

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES					
BID NUMBER:	DCDT/08/2021/22	CLOSING DATE:	13 OCTOBER 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES, 1166 PARK STREET, IPARIOLLI OFFICE PARK, HATFIELD, PRETORIA					
BID BOX SITUATED AT BLOCK E, GROUND FLOOR					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. R Hlahla		CONTACT PERSON	Ms. S Beneke	
TELEPHONE NUMBER	012 427 8029		TELEPHONE NUMBER	012 427 8155	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dcdttenders@dtps.gov.za		E-MAIL ADDRESS	dcdttenders@dtps.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Empty text box for purpose of application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (If applicable)

ID/Passport no Company/Close Corp. registered no

Income Tax ref no PAYE ref no 7

VAT registration no 4 SDL ref no L

Customs code UIF ref no U

Telephone no Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no Income Tax ref no

Telephone no Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
 If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

--

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**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: DCDT/08/2021/22.....
Closing Time 11:00	Closing date: 13 OCTOBER 2021

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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-
- Required by:
 - At:
 - 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 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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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

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 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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



communications
& digital technologies

Department:
Communications & Digital Technologies
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICE TO THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES FOR A PERIOD OF THREE YEARS

1. BACKGROUND

The Department of Communications and Digital Technologies (DCDT) has offices at iParioli Office Park, 1166 Park Street, Hatfield, Pretoria.

This Terms of Reference outlines the requirements for the provision of cleaning and hygiene services to be rendered to the Department of Communications and Digital Technologies (DCDT).

2. PURPOSE

To appoint a service provider to render cleaning and hygiene services for the DCDT for a period of thirty-six (36) months with the envisaged commencement date of 1 January 2022.

3. OBJECTIVES

To appoint a service provider who will be able to perform the work as per the specifications as set out in this document.

4. SCOPE OF WORK

4.1 All areas occupied by the DCDT 12 308.50m² in the 8 blocks occupied

4.2 Number of kitchens: 18

4.3 Number of basement parking area: 4 (Building B, C/D, E, F -1 and -2)

4.4 Other: Atriums, Stairs and Patio's

4.5 Employees: 35

4.6 Visitors: estimated: 100 (monthly) (during COVID-19)
estimated: 200 (monthly) (without COVID)

4.7 Machine and Equipment

The service provider shall provide the cleaning staff with all the necessary equipment, utensils and chemicals that is necessary for rendering the services at his/her own expense as each Block must have its own cleaning equipment, utensils and chemicals on site. The service provider shall refill, empty or clean his/her machines and equipment only at places as prescribed by the DCDT. Only low noise (not industrial) machines and equipment are allowed. The minimum equipment required is listed below. The Service Provider must therefore assess the site and add more equipment, if necessary:

- 18 x brooms for office and restroom cleaning personnel;
- 18 x trolleys for office and restroom cleaning personnel;
- 10 x vacuum cleaners;
- 1 x Industrial carpet washing machine and water suction equipment on site for use as and when necessary;
- 1 x stepladder;
- 21 x Dustpan and brush;
- Installation of automatic hand-towel holders/dispensers in all restrooms;
- Personal protective clothing as specified in section 11.5;
- Plastic refuse bags shall be supplied by the contractor.

4.8 EQUIPMENT TO BE FITTED AND MAINTAINED IN THE RESTROOMS/TOILETS

The service provider must clean all the restrooms/toilets and take care of the hygiene of the restrooms/toilets that are used/ occupied by the DCDT. The service provider must provide the following for all restrooms/toilets:

- dispensers to be installed in all restrooms/toilets and serviced monthly;
- foot pedal sanitary bins to be installed, emptied and sanitized bi-weekly;
- diluted acid, sanitizing and surface cleaning chemicals to be used in order to clean all areas of water closets, urinals, hand wash basins, kitchen floors, drains where cleaners cannot possibly reach daily; and
- Deep cleaning of all restrooms to be done at least once a month.

The above-mentioned should be maintained at all times and be of a very good quality.

BUILDING A		
Ground floor	2 x Unisex	1 x toilet roll holder, seat wipes, hand soap, automatic hand towel holder/dispensers, foot pedal sanitary bin, waste bin, slow-release air freshener in each.
Ground floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, 1 x waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
	Men's	3 x urinals air freshener/sanitizer, 1 x toilet roll holder, seat wipes, waste bin, slow-release air freshener, soap holder, automatic hand towel holder/dispenser
BUILDING B		
Ground floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, 1 x waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener

	Men's	2 x urinals air freshener/sanitizer, 1 x toilet roll holder, seat wipes, waste bin, slow-release air freshener, soap holder, automatic hand towel holder/dispenser
First floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, 1 x waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
	Men's	2 x urinals air freshener/sanitizer, 1 x toilet roll holder, seat wipes, waste bin, slow-release air freshener, soap holder, automatic hand towel holder/dispenser
BUILDING C		
Ground floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, 1 x waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
	Ladies:1 x paraplegic:	1 x toilet roll holder, seat wipes, foot pedal sanitary bin, waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
	Men's	2 x urinals air freshener/sanitizer, 1 x toilet roll holder, seat wipes, waste bin, slow-release air freshener, soap holder, automatic hand towel holder/dispenser
First floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, 1 x waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
	Ladies:1 x paraplegic:	1 x toilet roll holder, seat wipes, foot pedal sanitary bin, waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
	Men's	2 x urinals air freshener/sanitizer, 1 x toilet roll holder, seat wipes, waste bin, automatic hand towel holder/dispenser, slow-release air freshener
BUILDING D		
Ground floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, 1 x waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
	Ladies:1 x paraplegic:	1 x toilet roll holder, seat wipes, foot pedal sanitary bin, waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
	Men's	2 x urinals freshener/sanitizer, 1 x toilet roll holder, seat wipes, waste bin, slow-release air freshener, soap holder, automatic hand towel holder/dispenser

First floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, 1 x waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
	Ladies:1 x paraplegic:	1 x toilet roll holder, seat wipes, no touch sanitary bin, waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
	Men's	2 x urinals air freshener/sanitizer, 1 x toilet roll holder, seat wipes, waste bin, automatic hand towel holder/dispenser
Executive Restrooms x 2		2 x toilet roll holder, seat wipes, no touch sanitary bin, waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
BUILDING E		
Ground floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, slow, release air freshener, 1 x waste bin, soap holder, automatic hand towel holder/dispenser
	Ladies:1 x paraplegic:	1 x toilet roll holder, seat wipes, foot pedal sanitary bin, waste bin, soap holder, automatic hand towel holder/dispenser
	Men's	2 x urinals freshener/sanitizer, 2 x toilet roll holder, seat wipes, 1 x waste bin, slow-release air freshener, soap holder, automatic hand towel holder/dispenser
First floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, slow-release air freshener, 1 x waste bin, soap holder, automatic hand towel holder/dispenser
	Ladies:1 x paraplegic:	1 x toilet roll holder, seat wipes, foot pedal sanitary bin, waste bin, soap holder, automatic hand towel holder/dispenser
	Men's	2 x urinals freshener/sanitizer, 2 x toilet roll holder, seat wipes, 1 x waste bin, automatic hand towel holder/dispenser
Second floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, slow-release air freshener, 1 x waste bin, soap holder, automatic hand towel holder/dispenser
	Ladies:1 x paraplegic:	1 x toilet roll holder, seat wipes, foot pedal sanitary bin, waste bin, soap holder, automatic hand towel holder/dispenser
	Men's	2 x urinals freshener/sanitizer, 2 x toilet roll holder, seat wipes, 1 x waste bin, slow-release air freshener, soap holder, automatic hand towel holder/dispenser

BUILDING F		
First floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, slow-release air freshener, 1 x waste bin, soap holder, automatic hand towel holder/dispenser
	Ladies:1 x paraplegic:	1 x toilet roll holder, seat wipes, no touch sanitary bin, waste bin, soap holder, automatic hand towel automatic hand towel holder/dispenser
	Men's	2 x urinals /sanitizer freshener, 2 x toilet roll holders seat wipes, 1 x waste bin; automatic hand towel holder/dispenser, slow-release air freshener; soap holder
Second floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, slow-release air freshener, 1 x waste bin, soap holder, automatic hand towel holder/dispenser
	Ladies:1 x paraplegic:	1 x toilet roll holder, seat wipes, no touch sanitary bin, waste bin, soap holder, automatic hand towel holder/dispenser
	Men's	2 x urinals freshener/sanitizer, 2 x toilet roll holder, seat wipes, 1 x waste bin, slow-release air freshener, soap holder, automatic hand towel holder/dispenser
BUILDING B2		
First floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, slow-release air freshener, 1 x waste bin, soap holder, automatic hand towel holder/dispenser
	Ladies:1 x paraplegic:	1 x toilet roll holder, seat wipes, no touch sanitary bin, waste bin, soap holder, automatic hand towel holder/dispenser
	Men's	2 x urinals freshener/sanitizer, 2 x toilet roll holder, seat wipes, 1 x waste bin, automatic hand towel holder/dispenser, soap holder, slow release air freshener
Executive restroom		1 x toilet roll holder, seat wipes, sanitary bin, waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
BUILDING A3		
First floor	Ladies	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, slow-release air freshener, 1 x waste bin, soap holder, automatic hand towel holder/dispenser

	Ladies:1 x paraplegic:	1 x toilet roll holder, seat wipes, no touch sanitary bin, waste bin, soap holder, automatic hand towel holder/dispenser, slow-release air freshener
	Men's	2 x urinals freshener/sanitizer, 2 x toilet roll holder, seat wipes, 1 x waste bin, automatic hand towel holder/dispenser, soap holder, slow-release air freshener
	Unisex	2 x toilet roll holders, seat wipes, foot pedal sanitary bins, slow-release air freshener, 1 x waste bin, soap holder, automatic hand towel holder/dispenser

4.9 SPECIFICATIONS FOR CLEANING OF A BUILDING

Cleaning work should under no circumstance disrupt the routine activities of the DCDT.

Cleaning activities should commence at 06:30am.

All reception areas, staircases and restrooms occupied by the Department must be sanitised daily at 06:30 with a spray bottle and sanitiser suitable for sanitizing surfaces.

4.9.1 RESTROOMS/TOILETS

- A green cloth should be used to clean restrooms. This cloth should be used for restroom cleaning only.

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
A1	Empty and clean bins in each toilet. Use disinfectant with damp cloth	✓				
A2	Empty refuse bins	✓				
A3	Clean and disinfectant refuse bins	✓				
A4	Replace and replenish: <ul style="list-style-type: none"> ▪ Paper towel rolls ▪ Liquid soap ▪ Toilet paper ▪ Deo Blocks 	✓				Check that towel roll holder is functioning. Make sure that soap-holder is functioning.

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
A5	Dust/wipe windowsills, towel roll holders, doors.		✓			
A6	Sweep and mop toilets	✓				
A7	Wipe all tiles with cloth dipped in diluted disinfectant	✓				
A8	Clean urinals and toilet bowls with scrubbing brush and light disinfectant with ammonia. Wipe bowl lids with damp cloth moistened with disinfectant	✓				Add light disinfectant to water. Avoid using disinfectants that damages chrome.
A9	Clean wash-basins with cloth and disinfectant	✓				
A10	Rub and polish mirrors, all porcelain, tiles, pipes, chrome etc. with a soft dry cloth. Use damp cloth where necessary	✓				
A11	Sweep floor with mop and a little disinfectant in water	✓				Remove stubborn stains with wax cutter and a piece of scouring pad.
A12	Scrub hard floors	✓				
A13	Wipe all doors with a damp cloth and disinfectant.	✓				
A14	Remove all chewing gum etc. with a putty knife.					When necessary
A15	Clean inside windows and frames		✓			Bi-monthly washed

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
A16	Remove dirty spots on wooden and metal doors	✓				Polish doorknobs with an approved metal polish where applicable

4.9.2 RECEPTION AREA/FOYER/ENTRANCE AREA

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
B1	Empty refuse bins. Wipe with damp cloth where necessary.	✓				
B2	Dust furniture.	✓				
B3	Sweep area and vacuum or mop where necessary.	✓				
B4	Polish Furniture	✓				
B5	Clean inside windows, glass, frames and cubicles	✓				
B6	Disinfectant and wipe telephones	✓				
B7	Wash and lightly disinfect floors	✓				
B8	Sweep and mop outdoor area leading to reception.	✓				
B9	Pick up litter in front area	✓				
B11	Sweep staircases		✓			
B12	Scrub floors with hot water				✓	

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
B14	Wipe all doors, inside and out with damp cloth.	✓				Depending on finish
B15	Wipe handrails, fire hose reels with damp cloth.		✓			
B16	Sweep entrance areas	✓				
B17	Remove stains on walls		✓			
B18	Wash and disinfectant entrance areas		✓			
B19	Wipe all doors, entrance doors and cubicles.	✓				Remove dirty spots on wooden and metal doors. Polish door knobs and brass areas where applicable

4.9.3 CLEANING OF LIFTS: BUILDINGS A, C/D AND E/F

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
C1	Wipe exterior of lift with damp cloth	✓				
C2	Wipe inside doors and outside with damp cloth	✓				
C3	Polish mirrors	✓				
C4	Clean lift floors with damp mop and scrub solution in hot water	✓				
C5	Vacuum clean and spot clean carpeted areas	✓				

C6	Sweep and wash lift doorsteps and remove dirt from grooves	✓				
C7	Remove refuse from bins and damp wipe	✓				
C8	Clean lift buttons with diluted disinfectant	✓				

4.9.4 CLEANING OF PARKING LEVELS BASEMENT B, C/D AND E/F (-1 and -2)

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
D1	Dust wall ledges, fire hose reels, water pipes				✓	
D2	Pick up all scraps of paper and bits of refuse and remove to storeroom/compactor	✓				
D3	Sweep ramps and whole parking area			✓		
D4	Open and clean water outlets		✓			
D5	Remove all stains on floors		✓			
D6	Sweep staircases and remove all stains from walls	✓				
D6	Wipe all doors	✓				Remove dirty spots on wooden and metal doors. Polish door knobs and brass areas where applicable

4.9.5 CLEANING OF REFUSE AREA BASEMENT C/D ONLY

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
E1	Wash floors around refuse area. Hard broom and mop.	✓				
E2	Disinfectant refuse area and surrounding area with disinfectant.	✓				
E3	Wash walls and doors with disinfectant.	✓				
E4	Wash and disinfect dustbins.	✓				

4.9.6 CLEANING OF OFFICE BLOCKS

The following colour codes should be used for cloths:

- Yellow: Workstations
- Blue: Kitchens

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
F1	Empty dustbins	✓				
F2	Dust the following areas and wipe with damp cloth: <ul style="list-style-type: none"> ▪ Air conditioning outlets where accessible ▪ Doors ▪ Door frames ▪ Walls ▪ Lamps ▪ Heating panels ▪ Pelmet ▪ Desks ▪ Chairs ▪ Filing cabinets ▪ Partitions 		✓			

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
F3	Removal of refuse to waste storage area	✓				
F4	Wipe dust bins dipped in diluted disinfectant	✓				
F5	Carpets: <ul style="list-style-type: none"> ▪ Vacuum clean all carpets and upholstery ▪ Remove spots. ▪ Shake out entrance carpets and dust 	✓				Deep clean: twice a year
F6	Clean counters	✓				
F7	Polish wooden fittings and desks		✓			
F8	Wipe pillars, partition walls and seats with damp cloth		✓			
F9	Clean doors, door frames and entrance hall doors on every floor.	✓				
F10	Mop floors with diluted disinfectant and hot water.	✓				
F11	Disinfect and wipe telephones	✓				
F12	Remove of shredded papers.	✓				
F13	Wash panes, glass frames in and out.	✓				
F14	Dishes	✓				Collected from workstations for cleaning.
F15	Kitchens	✓				Dishes washed 3 x a day:

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
						08:00, 10:00 and 14:30. Cleaned dishes should be left in the kitchens. Microwave ovens to be cleaned daily.
F16	Blinds					Dust blinds – twice a week. Deep cleaning once a year.
F17	Windows					Wash all windows (inside) of the buildings occupied by the DCDT – quarterly.

5. MANDATORY REQUIREMENTS

- Number of staff to be employed is 21, with at least 2 men to assist the DCDT with regard to moving rubbish bins and doing ad-hoc duties relating to general support.
- The amount the company must be insured for against public liability is R5.8m and proof or a quotation from the relevant underwriter or insurance company must be attached.
- To provide proof of registration at the Compensation for Occupational Injury and Diseases Act.
- The material data sheet must be included in the bid proposal. The Service Provider should indicate what type of chemicals will be used.
- Provide a certified copy of the registration for membership certificate with a recognized cleaning association either or National Contract Cleaner Association or Black Economic Empowerment Cleaning Association.
- To provide a copy of a valid waste management certificate for the removal of sanitary bins.

- Service provider must have at least three years' experience.
- The appointed service provider must comply with all COVID-19 requirements.

The appointed service provider will be required to clean surfaces, e.g. door handles, restrooms, kitchens etc. more regularly during the pandemic with the following chemicals: STER-E-SURE C disinfectant and Sanchlor HF over and above the normal chemicals used to clean a building/offices.

Failure to abide to the above-mentioned mandatory requirements will lead to the disqualification of the bid.

6. SUPPLY CHAIN MANAGEMENT ADMINISTRATIVE DOCUMENTS

Prospective bidders should submit the following:

- Completed and signed standard bidding documents (SBD forms)
- Valid tax clearance pin issued by SARS
- Proof of registration on the central supplier database
- Initialed form of the General Conditions of Contract

7. BID EVALUATION CRITERIA

Phase I: Awarding of points on functionality to Service Providers

7.1 Bidders will be evaluated based on functionality, the minimum threshold for functionality is 70 out 100 points. Bidders who fail to meet the minimum threshold will be disqualified and will not be evaluated further for price and preference points for BBBEE.

Service Providers will be evaluated on the following evaluation criteria, weights and values:

CRITERIA	WEIGHTS
<p>The service provider's experience in providing cleaning and hygiene services and should provide proof accompanied by correspondence from references indicating that such project was executed as well as the contact details.</p> <p>Reference letters should be signed on a letterhead of the company and signed by the delegated authority indicating the duration of the contract, scope of work and contact numbers of the person in charge of the cleaning contract. Reference letters should preferably have an institution stamp, signature start and end date of the contract.</p>	30

0-1 year	>1-2 years	>2-3 years	>3-4 years	>4+years	
1	2	3	4	5	
Demonstrate capacity to provide the required service (resources in the company) <ul style="list-style-type: none"> • Personnel: A list of 21 cleaners that is either currently employed or was previously employed as cleaners (1 point). • Supervisor: Experience (attach CV and proof of training) (1 point) • Provide a list of equipment and machinery, including uniforms and Personal Protective clothing that is required for rendering the service as they appear in section 4 of the scope of work (1 point). • Provide a list of chemicals (SABS approved) that will be used (1 point) • Provide a restroom cleaning service checklist (1 point) 					30
Demonstrating the understanding of the terms of reference Quality of proposal received from the bidder. <ul style="list-style-type: none"> • Attach a list of costs implications for all items specified in the scope of work (2 points) • A statement confirming that employees will be paid according to labour determination for the duration of the contract is required, failing to submit the tender will not be considered (1 point) • Pictures of equipment and uniforms (1 point) • Letter of good standing or tender letter from the Department of Labour. (1 point) 					20
Methods of service delivery <ul style="list-style-type: none"> • Material data sheet (1 point) • Contingency plan and flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract, e.g. industrial strike action, vacation and sick leave etc. (2 points) • Proposed work schedule/duty sheet/work plan. Clear milestones and timeframes for each task to be completed (2 points) 					20
TOTAL					100

Values ranging from 0 being non-responsive, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 that are excellent will apply.

Phase II: Evaluation in terms of the 80/20 preference point system

Only Service Provider(s) that have scored at least the minimum threshold for functionality (**70**) will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act and its associated Regulations.

8. SITE VISITS

Site visits will be conducted to the top three bidders, offices and sites.

9. SECURITY PRE-SCREENING, OATH OF SECRECY

- 9.1 The service provider and its board of trustees, members and owners will be subjected to a security pre-screening including the employees deployed to DCDT.
- 9.2 Directors of the company shall be subjected to a security pre-screening upon commence of the contract.
- 9.3 All personnel of the company including directors shall sign a "Declaration of Secrecy" upon commencement of the contract.
- 9.4 The Site Manager, Supervisors and Cleaning and Hygiene Services Personnel must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment to the Department or the state in general.
- 9.5 Site Manager, Supervisor and Cleaning and Hygiene Services Personnel are prohibited from reading documents or records in offices or handling thereof.
- 9.6 No information concerning the state's activities may be furnished to the public or media by the service provider or any of his/her employees.

10. COMPLIANCE WITH LEGISLATION

- 10.1 The contractor must comply with various legislations which are relevant to the cleaning industry:
 - Labour Relations Act, 1195 (Act No 66 of 1195)
 - Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)
 - Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the
 - Sectoral Determination 1: Contract Cleaning Sector made by the Minister of Labour.

Examples of compliance include, but not limited to:

- South African Revenue Service
- Compensation Fund
- Unemployment Insurance Fund
- Public Liability Insurance
- Registration for membership with the National Contract Cleaner Association or Black Economic Empowerment Cleaning Association
- a Skills training institution
- Any other relevant regulatory and compliance matters.

10.2 The DCDT reserves the right to make enquiries at any of the above-mentioned institutions to verify whether the service provider complies with the above-mentioned legislation.

11. MANDATORY/REQUIREMENTS PRIOR TO APPOINTMENT

11.1 Compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

11.2 To provide proof of compliance with prescribed statutory salary rates as promulgated by the Department of Labour (EXAMPLE OF PAY SLIP).

11.3 The prospective Service Provider must give the assurance that all workers will be under proper supervision. Any liaison between the service provider and the department in this regard should be through the supervisor and the departmental representative.

11.4 The cleaning staff must dress in a distinctive acceptable uniform and may not clean offices in the absence of the occupant.

11.5 The service provider must provide their staff with the following:

- 2 x sets of uniforms reflecting the name or symbols of the contracted company.
- 1 x pair of shoes for the office and restroom cleaning personnel;
- 1 x pair of safety boots for personnel cleaning the basement area;
- 1 x jersey;
- 1 x jacket;
- 1 x name badge for each cleaner including relievers;
- 1 x pair of household cleaning gloves for office cleaning personnel;
- 1 x pair of gloves for personnel cleaning the restrooms and the basement areas(industrial);
- Sufficient masks for all personnel must be supplied at all times;
- All of the above-mentioned to be changed and replaced as and when required

- PPE especially gloves and masks must be provided frequently to the cleaning staff when the need arises.
- 11.6 All the cleaning personnel must be presentable at all times.
- 11.7 The service provider shall not be entitled to store or leave goods or articles on the floors and office, i.e. in the entrance hall, corridors, hallways, service ducts, stairs etc. other than in the lock up facility.
- 11.8 A lock-up facility will be made available by the Department for the safekeeping of the stock and equipment.
- 11.9 The service provider and staff may use the facilities on the property e.g. restrooms, electrical plugs, etc. in order to execute their duties as per the contract requirements.
- 11.10 A change room will also be provided by the Department for the service provider and their employees.
- 11.11 The DCDT will not be held responsible in any way for the damages, losses, theft of equipment or any valuables of the service provider or injury of his/her while on site or in the execution of their duties.
- 11.12 The service provider will be held responsible for damages of items caused by them at the DCDT offices.
- 11.13 The service provider hereby undertakes to render a cleaning and hygiene service to DCDT that is in accordance with acceptable standards of the cleaning and hygiene industry.
- 11.14 The service provider will be responsible for the conduct and acts of his/her staff in all matters which occur on the DCDT premises in the performance of the contract.
- 11.15 The service provider will audit cleaning standards regularly with DCDT representative according to an agreed method and timetables.
- 11.16 The service provider shall provide DCDT with well-trained staff that meets all the requirements as stipulated in the service level agreement.
- 11.17 A daily posting sheet shall be signed by the site supervisor and the cleaning and hygiene personnel shall be submitted on a daily basis to the departmental representative.
- 11.18 Proof of registration with the Unemployment Insurance Fund.

12. TIME FRAMES AND FORMAL CONTRACT

- 12.1 The contract will be valid for a period of three years (thirty-six months).

12.2 The successful Service Provider will be required to enter into formal contract and service level agreement with the DCDT.

13. REPORTING

13.1 The contractor's supervisor must do a weekly inspection on the quality and standard of cleaning and hygiene services rendered and report weekly to the DCDT representative.

13.2 The contractor's supervisor must report daily to DCDT any defects in and to areas concerned e.g., blocked toilets/urinals, broken taps, windows etc. during the cleaning of the building.

13.3 The contractor shall furnish a monthly and quarterly report of the cleaning services, problems, etc. which transpired in the previous month to the departmental representative.

14. QUALITY CONTROL BY THE DCDT

The DCDT maintains the prerogative to conduct inspection on the services rendered by the contractor, including:

14.1 Inspection of the material and equipment provided by the contractor.

14.2 Making records of any shortages on site, i.e., chemicals, equipment, staff etc.,

14.3 The right to conduct inspection for quality checks on the services rendered by the service provider at any time. This will be done to establish whether the service rendered by the service provider is satisfactory and complies with the conditions of contract.

14.4 The DCDT reserves the right to instruct the service provider to replace any employees based on his/her poor quality of performance. DCDT would not be held responsible for any damage or claims, which may arise because of this and is indemnified against such claims and legal expenses.

14.5 Random pay slips will be requested from the cleaning personnel once the contract is in place.

14.6 Random checks will be done with the department of Labour to check whether employees are registered with the Department of Labour and whether monthly payments are made to the Department of Labour.

15. PENALTIES

Absenteeism: Should a cleaner not be present at work, a replacement is required by not later than 10:00 on that day. A penalty to the daily rate per cleaner at that time will be applicable.

16. WORKMANSHIP AND MATERIAL

- 16.1 All material and cleaning equipment should be provided in ample supply by the service provider. DCDT reserves the right to approve cleaning materials, chemicals, and material data sheet to be provided prior to the use thereof. All cleaning material, viz. chemicals, soaps, detergents etc. must be of good and acceptable quality (SABS Approved).
- 16.2 All equipment used for cleaning purposes must always be in proper working order and readily available daily. Should electrical and/or other equipment such as vacuum cleaners; floor buffers, utility trolleys, etc. breakdown or malfunctioning for whatever unforeseen reason; replacement must be readily available daily.
- 16.3 The service provider must ensure that enough back-up cleaning material specifically toilet papers, hand soap and hand paper towels are kept on site in case of sudden shortage thereof.
- 16.4 All work must be of a high standard and executed to the satisfaction of the DCDT.

17. FIREHOSE REELS

The service provider and his/her employees shall under no circumstances make use of firehose reels on the site in the activities attached to the rendering of the service.

18. UNACCEPTABLE CLEANING AGENTS

No equipment, utensils or cleaning agents that may damage the buildings, fittings, persons or contents shall be used, the DCDT has the right to reject any such equipment, utensils or cleaning agents. Should any damage or health risk be detected from such equipment or material used by the contractor, the service provider shall be liable to pay financial costs resulting from such in terms of the Compensation of Occupational Injuries and Disease Act, 1993.

19. WARNING BOARDS

Clearly readable warning boards or signs shall be displayed where needed where the rendering of the cleaning service may cause injuries to any person(s), e.g. wet floor.

20. INFLAMMABLE AND POISONOUS SUBSTANCES

The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the DCDT for the rendering of the service or any other purposes.

21. LIABILITY

The service provider indemnifies the DCDT herewith from any claim from a third party and all costs or legal expenses with regards to claims for loss, damage of property or injury of the service provider and any other person that may result from any duties related to the execution of this contract.

The service provider fully indemnifies, the DCDT and its agents, employees, contractors, clients and sub-contractors against all liabilities, claims, actions, proceedings, damages, loss of earnings suffered or incurred by the service provider or a third party.

22. DAMAGE COMPENSATION AND RECTIFICATION

22.1 The service provider will be held responsible for any damage or thefts that may be caused to the premises or content by him/her or his/her employees or be due to their negligence, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the DCDT to the contractor.

22.2 In the case of damages to carpets, furniture, equipment, fixed structures etc. resulting from the rendering of the service, during or upon expiry of the contract, the service provider undertakes to rectify the damage immediately to the satisfaction of the DCDT. If the service provider fails to act immediately after notification, the DCDT will rectify the damage and the costs thereof will be recovered from the moneys outstanding to the contractor.

23. CONDITIONS IN RESPECT OF THE PERSONNEL OF THE CONTRACTOR

23.1 The personnel of the service provider will have access to all areas, subject to the internal policies.

23.2 Without prejudice to the contractor's responsibility to select his/her personnel before employment, the DCDT will at all times have the right to point out staff members of the service provider who is considered a safety, health or security risk or undesirable

in which case the service provider will be requested not to utilise such person(s) any longer to honor his/her contractual obligations.

24. ADDITIONAL SERVICES REQUIRED

If any additional services are required by the DCDT and payment must be made for such services, authorisation in the form of an official order form must be obtained in advance.

Activity	Due Date
Advertisement of bid on DCDT Website and e-portal / print media	18 September 2021
Cut-off date for questions relating to bid from bidder(s)	04 October 2021
Bid closing date	13 October 2021 at 11:00
Notice to bidder(s)	DCDT will endeavour to inform bidders of the progress until conclusion of the bid. Questions from bidders will be answered as and when received individually, the consolidated list of questions and answers will be published on the DCDT website after the cut-off date.

25. ENQUIRIES

Bidders may address all technical enquiries and Supply Chain Management compliance matters in writing before the cut-off date for questions to: **dcdtenders@dtps.gov.za**



Jk Masemola
CFO

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)