

PART A INVITATION TO BID




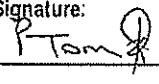
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (EASTERN CAPE DEPARTMENT OF HEALTH)					
BID NUMBER:	SCMU3-22/23-0694-HO	CLOSING DATE:	16 February 2023	CLOSING TIME:	11H00
DESCRIPTION	Request for procurement of Cleaning Equipment to assist with commissioning of Health Care facilities in the Eastern Cape for a period of 36 months				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT OFFICES					
MAIN SECURITY GATE					
GLOBAL LIFE BUILDING					
BHISHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr M Magula		CONTACT PERSON	Mr M Magula	
TELEPHONE NUMBER	0605579601		TELEPHONE NUMBER	0605579601	
E-MAIL ADDRESS	Magulamzuhleli@gmail.com		E-MAIL ADDRESS	Mzuhleli.magula@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
<p>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</p>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>			



BID NO. SCMU3-22/23-0694-HO: Procurement of Cleaning Equipment to assist with commissioning of Health Care facilities in the Eastern Cape for a period of 36 months

DOCUMENT CONTROL SHEET

Revision			
Drafted By	Date: 9 January 2023	Name: M Magula	Signature: 
Reviewed By	Date: 09/01/2023	Name: P. MTHELELI	Signature: 
Recommended by: Programme Manager	Date: 16/01/2023	Name: B. Mabontsele A. Cengimbo	Signature: 
Approved By: Specification Committee	Date: 11/01/2023	Name: P. TOM	Signature: 

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE	
1.	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
2.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RS	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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:

1. Table of contents
 - Invitation to Bid (SBD 1)**
 - Part 1 – Conditions of Bid**
 - Part 2 – Conditions of Contract and Operational Requirements**
 - Part 3 – Bid Strategy**
 - Part 4 – Specifications**
 - Part 5 – Bid Forms and related documentation**
 - Schedule A –** Government Procurement: General Conditions of Contract
 - Schedule B –** Central Supplier Database Requirement
 - Schedule C –** Pricing Schedule (SBD 3.1)
 - Schedule D –** Declaration of Interest (SBD 4)
 - Schedule E** Qualifications and experience
 - Schedule F –** Organisational Structure
 - Schedule G–** Details of Bidder`s nearest Office
 - Schedule H** Financial Particulars
 - Schedule I-** Preference Points Claim Forms (SBD 6.1)
 - Schedule J-**
 - Schedule K-**

2. DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

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

PART 1

Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

- 1.1 The department has constructed and refurbished building structures for the provision of clinical services in a number of health facilities. It is in this context the Eastern Cape Department of Health has pursued the services of qualified service providers and or contractors for supply and delivery of cleaning equipment in various health facilities in the Eastern Cape Department of Health. It is intended that this intervention will be applied throughout the Province of the Eastern Cape benefitting new and existing public Health Facilities in all 8 health district municipalities, for which this invitation for tender covers.

2. OFFER AND SPECIAL CONDITIONS

- 2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5 with their bids.
- 2.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**
- 2.3 **It is a requirement that bidders must register on the Central Supplier Database before submitting the bid.**
- 2.4 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

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

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

4. ENQUIRIES

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

5. BID BRIEFING

A compulsory bid briefing session will be held on the **27 January 2023 @11H00 at Bhisho Hospital** in Bhisho.

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

8. PRICING

- 8.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid documents.

- 8.2 **Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.** For non-VAT vendors the price will be interpreted as inclusive of VAT. All contracted service providers will be required to register for VAT when they reach the threshold and there will be no price adjustment after VAT registration.

- 8.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C.

- 8.4 The price quoted shall include delivery to any Eastern Cape Department of Health facility. There will be no price adjustment or additional allowance to cover the cost transport.

- 8.5 The price shall include hard copies of operating manuals in English.

9. DECLARATION OF INTEREST

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

10. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices is attached as Part 5 – Schedule E

11. CERTIFICATE OF BID DETERMINATION

Bidders must complete the declaration and sign accordingly to submit with the bid the Declaration of Bid Determination attached as Part 5 – Schedule F.

12. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information **including certified copies of certificates** together with their bid of their experience in the relevant trade together with present contracts (**description of contract, contract period, contact person and telephone numbers**). These details should be submitted together with the bid on the form attached as Part 5 – Schedule G.

13. PARTNERSHIPS AND LEGAL ENTITIES

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

14. CONSORTIUM/JOINT VENTURE

14.1 It is recognized that bidders may wish to form consortia to provide the Services.

14.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

14.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;

14.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

14.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Eastern Cape Department of Health (ECDoH) and receive instructions for and on behalf of any and all the members of the consortium;

14.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid. Otherwise, the bid will be disqualified.

15. ORGANISATIONAL PRINCIPLES

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

The delivery shall be made at the receiving institution and the period of delivery shall be four to eight weeks from the date of receiving a purchase order.

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

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

17. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule

J. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid may be regarded as non-responsive. Bidders must submit financial statements that are not older than a year to assess financial viability.

18. PREFERENCE POINTS CLAIM FORMS

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

19. VALIDITY

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

20. ACCEPTANCE OF BIDS

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

21. NO RIGHTS OR CLAIMS

- 21.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the ECDoh. The ECDoh reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- 21.2 Neither the State, the ECDoh, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

22. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

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

23. ACCURACY OF INFORMATION

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

24. COMPETITION

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

25. RESERVATION OF RIGHTS

- 25.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to:-
- 25.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 25.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 25.4 Reject all responses submitted by bidders and to embark on a new bid process.
- 25.5 Award the bid to more than one bidder.

EVALUATION CRITERIA

26.1 The bid will be evaluated as follows:

- Stage 1: Administrative compliance /pre-qualification
- Stage 2: Specifications compliance
- Stage 3: Functionality
- Stage 4: Price and B-BBEE Points

The stages are further detailed below

26.2 In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20- preference points system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

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

$$Ps = 80 \frac{(1 - Pt - P_{min})}{P_{min}}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

B-BBEE Status Level of Contributor	Number of points (80/20 system)
7	4
8	2
Non-compliant contributor	0

N.B: Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies or sworn affidavit to substantiate their B-BBEE rating claims.

26.3 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non- Compliant contributor. Such bidders will score 0 out of maximum of 20 points for B-BBEE.

26.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy or a sworn affidavit thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.

26.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

26.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a BBEE status level certificate issued by a SANAS accredited verification agency or sworn affidavit by a commissioner of oaths for Emerging Micro Enterprises (EME's) and Qualifying Small Enterprises (QSE's).

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

- 26.8 The total points scored will be rounded off to the nearest 2 decimals.
- 26.9 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 26.10 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest functionality.
- 26.11 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.
- 26.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

27. 1st Stage: Administrative compliance/Pre-qualification

- 27.1 The purpose of this pre-qualification evaluation is to determine which bid responses are compliant and non-compliant with the bid conditions issued by the ECDOH as part of the bidding process.
- 27.2 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-evaluation verification will be carried out by ECDOH in order to determine whether a Proposal complies with the provisions of this bid.
- 27.3 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:
- 27.4 reject the bid Proposal in question and not to evaluate it at all;

give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Proposal so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's Proposal;

in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Proposal.

- 28. The following criteria shall apply:

- 28.1 Declaration forms (SBD) must be completely filled and signed.
- 28.2 Bidders must be a legal entity (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 28.3 Bidders must be registered on the Central Supplier Database (CSD).
- 28.4 Bidders to submit copies of B-BBEE certificates issued by an accredited SANAS entity or a Sworn Affidavit signed and stamped by a Commissioner of Oaths, failure to submit

B-BBEE Status Level of Contributor	Number of points (80/20 system)
7	4
8	2
Non-compliant contributor	0

N.B: Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies or sworn affidavit to substantiate their B-BBEE rating claims.

26.3 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non- Compliant contributor. Such bidders will score 0 out of maximum of 20 points for B-BBEE.

26.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy or a sworn affidavit thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.

26.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

26.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a BBEE status level certificate issued by a SANAS accredited verification agency or sworn affidavit by a commissioner of oaths for Emerging Micro Enterprises (EME's) and Qualifying Small Enterprises (QSE's).

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

such will result in the bidder not being awarded preference points.

28.5 The bid documentation has been completed comprehensively and correctly.

Prospective bidders are required to submit the following documentation to quality for administrative compliance

#	Requirement	Complied	
		YES	NO
A	Invitation to Bid (SBD1) completed and signed		
B	Declaration of Interest (SBD 4)		
C	Preferential Points Claim (SBD 6.1)		
D	Declaration of Past SCM Practices (SBD 8)		
E	Certificate of Independent Bid Determination (SBD 9)		
F	B-BBEE Certificate or Sworn Affidavit		
G	Letter of Manufacturing (where applicable)		
H	JV agreement (if applicable)		
<i>Mandatory documents of Stage 1 (failure to comply with item I to L will result in elimination)</i>			
I	Completed Pricing Schedule with all items priced (SBD 3.3), incomplete pricing schedules will lead to elimination.		
J	Product Brochures with detailed specifications (in English)		
K	A letter from the bidder confirming the minimum warranty of One year for all electrical items shall be provided.		
L	A fully completed specification document for each Lot bid for.		

29. 2nd Stage: Specifications Compliance

- 29.1.1 All specifications line items must be verifiable using the product brochures.
- 29.1.2 All images on brochures shall be in colour.
- 29.1.3 All brochures shall clearly indicate the make and model offered.
- 29.1.4 Internet downloaded brochures with specifications will be acceptable.
- 29.1.5 Minimum 70% compliance with specifications is required for each equipment item on offer.

30. 3rd Stage: Functionality Evaluation

- 30.1. A bidder that scores less than 85 weighted points out of 100 in respect of functionality will be regarded as non-responsive and will be disqualified.
- 30.2. Only bidders that obtain a minimum of 85 points will qualify for further evaluation in terms of price.
- 30.3. All points scored by qualifying bidders will not be taken into consideration for price evaluation.
- 30.4. All calculations will be rounded off to the nearest decimal.
- 30.5. Finance letters indicating that the bidder will get finance will be treated as fully compliant, even if there's no value indicated.

CRITERIA	SUB CRITERIA	MAX SCORE	EVIDENCE
Specifications	90% to 100% compliance to specifications on all the items = 40. 80 to 89% compliance to specifications on all the items = 30. 70 to 79% compliance to specifications on all the items = 20. Below 70% compliance in all the items = 0.	40	Specification requirements to be checked using supplier brochures.
Resource availability within the Eastern Cape Province relating to delivery vehicles to provide the required service to ECDOH	Delivery vehicle relevant to the requirements of the Specification 1* 2 ton enclosed truck or more = 20 points. 1* enclosed LDV or more = 15 points No vehicle = 0 points	20	Vehicle registration papers or A signed agreement letter/ intent to enter into an agreement from the hiring company confirming availability of the listed vehicles and an agreement to lease them to the bidder.
Location of Supplier and Local job creation	Eastern Cape based Supplier = 20 points. Outside Eastern Cape = 5 points.	20	Lease agreement, Landline or mobile phone provider, bank account, Letter Head, Company stamp, Affidavit and or utilities account (The above should be in the bidding company name)
Financial Strength (Net asset position)	Positive net asset value more than R1m=20 Positive net asset value more than R0,75m=15 Positive net asset value less than R0,5m =10 Positive net asset value less than R0,25m=5	20	Financial statement, assets (excluding stock) less liabilities. Financial statement, asset less liabilities. Or Alternatively, a letter of guarantee from financial institution or 3 months' bank statement reflecting the balance indicated in the sub-criteria. Or Financial Institution, e.g. ECDC, NYDA

CRITERIA	SUB CRITERIA	MAX SCORE	EVIDENCE
	Negative net asset value or less than R0,1m=0		
Total Points		100	
Minimum Qualifying Score		85	

31. 4rd Stage: B-BBEE and Price Points

Responsive bids which comply to the 3rd stage (functionality evaluation) will be evaluated on the 80/20 preference point system in terms of Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation 4 of the Preferential Regulations. The 80 points will be allocated for price and 20 points for attaining B-BBEE status level contributor.

- 3.7 Should the ECDoH at any time believe that any member of service provider personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

- 3.8 Contractor's procedures:** The service provider shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager at **the relevant Institution**

Provide the ECDoH with copies of all contractor's operating procedures and processes relating to the Services;

- 3.9 Provision of Services in clean and tidy manner.** The service provider shall ensure that the Services are provided in a clean and tidy manner.

- 3.10 Service reports:** The service provider shall, upon written request from the DOH or its appointed Facility Manager, provide the DOH with such reports relating to the Service as may be stipulated in the Specifications, or as may be reasonably required by the DOH or its appointed Facility Manager to determine whether service provider is providing the Services in accordance with the terms and conditions of the contract.

4. HAZARDOUS MATERIALS

The service provider will be held liable for any expenses that may be incurred by the ECDOH as a result of damage to property and injury to personnel as a result of poor quality products.

5. FIRE RISKS

The service provider shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDoH/Institution and take such remedial action as may be necessary.

6. ENERGY MANAGEMENT

The service provider shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

7. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The service provider:-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;

- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8. SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

Service provider shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications, Bid Conditions and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

9.2 Compliance. For purposes of the contract the compliance by service provider with the stipulated responsibilities and service standards will be determined:-

- with reference to reports provided by service provider;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by ECDoH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

9.3 Records. Service provider shall at all times keep full and accurate records of all services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

9.4 Measurement of performance

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether service provider is providing the services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to service provider by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by service

provider. The service provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.

- User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

9.5 Results of checks, audits and surveys ECDoH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by service provider with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that service provider can prove otherwise be binding on service provider and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

10. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

11. LOSS AND DAMAGE

Service provider hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of service provider or the failure of service provider to provide the services in accordance with the provisions of the contract.

PART 3

BID STRATEGY

The Eastern Cape Department of Health seek to appoint service providers to supply and deliver cleaning equipment as part of commissioning and refurbishing existing building structures to accommodate clinical services and medical clinicians. The required equipment will assist in maintaining these buildings and the contract is for a period of 36 months.

Bid will be awarded to One (1) or more bidders and will be used as and when required basis. The awarded bidders will be awarded according to the following lots:

1. Lot 1 (Vacuum cleaner, Janitor Trolley, Scrubbers, Burnisher, Polisher, Window cleaners)
2. Lot 2 (Bins, brush sets and climbing items)

The bid will be a rate based contract for a period of 36 months and will be used as and when required basis.

Bidders are required to bid for all specification items, if any item is omitted or not bided for a bidder will be disqualified.

Delivery will be made to the health facility as specified at the time of ordering and the turnaround time for the supply and delivery of goods must be done within the shortest period of not more than eight weeks after an official order has been issued by the Department.

The unit price shall be inclusive of delivery to any facility in the Eastern Cape.

The Department reserves the right to negotiate the rates with shortlisted bidders to match the rate of the lowest bidder or average rate.

PART 4
SPECIFICATION

ITEM	REQUEST TO TENDER: CLEANING EQUIPMENT AND HARDWARE (Lot 1)	State Your Offer	Technical Reference/ Index Page Number	Weights: Priority Medium Normal Priority-4; Priority-2	High Items-10; Priority-4; Normal Priority-2	Compliance (YES/NO)
SECTION	SPECIFICATION					
1	NON NEGOTIABLE					
1.1	A signed letter from the registered manufacturer (on the Manufacturer letterhead) or distributor supporting and underwriting the vendor as the accredited and certificated vendor in South Africa for safe distribution, service and maintenance.			Y/N		
1.2	All electrical equipment to include not less than 3.0m lead cable fitted with a 3 pin 15 amp plug top.			Y/N		
2	TECHNICAL SPECIFICATION					
2.1	WET DRY VACUUM CLEANER					
2.1.1	The cleaner shall be an industrial wet/dry cleaner, in a frame with a handle.			10		
2.1.2	All wheels shall be of a size for ease of movement over tiled and vinyl flooring in a hospital, and it shall be manufactured from non-marking and non-staining material.			4		
2.1.3	Minimum of 2m-3m hose, metal& plastic pipes complete with cable and three pin 15amp plug top.			2		
2.1.4	Floor tool, crevice nozzle and dust brush to be supplied.			2		
2.1.5	Capacity of the container shall be a minimum of 30-40 litres.			2		

ITEM	REQUEST TO TENDER: CLEANING EQUIPMENT AND HARDWARE (Lot 1)	State Your Offer	Technical Reference/ Index Page Number	Weights: Priority Medium Priority-4; Normal Priority-2	High Items-10; Priority-2	Compliance (YES/NO)
2.1.6	Rated power shall be 1200-1300 watts.			2		
2.2	JANITOR TROLLEY CLEANING SYSTEM					
2.2.1	The top down trolley shall be designed for using a microfiber mop.			10		
2.2.2	The trolley shall be made from polypropylene, and consist of minimum three vertical sections.			4		
2.2.3	The first section shall have a handle and lid at the top, with a vertically hung minimum 100 litre flexible "laundry bag" beneath.			2		
2.2.4	The second section shall be a lockable cupboard, into which will fit a minimum of (1 x 35-45 litre and 2 x 20-25 litre) sliding drawers.			2		
2.2.5	On the top of the cupboard shall be a lid, beneath which will be a minimum of (4 x 3-4 litre) vertical buckets.			2		
2.2.6	The third section shall consist of a minimum of 2 x 18-22 litre buckets, one above the other, for clean and dirty mop heads.			2		
2.2.7	On the side of the frame shall be clips for a minimum of 2 mop shafts, and to hang 2 x safety signs.			2		
2.2.8	One microfiber mop shall be supplied with each trolley, together with 6 x mop heads with colour coded tag indicators.			10		
2.2.9	2 x "wet floor" safety signs shall be supplied with each trolley.			4		

ITEM	REQUEST TO TENDER: CLEANING EQUIPMENT AND HARDWARE (Lot 1)	State Your Offer	Technical Reference/ Index Page Number	Weights: Priority Medium Normal Priority-2	High Items-10; Priority-4; Normal Priority-2	Compliance (YES/NO)
2.3	SCRUBBER - WALK BEHIND					
2.3.1	The scrubber shall be industrial, suitable for tile and vinyl flooring.			10		
2.3.2	The scrubber shall have a forward minimum speed of 5.5 km per hour.			2		
2.3.3	The scrubber shall have a minimum scrubbing width of 650-660 mm.			2		
2.3.4	The scrubber shall be fitted with 2 x 330 nylon brushes.			2		
2.3.5	The scrubber shall operate with a brush speed of 200-220 rpm.			2		
2.3.6	Rated power shall be a minimum of 1400-1500 watts.			2		
2.3.7	The scrubber shall have the necessary battery charger complete with cable and three pin 15amp plug top.			2		
2.4	BURNISHER					
2.4.1	The burnisher shall be industrial, suitable for tile and vinyl flooring.			10		
2.4.2	The burnisher shall have a minimum working width of 520-540mm.			2		
2.4.3	The burnisher shall have the brush made of soft (white) nylon.			2		
2.4.4	The burnisher brush speed shall be a minimum of 1400-1500 rpm.			2		
2.4.5	Rated power shall be a minimum of 1600-1800 watts.			2		
2.4.6	The burnisher shall have the necessary battery charger complete with cable and three pin 15amp plug top.			2		
2.5	POLISHER					

ITEM	REQUEST TO TENDER: CLEANING EQUIPMENT AND HARDWARE (Lot 1)	State Your Offer	Technical Reference/ Index Page Number	Weights: Priority Medium Normal Priority-2	High Items-10; Priority-4; Normal Priority-2	Compliance (YES/NO)
2.5.1	The polisher shall be industrial, suitable for tile and vinyl flooring.			10		
2.5.2	The polisher shall have a brush pad diameter of a minimum of 430-440 mm.			2		
2.5.3	The polisher shall have a solution tank of a minimum of 12-15 litres.			2		
2.5.4	The polisher brush pad speed shall be a minimum of 400-420 rpm.			2		
2.5.5	Rated power shall be a minimum of 1100-1200 watts.			2		
2.5.6	The polisher shall have the necessary battery charger complete with cable and three pin 15amp plug top.			2		
2.6	SCRUBBER - RIDE ON					
2.6.1	The scrubber shall be industrial suitable for tile and vinyl flooring.			10		
2.6.2	The scrubber shall have a minimum speed of 5.0 km per hour and a maximum speed of 8.0 km per hour.			2		
2.6.3	The scrubber shall have a scrubbing width of a minimum of 700-800 mm.			2		
2.6.4	The scrubber shall be supplied with a minimum of 2 nylon brushes.			2		
2.6.5	The scrubber shall have a minimum brush speed of 220-240 rpm.			2		
2.6.6	The performance of the machine shall be capable of 3000-3500m ² per hour.			2		
2.6.7	The scrubber shall come complete with rechargeable batteries and charging unit.			2		

ITEM	REQUEST TO TENDER: CLEANING EQUIPMENT AND HARDWARE (Lot 1)	State Your Offer	Technical Reference/ Index Page Number	Weights: Priority Items-10; Medium Priority-4; Normal Priority-2	High Priority-10; Medium Priority-4; Normal Priority-2	Compliance (YES/NO)
2.3	SCRUBBER - WALK BEHIND					
2.3.1	The scrubber shall be industrial, suitable for tile and vinyl flooring.			10		
2.3.2	The scrubber shall have a forward minimum speed of 5.5 km per hour.			2		
2.3.3	The scrubber shall have a minimum scrubbing width of 650-660 mm.			2		
2.3.4	The scrubber shall be fitted with 2 x 330 nylon brushes.			2		
2.3.5	The scrubber shall operate with a brush speed of 200-220 rpm.			2		
2.3.6	Rated power shall be a minimum of 1400-1500 watts.			2		
2.3.7	The scrubber shall have the necessary battery charger complete with cable and three pin 15amp plug top.			2		
2.4	BURNISHER					
2.4.1	The burnisher shall be industrial, suitable for tile and vinyl flooring.			10		
2.4.2	The burnisher shall have a minimum working width of 520-540mm.			2		
2.4.3	The burnisher shall have the brush made of soft (white) nylon.			2		
2.4.4	The burnisher brush speed shall be a minimum of 1400-1500 rpm.			2		
2.4.5	Rated power shall be a minimum of 1600-1800 watts.			2		
2.4.6	The burnisher shall have the necessary battery charger complete with cable and three pin 15amp plug top.			2		
2.5	POLISHER					

ITEM	REQUEST TO TENDER: CLEANING EQUIPMENT AND HARDWARE (Lot 1)	State Your Offer	Technical Reference/ Index Page Number	Weights: Priority Medium Normal Priority-2	High Items-10; Priority-4; Normal Priority-2	Compliance (YES/NO)
2.6.8	The scrubber shall have the necessary battery charger complete with cable and three pin 15amp plug top.			2		
2.7	TELESCOPIC WINDOW CLEANER – INDUSTRIAL					
2.7.1	The cleaner shall consist of aluminium interlocking poles to a minimum height of 6 metres.			10		
2.7.2	The poles shall be of sections no more than 2 metres in length.			2		
2.7.3	The cleaner shall have a squeegee head with a 30° offset, and a rubber blade of a minimum of 450mm width, which is attached to the top of the pole.			2		
2.7.4	The cleaner shall have an attachment for water to travel to the squeegee head by means of a hosepipe and shall be inclusive of all required fittings.			2		
2.8	POWER REQUIREMENTS (Applies to all electric operated equipment)					
2.8.1	The electrical unit must operate from a 220 - 240 V _{ac} 50Hz power supply.			2		

Notes to bidder: Manufacturer reference document(s) in the form of a brochure/ user manual and or technical manual is/ are to be attached as proof of compliance to specifications. The bidder is to clearly reference compliance to the required specifications using the manufacturer documentation.

ITEM	REQUEST TO TENDER: CLEANING EQUIPMENT AND HARDWARE (Lot 2)	State Your Offer	Technical Reference/ Index Page Number	Weights: Priority Medium Normal Priority-2	High Items-10; Priority-4; Normal Priority-2	Compliance (YES/NO)
3.1	BIN NAPPY DISPOSAL - WHITE					
3.1.1	The bin shall be made of Acrylonitrile Butadiene Styrene (ABS) or appropriate equivalent as used as a standard in the hospital environment.			10		
3.1.2	The bin capacity shall be 25 to 30 litres.			2		
3.1.3	The bin shall have a removable plastic inner basket.			2		
3.1.4	The lid shall have a rubber seal to keep out odours.			2		
3.1.5	The bin shall be pedal operated with a heavy duty powder-coated mild steel mechanism.			2		
3.2	BIN 25L					
3.2.1	The bin shall be made from stainless steel.			10		
3.2.2	The bin shall be round in shape.			2		
3.2.3	The lid of the bin shall be pedal operated with a heavy duty powder-coated mild steel mechanism.			2		
3.2.4	The volume of the bin shall be 25l to 30 litres.			2		
3.2.5	The bin shall have a removable plastic inner basket.			2		
3.3	BIN SANITARY					
3.3.1	The bin shall be longitudinal and rectangular, made of Acrylonitrile Butadiene Styrene (ABS) or appropriate equivalent as used as a standard in the hospital environment. Dimension shall not exceed 400-600mm deep, 500-600mm high, 150-200mm wide.			10		
3.3.2	The bin capacity shall be 20-35 litres.			2		
3.3.3	The lid shall have a rubber seal to keep out odours.			2		

ITEM	REQUEST TO TENDER: CLEANING EQUIPMENT AND HARDWARE (Lot 2)	State Your Offer	Technical Reference/ Index Page Number	Weights: Priority Medium Normal Priority-2	High Items-10; Priority-4; Normal Priority-2	Compliance (YES/NO)
3.3.4	The bin shall be supplied in a variety of colours including with at least one of the following: Cream, White, Grey and Black.			2		
3.4	BIN WHEELIE - 120 Litres					
3.4.1	The bin shall have a capacity of 120 litres.			10		
3.4.2	The bin shall be manufactured from polyethylene.			2		
3.4.3	The lid shall be opened manually.			2		
3.4.4	The bin shall have large rear wheels of a minimum of 200mm diameter for easy manoeuvrability.			2		
3.4.5	The bin shall be supplied in a variety of colours including: Red, White, Yellow, Green and Black.			2		
3.5	BIN WHEELIE - 240 Litres					
3.5.1	The bin shall have a capacity of 240 litres.			10		
3.5.2	The bin shall be manufactured from polyethylene.			2		
3.5.3	The lid shall be opened manually.			2		
3.5.4	The bin shall have large rear wheels of 200mm diameter for easy manoeuvrability.			2		
3.5.5	The bin shall be supplied in a variety of colours including: Red, White, Yellow, Green and Black.			2		
3.6	TOILET BRUSH SET					
3.6.1	The toilet brush set shall consist of a brush and brush holder.			10		
3.6.2	The handle shall have a length of 300mm.			2		
3.6.3	The shaft shall be made from durable plastic.			2		

ITEM	REQUEST TO TENDER: CLEANING EQUIPMENT AND HARDWARE (Lot 2)	State Your Offer	Technical Reference/ Index Page Number	Weights: Priority Medium Normal Priority-2	High Items-10; Priority-4; Normal Priority-2	Compliance (YES/NO)
3.6.4	The brush shall have a diameter of 80mm and height of 100mm.			2		
3.6.5	The bristles shall be made from nylon.			2		
3.6.6	The brush holder shall be made from durable plastic and shall be stable in floor standing position.			2		
3.7	STEP STOOL					
3.7.1	The step stool shall consist of 3 steps, with rubber mats on each step.			10		
3.7.2	The frame shall be manufactured from tubular metal, powder coated colour white or grey or black.			2		
3.7.3	The frame shall be hinged at the top to form an inverted V, with a safety clip to hold the ladder in an open position.			2		
3.7.4	There shall be rubber feet at the end of the legs to prevent slipping.			2		
3.7.5	There shall be a rubber grab handle at the top of the frame.			2		
3.7.6	The steps can be easily folded for storage.			2		
3.7.7	The load capacity of the steps shall be a minimum of 100kgs.			2		
3.8	STEP LADDER					
3.8.1	The ladder shall consist of 6 steps, 75mm wide, with the top step in moulded plastic.			10		
3.8.2	The ladder shall be manufactured from aluminium.			2		
3.8.3	The ladder shall have a maximum safe load capacity of 115kgs.			2		

ITEM	REQUEST TO TENDER: CLEANING EQUIPMENT AND HARDWARE (Lot 2)	State Your Offer	Technical Reference/ Index Page Number	Weights: Priority Medium Normal Priority-2	High Items-10; Priority-4; Normal Priority-2	Compliance (YES/NO)
3.8.4	There shall be rubber feet at the end of legs to prevent slipping.			2		
3.8.5	The steps can be easily folded for storage.			2		

PART 5:
Schedule A

Schedule A
Government Procurement
General Conditions of Contract

Annexure A

NOTES	
The purpose of this document is to:	
(i)	Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii)	To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.	
•	The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
•	Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

- 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.

- 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.

3.1 Unless otherwise indicated in the bidding documents, the purchaser

3. General

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

4.1 The goods supplied shall conform to the standards mentioned in the

4. Standards

bidding documents and Terms of Reference.

5. Use of Contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be 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.

**CONSTITUTION FOR THE CHRIST CHURCH PARISH CHOIR
BASED IN ROSEDALE ROAD, AMALINDA MAIN ROAD**

VISION

1. Christ Church Anglican Choir members are committing themselves in supporting the Parish Rector and its Congregation. Uplift their spirits in music in line with the Anglican tradition.

OBJECTIVE

1. The objective of the choir is to lead and stimulate the congregation in music during worship, which shall include, hymns, Psalms, canticles and Spiritual Songs that express and confess the faith, the teachings and the life Christianity. Preaching the Gospel of God through music.

MOTTO

2. The motto of the choir is to Worship through music.

MEMBERSHIP

3. All persons 18 years of age who have an interest in music, in position of the Christian faith and have been baptized in the name of God: the Father, the Son, and the Holy Spirit is welcomed to be a member of the Christ Church Anglican Church Choir.

The person must be dedicated in the choir, subscribe annually with an amount of R100 that will maintain the needs of the choir. Only the Rector of the parish who is automatically a member of the choir; he must be informed of all developments and decisions of the choir when he couldn't attend the meeting.

The Choir forms part of Christ Church Anglican Parish Communion that is clustered in the East London West Archdeaconry, and operates within the Canons of Anglican Church in the Diocese of Graham's town.

FINANCE

The financial year of the choir shall start from 1st January to 31st December of every Year. All funds of the choir shall be paid to the choir account and be monitored by the Treasurer.

ANNUAL MEETING & SPECIAL MEETINGS

5. The annual meeting (or special meeting) of the Choir shall be held to discuss choir matters, review its performance. Also to re-elected new executive committee after a year of its office leadership.

ACTION OF THE CHOIR MEETING & ELECTION

6. The election of Executive members be conducted at the annual general meeting decided by vote of a majority of the votes counted by the neutral person.

Compiled by: Choir Secretary: _____ Date _____

Reviewed by: Choir Chairperson: _____ Date _____

Approved by Rector of the Parish: _____ Date _____

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of 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 Terms of Reference of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent 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 Terms of Reference) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract Amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties 22.1

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default 23.1

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

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

23.2

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

24. Anti-dumping and countervailing duties and rights 24.1

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
	25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein,
	(a)	the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
	(b)	the purchaser shall pay the supplier any monies due the supplier.
	28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

29. Governing Language 29.1

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

30. Applicable Law 30.1

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

31. Notices 31.1

Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2

The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties 32.1

A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2

A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3

No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.
This certificate must be an original issued by the South African Revenue Services.

Part 5 – Schedule B

CENTRAL SUPPLIER DATABASE (CSD)

IT IS A CONDITION OF BIDDING:-

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

ANNEXURE 1: PRICING SCHEDULE

Spec Ref No	Component	Qty.	Lot 1 items		
			Year 1	Year 2	Year 3
			Unit Price (Including VAT)	Unit Price (Including VAT)	Unit Price (Including VAT)
	REQUEST TO TENDER: CLEANING EQUIPMENT AND HARDWARE (Including all specification lines)				
2.1	Wet dry vacuum cleaner (above floor cleaning)	1			
2.2	Trolley top down cleaning system	1			
2.3	Scrubber - walk behind	1			
2.4	Burnisher	1			
2.5	Polisher	1			
2.6	Scrubber - ride on	1			
2.7	Telescopic window cleaner - industrial	1			
	Standard Accessories (In addition to accessories that are included in the equipment starter pack). A response that states included in any of the below listed items will lead to elimination:				
2.1	Wet dry vacuum cleaner Accessories				
	Wet filter	1			
	Dry filter	1			
	Wet & dry filter	1			
	Floater	1			
2.2	Trolley Top Down Cleaning System Accessories				
	Colour coded cloths: Red, Yellow & Blue	1			
	Wet floor safety signs	1			
	Mop	1			
	Microfiber Cloth suitable for a cleaning mop	1			

Spec Ref No	Component	Qty.	Lot 1 items		
			Year 1	Year 2	Year 3
			Unit Price (Including VAT)	Unit Price (Including VAT)	Unit Price (Including VAT)
2.3	Scrubber, Walk behind Accessories				
	Brush Disc	1			
	Pad Holder	1			
	Scrubber pads	1			
	Buffer pads	1			
	Battery Charger	1			
	Battery	1			
	Splash guard	1			
	Squeegee blades	1			
	20m extension cord complete with metal cable reel stand handle and 2x15amp plug sockets.	1			
2.4	Burnisher Machine accessories:				
	Surface prep pad	1			
	Super polish pad	1			
	20m extension cord complete with metal cable reel stand handle and 2x15amp plug sockets.	1			
2.5	Polisher Machine accessories:				
	Surface prep pad	1			
	Super polish pad	1			
	20m extension cord complete with metal cable reel stand handle and 2x15amp plug sockets.	1			
2.6	Scrubber, Ride on Accessories				
	Brush Disc	1			
	Pad Holder	1			
	Scrubber pads	1			
	Buffer pads	1			

Spec Ref No	Component	Qty.	Lot 1 items		
			Year 1	Year 2	Year 3
			Unit Price (Including VAT)	Unit Price (Including VAT)	Unit Price (Including VAT)
	Battery Charger	1			
	Battery	1			
	Splash guard	1			
	Squeeze blades	1			
	20m extension cord complete with metal cable reel stand handle and 2x15amp plug sockets.	1			
2.7	Telescopic window cleaner Accessories:				
	Squeeze blades	1			
	Nylon brushes	1			
	Soft nylon	1			
	Brush pad	1			
	SUB TOTAL				
	Add 15% VAT				
	TOTAL				

TOTAL PRICE OFFERED, INCLUSIVE OF VALUE ADDED TAX, FOR TENDER NO. SCMU3-22/23-0694-HO

R _____
AMOUNT IN WORDS: _____

Signed by authorised representative of the Tenderer: _____

PLEASE NOTE

The ECDOH reserves the right to award one or more bidders and therefore has no obligation to award to one supplier only.

A bidder shall be considered non-responsive in the event that any item forming part of the cleaning equipment and hardware **LOT 1**, has not been priced on the pricing schedule.

While it is the express intention to procure cleaning equipment and hardware, where individual items are required by the institution, the cleaning equipment and hardware shall be procured in accordance with the unit price quoted on the pricing schedule, from the supplier awarded

ANNEXURE 2: PRICING SCHEDULE

Spec Ref No	Component	Qty.	Lot 2 items		
			Year 1	Year 2	Year 3
			Unit Price (Including VAT)	Unit Price (Including VAT)	Unit Price (Including VAT)
	REQUEST TO TENDER: CLEANING EQUIPMENT AND HARDWARE				
3.1	Bin, Nappy disposal	1			
3.2	Bin, pedal 25L	1			
3.3	Bin, Sanitary	1			
3.4	Bin, Wheelie 120L	1			
3.5	Bin, Wheelie 240L	1			
3.6	Toilet brush set	1			
3.7	Step stool	1			
3.8	Step Ladder	1			
	SUB TOTAL				
	Add 15% VAT				
	TOTAL				

TOTAL PRICE OFFERED, INCLUSIVE OF VALUE ADDED TAX, FOR TENDER NO. SCMU3-22/23-0694-HO

R _____

AMOUNT IN WORDS: _____

Signed by authorised representative of the Tenderer: _____

PLEASE NOTE

The ECDOH reserves the right to award one or more bidders and therefore has no obligation to award to one supplier only. A bidder shall be considered non-responsive in the event that any item forming part of the cleaning equipment and hardware **LOT 2**, has not been priced on the pricing schedule. While it is the express intention to procure cleaning equipment and hardware, where individual items are required by the institution, the cleaning equipment and hardware shall be procured in accordance with the unit price quoted on the pricing schedule, from the supplier awarded the supply of the cleaning equipment and hardware.

Notes to bidder: Manufacturer reference document(s) in the form of a brochure/ user manual and or technical manual is/ are to be attached as proof of compliance to specifications. The bidder is to clearly reference compliance to the required specifications using the manufacturer documenta

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

M. Magula
Department of Health
Global Life Building
Bisho

Tel: 071 978 0415

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

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

- 2.2.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3
ABOVE IS CORRECT.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN
TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON
PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN
MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Part 5 – Schedule E

Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc.:

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

Description of Contract	Period		Contract value	Contact Person	Contact Number
	Start Date	End date			

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

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

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

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

NAME IN CAPITALS

In the presence of :

1.

2.

Part 5 – Schedule F
Organisational Structure
Organization type

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

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

1. NAME _____
ADDRESS : _____
ID NUMBER: _____

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

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

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

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

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

.....
NAME IN CAPITALS

In the presence of :

1.
2.

Part 5 – Schedule G

Organizational structure

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of :

1.
2. 

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

1. Physical address of supplier's office

- 1 Telephone No of office: _____

- 3 Time period for which such office has been used by supplier : _____

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

.....
NAME IN CAPITALS

In the presence of :

1.

2.

Part 5 – Schedule I
Financial Particulars

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

Nature of Service : _____

Name of bidder: _____

Bid Number: _____

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

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

.....
NAME IN CAPITALS

In the presence of:

1.

2.

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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 IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point 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); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser 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 purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20**or****90/10**

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

or

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

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number 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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.