p>ADDITIONAL CONDITIONS OF CONTRACT <i>Bidders must indicate in the column provided that he/she has read and understood the specific conditions</i></p>	
2.4	Liability	
2.4.1	The contractor shall at all times be responsible for the acts and omissions, e.g. death, injury, assault, unlawful unrest, etc. of his employees when they provide any services to the Provincial Government in terms of the bid and act within the course and scope of these duties and employment.	
2.4.2	The contractor indemnifies and holds the Provincial Government blameless against the damage to property and loss of property of the Provincial Government and any third party that may be involved.	
2.5	Important	
2.5.1	The successful bidder must obtain Public Liability Insurance at his own cost commensurate with the risks to which he is exposed. Such insurance must also make provision for all vicarious losses and claims for which the bidder or his staff may be responsible. It is a condition of this bid that the successful bidder must submit proof of its Public Liability Insurance within two [2] weeks upon the award of the contract. Any non-compliance with this condition will render the contract award null and void .	
2.5.2	Proof of validity of the public liability insurance cover to be submitted on a monthly basis to the Supply Chain Management Section.	
2.5.3	It is mandatory that all contract staff working in a health/hospital/laundry environment be vaccinated against Hepatitis B. The cost is for the account of the Bidder.	
2.6	<p>Advertising and trading</p> <p>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</p>	

the site.

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NOTE:

1. Bidders MUST complete the “details of offer” column of this document in full and indicate whether the offer “**yes comply**” or “**does not comply**”.
2. Bidders SHALL describe the capabilities and specifications of the offer fully on separate pages and where applicable, MUST make reference to the relevant corresponding paragraph number below in each case.
3. Should the equipment offered deviate from any specified technical requirements, full details must be given.

Para	Description	Bidder's response
PART 2	ADDITIONAL CONDITIONS OF CONTRACT (continued)	
	<i>Bidders must indicate in the column provided that he/she has read and understood the specific conditions</i>	
2.11.3	Miscellaneous penalties:	
2.11.3.1	Late postings per person (½ hour after scheduled time) - R50.00 per person	
2.11.3.2	Postings more than 2 hours after scheduled time - R200.00 per person	
2.11.3.3	Failure to post a per person per day - R400.00 per person	
2.11.3.4	Asleep on duty – R500.00 per occurrence; to be removed from site should a second similar offence occur	
2.11.3.5	Failure to wear and display identity cards - R50.00 per occurrence	
2.11.3.6	Failure to adhere to dress code - R50.00 per occurrence	
2.11.3.7	Posting of untrained staff - R100.00 per occurrence per person per day	
2.11.3.8	Failure to provide a relief - R200.00 per occurrence per person per day	
2.11.3.9	Failure to perform a thorough quarterly deep clean service – R2000.00 per occurrence	
2.12	Occupational Health Safety Act	
2.12.1	The Service Provider shall accept liability in terms of Section 37 of the Occupational Health and Safety Act (No. 85 of 1993).	
2.13	Protection of service provider's staff	
2.13.1	The Department shall not be held liable for any contracted illness or infection to the Service Provider or his staff arising from their duties.	
2.13.2	The Service Provider shall ensure on a continuous basis that all staff is inoculated against Hepatitis B. In this connection the Service Provider shall maintain on-site, a file with certificates of inoculation for inspection by the Laundry Management. Read in conjunction with para 2.5.3.3.	
2.14	Loss, damage and safekeeping of laundry property	
2.14.1	The Service Provider is to exercise every precaution to ensure that all Laundry equipment and property entrusted to his care is secure and the possibility of loss, unauthorized use and damage is minimised.	
2.14.2	Excepting fair wear and tear, the Service Provider shall be responsible for any loss or damage to Laundry equipment and property in his possession at all times. The Service Provider undertakes to replace such items in the event that equipment or property in his possession is damaged, destroyed, lost or stolen, notwithstanding the cause of the damage, destruction or loss.	
2.14.3	The Laundry Management in consultation with the Service Provider shall determine the replacement cost of Laundry equipment and property, other Laundry 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 Laundry Services to the Service Provider.	
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WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

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WCGHSC0348/2022 FOR THE RENDERING OF A CLEANING SERVICE TO LENTEGEUR LAUNDRY, MITCHELL'S PLAIN UNDER THE CONTROL OF DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD – SPECIFICATION

NOTE:

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Para	Description	Bidder's response
PART 2	ADDITIONAL CONDITIONS OF CONTRACT (continued)	
	<i>Bidders must indicate in the column provided that he/she has read and understood the specific conditions</i>	
2.15	Loss, damage and safekeeping of laundry property	
2.15.1	Similarly the loss of any other Laundry property due to the negligence of the Service Provider will be recovered from any payments due to the Service Provider.	
2.15.2	Any wilful or negligent damage to the building, fittings or equipment will be for the Contractors own responsibility and account to make good.	
2.15.3	No change/alterations/additions to the building or infrastructure are allowed without prior written authority from the Laundry Management.	
2.16	Particulars of cleaners to be deployed at the site	
2.16.1	The Service Provider must provide full particulars of the cleaners to be deployed one (1) week prior to the commencement of the service. A separate list must be completed for each posting.	
2.16.2	The Service Provider, at his own cost, must make all staff that are to be deployed at the site available for on-site training before commencement of the service period. The training should not take longer than one day	
2.16.3	The Service Provider at his own cost shall ensure that the staff provided shall be cleared by the South African Police Service to indicate that they have no criminal record. A certified copy of the SAPS clearance certificate to be submitted by the successful bidder one week before the commencement of the contract.	
2.17	General standards for site administration and cleaners	
2.17.1	Profile of cleaners to be provided	
(i)	Must be a South African Citizen.	
(ii)	Must be able to work independently and in a group depending on the duties to be performed.	
(iii)	Must be able to communicate, read and write in at least two of the three official languages of the Western Cape	
2.17.2	Service aids for every cleaner:	
(i)	A clear identification card of the Service Provider with the member's photo, full name, identification number, worn conspicuously on his/her person at all times.	
(ii)	Uniforms	
(iii)	Protective clothing	
(iv)	Gloves	
(v)	Equipment: All equipment must be industrial type and in good working order. (Double buckets, 2 x buff machines, vacuum cleaner, 6 x flat brooms, 6 x colour coded mops, scoops, 1 x 25m ladder, 2 x high performance micro fibre duster and gardening equipment). All equipment must be on-site.	
(vi)	Consumables: Cleaning material to be provided by contractor. Colour coded refuge bags to be used.	
(vii)	Adequate signage, wet floors, etc.	

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PART 2	ADDITIONAL CONDITIONS OF CONTRACT (continued)	
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Note	Toilet paper, hand towels and soap for soap dispensers will be provided by Lentegeur Laundry	
2.17.3	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 End-user.	
(ii)	Although details may differ, the following aspects shall be dealt with:-	
	<ul style="list-style-type: none"> - The code of conduct of the cleaner. - Standards of performance of cleaners and deviations from standards. - Uniform and dress standards. - Equipment to be used. - Consumables to be used. - Duty lists and duty sheets. - Lost and found property administration. - Controlling of services and attendance. - Removal of cleaners from the site. - Reporting of incidents to the End-user. - Time and attendance registers as well as late coming. - Redeployment of cleaners. - Laundry will provide area for Cleaners. - Cleaning procedures will be done according to the norms and standards as set out in the Infection Control Policy. 	
2.17.4	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 Laundry 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 Laundry's staff and Laundry's functioning.	
(iii)	Contractor's staff is to respect the Laundry's staff's rights of privacy and confidentiality.	
(iv)	While on the Laundry premises, staff shall comply with Laundry policy and procedures and shall comply with safety and security directives.	
(v)	The Laundry Manager shall have the right to instruct the Contract Project Officer to remove, from the Laundry premises, any of the Contractor's staff who engages in horseplay, is disorderly, is disruptive, who transgresses any Laundry policy, who is under the influence of alcohol or other substance, who divulges any detail of Laundry staff or whose presence onsite is undesirable.	

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PART 2	ADDITIONAL CONDITIONS OF CONTRACT (continued)	
	<i>Bidders must indicate in the column provided that he/she has read and understood the specific conditions</i>	
2.17.5	Conduct of cleaning staff	
(vi)	No organised labour activity is allowed on Laundry/Hospital premises.	
(vii)	The Contractor's staff shall comply with the Laundry smoking policy.	
(viii)	The Contractor's staff shall comply with all other generally applicable laws and by-laws to be adhered to.	
2.17.6	Changes at points of duty:	
	The End-user has the right to inform the Service Provider to re-deploy cleaners to best advantage, either permanently or temporarily.	
2.17.7	Continuity of service	
(i)	The Service Provider is to ensure that the specified numbers of cleaners are continuously deployed at each specified point of service during each shift. Cleaners may not leave their registered point of duty during or after their shift unless relieved by another cleaner. This includes tea breaks, lunch breaks, smoke areas and toilet breaks.	
2.17.8	Duties	
(i)	The Service Provider is to provide after consultation with the Laundry Management, prior to the commencement of the service detailed activities to be carried out for each post which is to form the basis of a site procedure manual at each post.	
(ii)	The End-user may from time to time expect cleaners to be of assistance in performing duties other than cleaning duties on condition that such duties are not of a permanent nature and only in emergencies or abnormal circumstances.	
(iii)	The End-user shall, however, not instruct cleaners to perform any task which may be detrimental to the employee's safety or health, is beyond his strength or competence or which may have a negative effect on his status and dignity.	
2.17.9	Particulars of cleaners to be deployed at the site	
(i)	At the beginning of each month the Service Provider shall deliver to the End-user a comprehensive and detailed roster giving the details on a shift-by-shift basis of the names of the cleaners to be deployed on the site. Details are to include off-days, relievers, names, surnames, and point to which he/she is to be deployed. Daily changes to the roster and reasons therefore are to be communicated to the End-user immediately.	

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PART 2	ADDITIONAL CONDITIONS OF CONTRACT (continued)	
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2.17.10	Posting of cleaners and inspection	
(i)	The Service Provider shall provide a list of cleaners, including relievers, working permanently for the period of the contract, one week before commencement of contract. When in exceptional cases it's necessary that new staff must be trained, these staff must perform a 12-hour day shift (at his own cost) for training before they will be allowed on duty for a normal shift.	
(ii)	Should an incident occur the Service Provider shall immediately report the matter and hand in to the End-user a detailed written report not later than 24 hours of the incident occurring.	
(iii)	Inspections and posting of cleaners on site must be done before every shift in terms of a duty roster.	
2.17.11	Permanency	
(i)	The Service Provider shall provide a list of cleaners, including relievers, working permanently for the period of the contract, one week before commencement of contract. When in exceptional cases it's necessary that new staff must be trained, these staff must perform a 12-hour day shift (at his own cost) for training before they will be allowed on duty for a normal shift.	
(ii)	No untrained personnel will be allowed on the premises. The End-user Department shall be notified in advance of any changes to the shift roster were staff shall be changed on a permanent basis.	
2.17.12	Site management/supervision	
(i)	The Service Provider shall be responsible for the provision and management of the cleaners, equipment and consumables in terms of the agreement.	
(ii)	Lentegeur Laundry, Mitchells Plain shall be responsible for overall management and supervision of the contract provided in terms of the agreement. Responsible person will be a Laundry Co-ordinator.	
2.18	Laundry services and private property	
(i)	The Contractor shall immediately return to the Laundry Management any item of Laundry Services or private property found in the course of their duties.	
(ii)	The Contractor is to exercise every precaution to ensure that all Laundry property entrusted to his care is secure and the possibility of loss, unauthorised use and damage is minimised.	

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PART 2	ADDITIONAL CONDITIONS OF CONTRACT (continued)	
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2.19	Liaison	
(i)	The Contractor shall appoint a Contract Project Officer who shall work in close co-operation with the Laundry Manager to facilitate the flow of accounts, payments, information, solving of problems, etc. between the parties.	
(ii)	The Laundry shall likewise appoint the Laundry Co-ordinator to communicate with the Contract Project Officer on an ongoing basis to monitor the standard and quality of the service provided and to attend to operational as well as technical problems in a positive manner.	
(iii)	The Contract Project Officer shall liaise with the Laundry Co-ordinator on a weekly basis.	
2.20	Monitoring	
(i)	The Laundry Co-ordinator have 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.	
(ii)	Control sheets and management reports shall be submitted to the Laundry Co-ordinator on a monthly basis for payment purposes.	
2.21	Communication	
	The Laundry Co-ordinator shall communicate with the Contract Project Officer on an ongoing basis about routine issues and to monitor the standard and quality of the service rendered.	
	The Laundry Co-ordinator shall also address operational and technical problems that may arise in consultation with the Contract Project Officer.	
	A Standing Liaison Forum with identified role players from the Laundry Services and Contractor will be held on at least a quarterly basis.	
	Monthly and other ad hoc meetings will be held with the Contractor and other stakeholders as determined by the Laundry Manager.	
2.22	Facilities	
2.22.1	Staff facilities	
(i)	In terms of the Facilities Regulations promulgated in Notice R 924 it is a requirement that proper facilities are provided for workers in terms of safekeeping of possessions, toilets and changing rooms.	
(ii)	The Contractor shall be responsible to comply with these regulations at his own cost.	
(iii)	Space shall be made available for these purposes provided that the bidder supplies its own staff lockers.	

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PART 2	ADDITIONAL CONDITIONS OF CONTRACT (continued) <i>Bidders must indicate in the column provided that he/she has read and understood the specific conditions</i>	
2.22.2	Change rooms and toilets	
(i)	The Contractor shall provide his own safekeeping lockers for his own staff.	
(ii)	The Contractor shall ensure that adequate notices are displayed informing all end-users that the safekeeping facilities (lockers) are used at their own risk.	
(iii)	The Contractor is to provide all the necessary staffing, services and consumables at his own cost to keep the change room complex in a clean and hygienic condition.	
(iv)	The Laundry Services shall be responsible for normal maintenance issues viz leaking taps, locks, lighting, blockages, etc which are to be reported to the Laundry co-ordinator.	
(v)	Use of the toilets is permitted for any person without prior authorisation.	
2.22.3	Other facilities	
(i)	It may be necessary for operational reasons to establish other similar facilities in other buildings for use by the Contractor.	
2.23	Staffing	
2.23.1	Organisation	
(i)	Sufficient and appropriate numbers and levels of staff must be provided by the Contractor to render the specified on-site (Lentegeur Laundry) services satisfactorily and efficiently at all times	
(ii)	Full details shall be submitted of the numbers and categories of staff to be deployed per shift .	
2.23.2	Dress code of staff	
(i)	The Contractor shall ensure that his staff is appropriately dressed and presentable at all times while on the Laundry/hospital premises.	
(ii)	All of the Contractor's staff shall wear appropriate and uniform protective clothing, which must be clearly and prominently embossed with a company logo, and shall be of a standard that is not inferior to that of the Laundries own staff engaged in similar duties.	
(iii)	The Contractor shall provide his staff with photo-identification badges, which shall be worn and displayed at all times by the staff while on the Laundries/hospital premises.	

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PART 2	ADDITIONAL CONDITIONS OF CONTRACT (continued)	
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2.24	Cleaning Contract Association	
	It is a condition of this bid that the service provider is registered with a cleaning contract association such as the National Cleaning Contract Association for a continued period of not less than one year and the status quo shall remain for the contract period.	
2.25	Hospital/Laundry property found	
	The service provider shall immediately return to the Laundry Co-ordinator any item of hospital/laundry property found / recovered by the Service Provider's staff in the course of their duties.	
	Smoking	
	The Contractor's staff shall comply with the Laundries smoking policy.	

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SECTION B

PART 3: STATUTORY AND OTHER REQUIREMENTS

A. It is a condition of this bid that only bidders who comply with the below requirements at the time of bid closing will be considered for acceptance. Bidders are therefore required to declare their compliance at the end of this section.

Every question must be answered by marking the applicable "Yes" or "No" block with an "x".

Failure to comply with this requirement or the provision of acceptable, well-motivated written explanations where deviations occur, may lead to immediate disqualification of the bid.

B. All information provided in this Section shall or may be verified by The Department.

C. When documentary evidence is requested, such documentation so required must be the original or copies certified by a Commissioner of Oaths.

3.1 Organisational status of Bidder

- Individual ownership Yes No
- A company Yes No
- A close corporation Yes No
- Partnership Yes No
- Joint venture Yes No

3.2 Registration in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993

3.2.1 Is the bidder registered with the Commissioner for COID?
Provide documentary evidence (letter of good standing) of current valid registration. (Proof of registration to be submitted annually during the term of the contract).

Yes	No
-----	----

3.3 Unemployment Insurance Fund Registration (UIF)

3.3.1 Is the bidder registered with the Commissioner for UIF and comply with the UIF Act 63 of 2001 and the Unemployment Contributions Act 4 of 2002?
Provide documentary evidence (letter of good standing) of current valid registration.

Yes	No
-----	----

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

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

Yes	No
-----	----

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3.5 **Skills Development Levies Act (9 of 1999)**

3.5.1 Is the bidder registered with the Department?
Provide documentary evidence (letter of good standing) of current valid registration.

Provide written reason with your bid, if bidders response is 'NO'.

Yes

No

3.6 **Membership with cleaning contract association**

3.6.1 Is the bidder registered with a Cleaning Contract Association.
Provide documentary evidence (letter of good standing) of current valid registration.

Yes

No

3.7 **Pay as you earn (PAYE)**

3.7.1 Is the bidder registered with the Commissioner for PAYE?
Provide documentary evidence (letter of good standing) of current valid registration.

Yes

No

DECLARATION

Name of company/ entity:

.....

VAT registration number:

Company Registration number:

.....

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that I/we comply with the above-mentioned requirements.

Signature:.....

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PART 4	ORGANISATIONAL FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER													
A	<i>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.</i>													
B	<i>The Department reserves the right to carry out physical inspections in order to validate all or some of the information provided.</i>													
C	<i>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.</i>													
D	<i>Bidders may furnish additional information in writing, and attach it to the last page of this section when submitting the bid.</i>													
E	<i>Where applicable the appropriate "YES" or "NO" block must be marked with an "X".</i>													
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 between 30 and 60 days after the commencement of the contract. Thereafter payment may be expected within 30days of submission of invoice at the end of the month in which the service was provided.													
4.2	<p>Total number of employees <input type="text"/></p> <table border="1"> <thead> <tr> <th>Designation</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Management</td> <td></td> </tr> <tr> <td>Administration</td> <td></td> </tr> <tr> <td>Supervisors</td> <td></td> </tr> <tr> <td>Cleaners</td> <td></td> </tr> <tr> <td>Other</td> <td></td> </tr> </tbody> </table>	Designation	Number	Management		Administration		Supervisors		Cleaners		Other		
Designation	Number													
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4.3	<p>Indicate percentage turnover of cleaners during the last 12 months.</p> <table border="1"> <thead> <tr> <th>Percentage</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Less than 20%</td> <td></td> </tr> <tr> <td>Between 21-50%</td> <td></td> </tr> <tr> <td>Over 50%</td> <td></td> </tr> </tbody> </table>	Percentage	Number	Less than 20%		Between 21-50%		Over 50%						
Percentage	Number													
Less than 20%														
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4.4	Physical infrastructure													
4.4.1	Administrative offices													
4.4.1.1	Where is the bidder's administrative office which will be responsible for the site?													

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PART 4	ORGANISATIONAL FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER (continued)		
A	<i>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.</i>		
B	<i>The Department reserves the right to carry out physical inspections in order to validate all or some of the information provided.</i>		
C	<i>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.</i>		
D	<i>Bidders may furnish additional information in writing, and attach it to the last page of this section when submitting the bid.</i>		
E	<i>Where applicable the appropriate "YES" or "NO" block must be marked with an "X".</i>		
4.4.1.1	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. 		
4.4.1.4	Further information regarding the administration office		
4.4.1.4.1	Is it a guaranteed 24-hours service?	YES	NO
4.4.1.4.2	Is it situated at home?	YES	NO
4.4.1.4.3	Is it a dedicated Administration Office?	YES	NO
4.4.1.4.4	Are there land-line telephones in Administration Office?	YES	NO
4.4.1.4.5	Are there activated cellphones in Administration Office?	YES	NO
4.4.1.4.6	Is there a fax machine in Administration Office?	YES	NO
4.4.1.4.7	Is the administration Office always manned by well-trained staff who can handle emergency situations?	YES	NO

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1.2.1	Frequency of service: Weekly, or as and when required																													

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1.	SCOPE	
1.3	Areas not included	
1.3.1	Electrical and mechanical areas	
2.	BACKGROUND	
	<p>The Company will achieve a high standard/level of environmental cleanliness throughout the identified areas within the laundry. Key objectives are:</p> <ul style="list-style-type: none"> ➤ To provide a cost effective, quality driven cleaning service which achieves an optimum standard of cleaning for all buildings and areas of Lentegaur Laundry appropriate for their use; and is held in high regard by all key customers; ➤ Provide a standard of service that helps to provide a positive image of the laundry and level of cleanliness that provides a clinical and socially acceptable environment for visitors and staff 24 hours per day for the year. ➤ Staff encouraged to develop quality routines and to identify opportunities to improve Service delivery. Every member of staff to share a common objective and subscribe to the process of change and quality improvement. The company will develop staff through training for the mutual benefit of the department and to develop staff relationships between the different departments involved in the cleaning process. ➤ Maintain a safe working environment and safe working practices including the use of a recognized risk assessment/management system to ensure that standards of comfort and cleanliness stay high, and that any reduction in quality of service is recognized and corrected. 	
3.	APPLICABLE DOCUMENTATION	
	<p>The following documentation will form part of the specification and successful Bidder must guarantee that it will comply with the standards as set in the present and future of relevant legislation including but not limited to the following:</p>	

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4.	<p>APPLICABLE DOCUMENTATION</p> <ul style="list-style-type: none"> - General Conditions of Contract (GCC) - Special Conditions of Contract (SCC) - The Constitution of the Republic of South Africa, Act 108 of 1996 - Employment Equity Act, Act 55 of 1998 - Labour Relations Act, Act 66 of 1995 - Basic conditions of Employment Act, Act 75 of 1997 - Promotion of Equality and Prevention of Unfair Discrimination Act, Act 4 of 2000 - Occupational Health and Safety Act, Act 85 of 1993 - Occupational Injuries and Diseases Act, Act 130 of 1993 - Preferential Procurement Act and Regulations - B-BBEE Act 	
4.1	GENERAL DESCRIPTION OF SERVICE	
4.1.1	A detailed task description (including uniform requirements) will be issued prior to commencement on site.	
4.1.2	<p>Areas - listed in the Scope</p> <p>Staff - 8 cleaner staff members, comprising of 2 x males and 5 x females and 1 supervisor</p> <p>Times - Monday to Friday including public holidays from 7:00 – 17:00</p>	
4.1.3	<p>Duties consist of general cleaning of the Lentegeur Laundry in all areas indicated and should include, but not be limited to the following:</p> <ul style="list-style-type: none"> - Supervisor Duties - Cleaner Duties 	

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	Clean both faces of partition glass	Daily	
4.2.12	DRESSING ROOMS		
	Sweep and mop using anti-bacterial detergent	Twice daily	
	Floors to be mopped in all instances of flooding	When necessary	
	Burnish with industrial floor polisher	Daily	
4.2.13	PARKING AREAS		
	Sweep and keep free of waste paper and litter	Daily	
4.2.14	TARRED, PAVED AND CONCRETE WALKWAYS AND PATHS		
	Sweep and keep free of waste paper and litter	Daily	
4.2.15	STORMWATER GRIDS		
	All sediments washed into stormwater sumps after rains to be removed immediately	When necessary	
	Cleaning of roof-guttering when required	When necessary	

WCGHSC0348/2022 FOR THE RENDERING OF A CLEANING SERVICE TO LENTEGEUR LAUNDRY, MITCHELL'S PLAIN UNDER THE CONTROL OF DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD – SPECIFICATION

NOTE:

1. Bidders MUST complete the "details of offer" column of this document in full and indicate whether the offer "yes comply" or "does not comply".
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The contractor's staff shall be trained by the client to perform special tasks, e.g. medical waste, handling emergency requests etc.

WCGHSC0348/2022 FOR THE RENDERING OF A CLEANING SERVICE TO LENTEGEUR LAUNDRY, MITCHELL'S PLAIN UNDER THE CONTROL OF DEPARTMENT OF HEALTH, WESTERN CAPE GOVERNMENT FOR A THREE (3) YEAR PERIOD – SPECIFICATION

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5.	OBLIGATIONS OF THE CONTRACTOR (continued)	
5.4	A representative of the contractor shall visit the Laundry once a month to accompany a designated Laundry Co-ordinator on inspections.	
5.5	The contractor's staff will be requested to respond to emergency cleaning needs even outside designated areas but within the Laundry premises.	
5.6	The contractor shall investigate any staff transgression as reported to them re: disappearing from point of duty, absenteeism, substance abuse, extended lunch or tea breaks and replace staff when necessary.	
5.7	The contractor's staff must present an acceptable image / appearance which implies, inter alia, that they may not sit, lounge about, smoke or drink whilst engaged in their duties.	
5.8	The contractor shall repair or pay any damages caused by staff employed. All consumables used by the contractor must comply with the standards as laid down by the South African Bureau of Standards	
5.9	The Company shall report all evidence that indicates the presence of pest identified while cleaning is done to the relevant people.	
6.	OBLIGATIONS OF LENTEGEUR LAUNDRY	
6.1	The Department shall provide free of charge all necessary light, water and power.	
6.2	The Department shall provide a storage area for the contractor's equipment and consumables	
6.3	The Department may provide a staff change room for the contractor's staff on site	
7.	EQUIPMENT AVAILABILITY	
7.1	Effective, proper equipment to perform the said schedule of activities to be sufficient for staff use and available at all times.	
7.2	High power industrial type vacuum cleaners of good quality to be used.	

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8	CONSUMABLE AVAILABILITY	
8.1	Sufficient stock of cleaning consumables including gloves to be supplied by successful bidder with minimum stock levels to be available at all times. Housekeeping Supervisors must meet on a weekly basis to monitor stock levels.	
8.2	Consumables to be supplied shall be approved brand with the South African Bureau of Standards for the following products:	
8.3	Neutral Detergent equal or similar to Teepol for use in high dusting and washing of walls	
8.4	Stainless steel cleaner for use on door handles.	
8.5	All purpose cleaner equal or similar to Handy Andy, for use in toilet bowls, hand basins etc.	
8.6	Window cleaner for use in the cleaning of windows	
8.7	Brass cleaner equal or similar to Brasso for use in cleaning of brass knobs, etc.	
8.8	Neutral detergent for floor scrubbing equal or similar to Paragon	
8.9	Floor sealer 25% solid content or more	
8.10	Floor stripper compatible with sealer, non-ammonia base	
8.11	General purpose cleaner for bumper rails, etc.	
8.12	The service provider will be responsible for the installation of the air freshener dispenser need to be frequently refilled by the service provider.	
8.13	Degreaser for stubborn dirt such as showers or fatty build-up	
8.14	Floor pads	
8.15	Cleaning cloths to be colour coded for different cleaning applications	
8.16	Any consumables / Chemicals as may be required to successfully perform cleaning duties	

8.17

Bidders to provide list of consumables as well as complete specifications of all consumables to be used on site.

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Note	Data safety sheets and LAB test results on products must be provided upon request, failure to do so will lead to disqualification.	
9	GENERAL REQUIREMENTS	
9.2	On site meeting will be arranged.	
9.3	Adequate stock (consumables) levels must be maintained at all times.	
9.4	A supervisor with the necessary skills must be available at all times to plan and monitor the work.	
9.5	Substitute staff must be provided for persons on leave, or sick.	
9.6	The supplier must submit timesheets to the Laundry Co-ordinator for payment purposes.	
9.7	Lentegeur Laundry must only be invoiced for actual hours worked.	
9.8	The contractor shall supply an adequate labour force in order to render a service of a standard acceptable to the client.	
9.10	<p>To ensure achievement of acceptable standards the following will take place:</p> <p>(i) Supervisors to review work in allocated areas i.e. areas as mentioned above daily</p> <p>(ii) Random inspection will be conducted by the laundry co-ordinator</p> <p>(iii) Laundry Co-ordinator together with management and supervisors to review complaints and take corrective action/measures in place.</p> <p>(iv) A register for complaints regarding cleanliness will be kept.</p> <p>(v) A register for special requests for cleaning will be kept.</p>	

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 Emplee's Emplement

“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

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>icon "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 TO PREFERENCE POINTS

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

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

1. DEFINITIONS

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

- (c) Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act

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

2. GENERAL CONDITIONS

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

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



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

3. ADJUDICATION USING A POINT SYSTEM

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

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{80/20} \qquad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{90/10}$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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) or (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 end 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the 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.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

28. Limitation of liability

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 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.2 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.