



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

BID NUMBER: **WCGHSC0400/1/2024** CLOSING DATE: **FRIDAY 28 FEBRUARY 2025** CLOSING TIME: **11:00 AM**

**RENDERING OF A GARDEN AND MAINTENANCE OF GROUNDS SERVICE AT VALKENBERG HOSPITAL FOR
A THREE (3) YEAR PERIOD**

The successful bidder will be required to complete and sign a written Contract Form (WCBD 7.1)

Please note the following important information and requirements:

**The successful bidder will be required to complete and sign a written contract form
(WCBD 7.1).**

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

**Main entrance of Department of Health, Supply Chain
Management Offices (M9 building) on premises of Karl Bremer
Hospital, c/o Mike Pienaar Boulevard & Frans Conradie
Avenue, Bellville. Open Mondays to Fridays from 7 am to 5 pm
(excluding public holidays).**

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

| | | |
|-------------------|---|----------------------------------|
| Self-registration | Central Supplier Database | 1)..... 2)..... SIGNED SIGNED |
| | www.csd.gov.za (self-registration only) | |

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| WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING BID OPENED @ 11:00 28 FEB 2025 |
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6. All bidders already registered on the CSD should ensure that their status is up to date by contacting the www.csd.gov.za (for CSD). All Bidders should have confirmation of their registration prior to bidding.
7. Bidders who are not duly registered on the database at the time of bid closing, or whose registration has been suspended, will be deemed non-compliant and their bids will not be considered.
8. Bidders are informed that, effective immediately, only the B-BBEE status reflected **on form WCBD 6.1 in their bid document** will apply to the evaluation of the relevant formal bids and **not their B-BBEE status on CSD**. Bidders are further required to complete the attached **form WCBD 4**. All other mandatory documents held on CSD, will be accepted by Western Cape Government Health (WCGH) for the consideration of formal bids.
9. Please refer all technical/specification enquiries to Ms. Marinda Froneman @ Tel.: 021 826 5864, E-mail: Marinda.Froneman@westerncape.gov.za

NOTE:

- (i) Please index the relevant annexures/documents/certificates for inclusion in the order reflected above, with page separators between them, and add them after the last documents in your bid offer.
- (ii) Please insert any other compulsory forms in die bid document where they are specified or requested.

PLEASE NOTE: THE DATE STAMP ON PAGES ARE NOT TO BE COMPLETED AND FOR OFFICIAL USE ONLY.


C Munnik
PP HEAD: HEALTH AND WELLNESS

DATE: 28/01/2025

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

28 FEB 2025

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SIGNED SIGNED

SCM Offices on premises of Karl Bremer Hospital.
C/o Mike Pienaar Blvd & Frans Conradie Avenue, Bellville.

Important Notice

A Compulsory Site Inspection & Information session will be held in respect of this bid invitation. The details are as follows: No late comers will be accommodated.

Compulsory Site meeting Protocol

All attendees must ensure that they sign the **Attendance Register** provided on site.

Participants are requested to ensure that the person who would be authorised to complete the bid documents also attend the Information Session.

Only offers from prospective Service Providers who attended the **Compulsory Information Session** will be accepted.

Prospective Bidders must ensure that they enter the venue where the Information Session is to be held before the advertised time.

It is the responsibility of the bidder to attend the compulsory information briefings and/or site briefings. It is furthermore upon the bidder to arrive at the briefing session venue at the specific time indicated by the Department. DOH shall not be held responsible for late attendance at such briefings including as a reason for lack of proper completion of tender documents.

PLEASE BE AT THE VENUE BEFORE 10:00 AM BECAUSE NO LATE BIDDERS WILL BE ALLOWED IN THE VENUE AFTER 10:00 AM UNDER ANY CIRCUMSTANCES.

BIDDERS THAT DO NOT ATTEND THIS SESSION WILL NOT BE CONSIDERED.

PLEASE BRING ALONG YOUR BID DOCUMENT.

NO BID DOCUMENTS WILL BE ISSUED AT THE MEETING.

Date: 07 February 2025

Time: 10:00 AM

Venue & room no.: Valkenberg Hospital
Auditorium – Education Centre
Liesbeek Road
Observatory
Cape Town

For enquiries & directions contact:

Marinda Froneman

Tel: 021 826 5864

Email: Marinda.Froneman@westerncape.gov.za

WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

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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.

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|---|---|---------------|--|--|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | WCGHSC0400/1/2024 | CLOSING DATE: | 28 FEBRUARY 2025 | CLOSING TIME: | 11:00 |
| DESCRIPTION | RENDERING OF A GARDEN AND MAINTENANCE OF GROUNDS SERVICE AT VALKENBERG HOSPITAL FOR A THREE (3) YEAR PERIOD | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| Main entrance of Department of Health, Supply Chain Management Offices (M9 building) on premises of Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville. Open Mondays to Fridays from 7 am to 5 pm (excluding public holidays). | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Johan van Wyk | | CONTACT PERSON | Marinda Froneman | |
| TELEPHONE NUMBER | 021 483 4393 | | TELEPHONE NUMBER | 021 826 5864 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | Johannes.VanWyk2@westerncape.gov.za | | E-MAIL ADDRESS | Marinda.Froneman@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 | WCSD REGISTRATION NO. | | AND | CSD No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| IF YES, WAS | [TICK APPLICABLE BOX] | | | | |

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| THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS) | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
|---|--|--|--|

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

| | |
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| QUESTIONNAIRE TO BIDDING FOREIGN CONTRACTORS | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 BELOW. | |

PART B

TERMS AND CONDITIONS FOR BIDDING

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| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB7). |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID. |
| 2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.2 ABOVE. |
| 2.5 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE. |
| NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID |

SIGNATURE OF BIDDER:

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

DATE:

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID, PLEASE CERTIFY PROOF OF AUTHORITY

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| WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING | |
| BID OPENED @ 11:00 | |
| 28 FEB 2025 | |
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QUESTIONNAIRE: ORGANISATIONAL FINANCIAL AND INFRASTRUCTURE CAPACITY OF THE BIDDER –
PLEASE ENSURE ALL DOCUMENTS IS CERTIFIED.

- A. The information requested will assist the Department to evaluate the organisational and infrastructure capacity of the bidder to perform the specified requirements of this bid.
- B. The Department reserves the right to carry out physical inspections of the bidder in order to validate all or some of the information provided below. The Department also reserves the right to review the bidder's financial statements, organogram and human resource records, all of which must be provided on request. Failure to provide these documents shall result in the bid not being considered.
- C. The information provided in this section is therefore of critical importance. If, after careful consideration, the Department is of the opinion that the bidder does not have the capacity, infrastructure or managerial/supervising skills to properly manage, perform and maintain the requirements of this bid, such a bid shall not be considered for acceptance.
- D. Bidders may furnish additional information in writing and attach it to the last page of this section when submitting the bid.
- E. Where applicable the appropriate "YES" or "NO" block must be marked with an "X".
- F. 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 the Questionnaire: Organisational, Financial and Infrastructure Capacity of Bidder together with physical validation will be considered for acceptance.
- G. The Department reserve the right to conduct a capacity/infrastructure check/s on the recommended bidder/s before adjudication/award of the bid.

4.1. **Financial Standing**

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. The bidder must demonstrate financial self-sufficiency by including a certified letter of Good Standing from their bank, such as a bank guarantee, as part of the bid submission.

The first payment can only be expected between 45 and 60 days after the commencement of the contract. Thereafter payment may be expected within 30 days of submission of invoice at the end of the month in which the service was provided.

4.2 **Total Number of Employees:**

| <u>Designation</u> | <u>Number</u> |
|---------------------------|----------------------|
| Management | |
| Administration | |
| Supervisors | |
| Staff | |

| | |
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| GOODS & SERVICES SOURCING | |
| BID OPENED @ 11:00 | |
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| Other | |
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4.3 Indicate Percentage Turnover of staff during the Last 12 Months.

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

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| WESTERN CAPE GOVERNMENT HEALTH GOODS & SERVICES SOURCING BID OPENED @ 11:00 28 FEB 2025 1)..... 2) SIGNED SIGNED | |
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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.
State physical address and telephone numbers.

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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.**

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

| | | | |
|-----------|--|------------------------------|-----------------------------|
| 4.4.1.4.1 | Is it a guaranteed 24-hours service? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4.4.1.4.2 | Is it situated at a domestic residence. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4.4.1.4.3 | Is there a dedicated Administration Office? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4.4.1.4.4 | Land-line telephones in Administration Office. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4.4.1.4.5 | Activated cellphones in Administration Office. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4.4.1.4.6 | Administration Office always manned by well-trained staff who can handle emergency situations. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

4.5 **Uniforms**

4.5.1 Does the bidder have a dress code that makes it compulsory for staff to wear a clean and neat uniform at all times?

4.5.2 The uniform shall be distinguishable from the general public and DOH staff.

4.6 **Identification Badges**

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

4.7 **Staff Experience**

4.7.1 Bidders shall have properly trained staff.

4.7.2 Current contract experience over the past two (2) years in Garden services, List in table below.

4.7.3 Three references from companies where services are currently rendered must be supplied. References may not be older than 12 months at date of closing.

| Company/ State Department/ Provincial Department | Period of Contract | | No. of cleaners per shift | | Contact person | Tel. no. |
|---|--------------------|----|------------------------------|--|-------------------|-------------|
| | From | To | | | | |
| | | | | | | |
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WESTERN CAPE GOVERNMENT HEALTH
GOODS & SERVICES SOURCING

BID OPENED @ 11:00

28 FEB 2025

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SPECIFICATIONS FOR GARDEN AND MAINTENANCE OF GROUNDS SERVICE AT VALKENBERG HOSPITAL (VBH)

SHOULD THE SERVICE OFFERED DEVIATE FROM ANY SPECIFIED TECHNICAL REQUIREMENTS, FULL DETAILS MUST BE GIVEN. IN THE EVENT OF THE AVAILABLE SPACE BEING INSUFFICIENT SUCH DETAILS MUST BE GIVEN ON A SEPARATE SHEET, INDICATING THE RELEVANT PARAGRAPH NUMBER IN THE SPECIFICATION.

BIDDERS HAVE TO COMPLETE THE BIDDER'S RESPONSE AND DETAILS OF OFFER COLUMN IN FULL BY INDICATING COMPLY OR NOT COMPLY. BIDDERS SHALL FULLY DESCRIBE ON SEPARATE PAGES THE CAPABILITIES AND SPECIFICATIONS OF THE OFFER. SHOULD THE BIDDER FAIL TO DO SO, YOUR OFFER WILL NOT BE CONSIDERED.

| | BIDDERS RESPONSE / DETAILS OF OFFER |
|---|--|
| <p>Service to be rendered between 07H30 and 16H00, Mondays to Fridays, of the entire premises of Valkenberg Hospital for a period of thirty (36) months.</p> <p><u>Please bear in mind that water restrictions should be adhered to at all times in everything done on site.</u></p> <p>1 Lawn maintenance</p> <p>1.1. All cuts to be performed within the first fifteen (15) working days of each month.</p> <p>1.2. The grass area on the outside of Main Gate Observatory entrance VBH (from where the road split to the pathway and Liesbeek River up to the entrance, both sides of the road) and the Pinelands entrance VBH (from the stop down to the entrance on both sides of the road) must be cut on the first day that the mowing team arrives and also on the 16th of the month. (2 cuts during the month)</p> <p>1.3. All grass is to be maintained at a height of 26mm above ground level. All grass clippings are to be collected and removed from the mowed areas and the premises immediately after mowing area. All the borders to be trimmed neatly using a spade. All weed fields must be maintained at an even height to 100-160mm. <u>The areas on the outside of Valkenberg Hospital should be cut 1 meter from the outer fence (for fire safety purposes).</u></p> <p>1.4. Prescribed signage to be displayed at both entrances that cutting on site is in progress, to warn motorist, staff and visitors of mowing operations while the contractor is on site. The contract manager should be informed when the service provider is coming on site to start the cut. All areas should be informed prior to starting the cutting process.</p> <p>1.5. Cut grass/lawns around wards and buildings including enclosed areas around buildings.</p> <p>1.6. Ensure that edge cutters are only used for the cutting of edges and for the cutting of areas not possible to be cut with small lawn mowers or tractors.</p> <p>1.7. Ensure that all open field areas are being cut by tractor or industrial/ride-on lawn mowers.</p> <p>1.8. Ensure that no edge cutters or lawn mowers are to be used where vehicles are parked without the Services Provider's staff giving reasonable warning to the owners. Over and above prescribed penalties the contractor will be held liable for actual cost of repairs to vehicle should this provision not be complied with.</p> <p>1.9. Ensure that tractors utilized for the pulling of bush cutters or similar grass/lawn mowing equipment is not being utilized within 16-meter radius of buildings.</p> | |

1.10. Clean- up /sweep and remove fallen leaves and other garden refuse including sand around buildings, installations, parking areas, ditches, furrows, drains, manholes, gutters, and storm water drains, this is part of monthly cut. This should be done with the team that does the monthly cut and not the maintenance team.

1.11. Sand and other similar materials may be disposed of onsite as agreed with the contract manager. When garden refuse is gathered onsite it should be stored behind Environment Centre on premises out of sight.

1.12. Refrain from burning any garden or similar refuse, on site.

1.13. Supply all machinery and labour (maintenance, oil and fuel included). All machinery, equipment and labour to be supplied by the Service Provider at own cost, which include maintenance, oil, and fuel. **No fuel, lubricants or poison should be left unattended while doing the cut.**

1.14. Treat the indigenous fauna and flora with respect. The squirrels, snakes, antelope, guinea fowl, guinea fowl eggs, and other wild birds and animals must not be disturbed. Unless otherwise instructed by the Department in writing the spring wildflowers must be allowed to complete its flowering cycle before being cut.

1.15. All garden areas at the wards and buildings should be maintained.

1.16. There should be three (3) watering hoses, two (2) of 40m and one (1) of 100m on wheels, to enable the gardeners to water plants in different areas all with hose fittings and sprayers. This will be guided by current restrictions.

1.17. Two (2) tractors with tractor driven sledge (bush cutter) or two (2) industrial/ride-on lawn mowers and 16 edge cutters. Proof of ownership and roadworthy of tractors must be provided, all equipment must be in good working order. The tractors and/or industrial/ride-on lawn mowers cannot be stored onsite for the next cut.

1.18. Should the equipment or staff of the contractor not comply with the prescribed safety requirements as legislated; the contractor will not be allowed to proceed with work. Penalties for late completion will apply.

1.19. The successful Bidder (Contractor) will inform the contract manager via mail in the beginning of each year of the cutting dates. The successful Bidder (Contractor) will inform the contract manager when the monthly cut starts and when it is completed. The supervisor on site should inform the persons in the buildings and wards when cutting is performed near the parked motor vehicles. Contractor will be held responsible for all damages reported if Hospital Management was not informed.

1.20. All staff that is doing the monthly cut should wear company uniform and bib to be able to identify the staff. The staff should be fully trained on performing their duties, they should know how to operate a cutting machine to prevent damages to cars and buildings.

1.21. All paved areas and in-between electrical fence line to be cut with bush cutter and sprayed with a herbicide to prevent re-growth of grass and weeds, use of mechanical mechanism e.g. spade. Apply weed killer to all pathways on grounds and between the wards. The cutting in-between must be done monthly, **spraying of herbicide is to be done quarterly.**

1.22. The area from the gate before the bridge on Pinelands side VBH over the bridge until the next gate on Valkenberg Hospital side must be kept clean and weeds must be removed on monthly basis.

2. Mole eradication:

Programme should be put in place to get rid of moles on the big field areas and all other areas on site. This must be done in line with humane practices which is not harmful to our patients and staff. **Details of this program should be attached to the contract and the details of the supplier used for this purpose.**

3. **Staffing:**
Supervisor x 1 should be onsite for the duration of the contract, Monday to Friday from 07:30 to 16:00 to liaising with the Contract Manager. The supervisor have proven garden experience, to lead the team.
Gardeners x 6 should be on site, Monday to Friday from 07:30 to 16:00 to perform daily maintenance.

3. **Tools and equipment to be stored onsite, except for the tractor or industrial/ride-on lawn mower:**

| | |
|--|------------------------------------|
| 1 x Blower with power pack, carried on back | 100 litre of herbicide per quarter |
| 6 x leave rakes | 2 x pruning scissors (shrubs) |
| 6 x sturdy garden rakes | 2 x herbicide spray cans 20 litre |
| 6 x spades | 4 x small sprayers and fittings |
| 4 x wheelbarrows | 1 x ladder (4 meter) |
| 6 x garden forks | 1 x palm pruner |
| 6 x sturdy garden brooms | 1 x petrol operated chain saw |
| 4 x Garden portable weed root removers | |
| 4 x small garden forks | |
| 4 x small garden spades | |
| 2 x tractors driven sledge (bush cutter) or industrial/ride-on lawn mowers (once a month). | |
| Availability of a bakkie to transport rubble on site on request. | |
| 1 x edge/bush cutter | |
| 3 x water hoses, as indicated in 1.16 | |

4. - **Tractor Ownership or Leasing Options**

Contractors are permitted to either own or lease the tractors and other necessary equipment required to fulfil this gardening service contract. Contractors must declare their equipment status (ownership or lease) 15 days before the commencement of the contract and provide the relevant supporting documentation, as outlined below.

Supporting Documentation

Owned Equipment:

Proof of ownership, such as a bill of sale, title, or other official documentation confirming that the supplier owns the equipment.

Insurance documentation covering liability, theft, and damage for the owned equipment.

Leased Equipment:

A copy of the current lease agreement with the equipment provider, specifying the lease term, payment terms, and any conditions regarding equipment maintenance.

Insurance documentation or proof of coverage by the lessor, if applicable, for liability, theft, and damage.

Documentation detailing the supplier's obligations for maintenance and repair, if required by the leasing agreement.

Equipment Maintenance

All tractors, whether owned or leased, must be maintained in safe and operational condition to prevent service interruptions. Contractors must demonstrate access to maintenance resources, such as in-house or third-party service providers, and have records of maintenance schedules available for inspection.

Contractors are responsible for ensuring that tractors meet all safety and operational standards throughout the contract duration. Any equipment that does not meet these standards will be subject to immediate replacement or repair, at the supplier's expense, to maintain service continuity. To avoid service disruptions, Contractors must have arrangements in place for replacement or backup tractors. This can include access to an alternative leased tractor or ownership of additional equipment.

Contractors must notify the Institution of any planned replacements or leasing changes, including any impacts on service continuity or potential delays.

Insurance and Liability

Contractors must ensure that their tractors (owned or leased) are insured, covering liability for any accidents or damage that may occur during operation. Proof of insurance must be provided before the contract commences and renewed annually or as the policy requires.

In the event of an accident or damage arising from supplier negligence, the supplier will be held responsible for any repairs, replacements, or associated costs.

Documentation Review and Approval

All documentation (proof of ownership or lease, insurance, maintenance records) must be submitted to the Department within 15 days of contract award for review and approval. Failure to provide documentation may result in disqualification.

The Department reserves the right to periodically review equipment documentation and inspect equipment condition to ensure compliance with contract requirements.

All employees to be dressed in companies' uniform attire and with appropriated company logo.

5. **Beekeeping** – Service provider must have relation with registered beekeeper (with the Honeybee Association), for when there is emergency intervention needed on site (Proof of certificate or document to be provided with the offer)

6. Landscaping

6.1 Watering and Replenishing of gardens

The irrigation system on the site must be used by the contractor for the watering programme. Failure of the irrigation system does not nullify the contractor's responsibility to maintain the desired level of moisture to maintain vigorous, healthy growth and if necessary, hand watering may be needed to be carried out during periods of water restrictions. This will be guided by the water restrictions.

Replenishing of gardens should be done quarterly, to keep the gardens full and beautiful. This would require regular composting of gardens to keep plants and soil healthy. This would be throughout the whole site, at the wards, and everywhere where there is a garden.

6.2 Weeding

- 6.2.1 The Contractor is to keep the courtyards and flower beds around Admin and ward areas on the whole site of Valkenberg Hospital free of weeds.

- 6.2.2 The Contractor shall be responsible for controlling and removing of all wooden alien species.

- 6.2.3 The contractor shall ensure that all weeds and alien / invasive species are removed. Alien / invasive plants and weeds shall not be stock piled; they should be removed from the site and dumped at an approved site.

- 6.2.4 Larger individuals of alien / invasive species shall be controlled by cutting or lopping and treating the cut stumps with herbicide to prevent regrowth.

6.3 Disease and Insect Pest Control

- 6.3.1 Plants shall be inspected at least once a month, to locate any disease or insect pest infestations.

- 6.3.2 On discovery of any disease or insect infestation, the Contractor shall identify the nature of species of infestation and submit a proposed method of control to the Hospital management for approval prior to the application of control measures.

6.4 Pruning (quarterly)

- 6.4.1 The Contractor shall ensure that all plant material is free from diseased wood, broken branches, or otherwise harmful or objectionable branches or twigs.

- 6.4.2 The Contractor shall ensure that the objectives of pruning are achieved, that is, clear stemmed trees with strong leaders, balanced canopies, and healthy structure.

6.4.3 Crown pruning shall consist of the selective removal of one or more of the following items:

- Dying branches
- Diseased branches
- Broken branches
- Removal of recessive branches
- Removal of cross-growing or rubbing branches
- Weak(overgrown) branches

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6.5 Thinning Cuts

6.5.1 A thinning cut shall consist of the removal of a lateral branch at its point of origin or shortening of a branch or stem by cutting an older branch or stem back to a stub or lateral branch not sufficiently large to assume the terminal role.

6.6 Heading Cuts

6.6.1 A heading cut shall consist of cutting a currently growing or one-year-old shoot back to the bud or cutting an older branch or stem back to a stub or lateral branch not sufficiently large to assume the terminal role

6.7 Pruning Cuts

6.7.1 When removing a lateral branch at its point of origin on the trunk or parent limb, the final cut shall be made in branch tissue close to the trunk or parent limb, without cutting into the branch bark ridge of the collar or leaving a stub.

6.7.2 When removing a dead branch, the final cut shall be made just outside the collar of live tissue. If the collar has grown out along the branch stub, only the dead stub should be removed. The live collar shall remain intact and uninjured.

6.7.3 When removing a branch with a narrow attachment, the final cut should be made from the bottom of the branch to prevent damage to the parent limb.

6.7.4 A large limb should be removed by making three (3) cuts. The first cut must be made on the bottom of the limb. The second cut on top through the limb 2 – 3 cm beyond the first cut. The final cut is made outside the branch bark ridge and the branch collar.

6.7.5 All cuttings of the scrubs/trees etc. should be chipped on site, so that it can be recycled in the garden

6.8 Safety

6.8.1 Tree maintenance shall only be performed by qualified tree workers, who through related training are familiar with the practices and hazards of arboriculture and the equipment used in such operations. (to be listed separately)

6.8.2 All workers must be covered by Public Liability insurance, UIF, and protective clothing. The Institution reserves the right to do random checks to see if company is compliant.

6.8.3 Public Liability Insurance

Provide documentary evidence of current valid Public Liability Insurance.(minimum is R 5 000 000)

Yes

No

| | | | |
|--|--|----------------------|----------------------|
| 6.8.4 | <u>Unemployment Insurance Fund Registration (UIF)</u> | | |
| | 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 of current valid registration. | <input type="text"/> | <input type="text"/> |
| 6.8.5 | <u>Occupational Health and Safety Act, 1993 (Act 86 of 1993) and Regulations of the Act</u> | | |
| | Is the bidder prepared to accept full responsibility in terms of Section 37(2) of the said Act? | <input type="text"/> | <input type="text"/> |
| 6.8.6 | <u>Hepatitis B Injection for all staff on site</u> | | |
| | Proof from Health practitioner to be provided by successful bidder. (please acknowledge by indicating yes or no.) | <input type="text"/> | <input type="text"/> |
| 6.8.7 | <u>Bidders to include the Material Data Safety Sheets of all Herbicides and other chemicals to be used on site.</u> | <input type="text"/> | <input type="text"/> |
| 6.9 Tree inspection (quarterly with Contract Manager) | | | |
| 6.9.1 | Before beginning work and while work is being performed, a qualified person (Contractor) shall inspect each tree. | | |
| 6.9.2 | If a condition is observed that requires additional attention, this condition must be brought to the attention of a supervisor or the person responsible for authorising the work. | | |
| 6.10 | Tools and Equipment | | |
| 6.10.1 | Pruning tools used to make pruning cuts shall be kept adequately sharp so that the final cuts result in a smooth surface and firmly attached remaining bark. | | |
| 6.11 | Accessories | | |
| 6.11.1 | Maintain all accessories such as tree stakes and ties in a good condition. | | |
| 6.12 | Litter | | |
| 6.12.1 | The landscaped area must be kept clear of leaves and litter .Daily pick up of litter must be done on the inside of the fence on the whole site | | |
| 6.12.2 | Particular care must be given to areas such as water outlets, storm water drains/pipes, and the internal courtyards. | | |
| 6.13 | Erosion | | |
| 6.13.1 | In the case of surface wash-away or wind erosion, the Contractor shall implement remedial measures as soon as possible. | | |
| 7. | Liabilities | | |
| 7.1 | The contractor will be required to complete a prescribed garden control sheet indicating the different zone's and have it signed off by the contract manager of the area where work is performed. This duly completed form is a pre-requisite for payment and the original copy must be submitted with each month's invoice. | | |

- 7.2 The contractor shall ensure that his/her Staff does not have any contact with Hospital Patients or Staff other than what is needed for the Service Provider to comply with his contractual responsibilities. Any other form of communication/interaction needs to be channeled via the Contract Manager.
- 7.3 In carrying out the Contract, the Bidder shall conform to all laws, Regulations or Bylaws of any Department of State, Provincial Administration or Local Authority, which may be applicable hereto.
- 7.4- Price to be all-inclusive as claims involving additional cost such as levies, transport, dump fees, insurance, labour maintenance, fuel, etc. will not be considered.
- 7.5 Unless otherwise specifically stated in the contract documents, no additional fees will be payable for work done after hours, weekends or public holidays.
- 7.6 Payment will only be made on receipt of a specified invoice to which copies of the signed release notes and timesheets must be attached in support as well as signed conformation that Hospital Management is satisfied with the standard of service rendered.
- 7.7 Identification tags to be worn by contractor (workers) at all times during hours of service. The supplier must ensure that the employees are wearing safety clothing as outlined in the Occupational Health and Safety Act.
- 7.8 The successful Bidder is not allowed to sub-contract the work or part thereof to another party.
- 7.9 The successful Bidder further undertakes to obey all applicable hospital rules and regulations whilst on hospital premises.
- 7.10 Should the successful Bidder fail to comply with any of the Conditions of the Agreement, the hospital shall be entitled, without prejudice to any of its rights, to cancel the agreement and to claim damages, which shall be paid within 30 days of such claim.
- 7.11 In the event of the contract being terminated, such notice shall be 30 days either way.
- 7.12 Bidders must submit a project implementation plan of how they intend to render an efficient service with the number of staff and list of equipment offered to comply with the tender requirements. Failure to comply herewith may result in the tender not being considered for evaluation purposes.
- 7.13 The appointed Bidder and staff should have substantial experience accompanied with proof in gardening and grass cutting.
- 7.14 The successful Bidder should clean and maintain the grounds daily, with the staff onsite.
- 7.15 Service Providers to quote on one (1) cut per month, including cutting the entrance x2 per month:
One (1) compulsory cut per month.
Two (2) additional cuts per year when or if required to be quoted on pricing schedule.

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8. Penalties

8.1 Penalties and pro rata deductions

Deductions and penalties will apply for work not performed according to the Bid Specification and Conditions.

- 8.1.1 R600.00 for the 1st day
- 8.1.2 R760.00 for the 2nd day
- 8.1.3 R1000.00 for the 3rd day
- 8.1.4 R1000.00 per day for all days following the 3 days.
- 8.1.5 Cutting of grass where vehicles are parked (without reasonable warning to the owners) will be penalized by R1000.00 per incident.
- 8.1.6 Cutting of grass without utilizing the prescribed signage will be penalized by R1000.00 per incident.
- 8.1.7 R1000.00 for failure to post a person per day.

- 8.1.8 R1000.00 late postings per person (2 hours after scheduled time).
- 8.1.9 R1000.00 sleeping on duty per incident.
- 8.1.10 R1000.00 failure to wear and display identity cards, per incident.
- 8.1.11 R1000.00 failure to adhere to dress code including the wearing of protective clothing, per incident.
- 8.1.12 R1000.00 absent from point of duty without permission, per incident.

9. Indemnity

- 9.1 The successful Bidder will indemnify the Hospital against all claims or losses arising out of the under-mentioned during the execution of any part of this contract whether on the hospital premises or otherwise.
- 9.2 Loss, damage, wear and tear occurring to the successful Bidders property.
- 9.3 Loss, accident, injury or death to any person in the employ of the successful Bidder or third party for whatever reason.
- 9.4 Loss or damage of any property legally on Hospital premises, which is not the property of the Provincial Administration: Western Cape. The successful Bidder will provide the institution with insurance proof.
- 9.5 The successful Bidder will further undertake to reimburse the hospital within 30 days of presentation of claim by the hospital against the successful Bidder for the occurrences as numbers 7.6 –7.9, during the execution of any part of this contract whether on hospital premises or otherwise.
- 9.6 Loss or damage to hospital equipment.
- 9.7 Loss or damage to any hospital buildings, roads, gates, walls, and fences.
- 9.8 Loss or damage to any hospital property.
- 9.9 Loss or damage of staff's property (i.e. damage to cars due to flying debris caused by cutting, etc.)

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Zoning of the Site

| Area | Description | Grass cut Frequency | Weeding and Maintenance Schedule |
|---------------|---|---|---|
| Zone 1 | Historic Core and surrounds including North and South courtyards | Once a month | 1. Once a month. 2. Mulching in October yearly for plant beds. 3. Lawn top-dressed In October yearly. 4. 80 g/m ² of organic fertilizer for application in Feb & Oct yearly on lawn and plant beds for feeding. |
| Zone 2 | Ward 20 and roadside from Security access gate to the foot of the bridge, over bridge including workshops, old store, transport and security house. | Once a month, bearing in mind the Access Point at Pinelands/Ward 20 that should be done on 1 st of month and 16 th when cut is finished. | 1. Once a month. 2. Mulching in October yearly for plant beds. 3. Lawn top-dressed In October yearly. 4. 80 g/m ² of organic fertilizer for application in Feb & Oct yearly on lawn and plant beds for feeding. |
| Zone 3 | High Admissions Unit and Surrounds including the field to the south of the unit | Once a month | 1. Once a month. 2. Mulching in October yearly for plant beds. 3. Lawn top-dressed In October yearly. 4. 80 g/m ² of organic fertilizer for application in Feb & Oct yearly on lawn and plant beds for feeding. |
| Zone 4 | Education Centre and surrounding fields stretching to the Main Kitchen | Once a month | 1. Once a month. 2. Mulching in October yearly for plant beds. 3. Lawn top-dressed In October yearly. 4. 80 g/m ² of organic fertilizer for application in Feb & Oct yearly on lawn and plant beds for feeding. |
| Zone 5 | Observatory access gate, Out-patients, Acute Wards, APH and surrounds | Once a month, bearing in mind that the Access Point at Observatory gate should be done on the 1 st of the month and 16 th when cut is finished. | 1. Once a month. 2. Mulching in October yearly for plant beds. 3. Lawn top-dressed In October yearly. 4. 80 g/m ² of organic fertilizer for application in Feb & Oct yearly on lawn and plant beds for feeding. |
| Zone 6 | Forensic wards and surrounds including the sports field | Once a month | 1. Once a month. 2. Mulching in October yearly for plant beds. 3. Lawn top-dressed In October yearly. 4. 80 g/m ² of organic fertilizer for application in Feb & Oct yearly on lawn and plant beds for feeding. |

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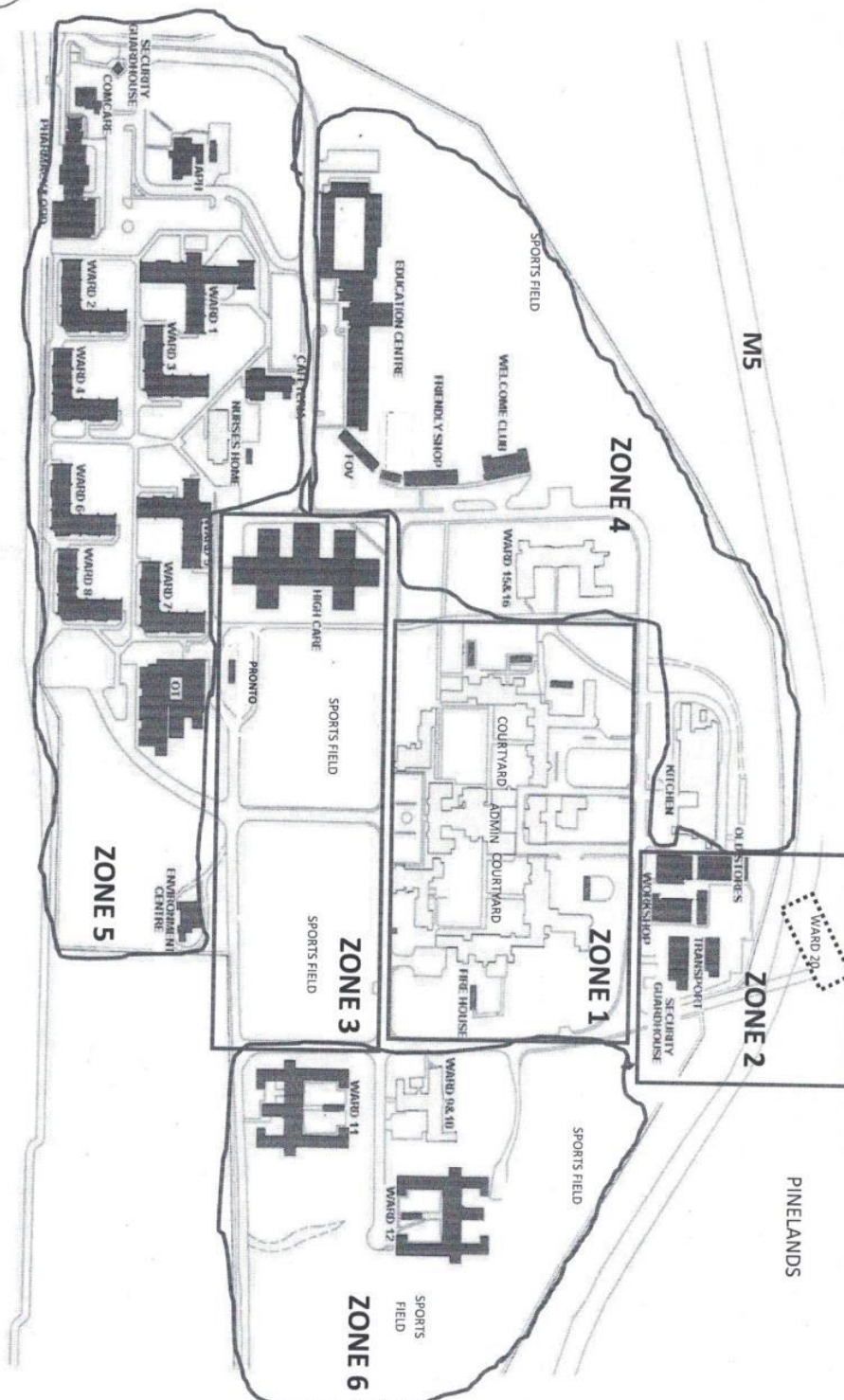
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PRICING SCHEDULE (PURCHASE OF SERVICES)

RENDERING OF A GARDEN AND MAINTENANCE OF GROUNDS SERVICE AT VALKENBERG HOSPITAL FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:

BID NUMBER: WCGHSC0400/1/2024

CLOSING TIME: 11:00 ON 2025

OFFERS SHALL BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID AND PRICING MUST BE INCLUSIVE OF VAT

| ITEM | 1 ST YEAR (INCLUSIVE OF VAT) | 2 ND YEAR (INCLUSIVE OF VAT) | 3 RD YEAR (INCLUSIVE OF VAT) |
|------|--|--|--|
| 1.1 | R..... per month | R..... per month | R..... per month |
| 1.2 | R..... Total per year | R..... Total per year | R..... Total per year |
| 2 | Total all-inclusive cost for three (3) years: R (included VAT) | | |

Two (2) Additional Cuts per year if and when required

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

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

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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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.

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.

SIGNATURE OF BIDDER:

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

DATE:

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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 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 –



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

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

“entity” means any -

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

(b) sole proprietorship;

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

“Family member” means a person's -

(a) spouse; or

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

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

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

listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

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

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

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

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

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



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- (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 if 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



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(NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A DETAILS OF THE ENTITY

| | | |
|--|--|------|
| | CSD Registration Number | MAAA |
| | Name of the Entity | |
| | Entity registration Number (where applicable) | |
| | Entity Type | |
| | Tax Reference Number | |

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

| FULL NAME | DESIGNATION (Where a director is a shareholder, both should be confirmed) | IDENTITY NUMBER | PERSONAL TAX REFERENCE NO. | PERCENTAGE INTEREST IN THE ENTITY |
|-----------|--|-----------------|----------------------------|-----------------------------------|
| | | | | |
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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to



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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

| | | | |
|------------|--|----|-----|
| B1. | Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions) | NO | YES |
| B2. | Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE") | NO | YES |
| B3. | Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B) | NO | YES |

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

| FULL NAME OF EMPLOYEE | IDENTITY NUMBER | DEPARTMENT/ ENTITY OF EMPLOYMENT | DESIGNATION/ RELATIONSHIP TO BIDDER** | INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known) |
|-----------------------|-----------------|--|---|--|
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If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

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 |
|------------|--|----|-----|

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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the "Tender Defaulters" or submit your written request for a hard copy of the Register to (012) 326 5445.) | NO | YES | |
| icon "Register for facsimile number" | | | |
| 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 | |



If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

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

.....



If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

Business Address:

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



If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

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:

| PRICE | POINTS | |
|--|--------|-----|
| | 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:

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

5.1 POINTS AWARDED FOR PRICE

80/20

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

90/10

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

Where

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\max} = Price of highest acceptable bid

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

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

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

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

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

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

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

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

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

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

7. BID DECLARATION

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

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

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

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

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

9. SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

- 10.4 Type of company/firm (Select applicable option)
- | | |
|--------------------------|--------------------------------------|
| <input type="checkbox"/> | Partnership/Joint venture consortium |
| <input type="checkbox"/> | One-person business/sole propriety |
| <input type="checkbox"/> | Close corporation |
| <input type="checkbox"/> | Public company |
| <input type="checkbox"/> | Personal liability company |
| <input type="checkbox"/> | (Pty) Ltd |
| <input type="checkbox"/> | Non-profit company |
| <input type="checkbox"/> | 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 Contractors in South Africa; For the service industry, include labour costs capped at 15%. | (b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained. | |
| (c) At least 25% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging. | (d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operational or financial capacity. | |
| (e) At least 85% of labour costs should be paid to South African employees by service industry entities. | | |

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

owners of the enterprise which I represent in this matter.

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

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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2. Application
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6. Patent rights
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in

its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. Application

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

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

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

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| | 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, <ul style="list-style-type: none"> (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier. |
| 28. Limitation of liability | 28.1 | Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <ul style="list-style-type: none"> (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. |
| 29. Governing language | 29.1 | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| 30. Applicable law | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| 31. Notices | 31.1 | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice |
| | 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. |
| 32. Taxes and duties | 32.1 | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. |
| | 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. |
| | 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. |