



Province of the  
**EASTERN CAPE**  
COMMUNITY SAFETY

Corner Independence Avenue and Circular Drive, Bisho, 5601, Eastern Cape  
Private Bag X0057, Bisho, 5606 REPUBLIC OF SOUTH AFRICA Website: [www.ecprov.gov.za](http://www.ecprov.gov.za)

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**RE-ADVERTISEMENT**

**TERMS OF REFERENCE**

**PROVISION OF CLEANING AND HYGIENIC SERVICES TO THE  
DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THIRTY-  
SIX (36) MONTHS:**

**BID NUMBER**

**SCMU15-22/23-002**

**NAME OF BIDDER:**

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**CLOSING DATE: 25/11/2022**

**CLOSING TIME: 11:00**

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**Issued by:  
Supply Chain Management Unit  
Department of Community Safety  
Corner Independence Avenue and Circular Drive  
Bisho  
5605**

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## **GENERAL CONDITIONS OF BID**

### **1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the Department of Community Safety

### **2. EXTENT OF BID**

This contract is for the **Provision of Cleaning and Hygienic Service to the Department of Community Safety for a period of thirty-six (36) months.**

### **3. CONTRACT TO BE BINDING**

The formal acceptance of this Bid by the Department will constitute a contract that will be binding on both parties. The Department may require sureties to satisfy itself from the contractor, should it be requested in the Terms of Reference.

### **4. MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole.

### **5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the department prior to the submission of a Bid.

### **6. INSURANCE CLAIMS, ETC.**

The department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from carrying out this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the department against all risks or claims which may arise.

It may be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to the department for scrutiny.

Failure to do so within 21 (twenty-one) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

## **7. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed.

In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this quotation will bind all the directors/ members of the enterprise and will therefore render the quotation valid. If a non- member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the quotation. In the case of a joint venture or consortium, at least one director/ member of each of the parties need to sign the joint venture or consortium agreement. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

## **8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

## **9. PENALTY PROVISION**

9.1 Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so.

9.2 Then, the Department may hold the bidder responsible for and is obligated to pay to the Department:

9.3 All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.

9.4 The difference between the original accepted Bid price (inclusive of escalation) and:

- [i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
- [ii] A new Bid price (inclusive of escalation).

9.5 Should the successful Bidder fail to deliver; provisions of the General Conditions of Contract will apply.

9.6 Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.

9.7 The penalties will be as per the SLA or Project Charter which will be signed after the awarding of the contract

**10. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

**11. PRICE ESCALATION**

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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**12. AUTHORITY TO SIGN BID DOCUMENTS**

- a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
- b) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
- c) In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

**13. DURATION OF THE BID**

The successful bidder will be expected to render Cleaning and Hygienic services for a period of thirty-six (36) months.

**14. DELIVERY PERIODS**

Delivery periods (where applicable) must be adhered to. Notwithstanding the termination date of the assignment, the bidder will be required to submit progress reports to the Department with the contract form where frequency and dates thereof to be stipulated and agreed by the parties involved upon the awarding of the Bid.

**15. DISPUTES OR LIABILITIES**

In the event that disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation.

This paragraph replaces paragraph 29 in the General Conditions of Contract.

**16. CLOSING DATE / SUBMITTING OF BIDS**

**16.1** Bids must be submitted in sealed envelopes clearly marked:  
**SCMU15-22/23-002: PROVISION OF CLEANING AND HYGIENIC SERVICES TO THE DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**16.2** The completed bid documents must be deposited in the department's Bid Box situated at Corner Independence Avenue and Circular Drive, Bisho, 5601), not later than **11H00 on 25/11/2022** when bids will be opened in public.

**17. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER**

**17.1** The bid will be awarded to the bidder who scores the highest PPPFA points, calculated based on the total price offered. However, the final terms of this bid may be subjected to negotiation with the identified preferred bidder, should a need arise.

**17.2** The department may furthermore, from the recommended bidder negotiate for additional resources, should it be deemed necessary.

## BID NOTICE

### SCMU15-22/23-002

#### Provision of Cleaning and Hygienic Service to the Department of Community Safety for a period of thirty-six (36) months

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The Department of Community Safety seeks services of a suitable, experienced and capable service provider to render cleaning and hygienic services to the department for a period of thirty-six (36) months. Interested bidders must meet the following minimum requirements:

- In terms of Regulation 4 of Preferential Procurement Regulations of 2017, this bid is only inviting responses from the Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) as defined in the said regulation within the required service.
- Contactable references from satisfied clients for previous cleaning service contracts must be provided; a reference will be discarded if the referee gives a negative reference.
- Must provide a letter from the bank which confirms that there has been no dishonored debit orders/ payment(s) in the past six months as proof of sufficient financial stability.
- Must provide proof of functional office within the Eastern Cape Province (Company profile and municipal account for not older than three (03) months / valid lease agreement not older than three months prior to closing date of the bid).

The contracted service provider shall indemnify Department of Community Safety against any claim for compensation in terms of Workmen's Compensation Legislation for any loss caused by the contracted service provider; including any claim by any of its employee for any loss or damage resulting from any bodily injury and/ damage to property caused by its cleaning personnel.

Bidders must make provision for both Unemployment Insurance Fund (UIF) and Injury on Duty (IOD) in their Total Bid Amount. The inclusion of all overheads cost especially the UIF and IOD in the Total Cost structure (Pricing Schedule) is mandatory. (A certified proof of registration with the Department of Labour for Workman's Compensation and UIF of employees must be attached together with the quotation)

Signed bid document will be downloaded on the departmental website and on E Tender Portal from 04/11/2022, the day the bid shall be advertised at no cost.

A compulsory briefing meeting will be held at Department of Community Safety's Main Boardroom (Second Floor) situated at Corner Independence Avenue and Circular Drive, Bisho on **10/11/2022** at **10h00**. Bidders are encouraged to arrive on time and in order to ensure a progressive session no bidder will be allowed to attend the session after **10h30**.

Bidders must achieve overall minimum of 45 points allocated on functionality (i.e. 45 of 60 points or 75%) including minimum points allocated on each criterion to qualify for the next stage of evaluation. Points will be awarded based on price and claimed B-BBEE points only.

Completed Quotation/Bid documents, should be placed in sealed envelopes and deposited into the Bid Box situated at Corner Independence Avenue and Circular Drive, Bisho, (Ground Floor) at the Department of Community Safety on or before **08/08/2022**, clearly marked: **PROVISION OF CLEANING AND HYGIENIC SERVICES TO THE DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THIRTY-SIX (36) MONTHS - SCMU15-22/23-002**

## AWARDING OF POINTS

Bidders will be evaluated in terms of the Revised Preferential Procurement Regulations 2017.

ITEM	POINTS
PRICE	80
B-BBEE RATING	20
TOTAL	100

### BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- (a) The Department's Supply Chain Management Policy will apply
- (b) The Department does not bind itself in accepting the lowest bid or any other bid and reserves the right to accept the whole or part of the bid
- (c) Bids which are late, submitted by facsimile or electronically will not be accepted
- (d) All pages must be initialed and signed where necessary
- (e) Bids submitted will remain valid for a period of 90 days
- (f) The documents must remain intact
- (g) Use of Tippex will render the bid non-responsive
- (h) Declaration pages must be fully completed and signed
- (i) **The department of Community Safety shall not do business with any person who is in the service of the state.**

Please refer all SCM enquiries to Mr. Z. Menziwa (SCM) at 071 332 1116 (email- [zosuliwe.menziwa@safetyec.gov.za](mailto:zosuliwe.menziwa@safetyec.gov.za) / [zosuliwe.menziwa@gmail.com](mailto:zosuliwe.menziwa@gmail.com) ) or Mr. L. Leve at 079 057 9257 (email- [Luvo.Leve@safetyec.gov.za](mailto:Luvo.Leve@safetyec.gov.za) during normal office hours viz. 08:00 – 16:30).



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MR/VW MAPOLISA  
HEAD OF DEPARTMENT





**[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 PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....		DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	.....		
TOTAL NUMBER OF ITEMS OFFERED	.....	TOTAL BID PRICE (ALL INCLUSIVE)	.....
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	.....	CONTACT PERSON	.....
CONTACT PERSON	.....	TELEPHONE NUMBER	.....
TELEPHONE NUMBER	.....	FACSIMILE NUMBER	.....
FACSIMILE NUMBER	.....	E-MAIL ADDRESS	.....
E-MAIL ADDRESS	.....	.....	.....

## 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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

#### 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

## TERMS OF REFERENCE

### PROVISION OF CLEANING AND HYGIENIC SERVICES TO THE DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THIRTY-SIX (36) MONTHS: SCMU15-22/23-002

#### 1. PURPOSE

The Department of Community Safety seeks to appoint a service provider for the rendition of cleaning and hygienic services to all its ablution facilities, lifts, stairs, balconies and passages for a period of thirty (36) months. The department has an obligation to provide all its employees and visitors with a clean, healthy and hygienic environment.

#### 2. BACKGROUND AND OBJECTIVES

Department of Public Works secured a rentable office space for the Department of Community Safety in SKG Africa (Pty) Ltd building with a total rentable area of 3 020 m<sup>2</sup>.

The objective of this bid is to appoint a service provider who will be responsible for providing cleaning and hygienic services in terms of the scope of work that will meet the needs and requirements of the department. The service provider is expected to make available six (6) general workers (i.e. 3 males and 3 females) to execute the cleaning services over a period of thirty six (36) months. The composition of general workers (i.e. 3 males and 3 females) to render the cleaning service is compulsory due to the nature of service required.

#### 3. STANDARDS

The bidders are reminded that the services provided must meet health and safety standards. All cleaning detergents used by the service provider must be approved by the South African Bureau of Standards (SABS).

**ALL DISPENSERS INSTALLED FOR SOAP OR OTHER CHEMICALS USED IN THE ABLUTION FACILITIES WILL BE SERVICED, WHERE NECESSARY, BY THE SUCCESSFUL BIDDER IN ORDER TO ENSURE ACCEPTABLE HYGIENIC QUALITY STANDARD AND COMPLIANCE WITH INFECTION CONTROL POLICIES.**

**PLEASE TAKE NOTE THAT ALL ITEMS AFFIXED AGAINST THE WALL SHALL REMAIN THE PROPERTY OF THE DEPARTMENT UPON EXPIRY OF THE ENVISAGED CONTRACT.**

#### 4. SCOPE OF WORK

The prospective contractor must render cleaning and hygienic services as per below mentioned areas:

- a) General cleaning of all ablution facilities, stairs, lifts, balconies, passages and foyers (common areas) including selected closed offices and open plan offices.
- b) Supply SABS approved cleaning materials.
- c) Stripping, cleaning of passages and steps.
- d) Cleaning departmental windows, floors including all glass doors.
- e) Supply and Installation of additional equipment for paper hand towels, air freshener units, toilet wet-wipes holders and soap dispensers with hand soap.
- f) Ensure that the cleaning is done daily preferably before eight o'clock.
- g) Supply toilet seat wet wipes.

## EXPECTED DELIVERABLES AND OUTPUTS

Item No	Description of Product	Compliance
1	Supply and Installation of 13 air freshener refills for fragrance units	Must be of Good Quality and SABS approved
2	Supply of liquid hand soap	Must be of Good Quality and SABS approved
3	Soap Dispensers	Must be of Good Quality and SABS approved
4	Disinfectants	Must be of Good Quality and SABS approved
5	Cleaners ammoniated detergent	Must be of Good Quality and SABS approved
6	Antiseptic and Deodorizing Agents	Must be of Good Quality and SABS approved
7	Supply and installation of toilet seat wet wipes, wet wipes holders and units	Must be SABS Approved
8	Supply and installation of equipment for paper hand towels paper hand towels units	Must be SABS Approved

## 5. TOILET LAYOUT

### ERF 5000 BUILDING

Floor	Toilets	Air Freshener Units	Soap Dispenser (Installation)	Urinal basins	Seat wipes	Paper Towels
<b>2<sup>nd</sup> Floor</b>						
Male	1	1	1	0	1	1
Female	1	1	1	0	1	1
Disabled	0	0	0	0	0	0
<b>Male &amp; Female</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>1</b>
<b>3<sup>rd</sup> Floor</b>						
Male	1	1	1	2	1	1
Female	2	1	1	0	2	1
Disabled	1	1	1	0	1	1
<b>4<sup>th</sup> Floor</b>						
Disabled	1	1	1	0	1	1
<b>Male &amp; Female</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>4</b>
<b>5<sup>th</sup> Floor</b>						
Male	1	1	1	2	1	1
Female	3	1	0	0	3	1
Disabled	0	0	0	0	0	0
<b>Grand Total</b>	<b>18</b>	<b>13</b>	<b>13</b>	<b>4</b>	<b>18</b>	<b>13</b>

**CLEANING PROGRAMME**

ITEM NO	ITEM DESCRIPTION	ACTIVITY	TIME FRAME
1.	Floor Maintenance (Floor Rug, Vinyl and Ceramic Tiles)	<ul style="list-style-type: none"> <li>- Sweeping and Mopping.</li> <li>- Spot clean and remove sticky objects.</li> <li>- Clean all carpets with industrial machine using SABS approved chemicals for toilet floors, stairs, lifts and passages</li> <li>- Vacuum clean thoroughly to ensure that all grease and dust is removed</li> </ul>	Daily
		<ul style="list-style-type: none"> <li>- Floors to be washed / striped with industrial machine with SABS approved.</li> </ul>	Bi-monthly
		<ul style="list-style-type: none"> <li>- Remove any spots from carpets and buff clean lift floors.</li> </ul>	Daily
2.	Ablution facilities	<ul style="list-style-type: none"> <li>- Clean and sanitise with disinfectant all bowls, basins vanities and urinals.</li> <li>- Scrub, clean and disinfect floors.</li> <li>- Report any water leaks, malfunctions or defects including faulty tap washers, flush valves, cisterns, faulty lights and obvious damage to building fabric.</li> <li>- Clean, wipe all toilet seats with a chemically impregnated cloth to disinfect all floors and seating in all areas.</li> </ul>	Daily
		<ul style="list-style-type: none"> <li>- Place 500 ml of approved drain cleaner liquid or granules into each urinal outlet in strict accordance with the manufacturer's instructions. This is to be done on Fridays after hours.</li> </ul>	Weekly

ITEM NO	ITEM DESCRIPTION	ACTIVITY	TIME FRAME
		<ul style="list-style-type: none"> <li>- Check and replenish deodorant blocks in urinals.</li> <li>- Blocks that will cause blockage in the drainage system may not be used.</li> </ul>	Monthly
3.	<b>Passages, Stairs, Balconies and Lifts</b>	<ul style="list-style-type: none"> <li>- Clean and maintain landings (corridor), and treads (step) according to finish.</li> <li>- Vacuum clean trappers mats and clean mat recesses.</li> <li>- Clean and blow out lift door grooves.</li> <li>- Polish and clean lift interior.</li> <li>- Wipe light switches.</li> <li>- Dust light fittings.</li> <li>- Clean and wipe down handrails, doors.</li> <li>- Dust vertical surfaces, pictures, lift doors.</li> </ul>	Every second day
4.	<b>Foyers and entrances</b>	<ul style="list-style-type: none"> <li>- Scrub tiled floor.</li> <li>- Wipe/Dust &amp; clean reception furniture</li> <li>Wipe down walls.</li> <li>- Dust picture/mirror frames.</li> <li>- Dust and Clean windows and Window sills, skirting, ledges, ceiling.</li> <li>-Wipe down fire extinguishers.</li> </ul>	Daily
5.	<b>Selected closed offices and open plan offices</b>	<ul style="list-style-type: none"> <li>- Scrub tiled floor.</li> <li>- Wipe/Dust &amp; clean office furniture</li> <li>- Wipe down walls.</li> <li>- Dust picture/mirror frames.</li> <li>- Dust and Clean windows and Window sills, skirting, ledges, ceiling.</li> <li>- Empty dust bins</li> </ul>	Daily

## **6. PROVISION OF OFFICES, STORES, WATER AND ELETRICITY**

The successful bidder will be provided with demarcated storage space of non-negotiable size free of charge. If the area is not adequate the bidder is to source additional space at own cost. Water and electricity will also be provided free of charge for the execution of cleaning services.

## **7. TRACK RECORD AND REFERENCES FOR FUNCTIONALITY PURPOSES**

Prospective bidders must provide reference letters from previously satisfied clients which indicate the following:

- Minimum of twelve months uninterrupted contracts which when added together amounts to twenty-four (24) months.

**(Reference letters in the client's letterhead with fixed/mobile contact numbers, signed by the authorized person must be provided)**

## **8. SECURITY IDENTIFICATION OF EMPLOYEES**

The bidder must supply each employee with a photo identification card. The card must contain the following information:

- The name of the firm (contractor) with contact numbers
- Name of employee
- Signature of the employee
- Contact numbers of service provider

The card must be always worn whilst on the premises of the department. The bidder must have sufficient control over the permits to prevent any unauthorised use thereof. A list of names of all employees who will be employed in the cleaning service contract must be furnished in writing to the Senior Manager: Supply Chain Management Unit and Manager: Security Service at least one week before the commencement of this contract. It is the responsibility of the prospective bidder to immediately notify this department in writing if there are any replacements, prior to such taking place.

At no time may the bidder or his/her affiliates give any information with regard to any government activities to the public or news media. In order to ensure the quality of service rendered and to exercise control over the employees of the bidder, it is expected of the contractor to have a supervisor present on the premises during the execution of the service referred to in the agreements.



## **9. LEGISLATIVE FRAMEWORK OF THE BID**

### **9.1 Tax legislation**

9.1.1 Bidder's tax compliance status shall be verified prior to the finalisation of the award of the bid and where possible a reasonable period shall be given to the bidder to sort its tax matters. Where services have been delivered satisfactorily without any dispute, the department will not delay processing payment of invoices as a result of outstanding tax matters, unless directed otherwise by the South African revenue Services.

9.1.2 It is the condition of this bid that the tax matters of the successful bidder are in order before the contract is awarded.

9.1.3 The Tax Compliance Status Requirements are also applicable to foreign bidders/individuals who wish to submit bids.

9.1.4 Bidders are required to be registered on the Central Supplier Database and the Department of Community Safety shall verify the bidder's tax compliance status through the Central Supplier Database.

9.1.5 Where Consortia/ Joint Ventures/ Sub- contractors are involved, each party must be registered on the Central supplier Database and their tax compliance status will be verified through the Central Supplier Database.

### **9.2 Procurement Legislation**

Department of Community Safety has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act No1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000) and the Broad Black Economic Empowerment Act, 2003 (Act No 53 of 2003).

### **9.3 Local Economic Development Procurement Framework**

In its procurement processes, the Department of Community Safety shall employ the contents of the Framework of Local Economic Development (LED) with the purpose of ensuring maximum retention of provincial fiscal spend within the Eastern Cape Province. This is aligned to the purpose of the LED Framework which is to provide a platform for state institutions to promote LED through their procurement processes, in so doing ensuring that at least 60% of their procurement is spent on products produced and supplied by suppliers in the Eastern Cape Province.

## 10. BRIEFING SESSION

A compulsory briefing and clarification session will be held on **10/11/2022 at 10h00**, at the following venue;

Department's Main Boardroom (Second Floor), situated at Corner Independence Avenue and Circular Drive, Erf 5000, Bhisho.

***No bidders will be allowed to attend the session after 10H30.***

## 11. TIMELINE OF THE BID PROCESS

The period of validity of Bid and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out below:

Advertisement of bid on Government e-Bid portal / print media / Bid Bulletin	04 November 2022
Compulsory briefing and clarification session	10 November 2022
Bid closing date	25 November 2022
Notice to bidder(s)	The department will endeavor to inform bidders of the progress until the bid is awarded.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at Department of Community Safety's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Department of Community Safety to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if Department of Community Safety extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## 12. CONTACT AND COMMUNICATION

12.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified persons:

### Regarding SCM information

Mr. Z Menziwa ([zosuliwe.menziwa@safetyec.gov.za](mailto:zosuliwe.menziwa@safetyec.gov.za) / [zosuliwe.menziwa@gmail.com](mailto:zosuliwe.menziwa@gmail.com)) (071 332 1116) during normal office hours viz. 08:00 – 16:30.

### Regarding technical information

Mr. L Leve (email- [Luvo.Leve@safetyec.gov.za](mailto:Luvo.Leve@safetyec.gov.za) (082 949 3961) during normal office hours viz. 08:00 – 16:30.

12.2 Any communication to an official or a person acting in an advisory capacity for Department of Community Safety in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

12.3 All communication between the Bidder(s) and Department of Community Safety must be done in writing.

12.4 Whilst all due care has been taken in connection with the preparation of this bid, Department of Community Safety makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Department of Community Safety, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

12.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Department of Community Safety (other than minor clerical matters), the Bidder(s) must promptly notify Department of Community Safety in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Community Safety an opportunity to consider what corrective action is necessary (if any).

12.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Community Safety will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

12.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Bidding process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

### **13. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s) where we have return address.

### **14. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

### **15. FRONTING**

15.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

15.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Department of Community Safety may have against the Bidder / contractor concerned.

### **16. SUPPLIER DUE DILIGENCE**

Department of Community Safety reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include presentation by the recommended bidder, site visits and requests for additional information.

**17. SUBMISSION OF PROPOSALS**

17.1 Bid documents must be placed in the bid box situated at Corner Independence Avenue and Circular Drive, Bisho, 5601 or couriered to the aforesaid address on or before the closing date and time. Service Providers who courier document must ensure that the document is placed in the bid box before the closing date and time **(08/08/2022 at 11h00)**.

17.1 Bid documents will only be considered if received by Department of Community Safety before the closing date and time, regardless of the method used to send or deliver such documents to Department of Community Safety.

17.2 The bidder(s) are required to submit one original bid proposal according to the following format:

BID PROPOSAL	YES/ NO
<b>Exhibit 1:</b> Pre-qualification documents <i>(Refer to Pre-qualification Criteria (Table 1))</i>	
<b>Exhibit 2:</b> <ul style="list-style-type: none"> <li>• Special conditions</li> <li>• Supporting documents for special conditions. <i>(Refer to Minimum Requirements)</i></li> </ul>	
<b>Exhibit 3:</b> <ul style="list-style-type: none"> <li>• Company Profile</li> <li>• Annexure B</li> <li>• Any other supplementary information</li> </ul>	
<b>Exhibit 4:</b>  Pricing Schedule	

***N.B In order to ensure that the original bid document remains intact, bidders are requested to attach the exhibits/ supporting documents at the back of the original bid document, for ease of reference.***

Bidders are requested to initial each page of the Bid document on the bottom right-hand corner.

**18. PRE- INCEPTION MEETING**

Department of Community Safety reserves the right to request a detailed project plan from the preferred bidders before the contract takes off.

**19. DURATION OF THE CONTRACT**

The successful bidder will be expected to render cleaning and hygienic service to the department for a period of thirty-six (36) months.

**20. EVALUATION AND SELECTION CRITERIA**

Department of Community Safety has set minimum standards that a bidder must meet in order to be evaluated and

selected as a winning bidder. The minimum standards consists of the Pre-qualification Criteria, Minimum Requirements Criteria and Price plus B-BBEE Evaluation.

<b>Pre- Qualification Criteria</b>	<b>Minimum Requirements Criteria</b>	<b>Price and B-BBEE Evaluation</b>
Bidders must submit all documents as outlined in paragraph 21.1. below.  <b>Only bidders that comply with all these criteria will proceed to the next stage of evaluation (functionality)</b>	Bidder(s) must meet all the criteria stipulated under Minimum Requirements in paragraph 22.2 to proceed to the Price and B-BBEE.  <b>Only bidders that comply with all the criteria will proceed to Price Evaluation and B-BBEE</b>	Bidder(s) will be evaluated in terms of Preferential Procurement Regulations, 2017.  80 points for price and 20 points for B-BBEE Status Level.  <b>This will be applied to only those bidders who have met the minimum required 45 points on functionality.</b>

**21. Pre-qualification**

21.1. Without limiting the generality of Department of Community Safety other critical requirements for this Bid, bidder(s) must submit documents listed in Table 1 below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements.

**Table 1: Documents that must be submitted for Pre-qualification**

<b>Documents that must be submitted</b>	<b>Will the non- submission of applicable document(s) result in disqualification?</b>	<b>Explanatory information</b>
Invitation to Bid --SBD 1	Yes	Complete and sign the supplied document

Documents that must be submitted	Will the non-submission of applicable document(s) result in disqualification?	Explanatory information
Tax Status Tax Clearance Certificate/ SARS PIN	No	<p>h) Bidder's tax compliance status shall be verified prior to the finalisation of the award of the bid and where possible a reasonable period shall be given to the bidder to sort its tax matters. Where services have been delivered satisfactorily without any dispute, the department will not delay processing payment of invoices as a result of outstanding tax matters, unless directed otherwise by the South African revenue Services. <b>(Refer Section 9.1.1)</b></p> <p>ii) Proof of Registration on the Central Supplier Database <b>(Refer Section 9.1.5)</b></p> <p>iii) Pin for tax number</p> <p>iv) In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</p>
Declaration of Interest SBD 4	Yes	Complete and sign the supplied document
Preference Point Claim Form – SBD 6.1	No	Complete and sign the supplied document. No points will be given where the claim is not completely filled to justify the points.
Registration on Central Supplier Database (CSD)	No	<p>The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit CSD printout as proof of registration.</p> <p><b>No award will be made to a bidder that is not registered on the Centralized Supplier Database.</b></p>
Joint Venture/Consortium Agreement (if applicable)	Yes	<p>A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.</p> <p>A trust, consortium or joint venture will qualify</p>

Documents that must be submitted	Will the non-submission of applicable document(s) result in disqualification?	Explanatory information
		<p>for points for their B-BBEE status level as an incorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Department of Community Safety will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.</p> <p>The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.</p>
B-BEE certificates/ Sworn affidavits	No	In terms of Regulation 4 of Preferential Procurement Regulations of 2017, this bid is only inviting responses from the Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) as defined in the said regulation within the required service.

## 22. Minimum Requirement of the bid

All bidders are required to provide all the information below. Failure to do so will result in disqualification of the bid:

22.1 Bidders must have been in the cleaning service industry for a minimum of two (2) years subject to:

- Minimum of twelve months uninterrupted contracts

22.2 The bidder must provide a letter from a bank confirming that there has been no dishonored debit orders/ payments in the past six months.



22.3 The bidder must have a fully functional branch/office within the Eastern Cape Province. Proof in form of municipal account or valid lease agreement with proof of latest rental payment for the past three months prior to closing date of the bid must be provided with the bid.

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
<b>1. Bidders Experience</b>  Bidders must provide reference letters from previously satisfied clients which indicates the following: <ul style="list-style-type: none"> <li>Minimum of twelve months uninterrupted contracts</li> </ul> (Reference letters in the client's letterhead with fixed contact numbers, signed by the authorized person must be provided)	3 and more valid reference letters with <u>the minimum of 12 months uninterrupted service record per reference letter</u>	30	20	30
	2 valid reference letters with the <u>minimum of 12 months uninterrupted service record per reference letter or 1 valid reference with a minimum of 24 months</u>	20		
	Below 2 valid reference letters with <u>minimum of 12 months of uninterrupted service record/ interrupted service record/ no proof of uninterrupted service record/ reference letter(s) with a total below 24 months</u>	0		
<b>2. Financial Stability</b>  Provide a letter from the bank which clearly indicates that there had been no dishonored debit orders/ payments in the past six months.  NB. Six months period should cover the month of February 2022 to July 2022.	Provide proof that there's been no dishonored debit orders/ payment(s) in the past six months	20	20	20
	Did not provide proof that there has been no dishonored debit orders/ payment(s) in the past six months.	0		
<b>3. Locality</b>  (Bidders must have functional branches/offices within the	Head Office situated within Eastern Cape Province	10	5	10

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
Eastern Cape Province and municipal account for not older than three (03) months/ lease agreement with the latest rental payment for the past three (03) months prior to closing date of the bid).	Functional branch/office within Eastern Cape	5		
	Functional branch/office outside Eastern Cape	0		
<b>TOTAL</b>			<b>45</b>	<b>60</b>

**NB:** A Bidder shall have to achieve at least 45 of the 60 points allocated for functionality (i.e. 75%) including minimum accepted points on each criterion to be eligible for further consideration.

### 23. Price and BBEE Evaluation (80+20) = 100 points

23.1 Only Bidders that have met the minimum requirements (refer to 27.2) will be evaluated for price and BBEE. Price and BBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2017 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

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

#### 1 Stage 1 – Price Evaluation (80 Points)

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

ii **Stage 2 – BBEE Evaluation (20 Points)**

iii **BBEE Points allocation**

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

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (ECBD 6.1); and
- B-BBEE Certificate or Sworn Affidavit in terms of the amended BBEE codes

**24. Sub-contracting**

Bidders who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status

level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

**iii Stage 3 (80 + 20 = 100 points)**

The Price and BBEE points will be consolidated.

**25. COMMUNICATION AND REPORTING**

The successful bidder must assign a Project Manager for this project. The Project Manager must submit a quarterly report to the Senior Manager: Supply Chain Management through the Assistant Manager: Auxiliary Services regarding the execution of the terms of reference set out in this bid document. Where necessary, a quarterly meeting will be held to discuss the report and any other issues arising during the course of the period.

The successful bidder must assign a Project Manager during all execution phases of this contract. The name of the Project Manager must be submitted to the Senior Manager: Supply Chain Management through the Assistant Manager: Auxiliary Services. The Project Manager is to liaise with the Assistant Manager: Auxiliary Services. Should the Project Manager change during the course of the contract for whatever reason, the SCMU office must be notified thereof and the person replacing the proposed Project Manager should be of equal or greater experience and skills as the original Project Manager.

**26. GENERAL CONDITIONS OF CONTRACT**

Any award made to a bidder(s) under this bid is conditional, amongst others, upon --

a) The bidder(s) accepting the terms and conditions contained in the approved terms of reference/ specification as the minimum terms and conditions upon which Department of Community Safety is prepared to enter into a contract with the successful Bidder(s).

Over and above, GCC shall apply in this bid a copy of which has been made available for prospective bidders to familiarize themselves.

**27. SPECIAL CONDITIONS OF THE CONTRACT**

27.1 Products and industrial equipment supplied and utilized should be of a high quality, preferably SABS approved cleaning chemicals and products must be used and supplied during the execution of this contract.

27.2 The bidder must at least have a minimum of 24 months in the cleaning services industry; failure to comply with this requirement will render the bid non-responsive.

27.3 During the execution of the contract, if the product and equipment supplied and utilised are not to satisfaction, the department reserves the right to request the service provider to immediately provide better quality products. If the service provider fails to comply with the request, the department reserves the right to cancel the contract.

27.4 Staff must always be dressed in well-maintained corporate clothing, which will be easily identifiable as employees of the contractor.

27.5 Original invoices must be submitted on a monthly basis once services have been rendered and not prior, stipulating the bid number and order number on a monthly basis. Payment will be done as prescribed by the PFMA.

**27.6 The prospective bidder will be required to sign an ECBD 7.2 contract form and a service level agreement with the department and MUST be given an official order before commencement with his/her duties.**

27.7 Price bidding structure: Prospective bidders must provide a detailed cost breakdown in respect of labour for the general cleaning and overheads (specify) cost and markup in relation to the expected deliverables (see Para 6 for the detailed deliverables).

27.8 Bidders must comply with all the applicable Occupational Health and Safety Act, Act No. 85 of 1993 and Labour Relations Act, Act No 66 of 1995.

27.9 The contracted service provider shall indemnify Department of Community Safety against any claim for compensation in terms of Workmen's Compensation Legislation for any loss caused by the contracted service provide; including any claim by any of its employee for any loss or damage resulting from any bodily injury and/ damage to property caused by its cleaning personnel.

27.10 Bidders must make provision for both Unemployment Insurance Fund (UIF) and Injury on Duty (IOD) in their Total Bid Amount. The inclusion of all overheads cost especially the UIF and IOD in the Total Cost structure (Pricing Schedule) is mandatory. **(A certified proof of registration with the Department of Labour for Workman's Compensation and (UIF) of employees must be attached together with the quotation)**

27.11 Prospective bidders will be requested to provide a complete detailed work plan. The work plan should detail exactly how the project will be carried out taking into consideration the scope of work. The work plan must address the following items:

- The number of cleaners assigned for the service.
- How cleaners will be grouped and assigned to each area and number of cleaners for each area
- How duties will be carried out, managed and monitored for compliance in terms of the scope of work.
- Control procedures and mechanisms put in place in order to monitor performance.

27.10 Department of Community Safety reserves the right:

- a) To award this Bid to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b) To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

- c) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- d) To correct any mistakes that may be identified in the Bid document before the bid closing date.

**28. CONTRACT PRICE ADJUSTMENT**

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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**29. SERVICE LEVEL AGREEMENT**

- a. Upon award Department of Community Safety and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Department of Community Safety, more or less in the format of the draft Service Level Indicators included in this Bid pack.
- b. Department of Community Safety reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- c. Bidder(s) are requested to:
  - i) Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
  - ii) Explain each comment and/or amendment; and
  - iii) Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.
- d. Department of Community Safety reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Department of Community Safety or pose a risk to the organisation.

**30. DEPARTMENT OF COMMUNITY SAFETY REQUIRES BIDDER(S) TO DECLARE**

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Community Safety;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat Department Of Community Safety fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department Of Community Safety;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. conduct their business activities with transparency and consistently uphold the interests and needs of Department Of Community Safety as a client before any other consideration; and
- h. ensure that any information acquired by the bidder(s) from Department Of Community Safety will not be used or disclosed unless the written consent of the client has been obtained to do so.

### **31. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

31.1 Department of Community Safety reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Department of Community Safety or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive Biding, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of Community Safety's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any Bid, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Bid Defaulters kept at National Treasury. (end-user and SCMU to verify)

### **32. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

32.1 The bidder should note that the terms of its Bid will be incorporated in the proposed contract by reference and that Department of Community Safety relies upon the bidder's Bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

33.2 It follows therefore that misrepresentations in a Bid may give rise to service termination and a claim by Department of Community Safety against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Community Safety and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

### **34. PREPARATION COSTS**



The Bidder will bear all its costs in preparing, submitting and presenting any response or Bid to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Community Safety, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

### **35. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Community Safety incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Department of Community Safety harmless from any and all such costs which Department of Community Safety may incur and for any damages or losses Department of Community Safety may suffer.

### **36. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

### **37. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. Department Of Community Safety shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

### **38. TAX COMPLIANCE**

No Bid shall be awarded to a bidder who is not tax compliant. Department of Community Safety reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted fraudulent Tax Compliance Information to Department of Community Safety, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

### **39. BID DEFAULTERS AND RESTRICTED SUPPLIERS**

No Bid shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Bid Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Department of Community Safety reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

#### **40. GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

#### **41. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that Department of Community Safety allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Department of Community Safety will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

#### **42. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's Bid(s) will be disclosed by any bidder or other person not officially involved with Department of Community Safety's examination and evaluation of a bid.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a bid. This bid and any other documents supplied by Department of Community Safety remain proprietary to Department of Community Safety and must be promptly returned to Department of Community Safety upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure Department of Community Safety's written approval prior to the release of any information that pertains to (i) the potential

work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

#### 43. DEPARTMENT OF COMMUNITY SAFETY PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Department of Community Safety proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s). Bidders must complete (*Annexure B*) for declaration.

#### 44. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid **SCMU15-22/23-002**, the Department of Community Safety may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

Compiled by:

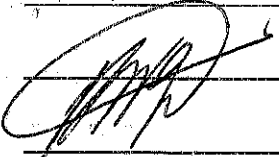
  
\_\_\_\_\_  
Mr. Z Menziwa  
SCM: Demand Management

Date: 02/11/2022

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\_\_\_\_\_  
AP   
Mr. L Leve  
End User: Deputy Director: Asset Management

Date: 02/11/2022

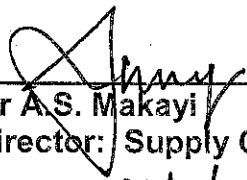
Approved Specification document/ Not Approved Specification document



Mr K. Nqini  
Chairperson: Bid Specification Committee

Date: 02/11/2022

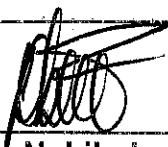
Recommended/ ~~Not Recommended~~



Mr A.S. Makayi  
Director: Supply Chain Management

Date: 2022/11/02

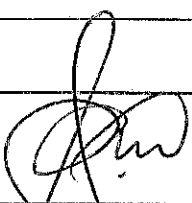
Recommended/ ~~Not Recommended~~



Ms N. Libala  
Chief Financial Officer

Date: 02/11/2022

Approved/ Not Approved



Mr. V.W. Mapolisa  
Head of Department

Date: 02/11/2022

**PROVISION OF CLEANING AND HYGIENIC SERVICES TO THE DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**NAME OF BIDDER:**

Bidders must insert in the space provided below and submit with their bid, the following statement showing the works which they have successfully carried out which can be verified by the department. The bidder hereby declare that the information is true and correct in every respect by virtue of his signature to this document.

Client Name	Contract Description	Value of Service	Year Completed

Bidder's Signature

Bidder's Stamp

\_\_\_\_\_

\_\_\_\_\_

**PROVISION OF CLEANING AND HYGIENIC SERVICES TO THE DEPARTMENT OF  
COMMUNITY SAFETY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**NAME OF BIDDER:**

**DECLARATION**

1. I ..... (full names) do hereby confirm that I am duly authorised to make this declaration on behalf of ..... (name of bidding entity).
  
2. Do hereby declare that ..... (name of bidding entity) and or its director(s) or representatives did not have access to any Department of Community Safety proprietary information or another matter that may have unfairly placed its bid in a preferential position in relation to any other bidder(s).

Signed on the ..... (day)..... (month)..... (year) at  
.....(place).

\_\_\_\_\_  
**Name and surname of duly authorised representative**

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

**TABLE A**

ANNEXURE C : SCMU15-22/23-002

**PROVISION OF CLEANING AND HYGIENIC SERVICES TO THE DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

NAME OF BIDDER:

**PRICING SCHEDULE**

Item No.	Activity	Unit cost	Quantity	Total cost
1.	Supply, delivery and installation of 13 units of soap dispensers		13	
2.	Supply, delivery and installation of 13 units of air freshners		13	
3.	Supply, delivery and installation of 13 units of equipment holders for paper hand towels		13	
4.	Supply and delivery of 18 units of toilet wet wipes holders		18	
	<b>Sub-total cost (once-off)</b>			
	<b>Add VAT (where applicable)</b>			
	<b>GRAND TOTAL</b>			

**TABLE B****NB: Only VAT vendors are eligible to charge VAT.****PRICING SCHEDULE**

	Item description	Activity	Time frame	COSTING			
				First 12 month	Second 12 month	Third 12 month	Totals
1.	Floor Maintenance (Floor Rug, Vinyl and Ceramic Tiles)	<ul style="list-style-type: none"> <li>- Sweeping and Mopping.</li> <li>- Spot clean and remove sticky objects.</li> <li>- Clean all carpets with industrial machine using SABS approved chemicals for toilet floors, stairs, lifts and passages</li> <li>- Vacuum clean thoroughly to ensure</li> </ul>	Daily				

## PRICING SCHEDULE

	Item description	Activity	Time frame	COSTING			
				First 12 month	Second 12 month	Third 12 month	Totals
		that all grease and dust is removed					
		- Floors to be washed / striped with industrial machine with SABS approved.	Bi-monthly				
		- Remove any spots from carpets and buff clean lift floors.	Daily				
2.	Toilets	<ul style="list-style-type: none"> <li>- Clean and sanitize with disinfectant all bowls, basins vanities and urinals.</li> <li>- Scrub, clean and disinfect floors.</li> <li>- Report any water leaks, malfunctions or defects including faulty tap washers, flush valves, cisterns, faulty lights and obvious damage to building fabric.</li> <li>- Clean, wipe all toilet seats with a chemically impregnated cloth to disinfect all floors and seating in all areas.</li> <li>- Refill toilet wet wipes holders, equipment for paper hand towels, air freshner units and soap dispensors.</li> </ul>	Daily				
		- Place 500 ml of approved drain cleaner liquid or granules into each urinal outlet in strict accordance with the manufacturer's instructions. This is to be done on Fridays after hours.	Weekly				
		- Check and replenish deodorant blocks in urinals. <b>(Blocks that will cause blockage in the drainage system may not be used).</b>	Monthly				



## PRICING SCHEDULE

No	Item description	Activity	Time frame	COSTING			
				First 12 month	Second 12 month	Third 12 month	Totals
3.	<b>Passages, Stairs, balconies and Lifts</b>	<ul style="list-style-type: none"> <li>- Clean and maintain landings (corridor), and treads (step) according to finish.</li> <li>- Vacuum clean trappers mats and clean mat recesses.</li> <li>- Clean and blow out lift door grooves.</li> <li>- Polish and clean lift interior.</li> <li>- Wipe light switches.</li> <li>- Dust light fittings.</li> <li>- Clean and wipe down handrails, doors.</li> <li>- Dust vertical surfaces, pictures, lift doors.</li> </ul>	Every second day				
4.	<b>Foyers and entrances</b>	<ul style="list-style-type: none"> <li>- Scrub tiled floor.</li> <li>- Wipe/Dust &amp; clean reception furniture</li> <li>Wipe down walls.</li> <li>- Dust picture/mirror frames.</li> <li>- Dust and Clean windows and Window sills, skirting, ledges, ceiling.</li> <li>-Wipe down fire extinguishers.</li> </ul>	Daily				
5.	<b>Selected closed offices and open plan offices</b>	<ul style="list-style-type: none"> <li>Scrub tiled floor.</li> <li>- Wipe/Dust &amp; clean reception furniture</li> <li>Wipe down walls.</li> <li>- Dust picture/mirror frames.</li> <li>- Dust and Clean windows and Window sills, skirting, ledges, ceiling.</li> <li>- Empty dust bins</li> </ul>	Daily				
<b>Sub Total</b>							
<b>Add VAT (where applicable)</b>							
<b>GRAND TOTAL</b>							

**TABLE C**

**SUMMARY PRICING SCHEDULE**

Item No.	Item Description	Total Costs
1.	Table A (Grand Total)	R
2.	Table B (Grand Total)	R
<b>TOTAL BID AMOUNT</b>		

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
 .....  
 .....

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  
**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
(name)..... in  
submitting the accompanying bid, do hereby make the following statements that  
I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

<sup>2</sup> 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

### 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
- 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;
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: 80/20

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

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

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

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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	NO
-----	----

7.1.1 If yes, indicate:



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

**(Tick applicable box)**

YES    NO

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

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
Any EME		
Any QSE		

**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-BBEE 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 favorable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....
	.....
	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Filled in task directive/proposal;
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination;
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....  
CAPACITY .....  
SIGNATURE .....NAME OF FIRM

<b>WITNESSES</b>	
1	.....
2	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
Accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

## GENERAL CONDITIONS OF CONTRACT

### CONTENTS

1. DEFINITIONS
2. APPLICATION
3. GENERAL
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6. PATENT RIGHTS
7. PERFORMANCE SECURITY
8. INSPECTIONS, TESTS AND ANALYSIS
9. PACKING
10. DELIVERY AND DOCUMENTS
11. INSURANCE
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14. SPARE PARTS
15. WARRANTY
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17. PRICES
18. CONTRACT AMENDMENTS
19. ASSIGNMENT
20. SUBCONTRACTS
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22. PENALTIES
23. TERMINATION FOR DEFAULT
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25. FORCE MAJEURE
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28. LIMITATION OF LIABILITY
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32. TAXES AND DUTIES
33. NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NIPP)
34. PROHIBITION OF RESTRICTIVE PRACTICES

## 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity,

wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his 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](http://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 as far as may be necessary for the 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.

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.

## **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 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.

10.2 Documents to be submitted by the supplier are specified

## **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.

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any.

- (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, 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.

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 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, 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.

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.

## 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 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 contract 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 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.

#### **24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

#### **25. FORCE MAJEURE**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **26. TERMINATION FOR INSOLVENCY**

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

#### **27. SETTLEMENT OF DISPUTES**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall

make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. LIMITATION OF LIABILITY**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

## **29. GOVERNING LANGUAGE**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that 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.



### **31. NOTICES**

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

### **32. TAXES AND DUTIES**

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

### **33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME**

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

### **34. PROHIBITION OF RESTRICTIVE PRACTICES**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by 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 a 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 Commission 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.