



REQUEST FOR BID

BID NUMBER W11186

Appointment of Service Provider for Rendering of Cleaning Services to Zwamadaka, Emanzini, Sedibeng, Waterbron, Ndinaye, Continental Buildings, Roodplaat Training Centre, Resource Quality Studies, Pretoria West, Bothongo East Plaza and Praetor Forum Building for a Period of 3 Years

CLOSING DATE:
03 August 2017

CLOSING TIME:
11:00 am

Compulsory Briefing Session

Date: 24 July 2017

Time: 10h00

Venue: Department of Water and Sanitation
173 Francis Baard Street, Emanzini Building G18 Boardroom
Pretoria
0001

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	PRICING SCHEDULE (SBD 3.1).....	5-6
3	COMPULSORY BRIEFING SESSION CERTIFICATE.....	7
4	DECLARATION OF INTEREST (SBD 4).....	8-11
5	PREFERENCE POINTS CLAIM FORM (SBD 6.1).....	12-16
6	DECLARATION OF BIDDER'S PAST SCM PRACTICES (SBD8).....	17-18
7	CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9).....	19-21
8	GENERAL CONDITIONS OF CONTRACT.....	22-34
9	SPECIAL CONDITION OF CONTRACT.....	35-36
10	BEE REPORTING.....	37
11	TERMS OF REFERENCE AND EVALUATION CRITERIA ().....	38-62

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DWS

BID NUMBER: **W11186** CLOSING DATE: **03 August 2017**

CLOSING TIME: **11:00**

DESCRIPTION: Appointment of Service Provider for Rendering of Cleaning Services to Zwamadaka, Emanzini, Sedibeng, Waterbron, Ndinaye, Continental Buildings, Roodplaat Training Centre, Resource Quality Studies, Pretoria West, Bothongo East Plaza and Praetor Forum Building for a Period of 3 Years

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 Gwamanda

Tel: 012 336 6611

Fax: 086 459 0176

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Ntloedibe Mmaséfako

Tel: 012 336 7492

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

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: W11186
Closing Time 11:00	Closing date: 03 August 2017

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

SPECIFICATION

TOTAL CLEANERS PER BUILDING:

BUILDING NAME	NUMBER OF CLEANERS	NUMBER OF SUPERVISORS	NUMBER PER BUILDING
ZWAMADAKA	20	1	21
EMANZINI	24	1	25
SEDIBENG	27	1	28
WATERBRON	28	2	30
NDINAYE	10	1	11
CONTINENTAL	12	1	13
ROODEPLAAT TRAINING CENTRE	12	1	13
RESOURCE QUALITY STUDIES	8	1	9
PRETORIA WEST	7	1	8
BOTHONGO	6	1	7
PRAETOR FORUM BUILDING	5	1	6
TOTAL	159	12	171

- Required by: Department of Water and Sanitation
 - At: Pretoria
 - 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 11186: Appointment of Service Provider for Rendering of Cleaning Services to Zwamadaka, Emanzini, Sedibeng, Waterbron, Ndinaye, Continental Buildings, Roodplaat Training Centre, Resource Quality Studies, Pretoria West, Bothongo East Plaza and Praetor Forum Building for a Period of 3 Years

This certificate serves to confirm that the representative of the below mentioned company attended the compulsory briefing session on 24 July 2017 as required for the above mentioned bid W11186 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 Gwamanda

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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

1)	level certificate issued by an authorized body or person;	B-BBEE	Status
2)	prescribed by the B-BBEE Codes of Good Practice;	A sworn affidavit as	
3)	requirement prescribed in terms of the B-BBEE Act;	Any	other
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P _s	=	Points scored for price of bid under consideration
P _t	=	Price of bid under consideration
P _{min}	=	Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (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

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 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
- 35.7 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:.....



Terms of References

Appointment of Service Provider for Rendering of Cleaning Services to the Department of Water and Sanitation for a Period of 3 Years

1. **Physical address: Department of Water & Sanitation****ZWAMADAKA BUILDING****157 FRANCIS BAARD****PRETORIA****0001****Square meters: 10141.87**

2.1 Scope of cleaning contract

- (i) Number of floors: 8
- (ii) Number of toilets: 33
- (iii) Any other : One entrance (including Tender Office) 3x Parking bays

The following must be cleaned as per time indicated:

(i) Day to day basis

- (a) Tables
- (b) Dustbins
- (c) Dusting
- (d) Stairs
- (e) Entrance
- (f) Lifts
- (g) Bathrooms
- (h) Floors (washed daily)
- (i) Blinds
- (j) Glass doors

(ii) Week to week basis

- (a) Carpets (vacuumed every 2nd day) or more when need arises .

Scooping will only be used in case of emergency

(iii) Month to month basis

- (a) Windows inside
- (b) Polishing of brass window fittings
- (c) Walls
- (iv) Washing of carpets (using different methods required by the fabric of the carpet

1. **Physical address: Department of Water & Sanitation
Pretoria West
474 Carl Street
PRETORIA
0001
Square meters: 20356.95**

2.1 Scope of cleaning contract

- (i) Number of buildings: 8
- (ii) Number of toilets: 24 in 8 buildings
- (iii) Any other : One entrance

The following must be cleaned as per time indicated:

- (i) Day to day basis

- (a) Tables
- (b) Dustbins
- (c) Dusting
- (d) Stairs
- (e) Entrance
- (f) Lifts
- (g) Bathrooms
- (h) Floors (washed daily)
- (i) Blinds
- (j) Glass doors

- (ii) Week to week basis

- (a) Carpets (vacuumed every 2nd day) or more when need arises

Scooping will only be used in case of emergency.

- (iii) Month to month basis

- (a) Windows inside
- (b) Polishing of brass window fittings
- (c) Walls

- (iv) Washing of carpets (using different methods required by the fabric of the carpet)

1. Physical address: Department of Water& Sanitation

WATERBRON BUILDING

191 FRANCIS BAARD

PRETORIA

0001

Square meters: 11275.5

- 2.1 Scope of cleaning contract

- (i) Number of floors: 10
- (ii) Number of toilets: 70
- (iii) Any other : Stairs/corridors
- (iv) Reception area, Parking bay

The following must be cleaned as per time indicated:

- (i) Day to day basis

- (a) Tables
- (b) Dustbins
- (c) Dusting
- (d) Stairs
- (e) Entrance
- (f) Lifts
- (g) Bathrooms
- (h) Floors (washed daily)
- (i) Blinds
- (j) Glass doors

- (ii) Week to week basis

- (a) Carpets (vacuumed every 2nd day) or more when need arises

Scooping will only be used in case of emergency.

- (iii) Month to month basis

- (a) Windows inside
- (b) Polishing of brass window fittings
- (c) Walls

- (iv) Washing of carpets (using different methods required by the fabric of the carpet)

1. Physical address: Department of Water & Sanitation

NDINAYE BUILDING
178 FRANCIS BAARD
PRETORIA
0001
Square meters: 2900

- 2.1 Scope of cleaning contract

- (i) Number of floors: 3 (3,4 & 5 floor)
- (ii) Number of toilets: 12
- (iii) Any other : reception area , lifts and stairs

The following must be cleaned as per time indicated:

- (i) Day to day basis

- (a) Tables
- (b) Dustbins
- (c) Dusting
- (d) Stairs
- (e) Entrance
- (f) Lifts
- (g) Bathrooms
- (h) Floors (washed daily)
- (i) Blinds
- (j) Glass doors

- (ii) Week to week basis

- (a) Carpets (vacuumed every 2nd day) or more when need arises
- Scooping will only be used in case of emergency.**

- (iii) Month to month basis

- (a) Windows inside
- (b) Polishing of brass window fittings
- (c) Walls

- (iv) Washing of carpets (using different methods required by the fabric of the carpet)

1. **Physical address: Department of Water & Sanitation**
RQS BUILDING
MOLOTO ROAD
PRETORIA
0001
Square meters: 4233

2.1 Scope of cleaning contract

- (i) Number of floors: 8
- (ii) Number of toilets: 16

The following must be cleaned as per time indicated:

- (i) Day to day basis

- (a) Tables
- (b) Dustbins
- (c) Dusting
- (d) Stairs
- (e) Entrance
- (f) Lifts
- (g) Bathrooms
- (h) Floors (washed daily)
- (i) Blinds
- (j) Glass doors

- (ii) Week to week basis

- (a) Carpets (vacuumed every 2nd day) or more when need arises
Scooping will only be used in case of emergency

- (iii) Month to month basis

- (a) Windows inside
- (b) Polishing of brass window fittings
- (c) Walls

- (iv) Washing of carpets (using different methods required by the fabric of the carpet)

1. **Physical address: Department of Water & Sanitation**
CONTINENTAL BUILDING
285 BOSMAN STREET
PRETORIA
0001
Square meters: 4133

2.1 Scope of cleaning contract

- (i) Number of floors: 9
- (ii) Number of toilets: 22
- (iii) Any other : One entrance and parking bay

The following must be cleaned as per time indicated:

- (i) Day to day basis
 - (a) Tables
 - (b) Dustbins
 - (c) Dusting
 - (d) Stairs
 - (e) Entrance
 - (f) Lifts
 - (g) Bathrooms
 - (h) Floors (washed daily)
 - (i) Blinds
 - (j) Glass doors
- (ii) Week to week basis
 - (a) Carpets (vacuumed every 2nd day) or more when need arises
Scooping will only be used in case of emergency
- (iii) Month to month basis
 - (a) Windows inside
 - (b) Polishing of brass window fittings
 - (c) Walls
- (iv) Washing of carpets (using different methods required by the fabric of the carpet)

1. **Physical address: Department of Water & Sanitation
ROODEPLAAT TRAINING CENTRE
Moloto Road
PRETORIA
0001
Square meters: 9817.8**

2.1 Scope of cleaning contract

- (i) Number of floors: 06 conference rooms, 04 chalets
- (ii) Number of toilets: 30 +04 Baths
- (iii) number of kitchens : 1 + 4 mini kitchens for chalets
- (iv) 2 Computer labs, gymnasium
- (v) Security booth
- (vi) Reception area

The following must be cleaned as per time indicated:

- (i) Day to day basis

- (a) Tables
- (b) Dustbins
- (c) Dusting
- (d) Stairs
- (e) Entrance
- (f) Lifts
- (g) Bathrooms
- (h) Floors (washed daily)
- (i) Blinds
- (j) Glass doors

- (ii) Week to week basis

- (a) Carpets (vacuumed every 2nd day) or more when need arises
Scooping will only be used in case of emergency

- (iii) Month to month basis

- (a) Windows inside
- (b) Polishing of brass window fittings
- (c) Walls

- (iv) Washing of carpets (using different methods required by the fabric of the carpet)

1. **Physical address: Department of Water & Sanitation**

SEDIBENG BUILDING
185 FRANCIS BAARD STREET
PRETORIA
0001
Square meters: 16233

2.1 Scope of cleaning contract

- (i) Number of floors: 10
- (ii) Number of toilets: 65
- (iii) Any other : One entrance (including Reception area), parking bay

The following must be cleaned as per time indicated:

(i) Day to day basis

- (a) Tables
- (b) Dustbins
- (c) Dusting
- (d) Stairs
- (e) Entrance
- (f) Lifts
- (g) Bathrooms
- (h) Floors (washed daily)
- (i) Blinds
- (j) Glass doors

(ii) Week to week basis

- (a) Carpets (vacuumed every 2nd day) or more when need arise
Scooping will only be used in case of emergency

(iii) Month to month basis

- (a) Windows inside
- (b) Polishing of brass window fittings
- (c) Walls

(iv) Washing of carpets (using different methods required by the fabric of the carpet)

1. Physical address: Department of Water & Sanitation

BOTHONGO EAST BUILDING

FRANCIS BAARD STREET

PRETORIA

0001

Square meters: 3919.2

2.1 Scope of cleaning contract

- (i) Number of floors: 4
- (ii) Number of toilets: 21
- (iii) Any other : One entrance

The following must be cleaned as per time indicated:

(i) Day to day basis

- (a) Tables
- (b) Dustbins
- (c) Dusting
- (d) Stairs
- (e) Entrance
- (f) Lifts
- (g) Bathrooms
- (h) Floors (washed daily)
- (i) Blinds
- (j) Glass doors

(ii) Week to week basis

(a) Carpets (vacuumed every 2nd day) or when need arises

Scooping will only be used in case of emergency

(iii) Month to month basis

- (a) Windows inside
- (b) Polishing of brass window fittings
- (c) Walls

(iv) Washing of carpets (using different methods required by the fabric of the carpet)

NB: THE TWO CLEANERS WILL ASSIST WITH BOARDROOM PREPARATIONS

SPECIFICATION

ANNEXURE J

1. Physical address: Department of Water & Sanitation

PRAETOR FORUM BUILDING

267 LILLIAN NGOYI STREET

PRETORIA

0001

Square meters: 2115

- 2.1 Scope of cleaning contract

- (i) Number of floors: 2
- (ii) Number of toilets: 5
- (iii) Any other : One entrance

The following must be cleaned as per time indicated:

- (i) Day to day basis

- (a) Tables
- (b) Dustbins
- (c) Dusting
- (d) Stairs
- (e) Entrance
- (f) Lifts
- (g) Bathrooms
- (h) Floors (washed daily)
- (i) Blinds
- (j) Glass doors

- (ii) Week to week basis

- (a) Carpets (vacuumed every 2nd day) or when need arises.

Scooping will only be used in case of emergency

- (iii) Month to month basis

- (a) Windows inside
- (b) Polishing of brass window fittings
- (c) Walls

- (iv) Washing of carpets (using different methods required by the fabric of the carpet)

TOTAL CLEANERS PER BUILDING:

BUILDING NAME	NUMBER OF CLEANERS	NUMBER OF SUPERVISORS	NUMBER PER BUILDING
ZWAMADAKA	20	1	21
EMANZINI	24	1	25
SEDIBENG	27	1	28
WATERBRON	28	2	30
NDINAYE	10	1	11
CONTINENTAL	12	1	13
ROODEPLAAT TRAINING CENTRE	12	1	13
RESOURCE QUALITY STUDIES	8	1	9
PRETORIA WEST	7	1	8
BOTHONGO	6	1	7
PRAETOR FORUM BUILDING	5	1	6
TOTAL	159	12	171

COMMON AREAS SCOPE OF WORK:

Office dust bins: should be emptied twice a day and cleaned daily.
Municipal bins: are to be emptied and disinfected on day of refuse removal by municipality.
Parking areas: all parking areas should be cleaned daily in the morning and when necessary.
Recycling paper: all waste paper should be sorted for recycling twice a day.
Waste management: waste should be sorted at the designated areas daily.
Stock management: cleaners are to assist with the offloading and packing of stock.
Foyers and courtyards: should be cleaned daily.
Outside toilets: should be cleaned 2 times a day and when necessary.
Entrances: to be cleaned on quarterly basis over the weekend
Any other areas: **should there be existing areas not covered in the specification, it still remains the duty of the bidder to render cleaning services for those areas.**

CLEANING EQUIPMENT AND CHEMICALS:

All equipment should be SABS approved and be in a good working condition at all times. The Department will conduct regular scheduled/ unscheduled inspections on equipment to verify quantity and quality.

Chemicals should be eco-friendly and/ or biodegradable. (It is the responsibility of the bidder to provide proof whether the chemicals are eco-friendly and/ or biodegradable). The Department will conduct regular scheduled/ unscheduled inspections on chemicals to verify quantity and quality.
Each floor must have one vacuum cleaner Vacuum cleaner

Any deviations from the specification will have an impact on the contract and the Department may use any remedy it seems fit.

CLEANING MATERIAL PER BUILDING

- Pine gel
- Colour coded cloths (Red, Blue, and Green)
- Multi-purpose furniture Polish
- Floor Stripper
- Floor Sealer
- Bleach
- Acid Bowl
- Deo blocks
- Handy Andy
- Refuse bags
- Brasso
- Baby Oil
- Carpet Shampoo
- Carpet Powder (damp)
- Hand Soap
- Toilet Papers single (good quality)
- Cost cutter
- Air freshener
- Black dip
- Concrete cleaner
- Sunlight Liquid soap
- Floor Polish (for Buffing)
- Outdoor Broom
- Pot Scourer
- Steel Wool

CLEANING EQUIPMENTS PER BUILDING

- Caution board
- Hoover
- Extension cord (6m: 1 per floor)
- Giant Extension cord (20m plus)
- Buffing Machine
- Stripping Machine
- Carpet Wash Machine
- Muslin tool
- Scraper
- House hold step ladder
- Scoop & Brush
- Polley Car / Mop trolley
- 4L Bucket
- Red & White tape
- Feather Duster

PPE

- Facial Mask
- Gloves
- Conti Suit
- Safety Boots
- Safety shoe
- Ladies Overall

CONTRACT CONDITIONS

1. ROUTINE ACTIVITIES IN OFFICE

Cleaning work should under no circumstances disrupt the routine activities of the department.

2. WORKMANSHIP AND MATERIAL

All work must be of a high standard and executed to the satisfaction of the State. All material, chemicals, etc. must be of good and acceptable quality.

3. COMPLIANCE WITH ACTS AND REGULATIONS

All acts and regulations relating to cleaning services must be strictly adhered to by the contractor.

4. ARBITRATION

Parties to this agreement confirm that it has been agreed that no dispute forthcoming from this agreement will be laid before the court. Any dispute arising in respect of any matter in connection with this agreement, or the validity or meaning or execution thereof must be settled through arbitration in accordance with the procedures and ways stipulated hereunder.

4.1 Within 10 days after agreement could not be reached a party will have the right, by notice to the other, to demand that the dispute be referred to the arbitration in terms of this clause.

4.2 The parties involved must agree mutually as to who will act as arbiter.

4.3 The arbiter must notify both parties in advance, regarding the remuneration for these services.

4.4 Each party must submit a full written view of his case to the arbiter within 30 days of the notification per paragraph 4.1 in which evidence, affidavits, facts, submissions of expert evidence, etc. on which his case rests and he must serve a copy on the other party.

4.5 Within 14 days after receipt of the copy of the other party's case - view, any party may reply thereto and submit a supplementary piece to the arbiter and serve a copy

on the other party.

- 4.6 The arbiter must then consider the dispute and decide on the evidence before him without the appearance of any f the parties or any legal representative before him.
- 4.7 The arbiter may make any decision or allocation which in his discretion is fair and appropriate.
- 4.8 The arbiter must take the intention of the parties into consideration and make his decision in accordance with the South African Law. He is not strictly bound to the rules of the law but should let himself be guided by the principles of justice and fairness.
- 4.9 The findings of the arbiter may include an order which instruct the unsuccessful party to pay the remuneration of the arbiter as well as the expenses of the successful party.
- 4.10 This clause holds the irrevocable consent of the parties to the arbitration and no party shall have the right to withdraw from it or claim that he is not bound by this clause.
- 4.11 If a party withdraws from the arbitration it will be accepted that he consents to the arbiter's findings against him.

5. PLASTIC REFUSE BAGS

Heavy Duty refuse bags are needed for the service and must be supplied by the contractor at his/ her cost.

6. FIRE EXTINGUISHERS

The contractor and his employers shall under no circumstances make use of fire hose reels or other fire extinguishers on the site in the activities attached to the rendering of the service.

7. TOILET (COMPLETE) AND DRESSING ROOMS

The tending (caretaking) of toilets and dressing rooms shall be done by employees of the Successful Tenderer.

8. UNACCEPTABLE CLEANING AGENTS

No equipment, utensils or agents that may damage the building, fittings, persons or contents shall be used.

The State has the right to reject any such equipment, utensils or agents.

All detergents must be biodegradable/ ecofriendly

The service provider must have the Material Safety Data Sheet (**MSDS**) for each chemical

9. MACHINES AND EQUIPMENT

The contractor shall refill, empty or clean his machines and equipment only at such places as indicated Each floor must have one vacuum cleaner, except RTC to have three vacuum cleaners for chalets. Only colour code cloths are to be used.

10. WARNING BOARDS

Clearly readable warning boards or signs shall be exhibited where needed where the rendering of the cleaning service may cause injuries to any person(s).

11. INFLAMABLE AND POISONOUS SUBSTANCES

The contractor shall not use or store any poisonous or highly flammable substances on the premises without the written consent of the State for the rendering of the service or any other purposes.

12. LIABILITY

12.1 The contractor indemnifies the State herewith from 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 contractor or any other person

12.1.1 that may result from or be related to the execution of this contract.

13. DAMAGE COMPENSATION

13.1 The contractor will be held responsible for any damage or thefts that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties otherwise and a claim for indemnification can accordingly be imposed by the State against the contractor.

13.2 RETIFICATION OF DAMAGES

In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the service, the contractor undertakes to rectify the damage

immediately to the satisfaction of the State. If the contractor fails to act immediately after notification, the State will rectify the damage at will and the costs thereof will be recovered from any moneys outstanding.

14. TERMINATION AND/OR WITHDRAWAL

14.1 In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the general conditions of Tender, Contract and Order will be applicable.

14.2 The State reserves the right to withdraw any part(s) of the premises as a whole from the service, with three months written notification to the contractor. Should a part of the premises be withdrawn the contract amount will be adjusted pro rata from the date of withdrawal. The contractor will be entitled to payment up to the date of withdrawal but will not be entitled to any compensation or damages as a result of the withdrawal or termination.

14.3 Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force majeure (viz major) the State will, in its discretion determine which part(s) of the premises cannot or should not be put to further use for the original utilization 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 favor of the one party against the other shall result there from. 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 date of such change. If the damaged premises is repaired the State can request the contractor to resume the cleaning service 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.

15. BREACH OF CONTRACT

If the service is interrupted or temporarily as a result of labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the contractor, the parties must mutually agree on methods to continue with essential services.

16. CONDITIONS IN RESPECT OF THE PERSONNEL FOR THE CONTRACTOR

16.1 The personnel of the contractor will have access to all areas to render the service, subject to other stipulations of this contract. If the service is not rendered on that

specific area at a given time, access to that area is forbidden.

- 16.2 Each member of the contractor's personnel must submit a trade health certificate at the start of the cleaning service and it must be revised annually on the request of the contract person.
- 16.3 Without prejudice to the contractor's responsibility to select his personnel before employment, the State will at all times have the right to point out staff members of the contractor who is considered a safety, health or security risk or undesirable in which case the contractor will be requested not to utilize such person(s) any longer to honor his obligations in terms of this agreement.
- 16.4 In such a case the contractor will immediately comply with the request and the contractor will not (as a result of such a request) be entitled to bring a claim for loss or damage against the State and the contractor indemnifies the State against any claim from the employee concerned.

17. INSPECTIONS

- 17.1 Personnel of the cleaning service must be trained properly to do the work without interruption.
- 17.2 Inspections must be done daily by the representatives of the Successful Tenderer.
- 17.3 Cleaning material and equipment must be available at all times.

18. UNSPECIFIED SERVICES

If any unspecified services are required by the occupant of the building and payment must be made for such services, authorization in the form of an official order form must be obtained in advance.

19. PAYMENTS

Payment will be made monthly on submission of an invoice for the services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Invoices cannot be certified as correct before the work has been properly performed, that is certification can only take place after the last work day of the month during which the service was rendered. Payment will be made within 30 days after the end of the month during which the service was rendered satisfactorily and the invoice is correct.

20 REPLACEMENTS

Cleaners must be replaced immediately when they are absent or on leave in order to correspond with the total number of cleaners as stipulated in the tender document.

21. CONDITIONS OF TENDER

21.1 Tenderers must furnish the following information regarding their company as part of the tender.

21.1.1 Number of staff presently employed, divided into -

21.1.1.1 Management personnel;

21.1.1.2 Supervisors; and

21.1.1.3 Cleaners: Full time _____ Part time _____

21.1.2 Addresses of Head Offices.

21.1.3 Addresses of Regional Offices.

21.1.4 Business area.

21.1.5 Date since the company renders cleaning services.

21.1.6 Detailed list of current and completed cleaning contracts over the past five years.

21.1.7 Annual turnover.

21.1.8 Names, postal addresses and telephone number(s) of bankers and the name of the contact person as well as approval that financial enquiries may be answered and that financial statements may be supplied on request.

21.1.9 Name, address and telephone number of auditor(s); the name of the contact person and approval that financial enquiries may be answered and that financial statements may be supplied on request.

21.1.10 The amount firm is insured for against public liability and the name and address of the relevant insurance company as well as the policy number.

21.1.11 Details (type, make, model, number) of equipment to be used for the rendering of the service.

22. CAPACITY OF WORK

Details of obligations that the tenderer is currently engaged in, the nature thereof and with whom contact can be made for reference purpose must be submitted as an addendum to the tender. Failure to comply herewith may lead to the disqualification of the tender.

23. PRICE ADJUSTMENTS

Only applications for price adjustments in accordance with the following escalation formula will be considered by the State Tender Board:

$$PA = (1 - V) P_t \left[D1 \frac{R1_t}{R1_o} + D2 \frac{R2_t}{R2_o} + D3 \frac{R3_t}{R3_o} + D4 \frac{R4_t}{R4_o} \right] + V P_t$$

Where:

Period = The time period between price adjustments.

Pa = The adjusted price or tariff for each period.

V = The fixed portion of the price or tariff which must not be smaller than 0,15.

Pt = The price or tariff at tender date, which will be applicable to the first period.

D1 to D4 = The portion (as a fraction) of the price or tariff to be coupled to indices R1___ to R4 respectively. The sum of D1___ to D4 must equal one.

D1___ to R4 = The index series for example:

R4

R1 = salaries/wages, SEIFSA table D1 or Consumer Price Index PO 141.1 table 4.

R2 = transport, SEIFSA table L or PO 141.1 table 3.

R3 = chemicals and cleaning materials, P. 141.1 table.

R4 = overheads, PO 141; 1 table 5.

o = The suffix which indicates the index figure applicable to the date of

tendering. In practise the index figure applicable three months prior to the date of tender may be used.

- t = The suffix which indicates the index number to be used for the adjustment of the price or tariff for the next period. Once again the index figure applicable three months prior to the start of the next period may be used. Prices or tariffs are fixed at the quoted level for the first period and thereafter remain fixed as adjusted for each period.

NB: Price adjustments must not occur more frequently than once every six months, but preferably once a year.

24. SUPERVISION

Tenderers must give assurance that all workers will be under proper supervision. Any liaison in regard to daily needs will be through the supervision and not directly with the workers.

25. INSURANCE

The contractor must arrange the under-mentioned insurance policies with a reputable insurance company or submit documentary proof that such policies are in effect, provided that written proof that the policies are still valid and premiums paid must be provided monthly. On failure to comply, the State reserves the right (but is not compelled to) to pay the premiums and to deduct such payments from money owing to the contractor.

- (a) Accident insurance
- (b) Unemployment benefit insurance
- (c) Public liability in the name of the contractor as well as the State for an amount of at least R2 million.

26. OPERATIONAL PLAN

The tenderer must submit together with his tender a complete trade plan in which, amongst others, the following should be indicated:

- 26.1 The number of workers that will be employed.
- 26.2 The work method that will be followed for the execution of the contract.

26.3 What the different cycles for the execution of the works will be.

Prospective tenderers must ascertain on the spot the extent and nature of work, the areas, floor surfaces, etc. to be cleaned.

27. EVALUATION CRITERIA:

DWS will evaluate all proposals in terms of the Preferential Procurement Policy Framework Act. No. 5 of 2000 (PPPFA). A copy of the PPPFA regulations can be downloaded from www.treasury.gov.za. In accordance with the PPPFA, submissions will be adjudicated on 80/20 points system and the evaluation criteria. A 3 phase evaluation criteria will be considered in evaluating the bid.

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	Pricing Schedule –SBD3.1	Please submit full details of pricing proposal.
3	Declaration of Interest–SBD 4	Please complete and sign the supplied proforma document.
4	Preference Point Claim Form–SBD 6.1	Non-submission will lead to a zero score on BEE.
5	Declaration of Bidder's Past Supply Chain Management Practices– SBD8	Please complete and sign the supplied proforma document.
6	Certificate of Independent Bid Determination –SBD 9	Please complete and sign the supplied proforma document.
7	Certified Copy of BBBEE certificate	Non-submission will only lead to a zero score on BEE.
8	Registration with Central Supplier Database as per National Treasury SCM Instruction 4 of 2015/17 par 5.2	Verification will be done on the Central Supplier Database

PHASE 1 : MANDATORY REQUIREMENTS**PHASE 2 : FUNCTIONAL/TECHNICAL COMPLIANCE****PHASE 3: POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION****PHASE 1 : MANDATORY REQUIREMENTS**

Please note that all bidders **MUST** comply with the following administrative compliance- **IF**

NOT INCLUDED IN THE BID DOCUMENTS, THE BIDDER WILL BE DISQUALIFIED

Description	Considered documents	Document submitted	
		Yes	No
<ul style="list-style-type: none"> Proof of Attendance of compulsory briefing session 	Briefing Session Attendance Certificate		
<ul style="list-style-type: none"> A tender subcontracting a minimum of 30% to EME which is at least 51% owned by black people who are women 	Certified and valid BEE Certificate and the CIPC Registration documents		
<ul style="list-style-type: none"> Certificate or proof of registration with National Contractors Cleaners Association (NCCA) or Black Economic Empowerment Cleaning Association (BEECA) 	Certificates and letters of registration		
<ul style="list-style-type: none"> Certificate or confirmation of registration for Compensation for Occupational Injuries and Diseases (COID) 	Insurance certificates and letters indicating registration		
<ul style="list-style-type: none"> Copy of proof of insurance contract which includes public liability taken with a reputable company and that is still active or a provisional acceptance letter, indicating the amount of minimum two (2) million insured for. 	Insurance certificates and letters indicating registration and amount of cover.		
<ul style="list-style-type: none"> Proof of registration with Unemployment Insurance Fund (UIF), Supply the UIF number. 	Letters from Department of Labour confirming UIF number.		
<ul style="list-style-type: none"> Salary rate of employees per hour should be in line with the Sectoral Determination for the cleaning industry for the relevant financial year. 	Breakdown of individual salary, indicating basic salary, deductions, bonuses and/ or additional benefits.		

Only bidders that have met the criteria as per phase 1 above will be evaluated for functional/technical evaluation. In this phase the evaluation will be based on the bidders' responses in respect of the bid proposal

PHASE 2 : FUNCTIONAL/TECHNICAL COMPLIANCE

The following values shall apply as below

Values: 1 being Poor..... 2 being average.....3 being Good.....4 being very Good.... 5 being Excellent

Proof to be submitted		Description	Weight
	1.	Detailed company profile containing information regarding the experience of the Company / Closed Corporation in rendering cleaning service 0-1 year=1 point 2-3 years= 2 points 4-5 years=3 points 5-7 years= 4 points 8 years and >=5 points	20
	2.	Provide complete references with contactable details for similar services rendered to clients	20
	3.	Operational plan – The Service provider must provide a presentable proposal on how to carry out the project).	30
	4.	Technical	30
	4.1	Provide list of chemicals to be used with the proof that they are eco friendly and or biodegradable .e.g. (MSDS)	
	4.2	All electrically operated equipment should have South African Bureau of Standards (SABS) endorsement.	
	4.3	List of Protective clothing to be issued to cleaners with full descriptions, (photos may be included).	
Kindly refer to Annexure K above for the details			

- Only bidders who obtain at least **65%** under Functional/Technical evaluation will be considered for further evaluation in phase 3.

PHASE 3: POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

Conditions:

- Bidders are kindly requested to submit **one (1)** original of the bid
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.

Enquiries

For Technical Enquiries

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