

**PART A
INVITATION TO BID**

SBD.1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU3-P21/22-0591-PED	CLOSING DATE:	14 JUNE 2021	CLOSING TIME:	11h00
DESCRIPTION	PROVISION OF PEST CONTROL SERVICES AT PE PHARMACEUTICAL DEPOT FOR A PERIOD OF THIRTY-SIX (36 MONTHS)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
P.E. Pharmaceutical Depot, Department Of Health, 1004 Struanway Road, Struandale, Port Elizabeth, 6000, Ground Floor Tender Box					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR. M.L. MSAKATYA		CONTACT PERSON	MR. D. MARTIN	
TELEPHONE NUMBER	041 406 9800/9848		TELEPHONE NUMBER	041 406 9800	
FACSIMILE NUMBER	041 452 3647		FACSIMILE NUMBER		
E-MAIL ADDRESS	mzwabantu.msakatya@echealth.gov.za		E-MAIL ADDRESS	deon.martin@echealth.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

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

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]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 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 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:

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DEFINITIONS

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

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

DOH	means the Eastern Cape Department of Health.
Invitation to bid	means this invitation to bid comprising The cover page, the table of content and definitions Part 1 which details the Conditions of Bid; Part 2 which details the Conditions of Contract and Operational Requirements; Part 3 which details the bid strategy Part 4 which details the Specifications relating to the Technology / Services Part 5 which contains all the requisite bid forms and certificates; <i>As read with GCC – General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

PART 1
Conditions of Bid

BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

2. OFFER AND SPECIAL CONDITIONS

- 2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as Part 5) with its bid. Bidders must take careful note of the special conditions.
- 2.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**
- 2.3 **It is a requirement that Tax Status must be compliant before the Bid can be awarded.**

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

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

4. ENQUIRIES

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

5. BID BRIEFING/SESSION

The briefing session will NOT be conducted, due to Covid-19 precautionary measures.

6. TAX AND BEEE STATUS

The bidder should submit a proof of registration in the (CSD) Central Supplier Database together with the bid documentation. Bidder must take specific note of the conditions stipulated in SBD 2. Tax clearance certificate and B-BBEE certificate must be renewable every 12 months for verification through Central Supplier Database.

7. PRICING

- 7.1 The bidder(s) must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid documents.
- 7.2 Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.
- 7.3 All prices submitted must be firm. "Firm prices are deemed to be fixed prices, which are only subject to the following statutory changes; namely Vat and any levy related to customs and excise. Quantities are given in good faith and without commitment to the PE Pharmaceutical Depot. The Depot reserves the right to increase or reduce the quantity to be in line with set threshold for quotations prescribed in the (SCM) Supply Chain Management Delegations.
- 7.4 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C.

8. DECLARATION OF INTEREST

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

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

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

10. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached as Part 5 – Schedule F.

11. PARTNERSHIPS AND LEGAL ENTITIES

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

12. CONSORTIUM / JOINT VENTURE

- 12.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 12.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-
- 12.2.1 It shall be signed so as to be legally binding on all consortium members;

- 12.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 12.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the DOH and receive instructions for and on behalf of any and all the members of the consortium;
- 12.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.
- 12.2.5 Each party to the Consortium must submit a consolidated BBBEE Status Level Verification certificate for every separate bid.
- 12.2.6 Each party to the Consortium must submit a separate **COIDA** valid letter of good standing and valid **UIF** letter of good standing.
- 12.2.7 Each party to the Consortium must submit valid Tax Status verified through its CSD Report.

13. ORGANISATIONAL PRINCIPLES

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

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

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

15. FINANCIAL PARTICULARS

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

16. PREFERENCE POINTS CLAIM FORMS

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

17. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of 90 calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

18. ACCEPTANCE OF BIDS

The DOH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Department.

19. NO RIGHTS OR CLAIMS

19.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the DOH. The DOH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

19.2 The DOH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

20. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

20.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the DOH.

20.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

21. ACCURACY OF INFORMATION

21.1 The information contained in the invitation to bid has been prepared in good faith. The DOH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

21.1.1 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

22. **COMPETITION**

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

23. **RESERVATION OF RIGHTS**

- 23.1 Without limitation to any other rights of the DOH (whether otherwise reserved in this invitation to bid or under law), the DOH expressly reserves the right to:-
- 23.1.1 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 23.1.2 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 23.1.3 Reject all responses submitted by bidders and to embark on a new bid process.
- 23.1.4 Cancel the bid if all bids received are above R500, 000.
- 23.1.5 Award the bid to one or more than one service provider.
- 23.2 The total number of Pest Control services required for the bid are subject to change subject to limitations of the SCM Delegations or threshold.
- 23.3 It is recommended that the successful bidder employ service staff that are within the sub-district.
- 23.4 The letter of agreement from the manufacturer must be attached and signed by both parties in respect of the uniform and the equipment.

24.SPECIAL CONDITIONS

- 24.1 The department will require verifying registration status of the entity (Accredited Qualification Certificates); in that regard the bidders must consent to the department to request the information as per attached form Annexure – Part 5 Schedule F.
- 24.2 Previous performance of the bidder will be considered in the evaluation of the bid.
- 24.3 **Financial standing of the bidder will be considered and bidders are required to submit documentary proof to demonstrate financial stability in the form of-**
 - 24.3.1 Latest audited financial statements and auditor's report in the case of Companies.
 - 24.3.2 Latest financial statements with accountants report in the case of Close Co-operation CC.
 - 24.3.3 Letter from the financial institution confirming availability of funds or letter of good standing and a proof from the financial institution indicating ratings e.g. Code A, B, C, D, E & F must be attached.
 - 24.3.4 Form Part 5 schedule J must be completed accordingly.

25. PRE - QUALIFICATION

The purpose of this Pre-qualification is to determine which bid is compliant and non-compliant with the bid specifications issued by the DOH as part of the bid process.

The bid will be considered if:-

- 25.1 All documentation (including SBD 1, 4, 6, 8 & 9) with supporting documentation requested in terms of the Bid requirements must be submitted and signed off where required.
- 25.2 A valid proof of registration with in the (CSD) Central Supplier Database must be submitted with the bid. (30-days validity)
- 25.3 Bidders must submit contactable references as due diligence will be conducted to authenticate and substantiate experience as per schedule F of the Bid document.

FAILURE TO COMPLY WITH THE ABOVE INFORMATION WILL INVALIDATE THE BID

The Department of Health reserves the right to verify the information requested with the Regulatory Authorities i.e. the Registrar of Companies (CIPRO), SARS or any other relevant entity or visit the premises of the bidder at any time without notice. Any information received which does not reflect the one provided on the bid document will render the bid null and void. The DOH will not be liable for any inaccurate information supplied.

26. TECHNICAL INFORMATION AND SPECIFICATIONS

EQUIPMENT AND MATERIAL

- 26.1 The Service Provider shall provide comprehensive detailed equipment schedule indicating at least, but not limited to:
 - The equipment quantities and type installed.
 - The rates per service type.
 - Consumable products used.
- 26.2 Once all equipment has been installed, it is required of the Service Provider to provide Depot with a service schedule indicating the exact day and frequency as to when the services are to be rendered. The format of the service schedule is attached as Part 4 (Specification) of this bid document.
- 26.3 All equipment installed, including consumable materials, shall comply with the provisions of any Act or Law enforceable at that time, shall meet the requirements of the OHS Act (85) of 1993, related schedules and Regulations, and shall not in any way be harmful to persons, or endanger the safety of such persons in any way.
- 26.4 All consumable materials, including, but not limited to sanitizing chemicals, soaps and barrier creams, shall comply with the relevant (SABS) SANS code of practice.

27. MATERIAL SAFETY DATA SHEET (MSDS)

The Material Safety Data Sheet included in this document shall be completed by the bidder and submitted with the offer. The Material Safety Data Sheet must consist of the following information.

[illegible]

N.B. The Service Provider may attach a separate page as Annexure B if the schedule provided is not enough.

28. 2nd Stage Evaluation (Functionality)

<p>Equipment and Uniform Availability</p> <p>The bidder must have evidence that they have Equipment and Material designed for the scope of work of the bid and meet the required equipment standard for Technical Pest Control Services Staff.</p> <p>1. Samples of Equipment and or Material</p> <ul style="list-style-type: none"> • Rat Bait Station (5) • Sprayers (5) • Safety Profile of Chemicals to be used needs to be provided (5) (SABS/SANS Code of Practice Compliance) <p>2. Chemicals will be scored against the list contained in the scope of work of the bid document: Pest Control Equipment & Material List certified by Bidder as being available for inspection. Please fill this in. If bidders equipment standard is:</p> <p>a. 100% In-line with the scope of work of the bid document (Certify that all consumable materials, including, but not limited to sanitizing chemicals, soaps and barrier creams, comply with the relevant (SABS) SANS code of practice).</p> <p>Evidence: Proof of Certificate of Product to be used or Manufacturer Certificate (35)</p>	<p>Total 50</p> <p>15</p> <p>35</p>
<p>The bidders must submit a proof that:-</p> <p>1. A valid COIDA (Compensation of Injury and Diseases Act).(15)</p> <p>2. Bidders are requested to submit documentary proof that the chemicals used are not be detrimental to Public Health and should be environmental friendly and do comply with Occupational Health and Safety Regulations and that the Pest Control services rendered are in accordance with OHS Act. (15)</p>	<p>Total 30</p>
<p>Contactable Written References (reference to Project Reference Annexure) Proof of Experience in providing Pest Control Services in a Public/Private Institution (provide the name of the institution and contactable references).</p> <p>1 Reference (10)</p> <p>2 References (15)</p> <p>3 References (20)</p>	<p>Total 20</p>
<p>Total</p>	<p>100</p>

Note:

- A bidder that scores less than 70 points out of 100 in respect of functionality will be regarded as non-responsive bid and will be disqualified.
- Only bidders that obtain 70 points and above will qualify for stage two Technical Evaluation price and BBBEE evaluation.
- All points scored by qualifying bidders will not be taken into consideration for price evaluation.

PROJECT REFERENCE

PROJECT REFERENCE RETURNABLE 1 OF 3

Project title:	
Bid No:	
Project title:	
Bid No:	
Project title:	
Bid No:	

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I,(name and surname)

.....(company name)

Declare that I was the recipient (client) of the following Pest Control services successfully executed

by(name of bidder)

Project Name:

.....

Project Location:

.....

Pest Control services period: Completion date:

.....

Contract Value:

.....

A. Please score the performance of the Bidder on the abovementioned project, by inserting "Yes" in the relevant box below:

Areas of Consideration	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and performance					
Personnel					
Condition of Control Room					

B. Would you consider/recommend working with this bidder

Yes	No

C. Any other comments:

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

D. Cell No. E. Office

No.:.....

F. Fax No. G. E-mail:

.....

This signed at on thisday of2021

*Note to Bidder: Referee (Client) will be contacted to verify the above if the Referee is not contactable
NO POINTS WILL BE AWARDED.

EVALUATION CRITERIA (PRICE EVALUTION)

- The bid will be evaluated in terms of the 80/20 point system as stipulated in the Revised Preferential Procurement Regulations, 2017.
- 80 points will be allocated for price and 20 points for attaining the B-BBEE status level of contributor
- **NB:** Bidders are required together with their bids to submit original or certified copies of valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims.
- A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score 0 out of maximum of 20 points for B-BBEE

Example:

80/20

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

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

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

PART 2
Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidder's bid by the Eastern Cape Provincial Government, the DOH or any other authorized authority or person (as the case may be) and shall continue in force for the period of **36** months. The bidder is further obliged to provide future support, while the contract is in force.

2. FEES AND CHARGES

- 2.1 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve Service Provider of any of its obligations under the contract.
- 2.3 To the extent that the DOH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Service Provider in terms of the contract, DOH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER

- 3.1 **The DOH's operational requirements.** The Service Provider shall, in the provision of the required service, have due regard to the operational requirements of the DOH and other parties occupying or operating from the relevant institution, PE Pharmaceutical Depot and or office and shall not do, or permit anything which may negatively impact on such parties' operational requirements.
- 3.2 **Problem identification and reporting.** The Service Provider shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the DOH at the relevant institution, PE Pharmaceutical Depot and or office.

Without detracting from the generality of this statement, Service Provider shall:-

- Without delay inform the DOH and the appointed DOH Technical Support Manager, of all incidents or accidents which may occur at the relevant premises which involve Service Provider's personnel;
 - Co-operate fully with the DOH and its appointed Technical Support Manager in analyzing and investigating such incidents or accidents.
- 3.3 **Other Service Providers** The Service Provider acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the DOH, co-operate fully with such persons.

3.4 **Regulations and statutes** The Service Provider shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

3.5 **Compliance with procedures**

It is recorded that during the currency of the contract the DOH may implement procedures and policies at the relevant Institution. The Service Provider shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

3.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and Pest Control service procedures and policies applicable at the relevant Institution.

3.7 Should the DOH at any time believe that any member of Service Provider's personnel is failing to comply with any such procedures or policies, the DOH shall be entitled to deny such personnel member access to the relevant premises and require Service Provider to replace such person without any delays.

3.8 **Service Provider's procedures** The Service Provider shall, upon receipt of written request from the DOH or its appointed Manager:-

Provide the DOH with copies of all Service Provider's operating procedures and processes relating to the Services;

4. **HAZARDOUS MATERIALS**

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

5. **FIRE RISKS**

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

6. **ENERGY MANAGEMENT**

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

7. **OCCUPATIONAL HEALTH AND SAFETY**

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

The Service Provider:-

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

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

8. SERVICE LEVEL AGREEMENT

It is recorded that the DOH and the service provider will enter into a Service Level Agreement stipulating exact deliverables and terms of payment. Performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9. PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

Service Provider shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 8 above.

The provisions of GCC document contains the manner in which Service Provider's performance will be measured throughout the term of the contract.

9.2 Compliance.

For purposes of the contract the compliance by Service Provider with the stipulated responsibilities and service standards will be determined:-

- With reference to reports provided by Service Provider;
- With reference to reports or complaints received from third parties;
- By means of user satisfaction surveys conducted by DOH by means of service reviews,
- Inspections or any audit carried out by or on behalf of the DOH.

9.3 Records.

Service Provider shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract, such records must be provided to the DOH upon request.

9.4 **Measurement of performance**

9.4.1 **Periodic checks:**

DOH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by DOH) the purpose of which shall be to determine whether Service Provider is providing the Services in accordance with the terms and conditions of the contract if accepted by DOH.

Service quality audits required from contracted Service Provider in conjunction with DOH.

It is expected from the contracted Service Provider to conduct regular service quality audits against the building at a frequency not less than those indicated below:

Contract Period	Audit Frequency
First month	Weekly
Second and third month	Two weekly (bi-monthly)
Fourth month onwards	Monthly

During these audits, the following will be determined:

- Whether or not the consumable are sufficient and effective.
- Whether or not all equipment is in working order and effective.
- Whether all equipment has been services according to the service schedule.
- Familiarize themselves with the building layout and contact person(s) acting on behalf of the Depot.
- The quality of all products used, and problems that may be associated thereto.

The Service Provider by submitting his offer, understands that if awarded the work; will fully comply with the terms and conditions stipulated in the Landlord's (DOH) Lease Agreement.

9.4.3 Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to Service Provider by DOH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by Service Provider. The Service Provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the DOH.

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

9.5 Results of checks, audits and surveys

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

10. BREACH AND TERMINATION

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

LOSS AND DAMAGE

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

12. SUB-SERVICE PROVIDERS

Service Provider may only sub-contract its obligations under the contract with the prior written consent of the DOH (or any other authorized authority) and then only to a person and to the extent approved by the DOH or such authority and upon such terms and conditions as the DOH or such authority require. It is recorded that where such consent is given Service Provider shall remain liable to DOH for the performance of the Services

PART 3
Bid Strategy

PROVISION OF PEST CONTROL SERVICES AT PE PHARMACEUTICAL DEPOT FOR A PERIOD OF 36 MONTHS.

INTRODUCTION

1. Background

In an endeavor to fulfill the commitment, a need arises to provide Pest Control services for the PE Pharmaceutical Depot in order to comply with Medicine Control Council requirements. The Pest Control services cannot be compromised at any given moment especially on the nature of services rendered by the Depot (medicine distribution service).

2. Problem Statement

It is imperative for the PE Pharmaceutical Depot of the Eastern Cape Department of Health to be under an integrated and optimized Pest Control service for the following reasons:-

- The Depot operating Hours is from 8:00 till 16:30 per day, however it is important for service provider to arrive timeously to ensure effective fumigation services
- Pest Control services are required to ensure a healthy and safe environment to stock, staff and external stakeholder.

3. Overall Objectives

This specification establishes the requirements of the Eastern Cape Department of Health for the appointment of:

Suitably qualified and experienced Pest Control Service providers on a fixed price contract to provide quality Pest Control service to the PE Pharmaceutical Depot for a period of 36 months.

STAFFING STRATEGY

Bidders are to allow for the following staff provision: -

Supervisory/Technical Staff Requirements.	A supervisor must always be on site each time maintenance service is provided. <ul style="list-style-type: none">• Supervision - (Name and ID number of a Supervisor to be deployed must be provided).
General Staff Requirements	Bidders are to allow for the provision of service staff at all levels. <ul style="list-style-type: none">• Service staff – (List of names and ID numbers of staff to be deployed must be provided).

The successful bidder will be required to enter into a written contract with the Department. This contract will contain performance penalties based on clause 11 in Part 2 and service level agreements based on Part 4 – Specifications. These penalties will be negotiated by all parties prior to the signing of the above contract.

Bid Description: Provision of Pest Control Services at PE Pharmaceutical Depot for a Period of 36 Months

COMPLIANCE IN ALL RESPECTS WITH THE SPECIFICATION AND CONDITIONS OF THE BID IS INDICATED BY TICK OR IN THE YES/NO COLUMN PROVIDED IN THIS SPECIFICATION DOCUMENT BELOW. IF NO – A DEVIATION REASON MUST BE FILLED-IN - NOT FILLING-IN WILL RENDER YOUR BID NOT RESPONSIVE.

Bid Specification

Specification	Compliance		Deviation
	Yes	No	
1. SCOPE			
1.1 The Service Provider will provide comprehensive Pest Control Service from a control and maintenance perspective that will render the Depot free of any pest control challenges.			
1.2 The Pest Control Technician to inspect and treat the premises, including the exterior areas and both the administration and Depot areas. The actual treatment must include:-			
1.2.1 Fumigation of cockroaches			
1.2.2 Control of rodents – maintenance of bait boxes			
1.2.3 Provide monthly documented proof of maintenance on bait stations			
1.2.4 Treatments of bed bugs, ants, mosquitos and flies in the demarcated areas.			
1.2.5 Report any concerns or sightings of rodents / pests.			
1.3 The areas to be considered should include but not limited to:			
▪ Opening and cracks within the Depot			
▪ Redundant equipment and appliances			
1.4 The chemicals used must not be detrimental to Public Health, should be environmental friendly and must not affect the quality of medicine.			
▪ The Service Provider must attach Labels and Material Safety Data Sheet of all pesticides that will potentially be used in the pest control program for different treatments and areas.			
1.5 On receipt of an order number the Service Provider will be expected to submit a Schedule of Service that will indicate the Area / Unit / Department, Date and Times of service (A list of areas will be provided during site meeting).It will be the responsibility of the Service Provider to familiarize himself / herself with the institution in order to provide efficient service to all areas.			

1.6 Chemicals used must be effective in killing the treated pests and the Service Provider will be informed of any unsatisfactory results discovered during monitoring and will be offered a period for correction of identified unsatisfactory services, failure to yield satisfactory results may lead to termination of the contract			
1.7 The Pest Control Technician will then thoroughly inspect, examine, refill and replace all strategically placed bait stations.			
1.8 Monthly cleaning of all bait stations.			
1.9 All pests found to be accurately identified and documented in the log sheet including where the pest was found, possible reason for the infestation and the action plan.			
1.10 The action plan to be developed by Pest Control Technician to eliminate existing pest problems using mechanical, biological and physical controls. <ul style="list-style-type: none"> ▪ A maintenance programme and ▪ Prevention action plan must be established. 			
1.11 Signs of rodent or insect activity must be reported and recorded in the Pest control Treatment Report Book.			
1.12 All necessary steps to be taken by the Pest Control Technician to counter such activity or infestation and these steps must be documented.			
1.13 Where necessary, new bait stations should be installed. <ul style="list-style-type: none"> ▪ Maintain and replace broken bait station/boxes. ▪ Bait must be nontoxic to humans and animals and must meet regulatory requirements. Where bait is used that is toxic to animals or humans, then the traps must be designed so that they entrap the pest. 			
1.14 Mapping of bait stations to scale. <ul style="list-style-type: none"> ▪ All bait stations to be numbered according to mapping. 			
1.15 The Pest Control Technician will complete the Pest Control Treatment Report Book after each and every visit and record the date of inspection.			
1.16 Should the pesticide change, a MSDSs will be requested from the company, which trap the pesticide is applied to, and method of application, quantity and concentration used and report the number of bait boxes replaced.			
1.17 Provision of a monthly comprehensive report after every Inspection for audit purposes.			

DEFINITIONS AND INTERPRETATIONS

In this Specification the following words and phrases shall have the following meanings unless the context otherwise requires:

“Central Service Point” means a designated Service Office established and manned by the Contractor for the monitoring of the premises at PE Pharmaceutical Depot and “Contractor” means the Service Provider performing Fumigation Services or Services related to Pest Control;

“Facilities Manager” means the facilities manager employed or contracted by Facility to manage the facilities management related services at Call Centre and, including such party’s delegated authority or persons appointed or designated by the Facilities Manager to perform functions on behalf of the Facilities Manager;

“Input Specification” means the input based definition of the Service obligations of the Contractor, as detailed under the heading Input Specification, Service Levels, Requirements, Criteria in the various tables contained in this Specification;

“Keys” means actual keys or other mechanisms used to control entry to the various facilities at PE Pharmaceutical Depot.

“Output Specification” means the output based definition of the Service obligations of the Contractor which is identified by being printed in bold italics and as may be detailed under the heading Output Specification in the various tables contained in this Specification;

“Pest Control Services” means the services to be provided by the Contractor pursuant to these Specifications;

“Pest Control Service Users” means the Department and any of the Facility’s employee’s contractors and visitors who are users of the Pest Control Service;

“Service Standards” means the service levels and criteria set out in this Specification - and the Appendices to this Specification document.

“Pest Control Service Staff/Personnel” means persons engaged or employed by the Contractor to carry out the Fumigation Services;

2. SCOPE OF SERVICES

Contractor shall provide the following services, as part of the Pest Control Services, in accordance with The Service Standards and the provisions of this Specification: Pest Control services in accordance with Section 3 of this Specification; and

Safekeeping and issuing of Keys in accordance with section 4 of this Term of reference.

In addition to the Pest Control Services, the Contractor shall provide all such other services as may be ancillary to or reasonable necessary to provide the Fumigation Services in accordance with the Specification and the Service Standards.

The Contractor shall comply with the Input and Output Specification in the provision of the Pest Control Services. The Output Specification shall, however, take precedence over any Input Specification, it being expressly agreed between that the Input Specification stipulate the minimum requirement to ensure that the Output Specification are adhered to. To the extent that the Input Specification are not adequate to ensure compliance with the Output Specification, the Contractor shall be required, subject to the approval of the FACILITY MANAGER, to amend the Input Specification. In such case the Contractor shall amend these specifications in writing to reflect such amendment.

Contractor's Responsibilities (1)

<i>Output Specification, Service Levels, Requirements, Criteria</i>	<i>Input Specification, Service Levels, Requirements, Criteria</i> In ensuring compliance with the Output Specification the Contractor shall comply with the following responsibilities
(1) <u>Visible Staffing</u> . The Contractor shall ensure that Pest Control Service personnel are present at the Facility in a high profile and are visible and accessible to Pest Control Service Users.	The Contractor shall comply by: Confirming that the required numbers of Service staff/personnel are provided in terms of the requirements of the Specification. Ensuring that the required numbers of Service staff/personnel are on duty and at their allocated posts when required for service checks. Ensuring that all Service staff/personnel are dressed uniformly at all times for easy identification.
(2) The Contractor shall provide additional Pest Control service staff upon request of the facility manager to service state property for whatever reason the Department or the Facility consider to be at risk or present a risk to others, it being recommended that such additional Service Staff shall be provided and agreed at additional cost.	The Contractor shall comply by: Having standby resources to provide additional Staff for the provision of ad hoc Technical Staff to the Pest Control Service Users. Implement to provide such additional Pest Control Service Staff within the times scheduled for service checks.
(3) <u>Service Quality Audits (SQA) (Communications)</u> . The Contractor shall ensure that all Pest Control Service Staff carrying out audits or	The Contractor shall comply by ensuring that all Technical Pest Control Service Staff conducting audits are equipped with effective communication devices linked back to their Service Offices.

Output Specification, Service Levels, Requirements, Criteria	Input Specification, Service Levels, Requirements, Criteria In ensuring compliance with the Output Specification the Contractor shall comply with the following responsibilities
performance checks are equipped with a form of communication enabling them to be immediately contactable at all times while carrying out such audits.	
(4) <u>Reporting Requirement (General on Standards)</u> . The Contractor shall ensure that the Pest Control Service Supervisors shall report by appropriate measures as required by the facility manager to provide confirmation that they have carried out the Pest Control Service to the specified frequencies and standards required by this Agreement and as may be required by the Facilities Manager.	The Contractor shall comply by: Ensuring that reports are submitted to the facility manager immediately in the event of Pest Control incidents and accidents. Submitting brief accounts of incidents in the various categories to the facility manager every day. Submitting statistics in the categories mentioned every week and every month.
(5) <u>Apprehending of Offenders</u> . The Contractor shall ensure that the appropriate trained Pest Control Service Staff take reasonable action to apprehend, restrain and/or detain or take such other reasonable action as is appropriate in respect of any person who is in the act or is about to commit an offence of any type or disruption or disturbance and such Staff shall use a minimum degree of force with due regard to their own safety.	The Contractor shall comply by: <ul style="list-style-type: none"> • Ensuring that all Pest Control Service Staff are trained in the legal aspects related to apprehending, restraining or detaining any person. • Ensuring that all Pest Control service personnel are aware of the requirements to use minimum force and its legal interpretation. • Ensuring that apprehending, restraining or detaining any person will only be authorized by a shift supervisor or manager unless the subject person or other persons or property are in immediate danger.
(6) <u>Staffing</u> . The Contractor shall provide sufficient trained Technical Pest Control Service Staff at all times to ensure that it meets obligations under the Specification.	The Contractor shall comply by: <ul style="list-style-type: none"> • Providing the required number of Pest Control Service Staff trained to the appropriate grade according to the requirements contained in this Specification as amended from time to time.
(7) <u>Reporting (Incidents)</u> . The Contractor shall instigate and maintain systems and procedures to report record and collate all Pest Control service incidents (including but not limited to theft/criminal offences) fully and accurately and such reports shall be provided to the facility manager on a weekly and monthly basis.	The Contractor shall comply by: Ensuring that all Pest Control Service personnel report all incidents and accidents to the Central Service Office immediately and record them in their pocket books. Collating all Pest Control incidents and accident reports statistically and submitting those statistics to the Facilities Manager on a weekly and monthly basis.

SAFEKEEPING AND ISSUING OF KEYS

The Contractor shall:

- (a) Provide a system for the safekeeping and issuing of Keys for Offices.
- (b) Hold and keep safe such Keys as detailed to the Contractor in writing by the Facility Manager.
- (c) Only issue Keys to those authorized Depot Employees as introduced to the Contractor by the Facility Manager from time to time. The Manager shall provide the Contractor with Specimen Signatures for all authorized Depot Employees.
- (d) keep a written record of the following:
 - (i) The person to whom the key was issued.
 - (ii) The date and time of issue.
 - (iii) the signature of the authorized person signing out the Key, and
 - (iv) The date and time the Key was returned.
 - (v) *Lost keys must be reported to Senior Manager PE Pharmaceutical Services/Responsible Pharmacist.*
- (e) Make the written records as set out in paragraph 4.1(d) available to the Manager upon request at any time.

For the avoidance of doubt the provisions of this paragraph 4 shall not apply to Keys for the Pharmacy and Non- Pharmaceutical service stores.

Responsibilities contained in Appendices. The Contractor shall comply with the responsibilities and obligations and shall comply with the procedures and rosters detailed in the various Appendices. It is expressly recorded that nothing contained in the appendices shall limit the responsibilities of the Contractor as detailed in the Output Specification.

Responsibilities contained in Procedures. The Contractor shall comply with the duties, responsibilities and obligations contained in the Depot Health and Pest Control Policies and Procedures as issued against signature and as amended from time to time. It is expressly recorded that nothing contained in those procedures shall limit the responsibilities of the Contractor as detailed in the Output Specification.

1. SCOPE OF WORK

This section forms an integral part of the Project Specification. The purpose of this section is to provide prospective bidders with more information on the nature and extent of the Contract for bid purposes. It is not the intention of this Section to provide a full description of all tasks, functions and requirements and any omissions or ambiguities in this section shall not relieve the Contractor of any of his/her obligations under the Contract. Where minimum requirements are expressly specified in this section, such requirements shall however be binding to the Contractor.

1.1 Service Categories

Provision of Pest Control Services may generally be divided into the following categories:

- Monthly inspection to the premises and spraying of all areas including the offices.
- The Pest Control Technician to inspect the premises, including the exterior areas and both the administration and Depot areas.
- The Pest Control Technician to report any concerns or sightings of rodents / pests.
- The Pest Control Technician will then thoroughly inspect, examine, refill and replace all strategically placed bait stations.
- Quarterly cleaning of all bait stations.
- All pests found to be accurately identified and documented in the log sheet including where the pest was found, possible reason for the infestation and the action plan.
- The action plan to be developed by Pest Control Technician to eliminate existing pest problems using mechanical, biological and physical controls.
- A maintenance programme and prevention action plan must be established.
- Signs of rodent or insect activity must be reported and recorded in the Pest Control Treatment Report Book.
- All necessary steps to be taken by the Pest Control Technician to counter such activity or infestation and these steps must be documented.
- Where necessary, new bait stations should be installed.
- Bait must be nontoxic to humans and animals and must meet regulatory requirements. Where bait is used that is toxic to animals or humans, then the traps must be designed so that they entrap the pest.
- The Pest Control Technician will complete the Pest Control Treatment Report Book after each and every visit and record the date of inspection.
- Should the pesticide change, a MSDSs will be requested from the company, which trap the pesticide is applied to, and method of application, quantity and concentration used.
- Mapping of bait stations to scale.
- All bait stations to be numbered according to mapping.
- Provision of a monthly comprehensive report after every inspection for audit purposes.

Specific functions at each individual site will depend on local circumstances. Basic functions are described in the following paragraphs.

Restrictions on the Erection of Structures

- **The erection, installation** or alteration by the **Contractor** of any structures including movable temporary office accommodation units which the Contractor may wish to erect for administrative and supervisory purposes and equipment in or on the site in terms of this contract shall be subject to the prior written approval of the Employer. No domestic housing facilities will be allowed on site.
- The Employer shall not be liable for any loss or damage to equipment supplied by the Contractor due to theft, vandalism or whatever reason and any such equipment lost or damaged shall be replaced by the Contractor at his/her own cost.

General Requirements With Regard To Personnel upon signing a contract

- The Contractor undertakes to employ only such persons for the performance of the functions and/or duties in connection with the project on the site as the Employer may approve in writing. The Contractor shall advise all his personnel or persons to be employed by him/her in the performance of the functions and/or duties in accordance with this contract of any health and Pest Control service measures, which the Employer may from time to time prescribe.
 - If the Employer at any time is of the opinion that any of the Contractor's employees connected with the performance of the functions and/or duties in terms of this contract should, for any reason not be connected with the performance of such functions or duties, the Employer shall be entitled to require the Contractor forthwith to withdraw any such employee from any such function or duty or forthwith to withdraw such employee from the project.
 - In such an event the Contractor shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the Employer; and
 - Furthermore, if the Employer requires any information regarding any of the Contractor's employees connected with the performance of functions and duties in terms of this Contract, the Contractor shall without delay furnish the Employer with all available information upon request.
 - The Contractor shall appoint personnel capable of communicating with members of the public in the language dominant in the area and the Employer shall be entitled to require the Contractor forthwith to withdraw any employees from the relevant duty if such employee does not, in the opinion of the Employer, comply with a reasonable linguistic standard.
 - Supervisors shall be able to communicate, read, write and have basic computer literacy.
-
- **Pest Control Service Staff/Personnel**
 - Service staff shall be trained to at least for a minimum Pest Control Service Personnel Grade.
 - Service staff shall be able to communicate, read and write.
 - Service staff may not be younger than 18 years of age.

Supervisors and Pest Control Service Staff/Personnel

- Supervisors shall have undergone and passed formal Pest Control Service Technician Course.
- At all times supervisors and Pest Control Service staff/personnel shall present an acceptable image/appearance which implies, inter alia, that they may not publicly sit, lounge about, smoke, eat or drink while attending to people.
- Supervisors and Pest Control Service staff/personnel shall at all times present a dedicated attitude/approach to staff, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards them.
- Supervisors and Pest Control Service staff/personnel shall be physically healthy and medically fit for the execution of their duties.
- Supervisors and Pest Control Service staff/personnel shall sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Employer.
- Supervisors and Pest Control Service staff/personnel are prohibited from reading office documents or rummaging through records.
- No information concerning Employers activities may be furnished to the public or news media by the Contractor or his employees.

Training of personnel

- The Contractor shall provide the necessary training programs including initial and refresher courses to ensure that all personnel possess, at all times, the necessary expertise to execute their functions in accordance with the Specification and to the satisfaction of the Employer.
- **Upon signing of Service Level Agreement, the Contractor shall submit full particulars, including proof of training; of the pool of all Pest Control service personnel that he/she intends employing on site.**
- The Contractor is responsible for the training of his staff at the centre in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the FACILITY MANAGER.
- Should any employee of the Contractor not perform his duties to the satisfaction of the Employer, the Employer may require the employee to undergo such training as the Employer may direct. The Contractor shall forthwith remove such Employee from the site replace him/her with an alternative competent staff member and provide such training to the employee at no extra cost to the Employer. Should the Employer still not be satisfied with the performance of the Employee, the Employer may order the Contractor to withdraw the employee from the site?
- The Employer may perform any tests, as he considers necessary from time to time to ensure that the service provided by the Contractor is acceptable in terms of the Specification. The Employer or his representative will however not act as supervisors and any such tests or absence thereof, shall not relieve the Contractor of his responsibilities under this Contract.

Supply and Maintenance of Equipment

- All other equipment including material, vehicles, and any other equipment necessary to execute this contract in accordance with the Specification, shall be supplied and maintained by the Contractor to the satisfaction of the Employer and in accordance with the requirements of the National Key Points and strategic Installations Bill, 2007 where applicable.

**Part 5 – Schedule A
Government Procurement
General Conditions of Contract
Annexure A**

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 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 sub Service Providers) 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, Pest Control services, 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.**
- 5.2 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 check
- 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 Service Provider 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 and claims arising under this warranty.

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

- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 subservice Provider(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 without the application of penalties
- 21.7 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

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. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or

anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the Service Provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Service Provider 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. 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 (NIP)
Programme**

33.1

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of
Restrictive practices**

34.1

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2

If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of Administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3

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.

Part 5 – Schedule B
A Valid Tax Clearance Status

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING:-

1. It is an absolute requirement that the taxes of the successful bidder **must** be in order or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her obligations.
2. It is a requirement of the Bidder to submit a Valid Central Supplier Database certificate (CSD), thus to ensure easy reference of the Supplier Tax Status.
3. In bids where Consortia/ Joint Ventures /Sub-Contractors are involved each party must submit a separate Tax Clearance Certificate or Proof of Valid Tax Status through a Valid CSD Certificate.

Part 5 - Schedule C
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

NB: USE INK, PREFERABLY BLACK, TO FILL IN THIS FORM

Scope of Work:

NO.	ITEM DESCRIPTION	SERVICE (EXCLUDING VAT)	COST	TOTAL COST OF SERVICE FOR 36 MONTHS (INCL. OF VAT)
1.	PEST CONTROL SERVICES			
2.	MAINTENANCE AND REPAIRS OF BROKEN BAIT BOXES			

NB: IT IS CRITICAL FOR ALL BIDDERS TO CONDUCT ASSESSMENT AT PE PHARMACEUTICAL DEPOT BEFORE OR PRIOR THEIR COSTING AND SUBMISSION OF THE BID.

Part 5 – Schedule D
Declaration of Interest

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, 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 and/or take an oath declaring his/her interest, 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, shareholder etc):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
- * "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.
- 2.7 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 / shareholder/ member:
	Name of state institution to which the person is connected:
	Position occupied in the state institution:
	Any other particulars
2.8	Did your spouse or any of the company's directors/share holders / 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 the 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 /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:
.....
.....

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE PRINCIPAL MAY 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

Part 5 – Schedule E (i)

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	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? To access this Register enter the National Treasury's website, WWW.TREASURY.GOV.ZA, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	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

Part 5 – Schedule E (ii)
Certificate of Independent Bid Determination

SBD 9

- 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.

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.

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.
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

Part 5 – Schedule F
Qualifications and Experience

The bidder shall be bound by all SCM regulatory provision and amendments thereto whether expressly or impliedly indicated in this document.

The Head
Department of Health
Private Bag X0038
BISHO, 5605

Sir/Madam

Granting of authority to request information from any legal entity relevant to this bid

1. I/we acknowledge that the information herein contained shall constitute the basis on which my/our bid is to be considered. I/We grant approval that any source regarding this bid may be fully investigated and that all such information shall be of material importance and directly relevant to the consideration of our bid. I/we further grant my/our consent to such source to provide confidential information.
2. I/We warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/We am/are not aware of any information which, should it become known to the Eastern Cape Department of Health, would affect the consideration of my/our bid in any way.
3. The Eastern Cape Department of Health wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

Please tick the appropriate box.

<input type="checkbox"/>	I/We hereby consent to the above
<input type="checkbox"/>	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Eastern Cape Department of Health responsible for not considering my/our bid.

Signature

Date

Witness

Signature

PARTNERSHIP/JOINT VENTURE/CLOSED CORPORATION/COMPANY/SOLE PROPRIETOR*

* (Delete which is not applicable)

PARTICULARS OF THE BUSINESS

Business Name:

Trading Name:

CK 1. No. :

CK 2. No. :

VAT Reg. No. :

UIF No.:

Workman's Compensation No.:

Directorship

Name	Identity No.	Gender	%

Company's Fixed telephone Line:

Company's Fixed Fax Line:

Mobile Phone:

Street Addresses of the registered offices

Head Office:
.....
.....

E-Mail:

Branches

1.....

2.....

Postal Address of the Head Office

.....

.....

SIGNATURE OF (ON BEHALF OF) TENDERER

NAME IN CAPITALS

In the presence of:

1. 2.

SCHEDULE OF EQUIPMENT AND VEHICLES AVAILABLE TO PERFORM WORK

1. Equipment

Type	Quantity	Good	Fair	Poor	Comments

2. Vehicles

Type	Capacity	Registration No

3. List of References (These should include all successful contracts for the past three years, starting with the current ones.)

Name	Location	Value	Start	End	Number of Years	Contact No.	Contact Person

- The number of years that the bidder has been in the business of providing the relevant services in Public Service or Health Institution: _____
- The number of years that the bidder has been providing landscaping Services in any industry other than Public Service or Health Institution: _____
- Name of the person who shall manage the Services: _____
- Detail such person's qualifications and relevant experience in the relevant Services below :

SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule G
Organizational type

PARTNERSHIP/CLOSED CORPORATION/COMPANY

(delete which is not applicable)

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

1. NAME _____
ADDRESS : _____
ID NUMBER: _____
2. NAME : _____
ADDRESS : _____
ID NUMBER: _____
3. NAME : _____
ADDRESS : _____
ID NUMBER: _____
4. NAME : _____
ADDRESS : _____
ID NUMBER: _____
5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

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

.....
NAME IN CAPITALS

In the presence of :

1.
2.

Part 5 – Schedule H
Organizational structure

- [illegible]

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

NAME IN CAPITALS

In the presence of:

1.
2.

Part 5 – Schedule I
Details of Supplier's office

1. Physical address of supplier's office

1 Telephone No of office: _____

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

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

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule J
Financial Particulars

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

Nature of Service: _____

Name of bidder: _____

Bid Number: _____

	<p style="text-align: center;"><u>FINANCIAL POSITION OF BIDDER</u></p> <p>It is a requirement of this bid that the bidder demonstrate availability of financial resources to execute the contract should they be awarded. Documentary proof in the form of credit guarantee from the financial institution or recent audited financial statements/ recent financial statements must be provided with the bid.</p> <p><u>Note: A letter from the bank confirming account will not be accepted.</u></p> <p style="text-align: center;"><u>Complete as indicated below:</u></p> <p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby furnish documentary proof confirming availability of financial resources from the financial institution. I / we give the DOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favorably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of:

1. _____ 2. _____

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:

EME

QSE

✓

✓

Black people
Black people who are youth
Black people who are women
Black people with disabilities
Black people living in rural or underdeveloped areas or townships
Cooperative owned by black people
Black people who are military veterans

OR

Any EME

Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS
.....