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**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

DUE AT 11:00 AM ON

21 DECEMBER 2023

WTE-0035ES

**THE PROVISION OF CLEANING, FUMIGATION AND DISINFECTING
SERVICES TO THE MIDMAR CLUSTER OFFICE FOR A TWENTY-FOUR
(24) MONTH PERIOD**

SUBMIT TENDER DOCUMENT

TO

POSTAL ADDRESS:
SUPPLY CHAIN MANAGEMENT OFFICE:
WATER AND SANITATION
PRIVATE BAG X 24
HOWICK, 3290
NB: PLEASE QUOTE TENDER NUMBER

OR

TO BE DEPOSITED IN:
THE TENDER BOX AT THE ENTRANCE
OF MIDMAR DAM GUARDHUT
MIDMAR DAM
NB: PLEASE COMPLETE REGISTER

TENDERER: (Company address and stamp)

COMPILED BY: DEPARTMENT OF WATER AND SANITATION:

DEPARTMENT OF WATER AFFAIRS

INSTRUCTIONS TO BIDDERS: PURCHASES

1. The standard bidding forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made of any item but only on a photocopy of the page in question or on other forms obtainable from the Head of Procurement: Department of Water Affairs, Private Bag X313, Pretoria, 0001, Attention: Supply Chain Management Office. Additional offers made in any other manner may be disregarded.
2. Should standard bid forms not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in bids.
3. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
4. Where items are specified in detail, the specifications form an integral part of the bid document and bidders shall indicate in the space provided whether the items offered are to specification or not.
5. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified".
6. In cases where the items are not to specification, the deviations from the specifications shall be indicated.
7. The bid prices shall be given in the units shown.
8. With the exception of basic prices, where required, all prices shall be quoted in South African currency.
9. Delivery basis:
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of bid, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 9(a), bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified.
10. Unless specifically provided for in the bid document, no bids transmitted by telegram, telex, facsimile, e-mail or similar apparatus shall be considered.

ANNEXURE 7

11. Bids received after the closing date and time are late and will as a rule not be accepted for consideration.
12. Bids will be opened in public, that is, bidders or their representatives may be present. If requested by any bidder, the names of bidders and if practical the total amount of each bid and of any alternative bids, will be read aloud.
13. The period for which offers are to remain valid and binding is indicated in the bid documents and is calculated from the closing date on the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or public holiday, the bid is to remain valid and binding until the close of business on the following working day.
14. These conditions (Annexure 7) form part of the bid and failure to comply therewith may invalidate a bid.
15. Bidders are requested to promote local content optimally. Bidders who use locally manufactured components, products, equipment and systems, may claim preferences as set out in the Preference Points Claim Form, if attached.
16. After public opening of bids, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards will not be disclosed to bidders or other persons not officially concerned with the process, until the successful bidder is notified of the award. The bid documentation of bidders is considered to be confidential and will under no circumstances be made available to other bidders or other persons.
17. If you are a supplier but not the actual manufacturer and will be sourcing the product(s) from another company, a letter from that company(ies)/supplier(s) confirming firm supply arrangement(s) in this regard, has to accompany your bid and failure to submit the document may invalidate your bid.
- 17.1 The said company/supplier must confirm that it has familiarised itself with the item description, specifications and bid conditions and if the bid consist of more than one item it should be clearly indicated in respect of which item(s) the supportive letter has been issued.
18. The financial standing of bidders and their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
19. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.
20. The Department is not obliged to accept any bid. The evaluation of a bid will be done in accordance with the Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000) and its regulations.

ANNEXURE 7

21. After approval of the bid, both parties must sign a written contract. The Contract Form must be filled in duplicate by both the successful bidder and the purchaser. Both Contract Forms must be signed in the original so that the successful bidder and the purchaser would be in possession of originally signed contracts for their respective records.

21.1 Failure of the successful bidder to sign the Contract Form in ink may result in the invalidation of their bid.

July 2004

Special Conditions of Bid: Purchases



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

INFRASTRUCTURE MANAGEMENT: OPERATION EASTERN

CLEANING SERVICES, FUMIGATION AND DECONTAMINATION FOR MIDMAR AREA OFFICE AND EASTERN CLUSTER OFFICE WITHIN OPERATIONS EASTERN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

INTRODUCTION

The purpose of the specification is to detail the scope of work, incorporating the tasks and responsibilities of the Service Provider required by Operation Eastern for Cleaning, Fumigation and Decontamination Service at the Midmar Area Office and Eastern Cluster Office for a period of twenty-four (24) months. The primary objective of this requirement is to ensure that all these services are available to enable officials to function in a clean and hygienic environment and to perform their daily duties as prescribed by the Department Water and Sanitation.

BACKGROUND

Operation Eastern intend to outsource these Services at the Midmar Area Office and Eastern Cluster Office to a Service Provider. This is all inclusive of cleaning services (including removal and disposal of sanitary waste) and provision of cleaning material and equipment, decontamination of all offices and deep cleaning of all offices and all toilets, all boardrooms and entrance foyers in all buildings and fumigation of all buildings for a period of twenty-four (24) months.

Operation Eastern intend to enter into a Service Level Agreement with a Service Provider who is to provide the services required. The services rendered will be for the Service Provider's own account, taking responsibility for all risks including management/servicing of all equipment (including disposal of sanitary waste), management of cleaning material and stock control.

DURATION OF SERVICE

The intended term of the contract will be for a period of twenty-four (24) months. The Department of Water and Sanitation's official working days (Excluding Public Holidays) are from Monday to Friday 07:15 – 15:45. It must be further noted that Operation Eastern has employees in excess of 60; these are sitting in various offices. The Service provider will be required to provide the Department of Water and Sanitation with six cleaners which three will must be females and other three males.

EQUIPMENT FOR CLEANING SERVICES

All equipment needs to be of an acceptable quality standard. An acceptable quality standard would be equipment of a brand name that is recognized within the facilities management industry as being durable in construction and reliable in service. Each serviced area need to be allocated sufficient equipment per office.

Sufficient and separate gloves for each area should be provided for the cleaning of the bathrooms, kitchens and general areas. These gloves should be replaced monthly.

We require proper cleaning cloths for various areas in colour codes as follows:

- Red for bathroom purposes;
- Yellow for the workstations and equipment amongst other telephone equipment and computers; and
- Blue for the kitchens

The successful bidder shall provide a list of cleaning equipment that will be used to render the cleaning services, for example:

- ☐ Vacuum Cleaners
- ☐ Brooms
- ☐ Mops
- ☐ Buckets
- ☐ Ladder (Long)
- ☐ Ladder (short)
- ☐ Industrial carpet washer
- ☐ High pressure water washers
- ☐ Industrial strength steam cleaner (similar or equal to the Gemini)

The Department hold the right to conduct inspections at any given time to ensure adherence to the **Occupational Health & Safety Act** pertaining to equipment, hazardous chemicals and Personal Protective Equipment (clothing). **Non adherence to the Health & Safety Act may result in the termination of the contract.**

DECONTAMINATION OF THE BUILDINGS

SCOPE OF WORK

The Service Provider will be expected to render a comprehensive disinfecting/fogging service, including disinfection of household surfaces; tables, hard backed chairs, doorknobs, light switches, handles, desks, toilets, sinks, ceiling, windows, doors, flooring, walls blinds/curtains, table surfaces, photo copy machines and all surfaces that exists within the office space.

Upon completion of work, the service provider should submit a signed comprehensive work report and certification based on the service rendered.

The "mist" that is available on the market will assist to keep the buildings safe for employees.

DISINFECTING SPECIFICATIONS SPECIAL CONDITIONS

The chemicals that will be used should be SABs approved and registered with the National Regulator for Compulsory Specification (NRCs). And the supplier should provide us with the registration numbers and the MSD Sheets.

Type of Cleaning and Disinfection: Surface disinfection must be used for the cleaning and disinfection. The method of surface disinfection is first to clean the surface with water and detergent solution, then applying a disinfectant and allowing for contact time between the surface and the disinfectant.

Areas to be cleaned: Cleaning and disinfection of all areas in the workplaces must be conducted. Areas to be cleaned and disinfected include, but not limited to; - Door handles, light switches, working surfaces, tables, railings, floors, walls, ceilings, blinds, sinks and basins, toilets and urinals.

Disinfectant Solution: If approved disinfectants are unavailable...

Use 70-90% ethanol (or other types of alcohol e.g. isopropyl alcohol, activities are similar)

Use chlorine solution (sodium/calcium hypochlorite aka bleach/jik)

0.1% (1000 ppm) for general environmental disinfection

0.5% (5000 ppm) for blood and bodily fluid spills

Hydrogen peroxide at $\geq 0.5\%$

Contact time for above disinfectants: 1 minute

Contact time: Time for disinfectant to be in contact with surface in order to kill pathogen
Type of disinfectant will be determined by type of surface to be cleaned (contact manufacture if unsure)

Calculations of liquid sodium hypochlorite concentrations

[%Chlorine in liquid sodium hypochlorite / % Chlorine desired] – 1 = Total parts of water for each part sodium hypochlorite.

Ex: [5% in liquid sodium hypochlorite / 0.5% chlorine desire] – 1 = 9 parts of water for each part sodium hypochlorite.

Calculation of powdered calcium hypochlorite concentration

[%Chlorine desired / % chlorine in hypochlorite powder or granules] X 1000 = grams of calcium hypochlorite powder for each litre of water.

Ex: [0.5% Chlorine desired / 35% in hypochlorite powder] X 1000 = 0.0143 X 1000 = 14.3

Therefore, you must dissolve 14.3 grams of calcium hypochlorite powder in each litre of water used to make 0.5% Chlorine solution.

Personal Protective Clothing: The minimum personal protective equipment that must be worn by cleaners when cleaning and disinfecting surfaces:

- Water proof;
- Impermeable disposable gloves;
- Respirator, minimum of a FFP2;
- Eye protection, either goggles or face shield for sprayers and mixers;

Training of service provider: Service provider is responsible for disinfection must be trained on the following:

- The health risks posed by the disinfectants used;
- The type of PPE to be worn and the importance of wearing such during the application of the disinfectant;
- The first aid measures to be taken in case of accidental exposure to the disinfectant;
- The correct application of the disinfectants;
- The cleaning and disposal of PPE.

Cleaning and Disinfection procedure:

- Thoroughly clean surfaces using detergent and water;
- Apply disinfectant to surfaces using disposable paper towel or a disposable cloth;
- Ensure surfaces remain wet for the period required to kill the virus (contact time) as specified by the manufacturer.
- Dispose gloves and mask in a leak proof plastic bag.

Waste Disposal

- The cleaning service provider is responsible for the safe disposal of all waste associated from the cleaning and disinfection.

Additional Requirements:

The cleaning company is required to comply with all Department of Employment and Labour legislation, particularly the requirements of the Occupational Health and Safety Act, Act 85 of 1993, as amended and applicable Regulations.

Mandatory Requirements

The service provider shall provide proof of compliance with the following:

- National Contract Cleaners Association (NCCA) Registration
- Letter of good standing in accordance with COIDA

It could be expected from the Service Provider to provide services during after hours, over weekends and public holidays.

Minimum required cleaning equipment required, but not limited to:

- Low noise industrial fogging machines;
- Industrial Mops;
- Janitorial trolleys (single and double);
- Step ladders (short and long);
- High pressure cleaners;
- Industrial scrubbing machine with buffing accessories;
- Microfiber colour coded cleaning clothes;
- Brooms, hand carpet brush, dust pans;
- Electrical extensions; and
- Wet floor caution signs, etc.
- Regulatory compliance:

Regulatory compliance:

The Service Provider's staff shall be required to comply with all relevant statutory and regulatory requirements applicable to the contract cleaning services industry.

PRODUCT SPECIFICATION

TEST	UNIT	SPECIFICATION
Appearance		Clear/ dark blue liquid
Odour		Any
Density	g/cm3	1,00- 1.03
pH		9.5-11.0
TLV		Completely none toxic
Viscosity	mPa.s	110-220

FUMIGATION PEST CONTROL SERVICES

- The Service Provider must produce a certified proof of registration certificate from the Department of Agriculture to operate as a pest control service provider
- The service provider shall employ and provide qualified and experienced personnel to perform the services. If any given time, a particular key person is not available to perform such services, the Service provider may engage a replacement who is equally qualified, to perform those duties.
- The Service Provider shall provide the services such as repellent for Cockroaches, Rats and Ants and should be treated at all buildings and stores including Mechanical and Electrical Workshop, Stores and Civil sections.
- Rat bait stations should be placed in all the parking areas at the above mentioned buildings .
- The Service Provider should carry out treatment once on a monthly basis for the 12 months period or when the services are crucially required during the contract term.

- The Service Provider should use chemicals that are odourless and not harmful to human beings.
- The chemicals should be SABS approved and compliant with health and safety prescripts.
- All waste arising from the work must be removed and the site and buildings must be left clean and tidy.
- The Service Provider should ensure that all employees who will be rendering the pest control service at DWS sites are properly dressed in protective clothing/uniform with the company name clearly visible.

SERVICE CONDITIONS

Security Identification

The contractor must supply each employee with a photo identification card. The card must have the following information:

- The name of the firm (contractor)
- Name of the employee
- Identity number of the employee
- Signature of the employee

The card must be worn so as to be visible at all times whilst on the premises. The contractor must have sufficient control over the permits to prevent any unauthorized use thereof. A list of names of all employees, who are to be employed on this contract, as well as their replacements, must be furnished beforehand.

Warning Signs

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

Inflammable and Poisonous Substances

The contractor shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of Department Water and Sanitation for the rendering of the services or any other purposes.

Damage Compensation

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

Compliance with Acts and Regulations

The contractor must comply with all the acts and regulations applicable to cleaning services.

Training

Cleaning staff needs to be trained in every aspect relating to the handling of all equipment that they use with regards to this contract. The employer will be held responsible for any damages or injuries arising from any misuse or negligent use of such equipment by one of their “on site” staff members.

Absenteeism

Should a staff member not be present at work a replacement is required by 10H00 of that day or earlier.

Experience

Minimum of three (3) years in the cleaning environment.

Staff Requirement

- The staffing requirement, the Service Provider will have to provide six staff members which three must be females and three must be males.
- Service Log Sheets (records) must be visible in each room / office / bathroom etc. and kept updated for monitoring purposes.

GENERAL REQUIREMENTS

- Tasks not specified in this document will be identified and mutually agreed between the Service Provider and the Department Water and Sanitation.
- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise).
- All document deliverables must be in formats (hard copy and electronic) i.e. industry accepted standards (e.g., MS Word, MS PowerPoint, MS Project).
- Compulsory site meetings will be held at the sites identified as specified on the Department's Request for Bid document to brief the Service Providers on the scope and extent of work.

GENERAL CONDITIONS

The **Service Provider** is required to:

- Conduct business in a courteous and professional manner.
- Provide the necessary documentation as requested prior to the Cleaning Service contract being awarded.
- Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc. **Proof to be submitted within 14 days from awarding the contract by the successful Service Provider.**

- Ensure that all personnel working under this contract are in good health and pose no risk to any personnel in the DWS.
- Comply with the DWS security and emergency policies, procedures and regulations.
- Ensure that all work performed and all vehicles, plant and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act of 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of the DWS.
- Maintain its equipment in good order so as to comply with the DWS's occupational health and safety standards.
- Ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and that can be clearly identified from other Service Providers, DWS personnel, etc. The DWS reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement.

- Provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are worn at all times. Ensure that the DWS is informed of any removal and replacement of personnel. For security reasons, the DWS reserves the right to vet all personnel working under this contract.
 - Provide the services of pest control and general cleanliness to the kitchens and surrounding areas at his/her own cost.
 - Demonstrate his modus operandi to the DWS with regards to supplies delivered to site.
 - Provide an on-site supervisor, available at all times.
- The DWS shall:**
- Conduct business in a courteous and professional manner with the Service Provider.
 - Not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract.
 - Not accept any responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
 - Shall provide a storage facility for equipment and materials.

SCOPE OF WORK

Cleaning, Maintenance and Service to be conducted accordingly

DISCRIPTION	TIME FRAME
General cleaning	Every day
Disposal of Sanitary Waste and Dust Bins	Every day
Replacement of dysfunctional or damaged equipment, including battery maintenance	As and when required
Servicing of and refilling of Hygienic Equipment	As and when required
Deep cleaning	Once a quarter
Washing of Carpets / Furniture upholstery	Once a quarter
Decontamination of offices / Deep	Once a quarter and when required

Cleaning of surfaces	
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Tasks and Activities

Dusting Unless otherwise stated, the under-mentioned should be dusted every week with a soft cloth or a duster, which is recommended specifically for this purpose, and should be cleaned regularly: - Contents of each room - All surfaces and partitions - Blinds (dust and cleaned) - All artwork and frames - Wooden panels and partitions - Stock items in storerooms should be dusted on request and under Departmental Supervision	
Doors - Remove all dirty spots on wooden, glass and aluminium doors - Polish door knobs with an approved metal polish where applicable - Wash all glass doors (inside and outside) with a degreasing agent and equipment that will not scratch the surface, as required on a weekly basis	
Glass Partitioning - Wash all full height and low-level glass partitioning	
Furniture - Polish wooden furniture everywhere with an approved polish. Such polish should not be greasy, and should not come off on anything it comes into contact with after it has been polished - Remove all dirty spots from glass tops, desks and other furniture such as, bookcases, empty shelves in a proper way - Damp-Wash those parts of furniture covered in leather or imitation leather Treat upholstered or leather covered parts of furniture with an approved agent - Vacuum those parts of furniture covered with fabric - Wipe telephones with a damp cloth using a suitable diluted disinfectant	
Inside Walls - Remove all spots such as fingerprints on walls, paintwork, and electric switches	

Floors - Clean all floors in order to maintain a high gloss - Wash floors with an appropriate disinfectant	Vinyl: Vinyl-Asbestos Tiles, Linoleum, Asphalt, Rubber and Similar Coatings - The relevant surface should be properly cleaned and where necessary old polish should be removed with an appropriate agent. If a polish-remover is used, the floor should be rinsed with clean water and dried properly
Carpets - Vacuum all carpets - Clean spots or stains immediately on a daily basis. There should be guarded against the use of cleaning agents that could damage or discolour the carpets. - The carpets should be washed with an appropriate carpet washing machine. - When carpets are washed, dirty marks or stains should be removed after which the carpet should be thoroughly vacuumed. - It should be ensured at all times that the carpets do not become excessively wet. All water should be removed until the carpets are damp only. Occupants should be requested not to walk on the damp carpets, if possible. Washing of carpets will be done every six months or when requested, after hours.	Kitchens - Kitchen floors to be washed - Counters tops to be washed - Appliances to be wiped off
Bathrooms - Bathroom floors to be washed - Counters tops to be washed - Covers, Urinals, Basins and Taps are to be cleaned with approved disinfectant - An approved agent should be put in toilet pans to prevent deposits forming - All mirrors should be cleaned and polished - Glazed and enamel surfaces should be washed with an approved liquid agent, no abrasives or scouring materials may be used - Toilet papers to be replaced	Windows - Windows must be washed two weekly - Company must provide own safety harness when cleaning windows

Address and GPS Coordinates of Offices

CLUSTER OFFICE	ADDRESS
Midmar Area Office and Eastern Cluster Office	R103 Prospect Road, Howick, 3290

Cleaning Service

CLUSTER OFFICE	SQUARE METER
Midmar Area Office and Eastern Cluster Office	1476 m²

Description of Office Buildings

ADMIN BLOCK	QUANTITIES
Midmar Area Office and Eastern Cluster Office, Square meter	1476 m²
Number of floors	1
Office	44
Toilets	2 Female, 2 Male, 2 Disabled (6)
Hand Wash Basins	4
Kitchens	2
Entrance foyer	1
Passages	3
Boardrooms	2

TECHNICAL SUPPORT BUILDING	QUANTITIES
Midmar Area Office and Eastern Cluster Office, Square meter	900 m²
Number of floors	1
Office	28
Toilets	1 Female, 1 Male, 1 Unisex, 1 Disabled
Hand Wash Basins	
Kitchens	3
Entrance foyer	2
Passages	1
Boardrooms	1
Sick Bay	1

FINANCE NEW REVENUE BUILDING		QUANTITIES
Midmar Area Office and Eastern Cluster Office, Square meter		900 m ²
Number of floors		1
Office		19
Toilets		1 Female, 1 Male and 1 Disabled
Hand Wash Basins		11
Kitchens		1
Entrance foyer		2
Passages		1
Boardrooms		1

CLEANING SERVICES, FUMIGATION AND DECONTAMINATION FOR MIDMAR AREA OFFICE
AND EASTERN CLUSTER OFFICE WITHIN OPERATIONS EASTERN FOR A PERIOD OF TWENTY-
FOUR (24) MONTHS

PRICING SCHEDULE

The financial proposal should be detailed and broken down into specific fee categories and be VAT inclusive.

Item	Description	Unit of measure	Quantity	Unit (VAT EXCL)	Price (VAT EXCL)	Sub-Total (VAT EXCL)
1	Cleaning of Admin Block as per specification (all inclusive)	Months	24			
2	Cleaning of Technical Support Building as per specification (all inclusive)	Months	24			
3	Cleaning of new Finance building as per specification (all inclusive)	Months	24			
Sub-Total (Vat Exclusive)						
VAT 15%						
TOTAL (VAT INCLUSIVE)						

DWS may conduct a due diligence on any Bidder, which may include interviewing customers references or other activities to verify a Bidders or other information and capabilities (Including visiting the Bidders various premises and/or sites to verify certain stated information or assumptions) and in this instances the Bidders will be obliged to provide DWS with all necessary access, assistance and/or information which DWS may reasonable request and to respond within the given time frame set by DWS. DWS may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Bidder.

EVALUATION CRITERIA:

The 80/20 preference points system as prescribed in the **Preferential Procurement Regulations, 2022**, will be applied to evaluate this proposal. Proposals received will be evaluated in three (3) stages namely, Administrative Compliance, Functionality and Price and Specific Goals.

Stage 1: Administrative and Mandatory Compliance

Bidders are required to comply with the following listed below: - Failure to comply may lead to the proposal being regarded as non-responsive.

No	Criteria	Yes	No
1	Tax compliant with SARS (to be verified through CSD and SARS)		
2	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC)		
3	Complete, sign and submit Standard Bidding Documents forms (SBD1, SBD3.1, SBD6.1, SBD4)		

Mandatory Documentation:

Non-submission of the following documentation will lead to disqualification from further evaluation:

No	Criteria	Yes	No
1	UIF Registration Certificates		
2	Valid Accredited Cleaning Certificate		
3	Letter of Good Standing in accordance with COIDA		
4	Compulsory Site Inspection Certificate. Bidders must have signed the attendance register.		

Stage 2: Functionality

Criteria	COMPLIANCE	NON-COMPLIANCE	REASON FOR NON-COMPLIANCE
FUNCTIONALITY	Company Track Record / Contactable references Bidders must submit signed reference letters from at least three previous clients/employers.		
	Ability and Capability / Team capability Qualifications and experience of key personnel proposed for this project		
	Availability of relevant equipment and resources to complete the project. This includes the six (6) on-site staff, comprising three males and three females. *Submit list of Equipment and Resources to be used*		

Item	Description	COMPLIANCE/ NON-COMPLIANCE	REASON FOR COMPLIANCE	NON-COMPLIANCE
1	Cleaning of Admin Block as per specification (all inclusive)			
2	Cleaning of Technical Support Building as per specification (all inclusive)			
3	Cleaning of new Finance building as per specification (all inclusive)			

STAGE 3: 80/20 Principle will be applied in terms of the new Preferential Procurement Regulations, 2022 pertaining to the PPPFA Act no 5 of 2000.

- 3.1. During this phase, quotations will be evaluated based on 80 points for price and 20 points for the listed specific goals. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
TENDERERS THAT ARE FEMALE		5		
TENDERERS THAT HAVE A DISABILITY		5		
TENDERERS THAT ARE YOUTH		5		
LOCATION OF ENTERPRISE (LOCAL EQUALS PROVINCE)		2		
B-BBEE STATUS LEVEL CONTRIBUTORS FROM LEVEL 1 TO 2 WHICH ARE QSE OR EME		3		



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SITE INSPECTION CERTIFICATE:

NB-THE SITE INSPECTION AND BRIEFING IS COMPULSORY AND THIS CERTIFICATE MUST ACCOMPANY YOUR BID AS PART OF YOUR MANDATORY RESPONSE DOCUMENTATION. BIDDERS MUST SIGN THE ATTENDANCE REGISTER.

WTE-0035ES: THE PROVISION OF CLEANING, FUMIGATION AND DISINFECTING SERVICES TO THE MIDMAR CLUSTER OFFICE FOR A TWENTY-FOUR MONTH PERIOD:

DATE: 07 DECEMBER 2023

TIME: 10:00AM

This is to certify that I, _____
(bidder / representative of the bidder)*
of (Company's name & address)

_____ telephone number

_____ cell number

_____ fax number

_____ e-mail address

in the company of (DWS REPRESENTATIVE) **SE DUMA**
visited and examined the site on (date) **07 DECEMBER 2023**

after having previously studied the bid documents.

I have acquainted myself with all the local conditions likely to influence the work and the cost thereof.
I further certify that I am satisfied with the description of the works and the explanations given by the said engineer and that I understand perfectly the work to be done as specifically implied in the execution of the contract.

SIGNED BY:

COMPANY: _____

BIDDER / REPRESENTATIVE: * _____

ENGINEER / REPRESENTATIVE: * _____

* Delete if not applicable.

**PART A
INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	WTE-003SES	CLOSING DATE: 21 DECEMBER 2023	CLOSING TIME: 11:00
DESCRIPTION	THE PROVISION OF CLEANING, FUMIGATION AND DISINFECTING SERVICES TO THE MIDMAR CLUSTER OFFICE FOR A TWENTY-FOUR MONTH PERIOD		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			

MIDMAR DAM WALL ENTRANCE

SECURITY GUARDHUT

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	NISHAN SINGH	CONTACT PERSON	DUMA SKHUMBUZO
TELEPHONE NUMBER	033-2391900/0823264335	TELEPHONE NUMBER	0825788427
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	SINGHN@DWS.GOV.ZA	E-MAIL ADDRESS	DUMAS@DWS.GOV.ZA

SUPPLIER INFORMATION

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	NUMBER
CELLPHONE NUMBER	
FACSIMILE NUMBER	NUMBER
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022; THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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:

.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender.
The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } \quad \quad \quad \frac{80}{20} \quad \quad \quad \text{or} \quad \quad \quad \frac{90}{10} \quad \quad \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
TENDERERS THAT ARE FEMALE		5		
TENDERERS THAT HAVE A DISABILITY		5		
TENDERERS THAT ARE YOUTH		5		
LOCATION OF ENTERPRISE (LOCAL EQUALS PROVINCE)		2		
B-BBEE STATUS LEVEL CONTRIBUTORS FROM LEVEL 1 TO 2 WHICH ARE QSE OR EME		3		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
- [TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	



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 interest¹ 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 institution	State

¹ 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.

2.2 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;
- 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 consortium² 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.

² 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.

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.

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



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SBD 3.1

**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: WTE-0035ES
Closing Time 11:00	Closing date: 21 DECEMBER 2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

CLEANING SERVICES, FUMIGATION AND DECONTAMINATION FOR MIDMAR AREA OFFICE AND EASTERN CLUSTER OFFICE WITHIN OPERATIONS EASTERN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

Item	Description	Unit of measure	Quantity	Unit Price (VAT EXCL)	Sub-Total (VAT EXCL)
1	Cleaning of Admin Block as per specification (all inclusive)	Months	24		
2	Cleaning of Technical Support Building as per specification (all inclusive)	Months	24		
3	Cleaning of new Finance building as per specification (all inclusive)	Months	24		
Sub-Total (Vat Exclusive)					
VAT 15%					
TOTAL (VAT INCLUSIVE)					

-	Required by:	OPERATIONS EASTERN
-	Att:	SUPPLY CHAIN MANAGEMENT
-	Brand and model	
-	Country of origin	
-	Does the offer comply with the specification(s)?	*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	 *Delivery: Firm/not firm
-	Delivery basis	

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

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

*Delete if not applicable

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

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

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

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

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

28. Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3

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