



health

Department:

Health

REPUBLIC OF SOUTH AFRICA

NDoH-18(2021/2022)

**APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION
OF HYGIENE AND CLEANING SERVICES AT THE MEDICAL
BUREAU FOR OCCUPATIONAL DISEASES (MBOD) FOR A
PERIOD OF THREE (03) YEARS.**

BID VALIDITY PERIOD: 120 DAYS

DATE ISSUED: 09 FEBRUARY 2022

CLOSING DATE AND TIME OF THE BID:

10 MARCH 2022 AT 11H00

CUMPULSORY BRIEFFING SESSION /SITE INSPECTION

DATE: 01 MARCH 2022

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF HEALTH.					
BID NUMBER:	NDOH 18/2021-2022	CLOSING DATE:	10/03/2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF HYGIENE AND CLEANING SERVICES AT THE MEDICAL BUREAU FOR OCCUPATIONAL DISEASES (MBOD) FOR A PERIOD OF THREE (03) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
National Department of Health; Dr AB Xuma Building, 1112 Voortrekker Road; Thaba Tshwane; Pretoria.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@health.gov.za		E-MAIL ADDRESS	tenders@health.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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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:



THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

<p>This document must be signed and submitted together with your bid</p>
--

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number NDoH-18 (2021/2022)	10 MARCH 2022 @ 11:00AM
Name of bidder.....	
Postal address	
Signature.....	Name (in print).....
Date.....	

Js475wc

**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 not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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 last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

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.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



health

Department:
Health
REPUBLIC OF SOUTH AFRICA

**PROVISION OF CLEANING AND HYGIENE SERVICES
AT THE MEDICAL BUREAU FOR OCCUPATIONAL DISEASES (MBOD)
144 DE KORTE STREET BRAAMFONTEIN,
JOHANNESBURG, 2001
FOR A PERIOD OF THREE (3) YEARS**

1. BACKGROUND

The Medical Bureau for Occupational Diseases (MBOD) is the Directorate under the National Department of Health (NDoH) and hereby invites suitably qualified service providers to submit proposals for the provision of cleaning and hygiene services at the Braamfontein Office for a period of three (3) years.

2. SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE CONTRACTOR

Total number of employees/occupants	About 200 per day including consultants and clients(patients)
Total Square meters of the entire building	~ 12000 m ²
Ground floor	2252.4 m ² (sqm)
Reception	60.4 m ² (sqm)
1 st floor	2252.4 m ² (sqm)
2 nd floor	1233.4m ² (sqm)
3 rd floor	723.7 m ² (sqm)
4 th floor	50.3 m ² (sqm)
Additional	2000 m ² (sqm)
Parking Basements	6480.0 m ² (sqm)
Surrounding area pavement in an outside the building (driveways/front parking) Parameters	214.0 m ² (sqm)

Passages	All office passages
Number of toilets	22
Number of urinals	29
Number of seats	39
Number hand washing basins in toilets	40
Boardrooms	1
Doctors Committee rooms	3
Lecture hall	1
Kitchenette's areas	6
Canteen and Patio	1
Medical section consulting rooms: X-ray Department and reception Lung function Department and reception Nursing station Consulting rooms	1 1 1 3
Storage Rooms	9
Enquiries Client/Patients waiting area	1
Security areas (including main entrance)	3
Under cover parking	3 levels

2.1. CLEANING AND HYGIENE SERVICE SUMMARY

Floors	Underground area	Kitchenettes	Female Ablution		Male Ablution	
			Toilet	Basins	Toilets	Basins
4	3 floors	6	10	24	12	17
			16		23	
					29	
					1	

3. REQUIREMENTS FOR BATHROOMS/TOILETS

Bidders should indicate **Yes** or **No** next to each requirement and **Bidders who fail to complete all the requirements, will be disqualified.**

DESCRIPTION	Y	N
3.1. SANITARY BINS		
3.1.1. The container must be of such a nature that when it is used, the contents thereof are invisible		
3.1.2. The container must be provided with an antiseptic liquid/powder to ensure that all germs are killed and to prevent bad odour.		
3.1.3. With every service of the container, new liquid/powder to be provided and where plastic bags are used, it must be supplied by the supplier, and must also be included in the price.		
3.1.4. Liquid/powder used in the container must be SABS approved		
3.1.5. The container must be vandalism proof		
3.1.6. Containers must where necessary be supplied with removable type of bags		
3.1.7 The service provider must indicate the method and frequency for the thorough cleaning and disinfection of the containers		
3.1.8 When the containers are removed from the premises for thorough cleaning and treatment for disinfection, these must be replaced with temporary containers of the same product, size and quality at no extra cost to the department		
3.1.9. The service provider must indicate whether a deodorizer is placed in the container and if disposable plastic bags will cater for the necessary precautions and hygienic purposes		
3.10. Every container must be provided with a fastening mechanism to prevent unauthorized removal thereof, but the mechanism must be in such a nature that the container could, if necessary be easily removed for cleaning purposes.		
3.2. SANITIZER DRIP-FEED SYSTEM ON EACH URINALS AND CISTERN IN THE BUILDING		
3.2.1. The system must be able to release the chemical fluid every 90 seconds		
3.2.2. The fluid must be fragrant and not harmful to the user		
3.2.3. It must not leave any stains after use		
3.3. FOAM/GEL SEAT SANITIZERS FOR EACH TOILET IN THE BUILDING		
3.3.1. The chemical used in the seat wipes must be anti-bacterial for		

sterilization purposes		
3.3.2. It must be effective in eliminating cross-contamination		
3.3.3. Containers must be vandalism-proof		
3.3.4. Containers must be mounted in such a way that it cannot be removed by unauthorized persons.		
3.3.5. The product must be serviced by the Supplier and must indicate the frequency (weekly, monthly etc.)		
3.4. AIR FRESHENERS FOR EACH TOILET IN THE BUILDING		
3.4.1. Air fresheners containers must be mounted and not be easily removable by unauthorized person		
3.4.2. It must be user friendly and be easily monitored		
3.4.3. Super fine odour and neutralizing fragrance must be used		
3.4.4. It must give warning sign on low batteries and refilling		
3.5 HAND SOAP DISPENSERS		
3.5.1. The soap dispensers must look like bathroom equipment		
3.6. TOILET ROLL HOLDER		
3.6.1. Toilet roll holder must be in a lockable stainless steel, three toilet roll dispensers		
3.7. REFUSE BAGS		
3.7.1. Toilet dustbins must be provided		

4. PROVISIONING OF CLEANING MATERIAL AND CONSUMABLES

PLEASE NOTE: The successful bidder should provide all cleaning material and consumables; and this must be included in the final bid price.

4.1 Consumables

The service provider must ensure that all cleaning materials are SABS approved and environmentally friendly. All cleaning equipment, such as industrial vacuum cleaners; window cleaning equipment, industrial auto scrubbers and sweepers etc. must be of an acceptable standard to ensure that no damage is caused to carpets, tiles, windows, furniture etc. when used by the contractor in task execution.

4.2 List of Consumables

The following cleaning material and equipment must be included in the total tender price.

No.	Description	Quantity Per Month
1	Floor polish for Vinyl, wooden tiles etc 5 L	4
2.	Deodorizing blocks for sanitizing urinals	58
3.	Bleach – 5 Litres	3
4	Dishwashing Liquid – 5 Litres	1
5	Furniture Polish – 300ml spray can	10
6	Ammonia based or equivalent cleaning liquid– 5 Litres	3
7	Toilet seat sanitizer – supply good quality product and ensure that stock is always available. 400ml sachet	39 sachets
8	Automated Toilet Air freshener 250ml Spray	22
9	Glass or Mirror cleaning material Progen or equivalent – 2 Litres	2
10	Hand Gloves – latex disposable and kitchen use, supply good quality	24
11	Surface sanitiser, disinfectant cleaner freshener, 3 in 1 Multi -Guard or equivalent 70% alcohol - 5 Litres	3
12	Clear Refuse plastic bags (Large) – quantity 20 in a pack	5 packs
13	Clear Bin liners plastic bags for office bins (small) - quality 20 in a pack	5 packs
14	Brooms with dustpans – supply good quality	10
15	Pro Cleaning Mops or equivalent for tiled floors and Tiles – supply good quality	10
16	Full cleaning trolley (Janitorial trolley)	10
17	Masks – supply good quality	40
18	Toilet bowl cleaners – supply good quality 5 Litres	5

No.	Description	Quantity Per Month
19	Dusters/twister dusters or equivalent	10
20	Sanitary (SHE) pack plastics (20 bags per box)	5 boxes
21	Sanitary (SHE) bin plastic/refuse bags (20 per box)	6`
22	Anti-bacterial Hand liquid soap	42

4.3 The following equipment must be included in the total tender price:

Item
Industrial auto scrubbers & sweepers (required for deep cleaning)
Industrial wet & dry vacuum cleaners
Toilet Sanitizer dispensers
Air freshener dispensers
Hand paper towel dispensers
Toilet dust bins
Hand soap dispensers
Sanitary (SHE) Bins
Sanitary (SHE) pack dispensers
Foam/gel seat sanitizer
Sanitizer drip feed system

4.4 The bidder will be responsible for the maintenance of hand towel dispensers, toilet roll holders, soap dispensers and air freshener dispensers at its own cost – broken or damaged dispensers must be replaced by the bidder.

4.5 The bidder will also be responsible for the replenishment of the toilet rolls and hand towels in the bathrooms, which will be supplied by MBOD.

4.6 ACTIVITIES /DUTIES (BIDDERS MUST COMPLY WITH ALL ACTIVITIES)
Cleaning and maintenance of the offices

The bidder shall provide the cleaning and maintenance services in accordance with the frequency outlined in the table below, on a daily basis before 07:00 and as required:

No	Task	Frequency
Floors		
1	Sweep Vinyl, wooden and ceramic tiles, etc. using duster and damp mop	Daily
2	Clean and disinfect the floors with mop	Daily
3	Machine buff	Monthly
4	Scrub	Monthly
5.	Polish floor	Monthly
Carpets/blinds/curtains		
6	Vacuum cleaning of all carpeted areas	Once a week
7	Wash curtains	Six monthly
8	Washing of carpets	Quarterly
9	Cleaning of all office blinds	Annually
Dusting /Disinfecting		
10	Dust and disinfect all horizontal surfaces (low level)	Daily
11	Dust and disinfect all tables/desks	Daily
12	Dust and disinfect all high ledges and fittings with twister dusters	Weekly
13	Dust and disinfect all vertical surfaces (walls, cabinets, etc.)	Weekly
14	Dust all window ledges (high and low)	Daily
15	Dust and disinfect Telephone sets (all)	Daily
16	Dust wooden skirting	Weekly
17	Dust fire hydrant	Monthly
18	Disinfect counter tops	Daily
19	Dust of bookshelves in offices /filing areas	Weekly
20	Disinfect lock ledges, door panels and baseboards	Daily
Waste Disposal:		
21	Empty and clean all waste baskets and bins	Daily
22	Remove stains and disinfect all waste baskets and bins	Weekly
23	Clean and disinfect the waste area	Weekly
24	Prepare municipality waste bins for pick up	Weekly on specific collection day
Walls and Paint work		
25	Spot-clean all low surfaces (finger marks, etc.)	Daily
26	Glass walls/panels, doors, and light switches	Daily
27	Spot clean tiled walls	Daily

No	Task	Frequency
Glass and Metal work		
28	Clean and polish all bright metal fittings	Weekly
29	Clean all glass partitioning/panels and doors	Weekly
Bathrooms		
30	Empty and clean all waste receptacles	Daily
31	Clean and sanitize all bowls, basins and urinals	Daily
32	Clean all mirrors	Daily
33	Clean all metal fittings	Daily
34	Spot-clean walls, wipe wall tiles, doors, and partitions	Weekly
35	Replenishing of soap/lotion dispensers, toilet roll dispensers and paper towel containers	Daily /when necessary
36	Fill air-freshener dispenser	As necessary
37	Damp mop floors	Daily
38	Clean all toilet floors with disinfectant	Daily
39	Disinfect urinals and toilets	Daily
40	Empty, clean and disinfect sanitary bins	Daily
41	Empty and wash dustbins	Daily
Window Cleaning		
42	Clean the interior of all windows	Quarterly
Vehicle parking		
43	Maintaining and deep cleaning of vehicle parking areas	Quarterly
44	Sweeping the underground driveway and remove weeds	Weekly
General: Ground Levels		
45	Polish all wooden furniture	Monthly
46	Vacuum cloth covered couches and chairs	Weekly
47	Clean directory boards	Monthly
48	Clean all rest rooms and kitchenette areas	Daily
49	Clean all safe rooms and storerooms	Quarterly
50	Service times (Work plan to be submitted)	Daily
51	Dusting only of all computer equipment	Daily
52	Sorting of recycling material (all cleaners)	Daily
53	Always keep the recycling area neat and clean	Daily
54	Deep Cleaning of the entire building	Quarterly

No	Task	Frequency
55	Bathroom Deep Cleaning	Monthly
56	Sweep, disinfect and mopping of the stairs, rails, and pillars	Daily
57	Clean fridge and microwaves in and out	Daily
58	Clean and disinfect elevators door track inside out, including floors as well as the elevator mirrors Wipe elevator handles Disinfect, mop and sweep elevators	Daily
59	Wipe and clean all basins in offices	Daily
No	Perimeter	
60	Clean all patios and surroundings of the building	Weekly
61	Water plants around the patio	Weekly
62	Clean the entrance carpet/mat, steps, and front pavement, and remove weeds	Daily
63	Sweep the pavement and surrounding areas	Weekly, e.g., Disposing of garbage on sidewalks
64	Wash (hose down) basements and inside areas surrounding the building	Monthly
65	Sweep and remove waste material on basements and roof tops	Yearly

5. PRICING SCHEDULE

Refer to annexure A

The pricing must strictly be quoted in accordance with table below and must be inclusive of VAT.

The following numbers of resources are required:

CATEGORY	QUANTITY	HOURLY RATE
Full-time Supervisor	1	
General Cleaners	9	
TOTAL	10	

Item description	Quantity per month	Price including VAT per month	Price including VAT over 36 months
(A) Consumables			
1	Anti-bacterial Hand liquid soap	42 sachets	
2	Bleach	3 x 5L	
3	Dishwashing liquid	1 x 5L	
4	Furniture polish 30mls spray	10 per month	
5	Ammonia based or equivalent cleaning liquid	1 x 5L per month	
6	Glass or Mirror cleaning materials Progen or equivalent	2 x 2L	
7	Hand gloves	24	
8	Surface sanitizer, disinfectant cleaner freshener 3 in 1 – Multi Guard or equivalent 70% alcohol	3x 5 L	
9	Clear plastic/refuse bags (Large) 20 per pack	5 packs	
10	She bins plastic bags (Small) 20 per pack	5 packs	
11	Broom with dustpan	10	
12	Pro Cleaning Mops or equivalent for Vinyl wooden tiles etc	10	
13	Full cleaning trolley (Janitorial trolley)	10	
14	Industrial auto scrubbers & sweepers	2 machines	
15	Dusters/twister dusters or equivalent	5	
16	SHE bins plastic/refuse bags liners 20 bags per box	5	
17	Sanitizer Drip feed system	39	
18	Seat wipe dispenser	39	
19	Clear bin liners plastic bag small 20 in a pack for toilets bins	5 pks	

Item description		Quantity per month	Price including VAT per month	Price including VAT over 36 months
20	Foam/Gel seat sanitizer each toilet	39 sachets		

Total			R	R
(B)	Once-off installation of hygiene equipment (NB. These should remain the property of NDOH at the end of contract)			
1	Sanitary She-Bin (foot operated)	16		
2	Air freshener Dispensers	22		
3	Foam/Gel seat sanitizer dispenser	39		
4	Hand liquid soap Dispensers	22		
5.	Lockable hand towel Dispenser	22		
6.	Sanitizer Drip feed system	39		
Total			R	R
	Hygiene Services (Monthly Services)			
(C)	SHE-Bin (Cleaning everyday)			
1	Air fresheners			
2	Hand liquid soaps			
4	Seat wipe dispenser			
5	Foam/Gel seat sanitizer			
6				
Total			R	R
(D)	Human Resources requirements			
1	Human Resources (Cleaners)	10		
Total	R		R	R
(E)	General Cleaning inclusive of consumables			
1	Cleaning entrances at all 3 parking levels, removing weeds	Weekly		
2	Quarterly carpet deep cleaning	Quarterly		
3	Staircases and surrounding areas	Weekly		
4	Offices, canteen, passages, boardrooms, patios, and kitchens	Weekly		
5	Bathroom	Daily		
6	Lifts and lobbies	Daily		
7	Reception areas	Daily		
8	Vehicle parking deep cleaning	Quarterly		
9	Cleaning storerooms	Quarterly		
10	Cleaning all basements, roof top	Yearly		
Total			R	R
	Total tender price for per month			-
	Total tender price over 36 months			

6. REQUIREMENTS OF THIS BID

The NDoH (MBOD) will consider BIDS from a single firm and/or multiple firms in joint ventures/ consortiums/ subcontracting arrangements working as a team through the lead of the service provider, all bidders must comply with the requirements documents as well as submit all required documents referred below.

- 6.1. Company and staff are mandated to have demonstrated knowledge of scope of work determined in this bid.
- 6.2. Company profile must be attached to the bid document, which includes details of bidder's directors/owners (Full name, surname and ID or passport number).
- 6.3. The service provider must ensure that all staff placed on-site undergo security screening and provide clearance certificate.
- 6.4. The service provider must have the necessary equipment to provide the cleaning and hygiene services in accordance with the standard relevant to the industry.
- 6.5. The NDOH: MBOD reserves the right to conduct a site inspection on their current work. A bidder who scores the highest points for functionality thresholds may be subjected to a compulsory site inspection.
- 6.6. Adherence to the sectorial determination.
- 6.7. The Department of Health (MBOD) reserves the right to award this contract to one or multiple bidders/ service providers who qualify according to the relevant requirements.
- 6.8. Bidders need to initialise each page of the bid documents on the bottom right corner.

7. BRIEFING SESSION AND SITE INSPECTION REQUIREMENTS

There will be a COMPULSORY briefing session and COMPULSORY site inspection for this bid to be held as follows:

Date:

Time: 10:00 AM

Venue: MBOD Building 144 De Korte Street Braamfontein, Johannesburg

Any clarity seeking questions should be sent by email to tenders@health.gov.za
 The closing date for receipt of all enquiries is five (5) days before closing date of the BID. All enquiries received after the closing date will not be considered.

If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NDoH: MBOD (other than minor clerical matters), the bidder must promptly notify in writing of such discrepancy, ambiguity, error, or inconsistency to afford the NDoH: MBOD an opportunity to consider corrective action if necessary.

The closing date and time for the submission of proposals:

Bids received after closing date and time at the MBOD building will not be accepted for consideration and where practicable, be returned unopened to the bidder.

8. DURATION OF THE PROJECT

OUTPUT	PERIOD
Provisioning of cleaning and hygiene services to the National Department of Health: MBOD building in Braamfontein (with CCOD)	Thirty-six (36) Months

9. MANDATORY REQUIREMENTS

NB: Failure to submit/attach proof of the following requirements will lead to disqualification of the bidder’s proposal

Mandatory requirements	Substantiating evidence for compliance
Valid letter for tender purposes or letter of good standing for Compensation for Occupational Injuries Disease Act (COIDA) 1993	Valid letter for tender purposes for COIDA obtained from the Department of Employment and Labour indicating the following: <ul style="list-style-type: none"> ➤ Date the letter was issued; ➤ Applicable tender number; ➤ Name of the Bidder; and ➤ Stamp/ Signature of the Compensation Commissioner/ Department of Employment and Labour that is no older than twelve (12) months.

Mandatory requirements	Substantiating evidence for compliance
	<p>OR</p> <p>Valid letter of good standing for COIDA obtained from the Department of Employment and Labour indicating the following:</p> <ul style="list-style-type: none"> ➤ Name of the Bidder; ➤ Nature/scope of Business; ➤ Date of Expiry; ➤ Stamp/ Signature of the Compensation Commissioner/ Department of Employment and Labour that is not older than twelve (12) months.
<p>Existing cover or letter of intent/ quotation for Public Liability insurance policy, for a minimum cover of R 1 million.</p>	<p>Existing cover for Public Liability insurance policy from a reputable insurance company indicating the following:</p> <ul style="list-style-type: none"> ➤ Name of the Insurance Company; ➤ Name of the Bidder; ➤ Policy Number; ➤ Type of Insurance/ Cover; <p>Insurance/ Cover Amount (NB: Minimum Insurance/ Cover Amount of R 1 million OR Letter of intent/ quotation for Public Liability Insurance from a registered insurer indicating the following:</p> <ul style="list-style-type: none"> ➤ Name of the Insurance Company; ➤ Name of the Bidder; ➤ Type of Insurance/ Cover; ➤ Insurance/ Cover Amount (NB: Minimum Insurance/ Cover Amount of R 1 million.
<p>Valid letter for tender purposes or certificate of compliance for Unemployment Insurance Fund (UIF)</p>	<p>Valid letter for tender purposes for UIF obtained from the Department of Employment and Labour indicating the following:</p> <ul style="list-style-type: none"> ➤ Name of the Bidder; ➤ Date the letter was issued; ➤ Validity Period; ➤ Stamp/ Signature of the Unemployment Insurance Commissioner/ Department of Employment and Labour not older than twelve (12) months.

Mandatory requirements	Substantiating evidence for compliance
	<p>OR</p> <p>Valid certificate of compliance for UIF obtained from the Department of Employment and Labour indicating the following:</p> <ul style="list-style-type: none"> ➤ Date the certificate was issued; ➤ Validity Date; ➤ Name of Bidder; ➤ Stamp/ Signature of the Unemployment Insurance Commissioner/ Department of Employment and Labour not older than twelve (12) months.
<p>The Bidder is required to be registered on the Central Supplier Database (CSD) prior submitting the Bid. Where Consortia / Joint Ventures / Subcontractors are involved, each party must be registered on the Central Supplier Database prior submitting the Bid</p>	<p>Provide a copy of CSD Registration Summary Report or the CSD Registration Number on SBD 1 Form.</p> <p>It is the responsibility of the service provider(s) to ensure that their CSD status is active at all times.</p>
<p>It is a condition of this Bid that the tax status of the Bidder must be Compliant at any point in time from the closing date of the Bid. The tax status will be verified on Central Supplier Database and SARS eFiling Systems.</p> <p>Where Consortia / Joint Ventures / Sub-contractors are involved, the tax status of each party must also be Compliant at any point in time from the closing date of the Bid.</p>	<p>Provide a Tax Compliant Status Pin issued to the Bidder and Consortia / Joint Venture / Sub-contractor partners (if applicable) by the South African Revenue Service or Tax Compliant Status Pin on the SBD 1 Form.</p>
<p>Bidders must indicate cleaners' wages in the Pricing Schedule (SBD 3.3).</p> <p>NB: The wages of the cleaners should not be less than the minimum wage rate as prescribed by the Department of Employment and Labour Sectorial Determination 1: Contract Cleaning Sector, South Africa. Only the wage increment adjustments will be accepted based on a Sectorial Wage</p>	<p>Two envelope systems to be applied.</p> <p>Prospective must submit two (2) sealed separate envelopes one for technical proposals and the other for pricing proposal. Failure to adhere to this requirement will result in the disqualification of the bid.</p> <p>Provide duly completed and signed Pricing Schedule (SBD 3.3). The wages must include mandatory benefits (Basic Condition of Employment for</p>

Mandatory requirements	Substantiating evidence for compliance
Determination Formula	Contract Cleaning Sector).
The Bidder must be either an Exempted Micro Enterprise (EME) or Qualifying Small Business Enterprise (QSE).	Provide a valid copy of a sworn affidavit of your B-BBEE Qualifying Small Enterprise (QSE) or Exempted Micro Enterprise (EME) OR A valid B-BBEE certificate issued by an Agency accredited by SANAS or CIPC.
Compulsory Briefing Session	Attendance of compulsory Briefing Session and site inspection as follows: Date: 01 March 2022 Time: 11:00AM Venue: <u>MEDICAL BUREAU FOR OCCUPATIONAL DISEASES (MBOD) 144 DE KORTE STREET, BRAAMFONTEIN, JOHANNESBURG 2001</u>
Resolution for a representative of the bidder to sign and submit the bid proposal.	The resolution letter should be in the letterhead of the company/ bidder where applicable.
Proof of registration with Cleaner Association.	Proof of registration with the relevant association

10. EVALUATION CRITERIA

This bid will be evaluated in four (4) Phases as indicated hereunder:

Phase 1: Testing compliance to the eligibility criteria (mandatory requirements) mentioned on the preceding paragraph.

Phase 2: Bidders with satisfied mandatory requirements will be assessed against the technical evaluation criteria as indicated below. The service provider must achieve a minimum of 60 points to proceed to the next Phase of the evaluation, bids that fail to achieve the minimum required points will be disqualified consequently not be considered for further evaluation;

Phase 3: In this Phase bids will be evaluated on Price and Preference points system (B-BBEE).

It is the responsibility of each bidder to ensure that all applicable taxes are included in the offer. Bidders must ensure that they factor in VAT for offers above R1 million as it is a compulsory requirement of the VAT Administration Act. If an entity is not registered as a VAT vendor, the entity is expected to register for VAT within 21 days of being awarded a contract and produce such proof of registration to the employer.

As a rule, the NDoH (MBOD) is not responsible for making any payments towards VAT on bidders that were awarded contracts without the inclusion thereof at the time of the bid closure.

11. BBEE

Preferential points (Points will be allocated according to **B-BBEE** Rating) NB: Points will be allocated to all those who submit their valid original or certified copy of **B-BBEE** certificate/ sworn affidavit. In case of joint venture, consortium, or partnerships: the consolidated valid BBEE certificate or certified copy.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

12. TECHNICAL EVALUATION CRITERIA

The Preferential Procurement Policy Framework Act, Act Number 5 of 2000 (PPPFA) and 2017 regulations will apply as guiding framework in determining which proposal will provide the greatest value to the NDoH (MBOD). The tender will be evaluated on the 80/20 preference point system.

The bid evaluation committee will assess the extent to which proposals submitted in response to this term of reference meet the evaluation criteria below. Functionality will be evaluated individually by Members of the Bid Evaluation Committee (BEC) in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criterion range from: **0 = No response, 1 = Poor, 2 = Average, 3 = Good, 4 = Very Good and 5 = Excellent**

SCORE	CLASSIFICATION
0	No response (complete non-compliance)
1	Poor, significantly below requirements
2	Average, below requirements

SCORE	CLASSIFICATION
3	Good, meets requirements
4	Very Good, meets requirements
5	Excellent, significantly above requirements

The Bidder must achieve a minimum of 60 points to be considered for the next Phase of Evaluation. Any service provider that fails to meet the above thresholds will be disqualified automatically.

	Criteria	Sub-criteria	Weight of criterion														
1	METHODOLOGY: Extent to which the proposal meets the criteria detailed in the scope of work.	Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regards to solving problems which may arise during the execution of the contract i.e., contingency plan and COVID-19 Mitigation Plan.	30														
		<table border="1"> <thead> <tr> <th>Methodology</th> <th>Indicator</th> </tr> </thead> <tbody> <tr> <td>Appropriate methodology that addresses the entire scope of work and proposes outstanding value-added activities.</td> <td>5</td> </tr> <tr> <td>Appropriate methodology that addresses the scope of work and proposes value added activities.</td> <td>4</td> </tr> <tr> <td>Appropriate methodology that addresses the entire scope of work.</td> <td>3</td> </tr> <tr> <td>Appropriate methodology that only addresses part of the scope of work.</td> <td>2</td> </tr> <tr> <td>Irrelevant methodology that does not address the scope of work at all.</td> <td>1</td> </tr> <tr> <td>No technical proposal submitted.</td> <td>0</td> </tr> </tbody> </table>	Methodology	Indicator	Appropriate methodology that addresses the entire scope of work and proposes outstanding value-added activities.	5	Appropriate methodology that addresses the scope of work and proposes value added activities.	4	Appropriate methodology that addresses the entire scope of work.	3	Appropriate methodology that only addresses part of the scope of work.	2	Irrelevant methodology that does not address the scope of work at all.	1	No technical proposal submitted.	0	
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Appropriate methodology that only addresses part of the scope of work.	2																
Irrelevant methodology that does not address the scope of work at all.	1																
No technical proposal submitted.	0																
2	Expertise and Experience of proposed personnel:	Demonstrate the company/agency's ability and experience in executing the required services. The company/agency must have a team of resource with extensive experience in the	30														

	Criteria	Sub-criteria	Weight of criterion								
	Demonstration of sufficient capability with the necessary education, training, technical knowledge, and experience for their assigned functions.	<p>cleaning and hygiene services. Attach a curriculum vitae (CV) for each lead team member (One (1) Manager and one (1) supervisors) which must include clearly reflected experience and number of years managing activities detailed in the scope of work or similar:</p> <p>5= team member (s) who has managed similar projects in the last 5 years with 9-10 or more years of experience. - (score 5)</p> <p>4= team member (s) who has managed similar projects in the last 5 years with 7-8 less years of experience. - (score 4)</p> <p>3= team member (s) who has managed similar projects in the last 5 years with 5-6 or less years of experience. - (score 3)</p> <p>2= team member (s) who has managed similar projects in the last 5 years with 3-4 or less years of experience. - (score 2)</p> <p>1= team member (s) who has managed similar projects in the last 5 years with 1-2 or less year of experience. - (score 1)</p> <p>0= team member (s) who has managed similar projects in the last 3 years with 0 years of experience. (score- 0)</p>									
3	<p>Track record and experience of the bidder:</p> <p>Ability to demonstrate successfully and or performed similar work to the terms of reference.</p>	<p>Company experience in cleaning and hygiene services (three reference letters/ testimonials from clients that the company is managing or managed previously must be attached. The letter must strictly be from the clients and must contain address of the premises) contact details and signed</p> <p>NB: The content of the reference letters/testimonials must indicate the type of services rendered, period and value of the project.</p> <table border="1"> <thead> <tr> <th>Company experience</th> <th>Indicator</th> </tr> </thead> <tbody> <tr> <td>5 years or more</td> <td>5</td> </tr> <tr> <td>4 years</td> <td>4</td> </tr> <tr> <td>3 years</td> <td>3</td> </tr> </tbody> </table>	Company experience	Indicator	5 years or more	5	4 years	4	3 years	3	40
Company experience	Indicator										
5 years or more	5										
4 years	4										
3 years	3										

	Criteria	Sub-criteria		Weight of criterion
		2 years	2	
		1 less than a year	1	
		No proof of reference letters or experience	0	

13. SUPPLIER DUE DILIGENCE

The NDOH: MBOD reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

The Department of Health (MBOD) reserves the right to reject any product/ service that is not compliant with the specifications and any other legislative framework related to the products/ items.

The Department of Health (MBOD) reserves the right to terminate the contract at any stage if there is a substantive proof of inefficiency in the delivery of the services.



*NATIONAL DEPARTMENT OF HEALTH

SUPPLIER MAINTENANCE:

BAS PMIS LOGIS WCS CONTRACTOR
CONSULTANT

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

OFFICE:

The Director General : I*NAME OF DEPARTMENT

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibiliy for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details

Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____

Address Detail

Payment Address (Compulsory if Supplier)	_____

Postal Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

New Detail

New Supplier information Update Supplier information

Supplier Type: Individual Department Partnership
 Company Trust
 CC Other (Specify) _____

60 of 61

Department Number

Supplier Account Details

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

Account Name	<input type="text"/>
--------------	----------------------

Account Number	<input type="text"/>
----------------	----------------------

Branch Name	<input type="text"/>
-------------	----------------------

Branch Number	<input type="text"/>
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Account Type	<input type="checkbox"/> Cheque Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Transmission Account <input type="checkbox"/> Bond Account <input type="checkbox"/> Other (Please Specify) <input type="text"/>
--------------	---

ID Number	<input type="text"/>
-----------	----------------------

Passport Number	<input type="text"/>
-----------------	----------------------

Company Registration Number	<input type="text"/>
-----------------------------	----------------------

*CC Registration	<input type="text"/>
------------------	----------------------

***Please include CC/CK where applicable**

Practise Number	<input type="text"/>
-----------------	----------------------

<p>Bank stamp</p> <p>It is hereby confirmed that this details have been verified against the following screens</p> <p>ABSA-CIF screen</p> <p>FNB-Hogans system on the CIS4</p> <p>STD Bank-Look-up-screen</p> <p>Nedbank- Banking Platform under the Client Details Tab</p>
--

Contact Details

Business	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------	----------------------	----------------------	----------------------

Area Code	Telephone Number	Extension
-----------	------------------	-----------

Home	<input type="text"/>	<input type="text"/>
------	----------------------	----------------------

Area Code	Telephone Number	Extension
-----------	------------------	-----------

Fax	<input type="text"/>	<input type="text"/>
-----	----------------------	----------------------

Area Code	Fax Number
-----------	------------

Cell	<input type="text"/>	<input type="text"/>
------	----------------------	----------------------

Cell Code	Cell Number
-----------	-------------

Email Address	<input type="text"/>
---------------	----------------------

Contact Person:	<input type="text"/>
-----------------	----------------------

Supplier Signature	Regional Office Sender
Print Name	Print Name
	Rank
61 / 61 /	/ / /

PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:

Date (dd/mm/yyyy) Date (dd/mm/yyyy)

NB: All relevant fields must be completed