

DESCRIPTION		REQUIRED AT	ADVERT No.	CLOSING DATE
THE APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING AND SANITATION SPECIFICATIONS FOR SASSA KWAZULU NATAL REGION FOR A PERIOD OF TWELVE (12) MONTHS – HARRY GWALA DISTRICT				
NO BRIEFING SESSION  There will be no briefing session for this quotation request:		HARRY GWALA DISTRICT	SASSA: 029/22/CS/KZN	17 May 2022  At 11:00
VENUE AND PHYSICAL ADDRESS	DATE AND TIME			
No briefing				

**NB: Documents are to be downloaded from the website: [www.etenders.gov.za](http://www.etenders.gov.za)**

#### ENQUIRIES

Enquiries for SCM may be directed to Ms Thabiso N. Cingo at (033 846 3399) and for Technical (Specification) to Mr Raj Lutchman at (033 846 3317) during office hours (Monday to Friday) 08H00 to 16:00 by the 16-May-2022 to respond to your queries.

#### BIDS SUBMISSION

Bid documents must be deposited in the tender Box situated on Ground Floor of SASSA Offices – Reception area, No 1 Bank Street, Pietermaritzburg, 3201. Bid documents submitted by electronic mail, facsimile or other similar apparatus will not be accepted for consideration. Bidders should ensure that their bids are delivered in due date and time. Any bid documents received after the closing date and time will not be accepted.

**Advert placement date: 11 May 2022**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>							
BID NUMBER:		SASSA 029/22/CS/KZN		CLOSING DATE: 17/05/2022		CLOSING TIME: 11:00	
DESCRIPTION		THE APPOINTMENT OF SERVICE PROVIDERS FOR CLEANING AND SANITATION SPECIFICATIONS FOR SASSA KWA-ZULU NATAL REGION FOR A PERIOD OF 12 MONTHS – HARRY GWALA DISTRICT					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
SASSA BUILDING AT RECEPTION TENDER BOX							
1 BANK STREET							
PIETERMARITZBURG; 3201							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		Ms Thabiso N. Cingo		CONTACT PERSON		Mr Raj Lutchman	
TELEPHONE NUMBER		033 846 3399		TELEPHONE NUMBER		033 846 3317	
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS		thabisoc@sassa.gov.za		E-MAIL ADDRESS		rajl@sassa.gov.za	
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE	086	NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>							
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 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

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

Name of bidder.....	Bid number SASSA: <b>SASSA 029/22/CS/KZN</b>
Closing Time: 11:00AM	DATE: 17 MAY 2022

**OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.**

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	.....	

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

**\*Delete if not applicable**

## **STANDARD BIDDING DOCUMENT (SBD) 4**

### **BIDDER'S DISCLOSURE**

#### **1. PURPOSE OF THE FORM**

- 1.1** 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.
- 1.2** 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.

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<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.



## STANDARD BIDDING DOCUMENT (SBD) 4

**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:

.....

.....

.....

.....

.....

.....

**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;

## STANDARD BIDDING DOCUMENT (SBD) 4

- 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.
- 3.5 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.
- 3.6 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.
- 3.7 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

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<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.



**STANDARD BIDDING DOCUMENT (SBD) 4**

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.

**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



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**SBD 6.1**

## PREFERENCE POINTS CLAIM FORM

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE ACT.**

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<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) **“price”** 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

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

#### 3.2 DISPOSAL OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

#### 3.3 POINTS AWARDED FOR PRICE

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

- 4.1 In terms of paragraphs 5.2 and 6.2 of the Addendum to the SASSA Supply Chain Management Policy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

#### 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 3.1

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

#### 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if sub-contracting with an enterprise in terms of the SASSA's Terms of Reference ( TOR) or Specification:

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

**[TICK APPLICABLE BOX]**

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



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SOUTH AFRICAN SOCIAL SECURITY AGENCY

**CLEANING AND SANITATION SPECIFICATIONS FOR  
SASSA KWAZULU NATAL REGION FOR A PERIOD OF  
12 MONTHS**

# **SPECIFICATIONS FOR THE PROVISION OF CLEANING AND SANITATION SERVICES FOR SASSA OFFICE: KZN REGION FOR A PERIOD OF 12 MONTHS,**

## **ANCRONYMS**

Must be sorted in alphabetical order

SASSA	:	South African Social Security Agency
GCC	:	General Conditions of Contract
SCC	:	Special Conditions of Contract
KZN	:	KwaZulu Natal
SBD	:	Standard Bidding Documents
B-BBEE	:	Broad Based Black Economic Empowerment
CIPC	:	Companies and Intellectual Property Commission
CIPRO	:	Companies and Intellectual Property Registration Office
UIF	:	Unemployment Insurance Fund
PAYE	:	Pay as you earn
VAT	:	Value Added Tax
COIDA	:	Compensation for Occupational Injuries and Disease Act
OHS	:	Occupational Health and Safety
NCCA	:	National Contract Cleaners Association
SANAS	:	South African National Accreditation System
SABS	:	South African Bureau of Standards
SANS	:	South African National Standards
CPI	:	Consumer Price Index
STATSSA	:	Statistics South Africa
SDL	:	Skills Development Levy
BCCCI	:	Bargaining Council for the Contract Cleaning Services Industry
NCCA	:	National Contract Cleaners Association
SMME	:	Small Micro Medium Enterprise
EME	:	Emerging Micro Enterprise



# **SPECIFICATIONS FOR THE PROVISION OF CLEANING AND SANITATION SERVICES FOR SASSA OFFICE: KZN DISTRICT AND LOCAL OFFICES FOR A PERIOD OF 12 MONTHS**

## **1. OBJECTIVE**

The main objective is to procure the cleaning and sanitation services for SASSA KZN Region for a period of 12 months.

## **2. BACKGROUND**

2.1 SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act no. 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act no. 13 of 2004). The Agency is mandated to ensure effective and efficient delivery of service of high quality with regard to the management and administration of social grants such that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well the integrity of the whole system.

2.2 According to Section 8 (1) of the Occupational Health and Safety Act, Act, 1993 (Act no. 85 of 1993), as amended, the Agency is required to provide as far as reasonably practicable, a working environment that is safe and without risk to the health of its employees.

## **3. SCOPE OF WORK ON CLEANING AND SANITATION SERVICES**

3.1 The appointed service provider(s) will be required to provide:

3.1.1 Cleaning and sanitation services to SASSA KZN Offices (this includes park homes already existing, staff and public toilets).

- 3.1.2 Car wash service to all pool vehicles located at SASSA KZN Offices including the mobile units (**NB:** The service must be provided in a secured car wash facility closest to SASSA KZN Office Premises – within a 5 km radius);

**NB:** Details on the square meters and floor plan for Offices and pool vehicles are on **Annexure A**.

- 3.2 The service provider(s) are expected to provide cleaning services as described on:

**PART A – Office Cleaning Services Requirements**

**PART B – Sanitary Consumables Requirements**

**PART C – Pool Car Wash Service**

#### **4. KEY ASPECTS OF THE QUOTE PROPOSAL**

It is compulsory for all quote proposals submitted to cover the following:

- 4.1 Bidders must initial every page of the quote specifications and quote proposal, and ensure that all attachments are numbered.
- 4.2 List of chemicals and equipment (make, model and age of the equipment) to be used for general cleaning services must be indicated. Sanitary equipment and chemicals to be used must also be clearly listed. Also confirm in writing that only SABS / SANAS approved cleaning equipment and material will be used in SASSA premises.
- 4.3 Planned Joint Ventures/Sub-Contracting related to this project - This will only be considered to be valid if there is proof of agreement signed by all parties involved.

## **5. RESPONSIBILITIES**

### **a. The Service Provider shall:**

- Conduct business in a courteous and professional manner.
- Provide the necessary documentation as requested prior to the awarding of the contract.
- Comply with all relevant employment legislation and applicable bargaining council agreement, including UIF, PAYE, etc. SASSA shall monitor compliance for the duration of the contract and implement penalties for non-compliance, e.g. payment of cleaners in line with the relevant Sectorial Determination including payment for overtime work.
- Manage the internal disputes among his/her staff such that SASSA is not affected by those disputes.
- Ensure that all staff working under this contract are in good health and pose no risk to any SASSA employees.
- Comply with SASSA security and emergency policies, procedures and regulations.
- Not make use of fire hose reels or other fire extinguishers in offices for the purpose of executing project activities.
- Not use equipment, utensils or chemicals that may damage fittings, vehicle body painting, persons or any other contents in offices. SASSA has a right to reject any such equipment, utensils or chemicals that are detrimental to its property and staff.
- Not use any poisonous or highly flammable substances without the written consent of SASSA.

- Ensure that all work performed and all equipment used on site are in compliance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and any regulations promulgated in terms of this Act and the standard instructions of SASSA;
- Maintain cleaning equipment in good order so as to comply with the SASSA's Occupational Health and Safety Standards (a copy will be available on request).
- Re-fill, empty and clean machines and equipment only at such places as indicated/designated.
- Ensure that all staff working under this contract are adequately trained prior to the commencement of the contract. Even the relievers must be fully trained before they are deployed to SASSA. The service provider shall be penalized for the poor performance of his/her staff. SASSA reserves the right to order the immediate removal of a staff member who is poorly performing.
- Provide all staff working under this contract with uniforms, which state the name of the service provider and that can be clearly distinguished from other service providers, SASSA staff, etc. SASSA reserves the right to order the immediate removal of a staff member that does not adhere to any requirement of the tender specifications.
- Ensure that SASSA is informed of any removal and replacement of staff. For security reasons, SASSA reserves the right to vet all persons working under this contract.
- Sanitary waste must be removed and not to be kept within the agency's premises. Disposal bins must be replaced with the clean disinfected bins together with the inner plastic bags and must have self-closing tight fitting lids with trap doors with non-touch opening / closing mechanism. One (1) bin per female cubicle. Ensure and enforce that all its staff working at the Regional,

Districts, and Local Offices should work a minimum of eight (8) hours per day.

- Day to day management of the water coolers.
- Gardening services: all grass cutting, trees pruned and shrubs must be cut and removed away from the Agency premises. (Maintaining of the gardening/ flower beds.)

**The onus is upon service provider to familiarize themselves with the project site.**

**b. SASSA shall:**

- Manage the contract in a professional manner.
- Monitor the service provider if he/she pays the cleaners in line with the Sectoral Determination 1: Contract Cleaning Sector and take steps against the service provider if there is non-compliance.
- Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfill their duties.
- Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract.
- Not tolerate any unfair labour practices between service provider and his/her staff) that happen during the execution of the project activities.
- Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- Provide a storage facility for equipment and materials where possible.
- If necessary request the withdrawal of a staff member/cleaner if he/she poses a threat in any form to SASSA employees and clients.

## **6. GENERAL CONDITION OF THE QUOTE**

### **SCOPE EXPANSION AND REDUCTION**

- There may be a reduction or expansion of scope of work during the running of the contract, necessitated by operational requirements. For an example, new offices may be added or offices from which the region has relocated will be removed from the scope of work.
- In the event of scope expansion, successful bidder/s must service these new offices on the same terms and conditions of the existing contract.
- This contract may be terminated by other party with one-month notice.

## **7. SPECIAL CONDITIONS OF CONTRACT**

**Failure to comply with the following mandatory requirements will lead to disqualification of the bid:**

- 7.1** Bidders must submit their quote proposals in line with the quote specifications and the attached **Annexures**.
- 7.2** Bidders are required to attach proof of registration with Bargaining Council the contract Cleaning Services Industry (BCCCI) or National Contract Cleaners Association (NCCA) Certificate.
- 7.3** This is a one (1) year contract on a month to month basis but SASSA reserves the right to terminate/cancel it any time before its expiry date, by giving the other Party a thirty (30) days written notice, and without SASSA being held liable for damages, of whatsoever nature, that the other Party may incur as a result of the termination/cancellation of the contract.
- 7.4** The short listed bidders shall be subjected to the security clearance process. Only bidder(s) who are cleared during security clearance process shall be considered for appointment.
- 7.5** The contract shall be concluded between SASSA and the successful service provider(s).
- 7.6** SASSA reserves the right to award the bid to one or more service providers.

- 7.7 SASSA reserves the right to award the bid in whole or only partial.
- 7.8 Site inspections may be conducted.
- 7.9 Bidders shall be disqualified if found to have misrepresented information in their bid proposals.
- 7.10 Bidders must comply with safety regulations at all times during Operations.
- 7.11 75 % of the workforce (cleaners) must be recruited from the local communities.
- 7.12 Implementation of Penalties will be in line with Clause 22 and 23 of the General Conditions of Contract, (Refer to SASSA Penalty clause)
- 7.13 There will be **No** briefing session.

## 8. ADMINISTRATIVE COMPLIANCE

**NB: Failure to submit and adhere to the following requirements with the proposal may disqualify the bidder's proposal.**

### ADMINISTRATIVE COMPLIANCE

- Valid Tax Clearance Certificate / Tax verification Pin
- CSD Report Summary
- Certified Copies of CIPC (Previously known as CIPRO) registration (within 6 months).
- Certified ID Copies for all Company Directors (within 6 months).
- Attach valid Compensation for Occupational Injuries and Disease Act certificate or Letter for tender purposes obtainable from the Department of Labour (COIDA).
- Attach valid Unemployment Insurance Fund certificate or Letter for tender purposes obtainable from the Department of Labour (UIF).
- SASSA may verify all administrative documents listed above for authenticity purpose, which could result in the quote being disqualified and reported to National Treasury.
- Submission of all fully completed and signed SBD forms in response to the requirements outlined in the quotation document.

## 9. EVALUATION OF THE TENDER

**Bid documents will be evaluated according to the one stage:**

### 9.1 Stage one - Price and Preference

The quotation proposals shall be evaluated in accordance with the 80/20 principle. The evaluation shall be conducted as follows:

<b>Price and Preference</b>	<b>100</b>
Price	80
BBBEE Status Level of Contribution	20

#### **Points awarded for B-BBEE Status Level of Contribution**

In terms of paragraphs 5.2 and 6.2 of the Addendum to the SASSA Supply Chain Management Policy, 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>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>

Bidders must submit proof of its B-BBEE status level contributor from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Sworn Affidavit signed by



commissioner of oath. Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

## **10. CONTRACT ADMINISTRATION**

- 10.1** Successful bidders must advise the Supply Chain Management Unit and Project Manager immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 10.2** Full particulars of such circumstances as well as the period of delay must be furnished.
- 10.3** The administration of the quote and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

## **11. GENERAL CLEANING EQUIPMENT REQUIRED**

- Industrial Heavy duty carpet cleaner (wet and dry);
- Industrial vacuum cleaners (less noise). **NB: The number of vacuum machines allocated must enable cleaners to vacuum in line with the requirements in PART A – Office Cleaning Services Requirements. THERE MUST BE NO SHORTAGE OF VACUUM CLEANERS and must be functional at all times where applicable.**
- Disc stripping machine;
- Mop trolleys;
- And all other necessary equipment.

### **11.1 Every worker must have the following:**

- Broom;
- Toilet Brushes
- She Bins
- Ladders
- Dishwashing liquid
- Multi-surface cleaner
- Bleach

- Dishwashing cloths
- Scourers
- Refuse bags
- Mop trolley;
- Scrubbing brushes;
- Buckets;
- Steel wool;
- Buffing machine;
- Furniture polish;
- Multipurpose cleaner;
- Toilet cleaner;
- Disinfectant soap;
- Dusters;
- Scourers;
- And all other necessary cleaning material.
- Signage relating to cleaning (example wet floors)

**11.2** Every worker must be clothed in full uniform, depicting the name of the company.

### **11.3 Meetings**

The project manager of the appointed cleaning company must attend the following meetings organized by SASSA:

- Occupational Health and Safety (OHS) meetings;
- Ad-hoc meetings organized as and when necessary;
- Progress review meetings to be held on a monthly basis.

**11.4** The supervisor must draw up timetables and work schedules on a daily basis.

**11.5** Disaster Management: In the event of flooding or any other incident, which may occur, emergency cleaning must be undertaken by the service provider at additional cost.

## **12. PRICE**

All prices charged should be inclusive of VAT. The quote proposal must clearly indicate the total price for the twelve (12) months.

## **13. PRICE ADJUSTMENTS**

There will be no CPI price adjustment for this proposal as it is less than 12 months. Only Sectoral Determination may be implemented whenever it is adjusted during the contract period.

## **14. PROJECT CO-ORDINATION ARRANGEMENTS**

The Facilities and Auxiliary Support Services Unit, based at SASSA KZN Regional Office shall be responsible for the coordination of this project. Quotations should be submitted/deposited at the tender box situated in the following address:

### **SASSA**

#### **KZN Regional Office**

Reception area (Ground Floor)

1 Bank Street

Pietermaritzburg

3201

## **15. PROJECT PERIOD**

The project will commence on 1 June 2022 notwithstanding the signing the contract. The service provider will be expected to provide cleaning and sanitation services for a period of twelve (12) months.

## **PART A – OFFICE CLEANING SERVICES REQUIREMENTS**

### **STANDARD CLEANING ACTIVITIES**

#### **FLOOR MAINTENANCE:**

##### **Resilient Floors:**

- |                      |                         |
|----------------------|-------------------------|
| ○ Sweep or damp mop. | Daily and when required |
| ○ Machine burnish.   | Monthly if applicable   |

##### **Stone Floors (ceramic tiles):**

- |                  |                         |
|------------------|-------------------------|
| ○ Sweep.         | Daily and when required |
| ○ Damp Mop.      | Daily and when required |
| ○ Machine Buff.  | Monthly                 |
| ○ Machine scrub. | Monthly                 |

##### **Rugs and Carpeting:**

- |                            |                         |
|----------------------------|-------------------------|
| ○ Vacuum clean thoroughly: |                         |
| - Heavy traffic areas.     | Daily and when required |
| - Medium traffic areas.    | Alternative Days        |
| - Light traffic areas.     | Twice per week          |

#### **DUSTING:**

- |   |                         |
|---|-------------------------|
| ○ Dust all surface (low level).           | Daily and when required |
| ○ Dust all high ledges and fittings.      | Weekly                  |
| ○ Dust all surfaces (wall, cabinet, etc.) | Weekly                  |

- Dust all window ledges. Daily and when required
- Dust telephones and Computer equipment. Daily and when required
- Clean and disinfect telephones. Weekly

#### **WASTE DISPOSAL:**

- Provide refuse bags for the bins Daily and when required
- Empty and clean all waste receptacles. Daily and when required
- Remove all waste to specified areas. Daily and when required
- Remove all waste papers. Daily and when required

#### **WALLS AND PAINTWORK:**

- Spot clean all low surface, i.e. glass, walls, doors and light switches. Daily and when required

#### **GLASS AND METAL WORK:**

- Spot clean glass doors. Daily and when required

#### **ENTRANCE AND RECEPTION:**

- Sweep entrance steps and entrance. Daily and when required
- Clean doormats and wells. Daily and when required
- Wash steps. Daily and when required

#### **TOILETS AND REST ROOMS:**

##### **Normal usage toilets and rest rooms**

- Provide toilet brushes for all toilets Once off and when required
- Maintain floors according to types. Daily and when required
- Deep clean normal usage toilets Quarterly
- Damp mop floors with disinfectant. Daily and when required

- |   |                         |
|---|-------------------------|
| ○ Empty and clean all waste receptacles.  | Daily and when required |
| ○ Empty and clean sanitary bins.  | Weekly                  |
| ○ Clean and sanitise all bowel basins, urinals, showers and baths (where applicable). | Daily and when required |
| ○ Clean all mirrors.  | Daily and when required |
| ○ Clean all metal fittings.   | Daily and when required |
| ○ Spot clean walls, doors, partitions and lockers where applicable.                   | Daily and when required |
| ○ Replenish consumables i.e. toilets papers, soap and towel cabinets.                 | Daily and when required |

#### **High usage toilets and rest rooms**

- |   |                                     |
|---|-------------------------------------|
| ○ Provide toilet brushes for all toilets  | Once off and when required          |
| ○ Maintain floors according to types.   | 4 Times Daily required              |
| ○ Deep clean normal usage toilets   | Monthly                             |
| ○ Damp mop floors with disinfectant.  | Twice Daily or as and when required |
| ○ Empty and clean all waste receptacles   | Twice Daily                         |
| ○ Empty and clean sanitary bins.  | Twice Daily                         |
| ○ Clean and sanitise all bowel basins, urinals, showers and baths (where applicable). | Daily and when required             |
| ○ Clean all mirrors.  | Daily and when required             |
| ○ Clean all metal fittings  | Daily and when required             |
| ○ Spot clean walls, doors, partitions and lockers where applicable                    | Daily and when required             |
| ○ Replenish consumables i.e. toilet papers, soap and towel cabinets                   | Daily and when required             |

**LIFTS AND LIFT FOYERS:**

- Completely clean interior of all lifts including indicator boards. Daily and when required
- Clean lift door tracks. Daily and when required

**STAIRCASES:**

- Dust and sanitize handrails and fittings. Daily and when required
- Maintain landings, treads and risers according to finish. Daily and when required
- Clean fire escape. Weekly

**WINDOW CLEANING:**

- Clean interior and exterior faces of all accessible windows. Quarterly (only on weekends)
- Clean partition glass. Weekly

**BLINDS:**

- Dust. Twice a week
- Ensure that blinds are in place. Daily and when required

**NB: The service provider shall be held accountable for the blinds damaged by the cleaners**

**PARKING:**

- Pick up litter and remove to agreed area. Daily and when required
- Sweep. Weekly

**STOREROOMS:**

- |   |                                 |
|---|---------------------------------|
| ○ Scrub the floor.                            | Twice a month and when required |
| ○ Dust all areas                              | Twice a month and when required |
| ○ Remove all unwanted papers and other items. | Twice a month and when required |

**WALKWAY / BUILDING SURROUNDINGS:**

- |   |                         |
|---|-------------------------|
| ○ Pick up litter and remove to agreed area. | Daily and when required |
| ○ Sweep.                                    | Weekly                  |

**REFUSE AREA:**

- |   |                               |
|---|-------------------------------|
| ○ Operate compactor.  | When required (If applicable) |
| ○ Maintain compactor / refuse area in a clean and hygienic condition.                         | When required (If applicable) |
| ○ Sweep and keep the refuse area tidy<br>(maintain refuse area in a clean hygienic condition) | Daily and when required       |

**DINNING ROOMS:**

- |  |                         |
|--|-------------------------|
| ○ Maintain and clean floors according to type.                   | Daily and when required |
| ○ Dust all vertical and horizontal surfaces to a height of 2.5m. | Daily and when required |
| ○ Damp wipe furniture.   | Daily and when required |
| ○ Empty and clean receptacles.                                   | Twice a day             |



- Collect dirty dishes and wash them in the kitchen. As and when required

#### **KITCHEN:**

- Maintain and clean floors (inside and outside). Daily and when required
- Wash the dishes in the kitchen. Four times a day and when required
- Clean the fridges. Fortnightly and when required
- Clean the microwaves Daily
- Clean and re-fill water boilers Daily

#### **BOARDROOMS:**

- Maintain and clean floors. Daily and when required
- Dust all boardroom tables and chairs. Daily and when required
- Collect dirty dishes and wash them in the kitchen As and when required

#### **OFFICES**

##### **In addition to the standard cleaning activities for offices**

- Collect dirty dishes and wash them in the kitchen As and when required
- Wash water jugs and glasses and re-fill water jugs Daily and when required

#### **WATER COOLERS:**

- Clean and re-fill water coolers Daily

#### **SERVICE TIMES:**

- Day cleaning - Monday to Friday from 06h30 to 15h00 or as practical in the environment, but subject to 8 hours a day.

- Night cleaning is not allowed unless a need arises.

#### **MISCELLANEOUS:**

- |                                     |               |
|-------------------------------------|---------------|
| ○ Polish desk and office furniture. | Fortnightly   |
| ○ Wash vinyl covered furniture.     | Monthly       |
| ○ Vacuum cloth covered furniture.   | Monthly       |
| ○ Removal of empty boxes            | When required |

#### **QUARTERLY CLEANING EXERCISES**

- |   |                                   |
|---|-----------------------------------|
| ○ Carpet cleaning (deep cleaning)                               | Quarterly (only on weekends)      |
| ○ Clean interior part of windows                                | Quarterly (only on weekends)      |
| ○ Deep Cleaning of Couches<br>(Number may increase or decrease) | Six monthly (only on<br>Weekends) |
| ○ Pest Control  | Quarterly (only on weekends)      |
| ○ Deep cleaning of chairs<br>(Number may increase or decrease)  | Six monthly (only on<br>Weekends) |

#### **EXCLUDED AREAS:**

- Electrical and mechanical plant rooms.

#### **PART B – Sanitary Consumables Requirements**

**NB:** The service provider must install and maintain the following sanitary consumables required:

- Toilet Paper Holders and Refills;  
**Toilet Paper Quality must comply with SANS 1887 Part 2**
- Sensor/Manual Operated Hand Towel (Paper) Dispensers and Refills;  
**Hand Towel Quality must comply with SANS 1887 Part 8**

- Foam Seat Spray Dispensers (Foam) and Refills;
- Sanitizer Drip Master for Urinals;
- Sensor/Manual operated Sanitary Waste Bins and Removal Service (weekly);
- Sensor/Manual Operated Hand Soap Dispenser (Foam) and Refills;
- Hand Towel Waste Bins and Removal Service;
- Air Fresheners (Digital) and Refills.

#### **ADDITIONAL AIRFRESHENERS**

- Air Fresheners (Digital) for two corridors on the Ground Floor on the Podium and Refills; (if applicable)
- Air Fresheners (Digital) for Boardrooms and Refills;
- Air Fresheners (Digital) for Basement Reception.

**N.B:** The service provider shall be expected to properly monitor the usage of the abovementioned and ensure that **THERE IS NO SHORTAGE AT ALL TIMES.**

#### **PART C – POOL CARS WASH SERVICES**

**N.B:** Each Pool vehicle must be washed weekly. The car wash service must be provided in a secure and safe car wash facility closest to SASSA KZN within a 5 km radius where applicable.

- Provide a complete car wash service which includes the following (weekly):
  - Wash the exterior part of the vehicle, including windows;
  - Polish dashboards;
  - Vacuum the driver and passenger seats;
  - Vacuum the floor mats in the driver and passengers' seats;
  - Wash and polish car tyres.

## **PART D– GARDEN SERVICES REQUIREMENT**

- Cutting and removing of grass once a month from April to September and twice a month from October to March.
- Pruning of trees and shrubs as and when required.
- Tilling of soil/ flower beds as and when required.

1. Garden services to be offered as follows:

- Taking out the weeds;
- Clearing the yard;
- Cutting the grass;
- Cutting the trees;
- Trimming of flowers/shrubs;
- Sweeping surroundings;
- Watering the grass/garden

2. The Service Provider must make sure that all the rubble and waste are removed from the yard after the service has been rendered.

3. The service provider will provide their own equipment viz.

- Spade;
- Iron rake;
- Hosepipe;
- Spit fork;
- Wheel barrow;
- Grass cutter;
- Lawnmower

## ENQUIRIES

The following officials can be contacted in respect of bid enquiries, from the date of advert until two (2) days before the quotation closing date.

### a) Technical enquiries

Name of Region	Contact Number	Contact Person	Email Address
KwaZulu Natal	033 846 3317	Mr. Raj Lutchman	<a href="mailto:RajL@sassa.gov.za">RajL@sassa.gov.za</a>

### b) Supply Chain Management

Name of Region	Contact Number	Contact Person	Email Address
KwaZulu Natal	033 846 3399	Ms. Thabiso N. Cingo	<a href="mailto:ThabisoC@sassa.gov.za">ThabisoC@sassa.gov.za</a>

# ANNEXURE - A

## HARRY GWALA DISTRICT

No	Local Office	Square Meters	Number Of Cleaners	Number Of Vehicles	Number Of Toilets Male/ Female	Number Of Public Toilets Male/ Female	Number Of She Bins	Number Of Toilet Roll Dispenser	Number Of Paper Towels Dispensers	Air Freshener Dispenser	Soap Dispenser
1	Hlanganani	120m <sup>2</sup>	1	2	1 1	1 1	2	3	2	2	2
2	Ixopo	150m <sup>2</sup>	1	2	1 1	1 1	2	2	2	2	2
3	Pungashe	140m <sup>2</sup>	1	2	1 1	1 1	2	3	2	2	2
4	Umzimkhulu	350m <sup>2</sup>	2	2	1 2	1 4	6	3	2	2	2
5	Kokstad	650m <sup>2</sup>	2	2	2 2	2 2	4	2	2	2	2
6	Underberg	150m <sup>2</sup>	1	2	1 1	1 1	2	4	2	2	2
	TOTAL	1560m <sup>2</sup>	8	12	7 8	6 10	18	17	12	12	12

# ANNEXURE - B

## HARRY GWALA DISTRICT

No	Local Office	Garden services required Yes/No	Square Meters for Gardening	Shared with DSD Yes/No	Comments with regards to scope of work to be done eg, Grass cutting, tree felling, weeding, pruning of trees
1	HLANGANANI	YES	675 <sup>M2</sup>	YES	GRASS CUTTING, TREE FELLING, WEEDING, PRUNING OF TREES
2	IXOPO	YES	720 <sup>M2</sup>	YES	GRASS CUTTING, TREE FELLING, WEEDING, PRUNING OF TREES
3	PUNGASHE	YES	120 <sup>M2</sup>	YES	GRASS CUTTING, TREE FELLING, WEEDING, PRUNING OF TREES
4	UMZIMKHULU	YES	225 <sup>M2</sup>	NO	GRASS CUTTING, TREE FELLING, WEEDING, PRUNING OF TREES
5	KOKSTAD	NO		NO	
6	UNDERBERG	YES	176 <sup>M2</sup>	YES	GRASS CUTTING, TREE FELLING, WEEDING, PRUNING OF TREES

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**



**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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 so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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



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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)