



REQUEST FOR BID

BID NUMBER W11080

**Appointment of Service Provider for Rendering of
Cleaning Services to Western Cape Province (Bellville
Offices): Sigma and Spectrum Buildings for a Period of
36 Months**

CLOSING DATE:
31 January 2017

CLOSING TIME:
11:00 am

Compulsory Briefing Session

Date: 19 January 2017

Time: 10h00

Venue: Department of Water and Sanitation
54 Spectrum Building,
Voortrekker Road
Bellville
7230

SUBMIT TENDER DOCUMENT

TO

POSTAL ADDRESS:
DIRECTOR-GENERAL: WATER AND
SANITATION
PRIVATE BAG X 313
PRETORIA,0001

OR

TO BE DEPOSIT IN:
THE TENDER BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
(FORMERLY SCHOEMAN STREET)
PRETORIA,0002

TENDERER: (Company address and stamp)

TABLE OF CONTENTS

1	INVITATION TO BID (SBD 1).....	3-4
2	TAX CLEARANCE REQUIREMENTS (SBD 2).....	5
3	PRICING SCHEDULE (SBD 3.1).....	6-7
4	COMPULSORY BRIEFING SESSION CERTIFICATE.....	8
5	DECLARATION OF INTEREST (SBD 4).....	9-12
6	PREFERENCE POINTS CLAIM FORM (SBD 6.1).....	13-18
7	DECLARATION OF BIDDER'S PAST SCM PRACTICES (SBD8).....	19-20
8	CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9).....	21-23
9	GENERAL CONDITIONS OF CONTRACT.....	24-36
10	SPECIAL CONDITION OF CONTRACT.....	37-38
11	BEE REPORTING.....	39
12	TERMS OF REFERENCE AND EVALUATION CRITERIA ().....	40-62

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DWS

BID NUMBER: **W11080** CLOSING DATE: **31 January 2017** CLOSING TIME: **11:00**

DESCRIPTION: Appointment of Service Provider for Rendering of Cleaning Services to Western Cape Province (Bellville Offices): Sigma and Spectrum Buildings for a Period of 36 Months

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:

**Private Bag x313,
Pretoria,
0001**

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**Tender Box, Zwamadaka Building
157 Francis Baard Street (Formerly Schoeman),
Pretoria
0001**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS.....

VATREGISTRATIONNUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT
(CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM
(SANAS);OR.....☐

A REGISTERED AUDITOR
.....☐

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER:.....

DATE:.....

CAPACITY UNDER WHICH THIS BID IS
SIGNED.....

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Department of Water and Sanitation

Contact Person: Mr. Syabonga Ngidi

Tel: 012 336 6611

Fax: 086 459 0176

E-mail address: ngidis@dws.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Ntombizodwa Matiso or Keneiloe Ntshingane

Tel: 021 941 6098 or 021 941 6006

E-mail address: matison@dwsgov.za or ntsinganek@dws.gov.za

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Jeyrel:\Mdk416-SBD2 tax clearance

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: W11080
Closing Time 11:00	Closing date: 31 January 2017

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

1. Price structure

1.1 Salaries (per month)

	(A) PER SUPERVISOR	(B) PER CLEANER
Basic Salary	R.....	R.....
UIF	R.....	R.....
COIDA	R.....	R.....
Leave Pay	R.....	R.....
Sick Leave	R.....	R.....
Workman Compensation	R.....	R.....
Pension Fund	R.....	R.....
Bonus	R.....	R.....
Overtime allowance	R.....	R.....
Any other allowance/s	R.....	R.....
Total monthly cost per	(A) R.....	(B) R.....

1.1.1 Total cost for salaries per month (All cleaners & Supervisor) R.....

1.1.2 Total cost for cleaning consumables per month R.....

1.1.3 Total cost for overheads per month (including profit) R.....

Total costs per month R.....

TOTAL TENDER PRICE (All Inclusive) R.....

- Required by: Department of Water and Sanitation
- At: No 3 Blanckenberg Road
Sigma Building, Bellville, 7530
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)?
*YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable



COMPULSORY BRIEFING SESSION ATTENDANCE CERTIFICATE

W 11080: Appointment of Service Provider for Rendering of Cleaning Services to Western Cape Province (Bellville Offices): Sigma and Spectrum Buildings for a Period of 36 Months

This certificate serves to confirm that the representative of the below mentioned company attended the compulsory briefing session on 19 January 2017 as required for the above mentioned bid W11080 as issued by the Department of Water and Sanitation.

On behalf of the company

Name of Representative:

Bidder Name:

Signature:

Date:.....

Department of Water and Sanitation confirmation:

Name of official: Syabonga Ngidi

Position: SCM PRACTITIONER

Signature:

SCM OFFICIAL STAMP

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - Identity Number:.....
 - 2.2 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.3 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.4 Tax Reference Number:.....
 - 2.5 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

.....

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

YES/NO

2.10.1 If so, furnish particulars.

.....

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

YES/NO

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 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 **90/10** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
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

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

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	16
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 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"/>
-----	--------------------------	----	--------------------------

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 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

.....

.....

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 of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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
Js365bW

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

—
(Name of Institution)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT.

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

- 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**
- 33. National Industrial Participation Programme (NIPP)**
- 34. Prohibition of restrictive practices**
- General Conditions of Contract**

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

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

2. Application.

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights.

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract .Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly

exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, SBD 6.1 or 6.2, SBD 8, SBD 9 and SCC**)
- 35.5 All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6 If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dwa.gov.za
- 35.7 Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 **Failure to submit original and valid Tax Clearance Certificate shall invalidate your bid.**
- 35.9 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.10 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.11 All bid documents should be hand delivered and deposited in to the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.12 Only signed, original documents will be accepted.

36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

.....
...

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation

Witness Name & Surname:

Date

Signature:

Address (Physical):

TRADING NAME:_____

CONTACT PERSON:_____

CONTACT NUMBER: _____

CLOSING DATE:_____



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

This template must be completed by the bidder

TENDER NUMBER		
SERVICE /PROJECT DESCRIPTION		
NAME OF BIDDER		
TENDER AMOUNT		
BBBEE LEVEL		
COMPANY'S COMPOSITION OF EXISTANCE		
	% OWNERSHIP	TOTAL NUMBER
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		
PARTICIPATION IN PROJECT IMPLEMENTATION		
	TOTAL NUMBER	LEVEL OF PARTICIPATION (eg Project Management, Technical, Administrative)
WOMEN		
PEOPLE WITH DISABILITIES		
BLACK MALES		
YOUTH		

Please note that this information is for reporting purposes only, and will not prejudice the company in anyway nor will it be considered as an evaluation tool.

Name:.....

Position:.....

Signature:.....Date:.....



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Terms of References

Appointment of Service Provider for Rendering of Cleaning Services to Western Cape Province (Bellville Offices): Sigma and Spectrum Buildings for a Period of 36 Months

1. PURPOSE

- 1.1 The purpose of this bid is to procure and appoint a reliable and competent company that would render services in respect of cleaning services to Department of Water and Sanitation (Western Cape Provincial Office) at Spectrum and Sigma buildings situated respectively at 52 Voortrekker Road and 3 Blanckenberg Road, Bellville.

2. BACKGROUND INFORMATION

- 2.1.1 Corporate Services is a Sub-Directorate within the establishment Western Cape Chief Directorate of Department of Water and Sanitation. Its function is to create an improved physical working environment and provide a secure office accommodation for all the officials within the establishment of Western Cape Province.
- 2.1.2 According to Section 8(1) of Occupational Health and Safety Act (Act 85 of 1993), as amended; the Department is required to provide and maintain, as far as reasonably practicable a working environment that is safe and without risk to the health and its employees.

3. SCOPE OF SERVICES TO BE RENDERED

3.1 Specifications

3.1.1.1 The appointed service provider shall be required to render cleaning services to Western Cape Provincial Office: Spectrum and Sigma buildings, Bellville.

3.1.1.2 Cleaning tasks and duties shall be performed at eight (8) floors (from ground floor to eighth floor) of Sigma building and ground until fifth (5th) floor of Spectrum building excluding first floor.

3.1.1.3 The area size of **Sigma buildings 3085 m²** which consists of common areas, toilets, reception area, closed offices, kitchens, registry and conference rooms.

3.1.1.4 The full description of areas to be cleaned is as follows:

• Kitchens	: x 9	: 70 m ²	: Ceramic tiles
• Conference rooms	: x 6	: 192m ²	: Carpet floors
• Registry	: x 2	: 134m ²	: Ceramic tiles/ carpet
• Closed offices	: x 108	: 2268 m ²	: Carpet floors
• Other areas/passage	: x 8	: 358m ²	: Ceramic /carpet floors
• Ablution facilities	: x 9	: 63 m ²	: Ceramic tiles

3.1.1.5 The area size of **Spectrum building is 6219 m²** which consist of common areas, toilets, reception area, closed offices, kitchens, registry and conference rooms.

3.1.2 The full description of areas to be cleaned is as follows:

- | | | | |
|-----------------------|--------|----------------------|--------------------------|
| • Kitchens | : x 10 | : 109 m ² | : Ceramic tiles |
| • Conference rooms | : x 6 | : 262m ² | : Carpet floors |
| • Registry | : x 1 | : 83m ² | : Carpet floor |
| • Closed offices | : x167 | : 3627m ² | : Carpet floors |
| • Other areas | : x 7 | : 2068m ² | : Ceramic /carpet floors |
| • Ablution facilities | : x 10 | : 70 m ² | : Ceramic tiles |

3.1.3 All cleaning services tasks and duties shall be rendered between **07H00- 16H00** Monday to Friday, excluding weekends and holidays.

3.1.4 Cleaning services beyond office hours will not be accepted unless with prior authorisation and consent with the relevant office authority.

3.2 Contract period

3.2.1 The contract shall commence and shall continue for a period of thirty six (36) calendar months from the date of commencement.

3.3 Resource requirements

For the duration of the contract, service provider shall:

3.3.1 Be expected to supply all machinery, equipment and cleaning consumables at her/his costs.

3.3.2 Solely be responsible for the maintenance and servicing of the machinery and equipment required for the execution of the cleaning service.

3.3.3 Ensure that machinery, equipment and supplies are of acceptable industrial and safety standards.

3.3.4 Supply own ladders for cleaning of windows (inside glass surfaces). After hour ladders must always be kept safe.

3.3.5 Ensure that clearly readable warning boards or signs must be visibly exhibited where needed and where the rendering of cleaning services may cause injuries to any person(s).

3.3.6 Properly monitor the usage of the consumables and ensure that there is no shortage at all times.

3.3.7 Provide eleven (11) cleaning staff that will be inclusive of the supervisor as per acceptable norm of 850m² per cleaner per day.

3.3.8 Ensure that while on duty , the cleaning staff are at all times:

- Carries themselves in a professional and co-operative manner.
- Under full supervision by the appointed supervisor.
- Wearing name tags depicting the name of the company.
- Clothed in a full distinctive and safety compliant uniform with clear branding of the company name.
- Each cleaning staff has necessary equipment(broom, mop trolley, scrubbing brush, bucket, furniture polish, multipurpose cleaner, dusters, scourers and all the necessary cleaning material.

- 3.3.9 Ensure that draws up the timetables, work schedules and immediately reports defects in and to the areas concerned; e.g. broken mirrors, blocked toilets/urinals, broken windows, leaking areas, pests etc. immediately.
- 3.3.10 On a monthly basis, supply -:
- a summarised performance report to the DEPARTMENT on a specific problems encountered, how they were resolved and possible suggestions.
 - all other matters related to the contract agreement.

3.4 SERVICE UNDERTAKINGS

The Department shall -:

- 3.4.1 Manage the contact in a professional manner.
- 3.4.2 Reserve the right to request the SERVICE PROVIDER and his/her employees to undergo a security vetting process.
- 3.4.3 Monitor if the SERVICE PROVIDER pays his/her workers in line with Sectorial Determination and takes necessary steps against SERVICE PROVIDER if necessary.
- 3.4.4 Supply the SERVICE PROVIDER with toilet paper and hand towels for cleaning services for the duration of the contract period. It will be the responsibility of the SERVICE PROVIDER to inform the DEPARTMENT before supplies reaches low levels.
- 3.4.5 Provide the SERVICE PROVIDER with storage facilities to safe keep his/her machinery for the duration of the contract period.
- 3.4.6 Not accept any responsibility for the damages suffered by SERVICE PROVIDER and his/her staff that happens during the execution of the services.
- 3.4.7 If necessary, point out and request the withdrawal of a staff with undesirable performance or who is/are considered posing safety, health or security risk to employees of the DEPARTMENT.

The SERVICE PROVIDER shall -:

- 3.4.8 Provider workers that are knowledgeable, skilled and qualified for rendering cleaning services.
- 3.4.9 Comply with DEPARTMENT's security and OHS policies, procedures and regulations.
- 3.4.10 Render cleaning tasks and duties of acceptable quality in a courteous, professional manner and to the best satisfaction of the DEPARTMENT.
- 3.4.11 Manage internal disputes among his/her staff in a manner that will not affect the DEPARTMENT.

3.4.12 Carry out cleaning tasks and duties as follows -:

DAILY

SERVICE PROVIDER ensure that on daily basis ; the following cleaning tasks and duties are carried out and to the satisfaction of the DEPARTMENT -:

a) COMMON AREAS

- ❖ Floors must be swept and washed.
- ❖ Stains on the floor, dirt and finger marks on metal doorknobs, door frames and railings and electrical switches must be removed with damp cloth.
- ❖ Glass doors and surfaces must be washed with grease removing agent and equipment that will not damage the surface.
- ❖ Dust and wipe windowsills, windows handles and burglars.
- ❖ Accidental spillage must be cleaned off immediately or on request.

b) RECEPTION AREAS

- ❖ Dust bins must be emptied and cleaned with an approved disinfectant. All removed rubbish must be placed in a plastic bag and dumped at a specified area.
- ❖ Carpets must often be swept/ vacuumed around the entrance and reception area.
- ❖ Tiled floors must be swept, mopped and dirty spots and marks be removed with an approved agent / disinfectant that will not damage the surface
- ❖ Reception desk must be dusted and wiped clean up to the eye level, with a soft cloth.
- ❖ Stains on the floor, dirt and finger marks on metal doorknobs, door frames and railings and electrical switches must be removed with damp cloth.
- ❖ Glass doors and surfaces must be washed with grease removing agent and equipment that will not damage the surface.
- ❖ Accidental spillage must be cleaned off immediately or on request.

c) TOILET ROOMS/ABLUSION FACILITIES

- ❖ Dust bins must be emptied and cleaned with an approved disinfectant. All removed rubbish must be placed in a plastic bag and dumped at a specified area.
- ❖ Stains on the floor, dirt and finger marks on metal doorknobs, door frames and railings and electrical switches must be removed with damp cloth.
- ❖ Stains on walls must be washed with cleaning agent and water to which a sufficient amount of an approved disinfectant has been added.
- ❖ Toilet pans, seats, seat covers, urinals, wash basins, towel railings and taps must be cleaned with approved agent / disinfectant.
- ❖ Metal fittings, visible pipe connections and mirrors must be sanitised and

polished.

- ❖ Tiled floors must be swept, mopped, dirty spots and marks be removed with an approved agent/disinfectant that will not damage the surface.
- ❖ Enamel / paint surfaces must be cleaned with an approved disinfectant. No abrasives may be used.
- ❖ An approved agent should be put in toilet to prevent deposits forming.
- ❖ Toilet consumables (toilet paper and hand towels etc.) must be replenished.

d) KITCHENS AND TEA ROOMS

- ❖ Cutlery, crockery must be collected from officials, washed and returned to such officials. Service provider workers must apply care and diligence when handling crockery and cutlery.
- ❖ Dust from the windowsills, window handles and burglar bars must be wiped clean with a damp cloth.
- ❖ Glass doors must be washed with grease removing agent and equipment that will not damage the surface.
- ❖ Stains, dirty marks and finger marks on metal doorknobs, doors, door frames , railings and electrical switches must be wiped clean with a damp cloth and grease removing agent
- ❖ Tiled floors must be swept, mopped and dirty spots and marks be removed with an approved agent / disinfectant that will not damage the surface.
- ❖ Dustbins must be emptied and sanitised with an approved disinfectant. All the removed rubbish must be placed in the plastic bags and be dumped at a specified area
- ❖ Accidental spillage must be cleaned off immediately or on request.

e) FOOD SERVICE

Before commencement of any meeting, training and workshops must be prepared and cleaned afterwards.

- ❖ Fresh water must be provided before and during the meeting, training and workshop breaks.
- ❖ Fresh water must be provided to all officials in the morning, midday and after lunch.
- ❖ Crockery and cutlery should be collected from the officials in the mornings, mid-mornings and after lunch, washed and be returned to such officials.
- ❖ Washing of dishcloths and table cloths daily and deep soaking once weekly.
- ❖ Stocktaking of crockery and cutlery (cups, saucers, small plates and tea pots etc.) used during the meeting, training or workshop and returned to Facilities Management section.

<p>f) CONFERENCE ROOMS</p> <ul style="list-style-type: none"> ❖ Dustbins must be emptied and sanitised with an approved disinfectant. All the removed rubbish must be placed in the plastic bags and be dumped at a specified area. ❖ Dust and wipe clean the contents of the office / room up to the eye level with a soft cloth (i.e. desks/ open shelves/ cupboards and other furniture). ❖ Stains, dirty marks and finger marks on metal doorknobs, doors, door frames, railings and electrical switches must be wiped clean with a damp cloth and grease removing agent. ❖ Chairs and tables in the conference rooms must be re-arranged after use and whiteboards must be wiped clean after meetings, workshops or trainings. ❖ Tiled floors must be swept, mopped and dirty spots and marks be removed with an approved agent / disinfectant that will not damage the surface.
<p>g) OTHER GLASS DOORS AND INTERLEADING PASSAGES</p> <ul style="list-style-type: none"> ❖ Remove stains, dirty marks and finger marks on metal doorknobs, door frames, railings, electrical switches with a damp cloth. ❖ Sweep / vacuum passages carpets when there is need / dirty. ❖ Wash glass doors with a grease removing agent and equipment that will not damage the surface and polish. ❖ Dust and wipe windowsills, window handles and burglars.
<p>OFFICES AND WORKSTATIONS (CLOSED AND OPEN PLAN)</p> <ul style="list-style-type: none"> ❖ Dustbins must be emptied and sanitised with an approved disinfectant. All the removed rubbish must be placed in the plastic bags and be dumped at a specified area. ❖ Carpets must often be swept/ vacuumed around the entrance and reception area ❖ Dust and wipe clean the contents of the office / room up to the eye level with a soft cloth (i.e. desks/ open shelves/ cupboards and other furniture). ❖ Stains, dirty marks and finger marks on metal doorknobs, doors, door frames, railings and electrical switches must be wiped clean with a damp cloth and grease removing agent. ❖ Glass / wooden doors must be washed with grease removing agent and equipment that will not damage the surface. ❖ Accidental spillage must be cleaned immediately or on request.
<p>SERVICE PROVIDER -: Agrees / Do not agree -:</p>
<p>WEEKLY</p>
<p>SERVICE PROVIDER shall ensure that every week ; the following cleaning duties are carried out and to the satisfaction of the DEPARTMENT -:</p>

- ❖ Polish all wooden furniture with an approved furniture polish. This must not be greasy, not contain propellant alleged to damage ozone and after it has been applied it must trap dust and not leave fatty residue.
- ❖ Polish all metal doorknobs and window stoppers with an approved metal polish.
- ❖ Parts of furniture that are covered with leather or bonded leather must be cleaned with a damp cloth and be polish with correct approved polish.
- ❖ Sweep and thoroughly vacuum all carpets / rugs. Clean marks / remove stains if not permanent and if carpet was is necessary. Care must be taken in the use of cleaning detergents that can damage or discolour the carpet.
- ❖ Carpets must not be wet in access and occupiers must not walk on wet carpets.

SERVICE PROVIDER -: Agrees / Do not agree-:

QUARTERLY

SERVICE PROVIDER shall ensure that every three (3) months, the following cleaning duties are carried and to the satisfaction of the DEPARTMENT -:

- ❖ All kitchen cupboards must be cleaned and dusted inside.
- ❖ All blinds must be steam cleaned.
- ❖ All chairs with cloth covering must be cleaned inside and out.
- ❖ All inside glass surfaces and widows of the building excluding those glass doors shall be cleaned with grease removing agent and equipment that will not damage the surface and shine.
- ❖ The SERVICE PROVIDER shall convey the suitable date for cleaning of inside glass surfaces and windows of buildings to the DEPARTMENT in writing and in advance.
- ❖ Sweep, clean and scrub indoor and outdoor cement area with floor cleaning chemicals and water and polish with a slip free agent.

SERVICE PROVIDER -; Agrees /Do not agree



SPECIAL CONDITIONS OF CONTRACT

RENDERING OF CLEANING SERVICES TO DEPARTMENT OF WATER AND SANITATION: WESTERN CAPE, BELLVILLE: SIGMA AND SPECTRUM BUILDINGS FOR A PERIOD OF 36 MONTHS

1. PRICE

1.1 All prices as stated on the bid document must be inclusive of VAT. Initial prices agreed upon in the agreement will be valid for the contract period from day this contract comes into effect.

1.2 The DEPARTMENT will only consider price adjustments based on labour legislation that may not exceed CPI and are communicated to the DEPARTMENT in writing with proof of documentation attached.

2. BACKGROUND INFORMATION

2.1 The DEPARTMENT will not provide upfront payments. Payments will be made once monthly upon receipts of an original invoice from the SERVICE PROVIDER.

2.2 The DEPARTMENT will make payment within 30 calendar days from date of receipt of an accurate and complying original invoice, by depositing the payment directly into the bank account of the SERVICE PROVIDER.

2.3 Payment will be done on condition that:

2.3.1 Services rendered were satisfactory to the DEPARTMENT and as per TERMS of Reference and Special Conditions on Contract.

2.3.2 SERVICE PROVIDER submit proof that she/he has paid their employees in terms of Second Wage Amendment Act, 1981 (Act No 58 of 1993) for the month during which services were rendered.

2.4 An original Invoice must be submitted on the last working day of the month during which services were rendered.

2.5 Submitted original invoice **must reflect the following information:**

2.5.1 Bid Number and Type of services rendered

2.5.2 Departmental Purchase Order Number

2.5.3 Service Provider's company's banking details as appearing at the bank

2.5.4 A unique number for which month's services payment is claimed

2.5.5 Service Provider's full name in print

2.5.6 Signature of the Service Provider

2.5.7 SARS income tax number and VAT number (where vendors are VAT registered)

2.6 Original invoice must be submitted/delivered to:

Department of Water and Sanitation
Directorate Finance (Main)
2nd Floor
Sigma Building
3 Blanckenberg Rd
Bellville
7532

Attention: Assistant Director: Financial Accounting (Siphokazi Skungwini,
021-941 6209)

3. PRO-RATA DECREASED PAYMENT

- 3.1 If at any time services is not rendered in accordance with the conditions of contract or terms of reference (i.e. number of cleaners is incomplete), the DEPARTMENT has the right to adjust payment pro-rata.

4. UNSPECIFIED SERVICES

- 4.1 If any unspecified service required by the DEPARTMENT and payment must be made for such services, authorisation in the form of an official order form must be obtained in advance.

5. LIABILITIES AND INDEMNITY

- 5.1 SERVICE PROVIDER indemnifies the DEPARTMENT against any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person or damage or property of the bidder or any other person that may result from or be related to the execution of this contract.
- 5.2 The DEPARTMENT is indemnified from and not liable for any claim/s, injury, loss, omission by or to any of the SERVICE PROVIDER personnel, whether direct, indirect, consequential or otherwise that may have resulted directly or indirectly through any negligent or wrongful act, omission, error of any kind or nature on the DEPARTMENT part, its employees or agent.
- 5.3 The SERVICE PROVIDER must obtain public liability and professional indemnity insurance cover to the value of R1 000 000,00 each, to cover any losses that may occur while this contract is in force. The SERVICE PROVIDER must submit an insurance cover certificate to the DEPARTMENT with bid document.
- 5.4 The SERVICE PROVIDER will be held responsible for any damage or thefts that may be caused to the premises or content by him or his workers or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the DEPARTMENT against the SERVICE PROVIDER.
- 5.5 In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the service, SERVICE PROVIDER undertakes to rectify the damages immediately to the satisfaction of the DEPARTMENT.
- 5.6 If the SERVICE PROVIDER fails to act immediately after notification, the DEPARTMENT will rectify the damage at will and the costs thereof will be recovered from any payments outstanding.

6. UNDERPERFORMANCE/NON-COMPLIANCE

- 6.1 The DEPARTMENT may have progress reviews with the SERVICE PROVIDER and should the DEPARTMENT be dissatisfied with the service rendered, corrective action will be proposed which shall be undertaken by the SERVICE PROVIDER within the agreed specified period.
- 6.2 Should the DEPARTMENT not be satisfied with the services from the SERVICE PROVIDER; the complaint will be given to the contractor in writing. After the third non-compliance, the DEPARTMENT can make a decision to terminate the contract.

7. TRANSFER/BREACH OF CONTRACT

- 7.1 SERVICE PROVIDER shall not abandon, transfer, assign or sublet a contract or part of thereof without the written permission of the DEPARTMENT. The DEPARTMENT will only do this action on the approval of the request.
- 7.2 If the service is interrupted or temporarily suspended as a result of Labour disputes, civil revolt, a local or national disaster or any other cause above the control of the SERVICE PROVIDER, the parties must mutually agree on the method to continue with essential services.

8. TERMINATION OF SERVICES

- 8.1 In cases of any failure to comply with any of the conditions of the contract or where an unsatisfactory rendering of services, the stipulations of the General Conditions of Contract shall apply. Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent with the DEPARTMENT.
- 8.2 The DEPARTMENT reserves the right to withdraw any part(s) of the premises as a whole from the service, with three months written notification to the SERVICE PROVIDER. Should a part of the premises be withdrawn the contract amount will be adjusted pro rata from the date of withdrawal. The SERVICE PROVIDER will be entitled to payment up to the data of withdrawal but will not be entitled to any compensation or damages as a result of the withdrawal or termination.
- 8.3 Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force majeure (viz major) the DEPARTMENT will, in its discretion determine which part(s) of the premises cannot or should not be put to further use for the original utilisation and in respect of the unusable part(s) of the premises will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favour of the one party against the other shall result there from.
- 8.4 In respect of the remaining part(s) of the premises which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the data of such change. If the damaged premises are repaired the DEPARTMENT can request the SERVICE PROVIDER to resume rendering of services by one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

- 8.5 In cases where the SERVICE PROVIDER alienates his/her rights and liabilities in terms of this contract, he must notify the DEPARTMENT's Supply Chain Management (Contract Management Unit) immediately and in writing so that the necessary steps for the cession of the contract can be taken.

9. COMPLIANCE TO ACTS AND REGULATIONS

- 9.1 The contract shall be governed in accordance with the General Conditions of Contract and interpreted in accordance with the South African laws.
- 9.2 All statutory requirements applicable, governing and affecting contract cleaning services industry and Occupational Health and Safety must be strictly adhered to by the SERVICE PROVIDER.
- 9.3 No equipment, utensils or agents that may damage the buildings, fittings, person or contents shall be used, The DEPARTMENT reserves the right to request pre-observation of such equipment, utensils or agents and reject those that are not deemed safety to use.
- 9.4 SERVICE PROVIDER and his workers shall under no circumstances make use of fire hose reels or fire extinguishers on the site in the activities attached to the rendering of cleaning and hygienic services.

10. NOTICES AND CORRESPONDENCE

- 10.1 For purposes of efficient communication and management of the contract, the SERVICEPROVIDER is expected to provide the name, physical address, e-mail, contact and/or telephone numbers of their offices and person in authority.

11. CONTRACT ADMINISTRATION

- 11.1 The SERVICE PROVIDER shall advice the DEPARTMENT when unforeseen circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delays must be furnished.
- 11.2 Corporate Services within Western Cape Provincial Office: Spectrum and Sigma buildings, Bellville shall be responsible for the co-ordination of the services. The physical address is as follows:

Department of Water and Sanitation
Directorate Finance (Main)
2nd Floor
Sigma Building
3 Blanckenberg Rd
Bellville
7532



EVALUATION CRITERIA

RENDERING OF CLEANING SERVICES TO DEPARTMENT OF WATER AND SANITATION: WESTERN CAPE, BELLVILLE: SIGMA AND SPECTRUM FOR A PERIOD OF 36 MONTHS.

1. ADMINISTRATIVE COMPLIANCE

Please note that all bidders must comply with the following administrative compliance

No.	Name of the document that must be submitted	Requirements
1	Invitation to bid –SBD 1	Please complete and sign the supplied proforma document.
2	Registration with Central Supplier Database as per National Treasury SCM Instruction 4 of 2015/17 par 5.2	Attach proof of print out as proof of registration or supplier number.
3	Pricing Schedule –SBD3.1	Please submit full details of pricing proposal.
4	Declaration of Interest–SBD 4	Please complete and sign the supplied proforma document.
5	Preference Point Claim Form–SBD 6.1	Non-submission will lead to a zero score on BEE.
7	Declaration of Bidder's Past Supply Chain Management Practices–SBD8	Please complete and sign the supplied proforma document.
8	Certificate of Independent Bid Determination –SBD 9	Please complete and sign the supplied proforma document.
9	BBBEE certificate	Non-submission will only lead to a zero score on BEE and not a disqualification.

2. EVALUATION CRITERIA

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2011. A copy of the Preferential Procurement Regulations 2011 can be downloaded from www.treasury.gov.za. In accordance with the Preferential Procurement Regulations 2011, submissions will be adjudicated on 90/10 points system and the evaluation criteria. A three phase evaluation criteria will be considered in evaluating the bid. Which is:

- Phase 1: **Mandatory Compliance**
Phase 2: **Functionality Compliance**
Phase 3: **Price and Preference Points**

2.1 Phase 1: Mandatory Compliance: Bidders are required to accurately complete and submit all documents which should form part of the bid submitted by closing date.			Take Note	
No.	COMPULSORY FORMS TO BE COMPLETED BY THE BIDDER AT CLOSING TIME OF BID	Indicate either "Yes" OR "No"		
			Yes	No
a.	Proof of Attendance of compulsory briefing session (Briefing session certificate)	Comply		
b.	Valid Certificate of Compliance with Labour(Unemployment Fund) or letter of Good Standing with Labour(UIF)	Comply		
c.	Letter of intent of Public Liability Insurance and Professional Indemnity Insurance to the minimum value of 1 million rand each	Comply		
d.	Letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993: COIDA	Comply		
e.	Compliance to the minimum wages in terms of Sectoral Determination for Contract Cleaning Industry. Financial proposal must be in line with the Sectoral Determination.	Comply		
NOTE: Omission to complete and/or submit the listed documents will render you bid non responsive and the bid will not be considered for Phase 2 Evaluation.				

1.2	Phase 2: Functionality Compliance: The applicable values that will be utilized when scoring each criterion will be values ranging from 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent Bidders must score a minimum qualifying score of 60% on functionality to qualify for further evaluation.	Take Note
CRITERIA	METHOD OF MEASURE	POINTS
EXPERIENCE, SKILLS, KNOWLEDGE, SCHEDULE OF SIMILAR WORK DONE, REFERENCE LETTERS OF COMPLETED WORK IN THE FIELD MUST BE ATTACHED	A total of three (3) reference letters for completed works (from previous or current clients) is required; the letters should be signed by an official at managerial level and above. Failure to satisfy this requirement will not be scored for these criteria. Number of years of experience shall be allocated values as follows: <ul style="list-style-type: none"> • 0 to 1 year = 1 • 2 to 3 years = 2 • 4 to 5 years = 3 • 6 to 7 years = 4 • 8 years & above = 5 	30
CAPABILITY TO CLEAN SIZE OF THE BUILDING	Square meters of bidders current past/current projects site/s to be assessed. (To be completed on Annexure A² and returned with the bid document). Square meters of bidders' current/past projects shall be allocated values as follows: <ul style="list-style-type: none"> • Less than 1 000 = 1 • 1 001 to 2 000 = 2 • 2 001 to 3 000 = 3 • 3 001 to 4 000 = 4 • 4 001 & above = 5 	30
PROFILE OF KEY PEOPLE (PROJECT MANAGER)	Qualifications: <ul style="list-style-type: none"> • No qualification = 1 • Experience in office cleaning or similar projects = 2 • Certificate in Office Cleaning = 3 • Certificate in Project Management = 4 • Tertiary Qualification = 5 Experience: <ul style="list-style-type: none"> • 0 to 1 years = 1 • 2 to 3 years = 2 • 4 to 5 years = 3 • 6 to 7 years = 4 • 8 years & above = 5 	20
PROJECT IMPLEMENTATION/ TRADE PLAN	The Project Implementation / Trade Plan must include, but not limited to the following: <ul style="list-style-type: none"> • The work method that will be followed for the execution of the contract services. 	10
CONTINGENCY PLAN	Measures to be implemented during industrial action, leave and absenteeism	5
TRAINING PLAN	Provide training strategy to be considered before and during rendering of service.	5
SITE INSPECTIONS: Site inspection will be conducted based on the provided references for current/past cleaning services projects. Bidders shall be disqualified if found to have misrepresented information on the bid documents.		
TOTAL		100

1.3 PHASE 3: Price and Preference points:**Take
Note**

- (a) Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims. Bidders should note the points may be claimed for B-BBEE terms of the Preferential Procurement Regulation, 2011.
- (b) Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 for price only and zero (0) points out of 10 for B-BBEE. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- (c) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate.
- (d) EMEs are allowed to submit a sworn affidavit obtainable from the Department of Trade and Industry website.

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)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0



KEY ASPECTS OF THE BID

RENDERING OF CLEANING SERVICES TO DEPARTMENT OF WATER AND SANITATION: WESTERN CAPE, BELLVILLE: SIGMA AND SPECTRUM BUILDINGS FOR A PERIOD OF 36 MONTHS

1. **NOTICE OF PROSPECTIVE BIDDERS:** Western Cape, Bellville office is accommodated in two (2) buildings, namely Spectrum and Sigma buildings; the total building square meters is 9304 m².
2. Prospective bidders should submit fully and accurately completed Standard Bid Documents (SBD) Forms in response to the requirements outlined in the tender document. Failure to do so will automatically be regarded as non-responsive and bid document will be disqualified.
3. All pages to the Terms of Reference, Special Conditions of Contract and attached Annexure should be fully and accurately completed, initialled in each page and attached to bid documents.
4. The following are key supporting documents to the bid document:
 - i. Detailed company profile with copies of curriculum vitae of key people;
 - ii. List of current and completed cleaning contracts over the past (5) five years with contactable references and where possible;
 - iii. Membership/registration to relevant professional cleaning association or bodies;
 - iv. A detailed Price Breakdown sheet;
 - v. Detailed list of machinery, equipment and supplies to be utilized; and
 - vi. Detailed trade plan in which amongst others, the following should be indicated:
The work method that will be followed for the execution of the contract services.
5. Certified copies must not be for a period older than three (3) months.
6. Compliance to applicable legislative requirements and proof of documentation should be submitted.
7. List of current and past cleaning services contracts must be completed / listed in attached **Annexure A²**.
8. The DEPARTMENT may request clarification or further information regarding any aspect of the bid. Prospective bidders should supply the requested information within 48 hours after the request have been made; otherwise the bidder may be disqualified.
9. All prospective bidders will be expected to attend a compulsory site inspection / briefing meeting will automatically invalidate the acceptance of the bid document(s).
10. The DEPARTMENT reserves the right to invite short-listed prospective bidders for presentations and/or cancel the bidding process at any given time.

11. Bidders must submit their bid applications at:

TENDER BOX:

DEPARTMENT OF WATER AND SANITATION
ENTRANCE OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
PRETORIA
0001

On or before 31 January 2016 at 11h00 (Telkom time). Late bid submissions will be disqualified.

12. Enquiries in respect of the bid or required services can be directed as follows:

Administrative:	Supply Chain Management	012 336 6611
Technical:	Administration Support	021 941 6098

SCHEDULE OF SIMILAR WORK DONE

Name of Client	Contract Duration	Contact Person and Office Telephone	Total cost of the project (VAT incl.)	Reference letter attached (Y/N)

NB: Department of Water and Sanitation shall verify the contents of this list directly with the references. The bidders are required to complete this table in full as it shall be the ONLY ONE used to evaluate bidders experience and capability. Bidders who fail to submit reference letters for the cleaning services shall not be scored for Functionality Criteria.

ANNEXURE C

SERVICE PROVIDER shall be expected to provide amongst others but not limited to the following machinery, equipment and consumables:

1. CLEANING MATERIALS – CONSUMABLES

- House brooms – soft bristles
- Mop head refills
- Mop handles
- Long Handled Dustpan and Brush Set
- Feather dusters (long and short)
- Gloves
- Microfiber cloths
- Yellow dusters
- Dust masks
- Refuse bags

2. CLEANING MACHINERY EQUIPMENT'S

- Industrial Vacuum Cleaners (less noise / silent)
- Disc stripping machines
- Scrubbing brushes
- Mop trolleys
- All necessary and relevant equipment

VERY IMPORTANT: Vacuum cleaners allocated must be enough to enable cleaners to vacuum in line with the requirements and total area to be cleaned.

3. CLEANING STANDARDS & NORMS

The Service Provider needs to take into account the following cleaning standards and norms which needs to be applied during the course of the service:

Cleaning detergents	<ul style="list-style-type: none">• Ammoniated liquid detergent shall comply with SABS 1225.• Acidic water bowl cleaner in powder or granule form shall comply with SABS 1256, and• Liquid acidic cleaner for sanitary ware shall comply with SABS 1257
Disinfectants	<ul style="list-style-type: none">• Disinfectant liquids of the coal tar type shall comply with SABS 47.• Disinfectants containing stabilized chlorine shall comply with SABS 643.• Detergent disinfectants based on stabilized inorganic chlorine compound shall comply with SABS 1032.• Disinfectants used for automatic dispensers to toilets and urinals shall comply with SABS

Finishes (Walls and floors)	<ul style="list-style-type: none"> • Vinyl tiles, flooring shall be cleaned in accordance with SABS 1224. • Floor sealer for vinyl flooring in accordance with SABS 1042 applied in accordance with the manufacturer's instructions. • Said ceramic tile (flooring) is to be stripped and sealed initially and on request • Ceramic tiles must be cleaned with Normal tile Cleaner • Wipe and strip wooden wall finishes with approved detergent complying with SABS 525. • Tile surfaces are to be cleaned with approved detergent complying with SABS 525. • All cleaning and maintenance of floor shall be carried out in accordance with SABS Code of Practice 0170. • Screed floor tiles to be cleaned with approved detergent complying with SABS 525. • Laminated floor covering to be cleaned with approved detergent complying with SABS 525
Carpets and carpet tiles	<ul style="list-style-type: none"> • Carpets must be vacuumed cleaned with industrial standard equipment.
Dusting, Wiping, Clean, Etc	<ul style="list-style-type: none"> • Wipe all surface areas with a clean damp cloth • All ornaments, window sills needs to be dusted • Non-slip polish to be used for the tops at reception

4. CLEANING CHEMICALS

- Floor liquid cleaner
- All-purpose Ammonium cleaner
- Dish washing liquid
- Liquid disinfectant agent
- Liquid window cleaning detergent
- Drain/trap cleaner
- General surface disinfectant/ cleaner
- Multi-purpose metal polish
- Multi-purpose furniture polish
- Carpet cleaning detergent
- Floor stripping chemical