



Province of the
EASTERN CAPE
HEALTH

| | | | | | |
|--|--|----------------|-------------------|---------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF HEALTH EASTERN CAPE/ PORT ALFRED HOSPITAL) | | | | | |
| BID NUMBER: | SCMU3-21/22-0203-EMSOR | CLOSING DATE: | 20 September 2021 | CLOSING TIME: | 11H00 |
| BID BRIEFING VENUE | None | BRIEFING DATE: | None | BRIEFING TIME | None |
| DESCRIPTION | PROCUREMENT OF CLEANING SERVICES FOR O R TAMBO EMS BASES FOR A PERIOD OF THIRTY -SIX (36) MONTHS | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |

O R TAMBO HEALTH DISTRICT OFFICE

9TH FLOOR FOYER NEXT TO THE LIFTS BOTA SIGCAU BUILDING

Cnr Owen and Leeds Street

Mthatha 5100

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|--|-----------------------------|---|-----------------------------|
| CONTACT PERSON | MR B SIJADU | CONTACT PERSON | MR B SIJADU |
| TELEPHONE NUMBER | 047 502 9056/55 | TELEPHONE NUMBER | 047 502 9056/55 |
| FAX NUMBER | N/A | FAX NUMBER | N/A |
| E-MAIL ADDRESS | buntu.sijadu@ehealth.gov.za | E-MAIL ADDRESS | buntu.sijadu@ehealth.gov.za |

SUPPLIER INFORMATION

| | | | | | |
|----------------------------|----------------------------|--|--------|-------------------------------|-----|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FAX NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAA |

Cleaning at OR TAMBO DISTRICT EMS

Page 1 of 84

E:\FINAL EMS CLEANING SERVICES AUGUST 2021.docx

| | | |
|--------------------------------------|-----------|------------|
| | Signature | Date |
| Drafted by: | | 20/08/21 |
| Recommended by: Programme Manager | | |
| Reviewed by:- | | 20/08/21 |
| Approved By: Specification Committee | | 20/08/2021 |
| Advert Approved By:- | | |

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

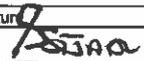
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

| | |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

| | | |
|--------------------------------------|---|-----------------|
| Drafted by: | Signature  | Date 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | 20/08/2021 |
| Approved By: Specification Committee | | 20/08/2021 |
| Advert Approved By:- | | |

PART B TERMS AND CONDITIONS FOR BIDDING

| | |
|---------------------------------------|---|
| 1. BID SUBMISSION: | |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | 20/08/2021 |
| Approved By: Specification Committee | | 20/08/2021 |
| Advert Approved By:- | | |

1. TABLE OF CONTENTS

Invitation to Bid (ECBD 1)

Part 1 – Conditions of Bid

Part 2 – Conditions of Contract and Operational Requirements

Part 3 – Bid Strategy

Part 4 – Terms of Reference

Part 5 – Bid Forms and related documentation

Schedule A – Government Procurement: General Conditions of Contract

Schedule B – CSD Supplier Registration Certificate

Schedule C – Pricing Schedule (ECBD 3.1)

Schedule D – Declaration of Interest (SBD 4)

Schedule E – Declaration of Bidder’s Past SCM Practices (SBD 8)

Schedule F – Qualifications and experience

Schedule G – Organizational

type

Schedule H – Organizational Structure

Schedule I – Details of Bidder’s nearest office

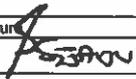
Schedule J – Financial Particulars

Schedule K – Preference Points Claim Forms (ECBD 6.1)

Schedule L – Contract Form

Schedule M – Certificate of independent bid determination (SBD 9)

Schedule N – Sworn Affidavit templates (EME or QSE)

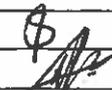
| | Signature | Date |
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| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | 20/08/20 |
| Approved By: Specification Committee | | 20/08/2021 |
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2. DEFINITIONS

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

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

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

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2021 |
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22.1.7 The letter of agreement from the manufacturer must be attached in respect of the uniform and the equipment.

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

23.1 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.

24. REQUIREMENTS

24.1 Bidders must be registered on the Central Supplier Database (CSD) and must submit the proof of registration or supplier number.

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 for risk analysis and bidders are required to submit documentary proof to demonstrate financial stability in the form of a letter of guarantee from a reputable Financial Institution.**

24.3.1 Latest financial statements in the case of Companies and in the case of Close Co-operation CC.

24.3.2 Letter from the financial institution confirming availability of funds or letter of good standing and/or proof from the financial institution indicating a positive rating must be attached.

24.3.4 Form Part 5 schedule J must be completed accordingly.

25. EVALUATION CRITERIA

The 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act and its Regulations, shall be used for this contract. 80 points will be allocated for price, and 10 points for BEE.

25.1 The bid will be evaluated as follows:

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

The stages are further detailed below

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

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

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2021 |
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| Approved By: Specification Committee | | 20/08/2021 |
| Advert Approved By:- | | |

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

$$Ps = \frac{0(1 - Pt - P \text{ min})}{P \text{ min}}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

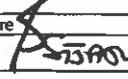
Pmin = Comparative price of lowest acceptable bid

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

| B-BBEE Status Level of Contributor | Number of points (80/10 system) |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant Contributor | 0 |

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

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

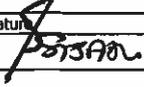
| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | |
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- 25.2.2 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.
- 25.2.3 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 25.2.4 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a SANAS accredited verification agency will be considered for preference points or a sworn affidavit issued by commissioner of oaths for Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE).
- 25.2.5 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.
- 25.2.6 The total points scored will be rounded off to the nearest 2 decimals.
- 25.2.7 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 25.2.8 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest functionality.
- 25.2.9 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.
- 25.2.10 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

25.3 1st Stage: Pre-qualification evaluation

The purpose of this pre-qualification evaluation is to determine which bid responses are compliant and non-compliant with the bid conditions issued by the ECDOH as part of the bid process.

- ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by ECDOH in order to determine whether a bid complies in this regard.
- Where the Bidders' bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2024 |
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1. Reject the Bid in question and not to evaluate it at all;
2. Give the bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its bids so as to achieve full compliance with the pre-qualification criteria, provided that such information and /or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidders' Bid.
3. In any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.

The following Pre-qualification criteria shall apply:

- 25.3.1 The bid documentation must be completed comprehensively and correctly.
- 25.3.2 Declaration forms (SBD 4, 8, 9) must be signed.
- 25.3.3 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 25.3.5 Proof of registration with the Centralized Supplier Database (CSD) and furnish proof of registration with the bid.

MANDATORY REQUIREMENTS

- 25.3.6 Proof of registration with National Provident Fund Administration for contract cleaners (submit confirmation letter and list of currently registered employees, as prescribed by the Department of Labour with the bid document). In case of a supplier not having employees at present, then before the Award of the Contract Proof of the Provident Fund must be produced.
- 25.3.7 Proof of Registration with UIF and list of registered employees. As prescribed by the Department of Labour, or Tender letter from Department of Labour, (Submit proof with the bid document or) In case of a supplier not having employees at present, then before the Award of the Contract Proof of UIF registration must be produced.
- 25.3.8 Valid Certificate of Occupational Injuries and Diseases Act (COIDA), or Tender letter from Department of Labour.
- 25.3.10 In terms of Regulation 4 of the Preferential Procurement Regulations 2017 pertaining to the Preferential Procurement Policy Act (Act 5 of 2000)

| | Signature | Date |
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Only one or more of the following tenderers may respond-

(a) a tenderer having a level 1 B-BBEE status of contributor;

(b) an EME or QSE;

(c) a tenderer subcontracting a minimum of 30% to-

(ii) an EME or QSE which is at least 51% owned by black people who are youth

Or

(iii) an EME or QSE which is at least 51% owned by black people who are women

Or

(iv) an EME or QSE which is at least 51% owned by black people with disabilities

Or

(v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships

(vi) a cooperative which is at least 51% owned by black people

Or;

(vii) an EME or QSE which is at least 51% owned by black people who are military veterans

Or;

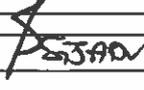
(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

25.3.10 To promote Clothing and Textile Industry manufacturers in Eastern Cape, Service Providers are encouraged to source Uniform for Cleaners from local manufacturers based in the Eastern Cape (submit proof thereof in the form of an agreement with an Eastern Cape based textile manufacturer) to be attached.

25.2.11 The Service Provider must source SABS approved cleaning materials/consumables from Manufactures in Eastern Cape (submit proof thereof in the form of an agreement or letter of intent with an Eastern Cape based manufacturer).

25.2.12 The Service provider to source machinery from Eastern Cape industrial cleaning equipment manufacture or distributor (submit proof thereof in the form of an agreement or letter of intent with an Eastern Cape based manufacturer or distributor)

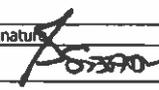
25.2.13 The Service provider to ensure fair attraction of local labour especially from O R Tambo district Municipality (attach detailed recruitment plan and recruitment process).

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | |
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| Advert Approved By:- | | |

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

| # | Requirement | Complied | | Comment |
|---|--|----------|----|---------|
| | | YES | NO | |
| A | CSD Registration Certificate | | | |
| B | Invitation to Bid (SBD1) completed and signed | | | |
| C | Pricing Schedule (SBD 3.1) | | | |
| D | Declaration of Interest (SBD 4) | | | |
| E | Preferential Points Claim (SBD 6.1) | | | |
| F | Declaration of Past SCM Practices (SBD 8) | | | |
| G | Certificate of Independent Bid Determination (SBD 9) | | | |
| H | Submission of Company Profile and Technical proposal. This is important to demonstrate capacity of the bidder | | | |
| i | JV agreement (if applicable) | | | |
| | MANDATORY REQUIREMENTS | | | |
| J | Valid Certificate of Occupational Injuries and Diseases Act (COIDA), or Tender letter from Department of Labour. | | | |
| K | Proof of Registration with UIF and list of registered employees. As prescribed by the Department of Labour., or Tender letter from Department of Labour, (Submit proof with the bid document or) | | | |
| L | New employees without specialty- 100% Local Employment (O R Tambo Municipality) and as a Development Programme (a formal letter assuring compliance) | | | |
| M | Proof of registration with National Provident Fund Administration for contract cleaners (submit confirmation letter and list of currently registered employees, as prescribed by the Department of Labour with the bid document) | | | |

Failure to comply with the above mandatory requirements will invalidate the bid and the bid will not be evaluated further.

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 26/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | 22/08/2021 |
| Approved By: Specification Committee | | |
| Advert Approved By:- | | |

25.2 2nd Stage: Evaluation process – Functionality

TOOLS AND EQUIPMENT FUNCTIONALITY

Visits will be conducted to assess the tools and equipment based on the criterion below. Availability of the following items will earn the following point

| ITEM | CRITERIA | Score | Documentary Evidence | Maximum Weight |
|----------|---|--|---|----------------|
| 1 | Previous experience in Cleaning Services provided in South Africa and cleaners with experience | | | 30 |
| 1.1 | Experience of the Service Provider (entity) in providing industrial cleaning services in Public/Private sector or contract of the similar magnitude. (Tertiary institutions, shopping malls etc.) | Less than 2yrs – 0 2-3 years = 5 4-5 years = 10 6+ years = 20 | Client reference letters on client's letterheads clearly indicating value, start and end dates of contract. | 20 |
| 1.2 | Cleaners with experience on similar contracts/services | 12 cleaners with the minimum of 0 to 3 years = 3 | Database with a minimum of 12 cleaners reflecting years of experience to be submitted with the Bid document. The winning bidder will be subject to verification | 10 |

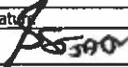
TOOLS AND EQUIPMENT REQUIRED

| EQUIPMENT REQUIRED | UNIT | POINTS ALLOCATED PER UNIT | UNIT EXPECTED | TOTAL POINTS |
|--|------|---------------------------|---------------|--------------|
| 1. Polishing machine(with striping and polishing(pads) | 1 | 5 | 3 | 15 |
| 2. Mop red with aluminum handle | 1 | 1 | 6 | 6 |
| 3.Mop blue with aluminum handle | 1 | 1 | 6 | 6 |
| 4.Mop white with aluminum handle | 1 | 1 | 6 | 6 |
| 5 Janitorial trolleys. | 1 | 2 | 6 | 12 |
| 7. Lobby Brooms with mobile dust pan | 1 | 1 | 6 | 6 |
| 8. Sweeper Mop | 1 | 1 | 6 | 6 |
| 9. Colour coded Disposable dusting cloth set (red, blue, white) | 1 | 1 | 13 | 13 |

Cleaning at OR TAMBO DISTRICT EMS

Page 18 of 84

E:\FINAL EMS CLEANING SERVICES AUGUST 2021.docx

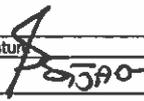
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| | | | | |
|--------------------------------------|---|---|----|------------|
| 10. Squeegee(window adjustable) 2.1m | 1 | 1 | 6 | 6 |
| 9.Wet floor signage | 1 | 1 | 7 | 7 |
| 10. Spray bottle with trigger | 1 | 1 | 30 | 30 |
| 11.Hoover-Multi purpose | 1 | 2 | 3 | 6 |
| Total Points | | | | 119 |

| | |
|---------------------------|------------|
| GRAND TOTAL POINTS | 149 |
|---------------------------|------------|

NOTE:

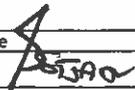
1. A bidder that scores less than 120 points threshold with respect to functionality will be regarded as submitting a non-responsive bid and will be disqualified.
2. Only bidders that obtain 120 points and above will qualify for further evaluation in terms of price and BBBEE evaluation.
3. Points scored by qualifying bidders at the functionality stage will not be taken into consideration for price and BBBEE evaluation.

| | | |
|--------------------------------------|---|------------|
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25.3 Stage 3: Price and Preference Points Evaluation

The bid will be evaluated in terms of the 80/20-point system as stipulated in the Preferential Procurement Regulations, 2011. The 80 points will be allocated for price and 20 points for attaining B-BBEE status level of contributor

- Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.

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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 bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 36 months. The bidder is further obliged for the future support while the contract is in force.

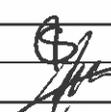
2. FEES AND CHARGES

- 2.1 The bidder shall stipulate whether the price is firm or non-firm.
- 2.2 The bidder shall stipulate the basis of adjustment for non-firm prices.
- 2.3 Price adjustment shall be allowed after the first 12 months of the contract. **Year 2 and Yr3 will be adjusted using Sectorial determination rates for Labor and CPI for other costs.**
- 2.4 Request for price increase must be supported by the documentary proof to substantiate the claim for price adjustment.
- 2.5 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
- 2.6 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

3.1 The ECDoH's operational requirements. The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

3.2 Problem identification and reporting. The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall:-

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- Without delay inform the ECDoH and the appointed ECDoH Technical Support Manager, of all incidents or accidents which may occur at the relevant Complex which involve contractor's personnel;
- Co-operate fully with the ECDoH and its appointed Technical Support Manager in analyzing and investigating such incidents or accidents.

3.3 Other Service Providers The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.

3.4 Regulations and statutes The contractor 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 ECDoH may implement procedures and policies at the relevant Institution. The contractor 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 security procedures and policies applicable at the relevant Institution.

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

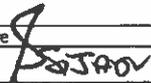
3.8 Contractor's procedures The contractor shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager:-

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

3.9 Provision of Services in clean and tidy manner. The contractor shall ensure that the Services are provided in a clean and tidy manner.

4. HAZARDOUS MATERIALS

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

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ALLOCATION OF CLEANERS

| AREA | NO OF CLEANERS |
|-----------------------------|----------------|
| Umtata Main Base | 04 |
| Tsolo | 02 |
| Tombo | 02 |
| Ngcwanguba | 02 |
| Flagstaff | 02 |
| TOTAL NO OF CLEANERS | 12 |

SERVICE UNITS:

| SECTION | SQUARE METRES | FREQUENCY | NO OF WORKERS |
|--|-------------------------|--|---------------|
| Umtata Main Base (Includes guard room and sluice room with wash bay). | 702 m ² , | 5 days a week, 8 hours a day(Monday to Friday) and 4 hours starting from 0800h to 1200h on Saturdays and Sundays | 04 |
| Tsolo base (includes guard room and sluice room with wash bay). | 202 m ² , | 5 days a week, 8 hours a day | 02 |
| Tombo Base (includes guard room | 199.94 m ² , | 5 days a week, 8 hours a day | 02 |

Cleaning at OR TAMBO DISTRICT EMS
Page 39 of 84

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| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
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and the proof to be provided.

BASIC TOOLS TO BE USED

| TOOLS DESCRIPTION |
|---|
| 1. Polishing machine |
| 2. Mops, Red, Blue, White |
| 3. Janitor trolleys |
| 4. Sweeper mop |
| 5. Stripping pad |
| 6. Stripping roller |
| 7. Window Squeegee 2.1m |
| 8. Wet floor signage |
| 9. Dusting cloths |
| 10. Feather dust + Lobby broom with dustpan |
| 11. Hoover-Multi purpose |

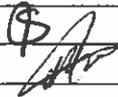
5.5.6 SERVICE LEVEL AGREEMENT ELEMENTS

The following elements will be reflected in the Service Level Agreements with penalties with for noncompliance. Service providers will be provided with 100 demerit points from which transgressions will be reduced. Upon reaching 0 (zero) the contract will be terminated

| No. | Description | Penalty | Demerit points |
|-----|---|---------------------------|-------------------|
| 1. | Use of cleaning agents not complying with standards and/or Specification/Terms of reference | R2,000.00 per incident | 20 per incident |
| 2. | Noncompliance with cleaning programme | R1,000.00 per occurrence | 10 per occurrence |
| 3. | Noncompliance with deep cleaning programme | R3,000.00 per occurrence | 30 per occurrence |
| 4. | Failure of infection control due to inadequate cleaning processes | R15,000.00 per occurrence | 30 per occurrence |
| 5. | Failure of infection control due to inadequate cleaning processes in high risk areas (Theatres Isolation wards and Emergency areas, High cares, Maternity and Neonates | R20,000.00 per occurrence | 40 per occurrence |
| 6. | Failure to comply with reactive cleaning requirements | R2,000.00 per incident | 20 per incident |
| 7. | Failure to comply with the registration requirements of the pest control officer/service provider | R10,000.00 per occurrence | 10 per occurrence |
| 8. | Pest infestation due to inadequate control measures | R10,000.00 per occurrence | 10 per occurrence |

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| No. | Description | Penalty | Demerit points |
|-----|---|------------------------|-----------------|
| 9. | Non removal of waste as specified | R1000,00 per incident | 10 per incident |
| 10. | Inability to control consumables and material. | R1,000.00 per incident | 10 per incident |
| 11. | Use of unsafe equipment non-complying to Occupational Health and Safety Act. | R1,000.00 per incident | 10 per incident |
| 12. | Unsafe handling of equipment. | R500.00 per incident | 5 per incident |
| 13. | Failure to create and update maintenance folders on equipment. | R1,000 per incident | 10 per incident |
| 14. | Non availability of replacement equipment. | R5,000 per incident | 10 per incident |
| 15. | Non-submission of HR files/dummy files consisting of Id Documents, Qualifications, appointment letters indicating remuneration and Medical screening records within 2 months. | R10 000 per incident | 25 per incident |
| 16. | Non submission of monthly payrolls duly by employees and verified attendance registers. | R10 000 per incident | 25 per incident |
| 17. | None attendance of quarterly strategic feedback meetings by company Director with the Hospital Facilities Management. | R20 000 per incident | 40 per incident |

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**Schedule A
Government Procurement
General Conditions of Contract**



exure 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.

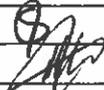
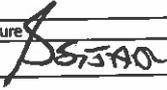
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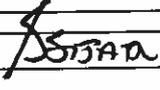
TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

| | Signature | Date |
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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.

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1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

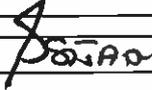
1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of

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the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

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

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

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

3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser

shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

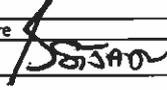
3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and Terms of Reference.

5. Use of Contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

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5.1 except for purposes of performing the contract.

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

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

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

7. Performance Security

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

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

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

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

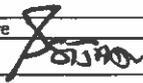
(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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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

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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.

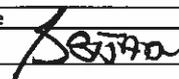
13. Incidental Services 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (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

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- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and Terms of Reference of the spare parts, if requested.

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

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

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

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

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

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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

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SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract

Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

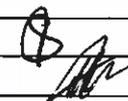
21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to

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return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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

23. Termination for default

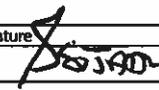
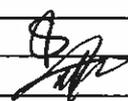
23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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

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

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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

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25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in

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- 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.

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Part 5 – Schedule B
CSD REGISTRATION CERTIFICATE

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING:-

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

| | Signature | Date |
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**Part 5 - Schedule C
Pricing Schedule**

ECBD 3.1

PRICING SCHEDULE

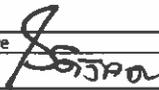
NB Bidders must comply with the Department of Labour gazette rates for Sectoral Determination 1. Pricing must be in line with Sectoral Determination 1.

| | |
|--|--|
| NAME OF BIDDER: | BID NO.: SCMU3-21/22-0203-EMSOR |
| CLOSING TIME 11:00 ON THE 20 SEPTEMBER 2021 | |

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

NB: USE BLACK INK TO FILL IN THIS FORM **PRICE MUST BE INCLUSIVE OF VAT**

| SITES | No of Cleaners | Unit Price per month |
|--|----------------|----------------------|
| Umtata Main Base | 04 | R |
| Tsolo base | 02 | R |
| Tombo Base | 02 | R |
| Ngcwanguba Base | 02 | R |
| Flagstaff | 02 | |
| TOTAL PRICE FOR ALL 12 CLEANERS FOR ONE MONTH | R | |
| PRICE FOR CLEANING MATERIAL FOR ALL 05 BASES FOR A PERIOD OF ONE MONTHS | R | |
| OVERHEADS FOR ONE MONTHS OF 05 BASES | R | |
| SUB-TOTAL(12 CLEANERS, CLEANING MATERIAL,OVERHEADS PER MONTHS | R | |

| | | |
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| | |
|--|---|
| VAT(ONLY VAT VENDORS) | R |
| TOTAL BID PRICE= (SUB-TOTAL+VAT X 36 MONTH PERIOD) | R |

Price in words:

Signature of authorized member of bid company

Name of authorized member of bid company

Date:

GENERAL NOTE TO BIDDERS:

- Bidders should note that the Department reserves the right to execute the contract as whole or only parts thereof.
- If blanks are left it will be deemed to be included in the price of another item
- The total tendered price will be deemed the final price and item prices shall be adjusted in collaboration with the Facilities Manager in case of omissions and arithmetic errors.
- Topping up of staff which emanates from retirement and death of government personnel will be done by the service provider and must be incorporated in a separate invoice.

| | | |
|--|-----|--|
| Please Confirm that you are authorized by your company to sign this form by signing next to the YES. | YES | |
|--|-----|--|

| Signed | Authorized Signatory 1 | Authorized Signatory 2 |
|----------|------------------------|------------------------|
| Name | | |
| Position | | |
| Date | | |

| | | |
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| Drafted by: | Signature  | Date 20/08/2021 |
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| INFORMATION REQUIRED FROM THE BIDDER | | | |
|---|---------------|--|------------|
| Do you fully comply with in relation to remuneration determined by the Department of labor? | Yes/No | | |
| Remuneration for cleaner | Min | | Max |
| Remuneration for cleaning supervisor | Min | | Max |
| Remuneration for waste manager | Min | | Max |
| Remuneration for Cleaning Manager | Min | | Max |
| FAILURE TO POPULATE ABOVE TABLES MIGHT INVALIDATE YOUR BID | | | |

Name of authorized bidder: _____

Signature: _____

Date: _____

| | Signature | Date |
|--------------------------------------|---|------------|
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Please indicate what percentage (%) of the following makes up your cost structure (indicate where applicable):

| Cost Element | Percentage (%) |
|-------------------------------------|----------------|
| Labor | |
| Material: | |
| Imported | |
| Local | |
| Cost Element | Percentage (%) |
| General & Administrative Overheads: | |
| Fixed | |
| Variable | |
| Transport | |
| Other (Specify) | |
| Profit | |

- Does offer comply with Terms of Reference? *YES/NO
- If not to Terms of Reference, indicate deviation(s)
.....
- Period required for delivery after issuing and order
-
*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be included in the bid price)

Note: Prices must be inclusive of Vat. All delivery costs must be included in the bid price, for delivery at the prescribed destination

| | Signature | Date |
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PRICE ADJUSTMENTS

NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

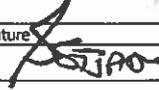
- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR (D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

| | | |
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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--|
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|--|---|---|---|
| | | | |
| | | | |
| | | | |

| | Signature | Date |
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**Part 5 – Schedule D
Declaration of Interest**

SBD 4

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:

| | Signature | Date |
|--------------------------------------|-----------|------------|
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Name of state institution to which the person is connected:

Position occupied in the state institution:

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between 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:
.....
.....
.....

| | Signature | Date |
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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 STATE 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

| | | |
|--------------------------------------|---|------------|
| | Signature | Date |
| Drafted by: |  | 20/08/2021 |
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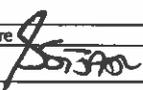
Part 5 – Schedule E
Declaration of Bidder's Past Supply Chain Management Practices

SBD 8

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 audi alteram partem 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)? <i>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.</i> | 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"/> |

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | |
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| | | | |
|-------|---|---------------------------------|--------------------------------|
| 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: | | |

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

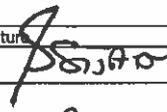
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

| | | |
|--------------------------------------|---|------------|
| | Signature | Date |
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | |
| Approved By: Specification Committee | | 20/08/2021 |
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**Part 5 – Schedule F
Qualifications and Experience**

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

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

Description of Contract Period Contact Person & Tel No.

(Please provide contactable reference)

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

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

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

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

.....
NAME IN CAPITALS

In the presence of :

1.

2.

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | |
| Approved By: Specification Committee | | 20/08/2021 |
| Advert Approved By:- | | |

**Part 5 – Schedule G
Organization type**

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

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

1. NAME _____
ADDRESS : _____
ID NUMBER: _____

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

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

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

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

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

.....
NAME IN CAPITALS

In the presence of :

1.

| | | |
|--------------------------------------|---|------------|
| | Signature | Date |
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | 20/08/2021 |
| Approved By: Specification Committee | | |
| Advert Approved By:- | | |

2.

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | |
| Approved By: Specification Committee | | 20/08/2021 |
| Advert Approved By:- | | |

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

1. Physical address of supplier's office

1 Telephone No of office: _____

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

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

.....
NAME IN CAPITALS

In the presence of :

1.

2.

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | 20/08/2021 |
| Approved By: Specification Committee | | |
| Advert Approved By:- | | |

**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 Stamped 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: _____

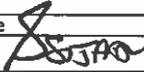
| FINANCIAL POSITION OF BIDDER | |
|--------------------------------------|--|
| | <p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to 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.

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | 20/08/2021 |
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| Advert Approved By:- | | |

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (c) Price; and
 - (d) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

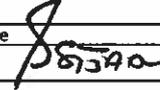
| | POINTS |
|--|--------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTION | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | 20/08/2021 |
| Approved By: Specification Committee | | |
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- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 2021/08/24 |
| Recommended by: Programme Manager | | |
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| Advert Approved By:- | | |

Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

(r) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
ADJUDICATION USING A POINT SYSTEM

- 2.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored must be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

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 comparative price of bid under consideration

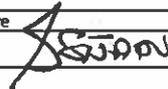
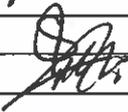
P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

4.1 In terms of Regulation 5 (2) and 6 (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 | 8 | 14 |

| | Signature | Date |
|--------------------------------------|--|------------|
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
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| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 4.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 4.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

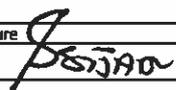
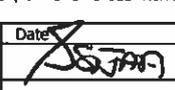
5. BID DECLARATION

- 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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn

| | Signature | Date |
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| Advert Approved By:- | | |

affidavit.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

(1)

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 contribution indicated in

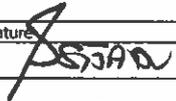
| | | | |
|--------------------------------------|---|------|------------|
| Drafted by: | Signature  | Date | 20/08/2024 |
| Recommended by: Programme Manager | | | |
| Reviewed by:- |  | | |
| Approved By: Specification Committee | | | 20/08/2024 |
| Advert Approved By:- | | | |

paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 | |
| | |
| | |

| | | |
|--------------------------------------|--|------------|
| | Signature | Date |
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | |
| Approved By: Specification Committee | | 20/08/2021 |
| Advert Approved By:- | | |

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

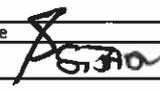
in response to the invitation for the bid made by:

(PORT ALFRED HOSPITAL)

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

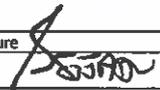
I certify, on behalf of: _____ that:
(Name of Bidder)

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.

| | Signature | Date |
|--------------------------------------|---|------------|
| Drafted by: |  | 20/08/2021 |
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| Reviewed by:- |  | 20/08/2021 |
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| Advert Approved By:- | | |

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

| | Signature | Date |
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| Advert Approved By:- | | |

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

| | Signature | Date |
|--------------------------------------|--|------------|
| Drafted by: |  | 20/08/2021 |
| Recommended by: Programme Manager | | |
| Reviewed by:- |  | 20/08/2021 |
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