

**2 (TWO) YEAR CONTRACT FOR THE RENDERING OF CLEANING
SERVICES AT MILITARY ACADEMY**

SPSC-B-022-2022

**FOR
DEPARTMENT OF DEFENCE
SIMON'S TOWN PROCUREMENT SERVICE CENTRE**

CLOSING DATE 13 DECEMBER 2022

CLOSING TIME: 11H00

VALIDITY: 120 WORKING DAYS



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SECTION A:

CONTACT INFORMATION

Technical Information

Contact: Warrant Officer Class One T.S. Tsogang
Office Tel No: (021) 787 5207

Administration Information: Information regarding the completion of the Bid Documents:

Contact: Petty Officer M. Claasen
Office Tel No: (021) 787 5132
:
Email Address: spscbidinvitation@gmail.com

Address for depositing of bid documents:

Street: Simon's Town Procurement Service Centre
No. 2 Arsenal Road
Simon's Town
7995

BID INFORMATION

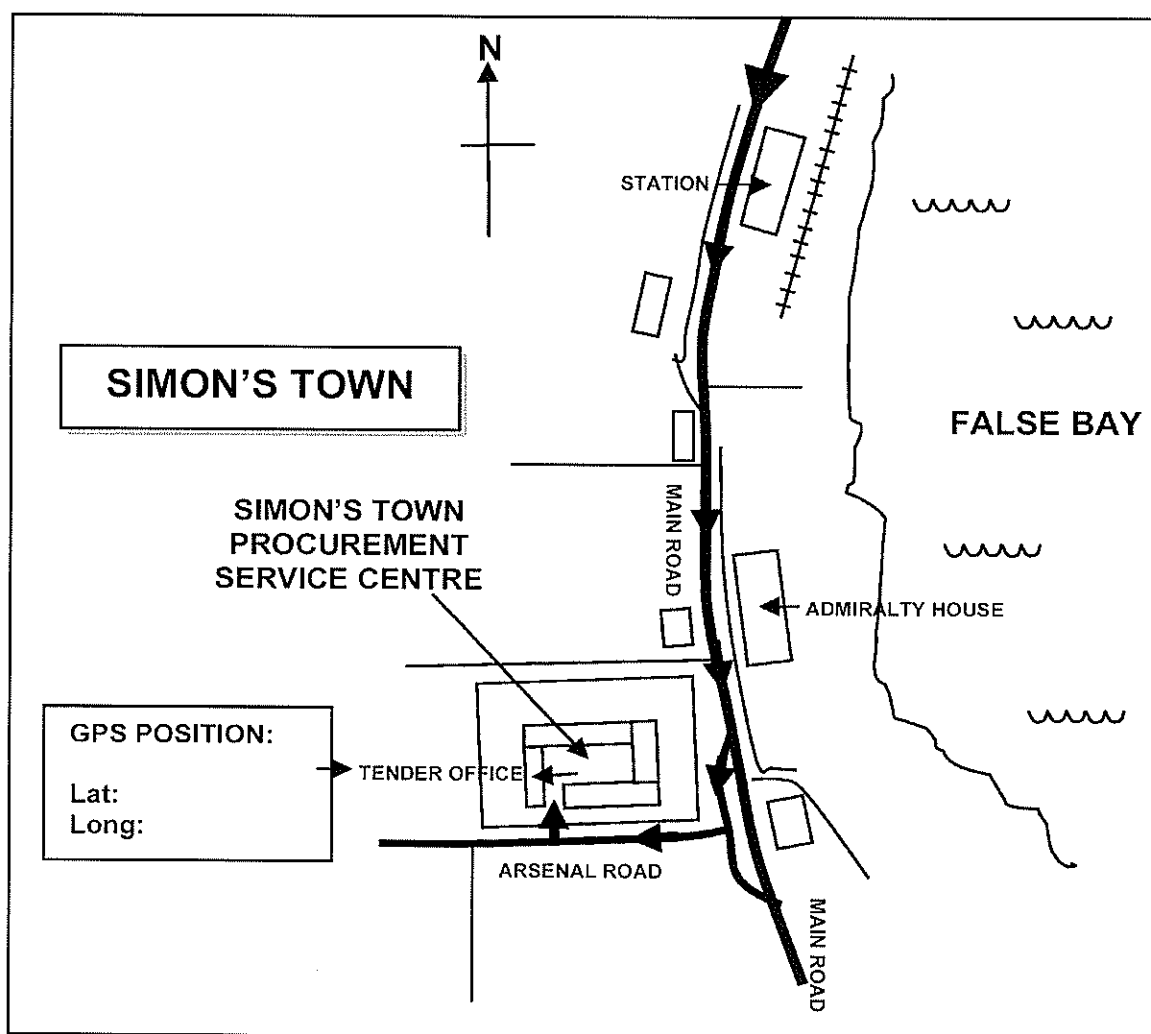
Closing period of bid: 21 working days
Validity of Bid: 120 working days
Closing date of Bid: 13 DECEMBER 2022
Closing time of Bid: 11H00



GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'

E 18° 25. 591'





EVALUATION CRITERIA

Phase 1: Bidders will be evaluated as follows:

- a. Phase 1, Stage 1: Compliance to Mandatory and Administration Criteria, bidders that do not fully comply with the evaluation criteria will be eliminated / excluded and **will not proceed to Stage 2.**

S/No	Criteria
	A
	Phase 1 stage 1
	Phase 1, Mandatory Criteria
1.	<p><u>Pricing Schedule:</u> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's information, Lead time, Quantity available, Total Unit Cost, Total Cost and BBBEE Level must be completed. The bid must be submitted in the Two (2) envelope system as follows:</p> <ol style="list-style-type: none"> a. Envelope 1: SBD 3 / Pricing Schedule (it should contain SBD3 / Pricing Schedule ONLY) b. Envelope 2: SBD documents, Statement of Work and all other required documents. <p>Failure to submit these documents as indicated above by the closing date and time WILL invalidate this offer. Appendix A</p>
2.	<p><u>SBD 4 Bidders Disclosure:</u> This document must be fully completed. Failure to submit the document as indicated by the closing date and time will invalidate the bid. Appendix B</p>
3.	<p><u>SBD 6.1 - Preference Points Claim Form:</u> This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time will forfeit your B-BBEE points. Appendix C</p>
4.	<p><u>Central Suppliers Database (CSD) Registration Report:</u> The CSD Registration Report (not older than 14 days) must be submitted. This report should contain, but not be limited to the following information:</p> <ol style="list-style-type: none"> i. Tax Compliant status ii. Successfully verified bank details iii. The Suppliers must have a "Physical Address type" <p>Failure to submit this CSD Registration Report WILL invalidate your offer. Appendix D</p>



S/No	Criteria
	A
5.	<u>Broad based Black Economic Empowerment (B-BBEE) status level certificate/ Sworn Affidavit:</u> Bidders are required to submit proof of B-BBEE status level verification certificate or sworn affidavit. Should there be a discrepancy between the B-BBEE Certificate or Sworn affidavit v/s SBD 6.1 or failure to submit this document by closing date and time will results with points being forfeited. Appendix E
6.	<u>Compulsory Briefing Session Certificate:</u> Failure to attend the compulsory briefing session and submit the completed and signed briefing session certificate by the closing date and time will invalidate the bid. Appendix F
	Phase 1, Administration Evaluation Criteria
7.	<u>SBD 1 / Invitation to Bid:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix G
8.	<u>SPSC Indemnity Agreement Form:</u> To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix H
9.	<u>Certificate of Compliance By Sub-Contractor / Supplier:</u> A certificate of compliance signed by the bidder and all sub - contractor/s to be submitted with the bid. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix I
10.	<u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u> The signed OHASA agreement amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) should be returned with the bid documents. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix J
11.	<u>SPSC Group Questionnaire:</u> To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix K
12.	<u>Defence Intelligence Questionnaire (D.I.)</u> The DI Vetting form must be completed in full. Failure to submit the DI Vetting form and required documentation, by the closing date and time may invalidate this bid. N.B. The short listed companies will be requested to submit thumb prints. Appendix L



TECHNICAL EVALUATION

2. **Stage 2:** Only bidders that qualified on Stage 1 will be evaluated. Compliance with User Requirement Specification that do not fully comply with this stage will be eliminated / excluded and will not proceed to Phase 2.

S/No	Criteria
	a
	Stage 2
1.	<p>The bidder's compliance must be indicated with the word comply / do not comply, agree / do not agree, yes or no, or any other form of acceptance or non-acceptance on the user requirement specification, each paragraph and sub-paragraph must be acknowledged.</p> <p>Failure to comply will invalidate the bid. Appendix M</p>

FUNCTIONALITY SCORING

3. **Phase 2:** Only bidders that qualified on Phase 1 will be evaluated for Functionality (Phase 2). The bids will be adjudicated with a maximum total of 100 points.

All bidders who score less than 75% will be excluded from the next phase of the evaluation.

<u>Functionality Criteria</u>	<u>Points</u>
a. Proven Track Record	*
b. Company organigram (Including Qualifications)	
c. Contract Management and Backup Plan	
d. Training Program	

Phase 2: Functionality Criteria:				
	Functionality Criteria			
1.	Proven track Record in Cleaning Services:			
	a. Points will be awarded to each bidder who is able to prove that they have experience in Cleaning Services business (03 independent, contactable references must be submitted).			
2.	Company Organigram (Including Qualifications/ Proof of Experience) of the people who will be directly working on this contract (including managers, supervisors,			



	Executive Housekeeper, housekeepers and any other related personnel)			
	a. Points will be awarded to each bidder who has an organigram that meets the above criteria (including managers, supervisors, Executive House keepers, House keepers and other related personnel). Proof Of Qualifications/Experience to be attached).			
3	Contract Management and Back up Plan: Attach copies as proof			
	<p>a. Points will be awarded to each bidder who has a personnel/ contract management and backup plan</p> <p>-Absence, sick leave, load shedding, related or unrelated industrial action (strikes) back-up plan to ensure continuous service delivery.</p> <p>-injury on duty</p> <p>-Training of personnel</p> <p>-Equipment and vehicle management back-up plans to ensure continuous service delivery.</p> <p>-time frames for operational control, quality control, quality assurance</p>			
4.	Training program:			
	<p>a. Points will be awarded to bidders who have training program for personnel.</p> <p>b. 0 points will be awarded to bidders who don't have a training program for personnel.</p>			
Total Functionality 100 points (Bidder must achieve 75% threshold in this criteria)				

4. **Phase 3:** Only bidders who qualified on phase 2 (Functionality) will be evaluated on Phase 3 and 4 (Price and B-BBEE Points) in accordance with the PPPFA 05 of 2000, PPR 2017

Phase 3	Price. (Will be according to specific requirements)	80/
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.. **Phase 4:** Preferential points. (As per B-BBEE Act,2003 (Act No.53 of 2003) requirement in the B-BBEE status Level Certificate accredited by the South African National Accreditation System (SANAS) or Sworn Affidavit attested by a commissioner of Oath.



Phase 4	Preferential B-BBEE points	20/																														
	<p>Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of Points (90/10 system)</th><th>Number of Points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>10</td><td>20</td></tr> <tr><td>2</td><td>9</td><td>18</td></tr> <tr><td>3</td><td>8</td><td>14</td></tr> <tr><td>4</td><td>5</td><td>12</td></tr> <tr><td>5</td><td>4</td><td>8</td></tr> <tr><td>6</td><td>3</td><td>6</td></tr> <tr><td>7</td><td>2</td><td>4</td></tr> <tr><td>8</td><td>1</td><td>2</td></tr> <tr><td>Non-compliant Contributor</td><td>0</td><td>0</td></tr> </tbody> </table> <p>A bid must not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of ten (10) or twenty (20) points respectively for B-BBEE.</p> <p>Calculation of the total points scored for price and B-BBEE status level of contribution</p> <p>The points scored for price must be added to the points scored for B-BBEE status level contribution to obtain the bidder's total points scored out of 100.</p>	B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)	1	10	20	2	9	18	3	8	14	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant Contributor	0	0	
B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)																														
1	10	20																														
2	9	18																														
3	8	14																														
4	5	12																														
5	4	8																														
6	3	6																														
7	2	4																														
8	1	2																														
Non-compliant Contributor	0	0																														

6. Thereafter the points achieved are used in the application of the Preference Point System as per the B-BBEE status Level Certificate.

7. The calculations for scoring would be as follows:

$$A \div B \times 100$$

Where

A= Total score of bid/proposal under consideration

B= Maximum possible score.

8. The qualifying bidder should obtain a minimum score of 75%.

BID EVALUATION PROCESS



BID EVALUATION INSTRUCTIONS

1. All entries are to be completed in any **non-erasable ink** of your choice preferably **Blue** or **Black** ink. Amendments, scratching out, use of Tippex and omission to any documents will Invalidate the bid.
2. Except where otherwise indicated, all questions must be completed.
3. Any questions that are not completed may render such bids to be disregarded during the final calculations.
4. No bids received by telegram, telex, email, facsimile or similar medium will be considered. The original bid must be deposited at the entrance (green box) or handed in at the Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
5. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document
6. All information regarding the evaluation process must be treated as confidential.
7. The **2 ENVELOPE** system will be utilized Bidders are required to submit two separate, properly sealed envelopes, both clearly marked with the Company Name, Bid Number and Closing Date.
 - a. Envelope 1: SBD3 / Pricing Schedule (it should contain SBD3/Pricing Schedule **only**)
 - b. Envelope 2: SBD documents, Specification/ scope of work and all other required documents.
8. The bids will be evaluated according to the following criteria:
 - a. Mandatory Criteria and Administration Criteria (Phase 1, Stage 1)
 - b. Technical evaluation (Phase 1, Stage 2)
 - c. Functionality Scoring (Phase 2)
 - d. Price and (Phase 3)
 - e. B-BBEE Points (Phase 4)
9. Suppliers must be registered for the commodity/service required in this bid
10. This requirement will be evaluated using the 80/20 principle.
11. No late bids will be accepted after closing date and time.
12. Scoring committee will evaluate proposal

SECTION A

ADMINISTRATION EVALUATION CRITERIA





PRICING SCHEDULE

TO BE COMPLETED AS PER ADMINISTRATIVE CRITERIA

All fields on this document must be fully completed. Attention must be given to page 1, Bidder's information, Lead time Quantity available, Total unit Cost, total Cost and BBBEE Level must be completed.

**FAILURE TO SUBMIT THESE DOCUMENTS AS INDICATED ABOVE BY
THE CLOSING DATE AND TIME WILL INVALIDATE THIS OFFER.**



the sandf

Department:
Defence
REPUBLIC OF SOUTH AFRICA

Request for Bid : SPSC-B-022-2022

Author: Wendy Cooper
Date: 11/11/2022 11:56:28

PRICING SCHEDULE

Bid No. SPSC-B-022-2022
Document No. 0000458016
Description: 2 (TWO) YEAR CONTRACT FOR THE RENDERING OF CLEANING SERVICES AT MILITARY ACADEMY
Currency: ZAR
Closing Date: 2022-12-13 11:00:00
Status: Created
Validity Days: 120 WORKING DAYS

Document Type Request for Bid Open
Company Name:
Attention:
Tel No:
Fax No:
Cell No:
Email:

No.

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-022-2022	2 (TWO) CONTRACT FOR THE RENDERING OF CLEANING SERVICE AT MILITARY ACADEMY	MILITARY ACADEMY	Saldanha	per month	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			24		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Questionnaires

Questionnaires / Evaluation Criteria

THE 80-20 QUESTIONNAIRE EVALUATION TEMPLATE V2

Question/s

Please provide your BBSEE level from the possible list provided in the dropdown.

Options
LEVEL 1
LEVEL 2
LEVEL 3
LEVEL 4
LEVEL 5
LEVEL 6
LEVEL 7
LEVEL 8
NON-COMPLIANT

Attachment Description

Attachment File Name



SBD 4: DECLARATION OF INTEREST

**THIS DOCUMENT MUST BE FULLY
COMPLETED.**

**FAILURE TO SUBMIT THESE DOCUMENTS AS INDICATED ABOVE BY
THE CLOSING DATE AND TIME WILL INVALIDATE THIS OFFER.**

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

[illegible]

4 DECLARATION

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

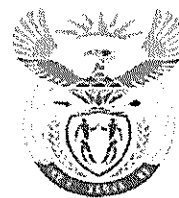
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 6.1: PREFERENCE POINTS CLAIM FORM

**THIS DOCUMENT MUST BE FULLY
COMPLETED.**

**FAILURE TO COMPLETE THE DOCUMENT FULLY
AS INDICATED BY THE CLOSING DATE AND TIME
WILL FORFEIT YOUR B-BBEE POINTS.**

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 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 subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

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

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

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

WITNESSES

1.

2.

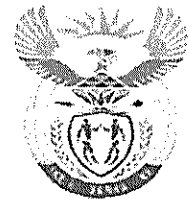
.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



CENTRAL SUPPLIER DATA BASE (CSD) **REGISTRATION REPORT**

Central Suppliers Database (CSD) Registration Report: The CSD Registration Summary Report (not older than 14 days) must be submitted with the bid. This report should contain, but not be limited to the following information:

- i. MAAA number
- ii. Successfully verified bank details
- iii. Compliant tax status

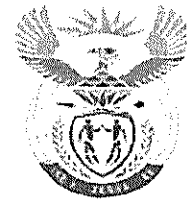
FAILURE TO SUBMIT THIS CSD REGISTRATION REPORT WILL INVALIDATE YOUR OFFER.



BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATE/SWORN AFFIDAVIT

**BIDDERS ARE REQUIRED TO SUBMIT PROOF OF B-BBEE
STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN
AFFIDAVIT.**

**SHOULD THERE BE A DISCREPANCY BETWEEN THE B-
BEE CERIFICATE OR SWORN AFFIDAVIT V/S SBD 6.1
OR FAILURE TO SUBMIT THIS DOCUMENT BY CLOSING
DATE AND TIME WILL RESULTS POINTS BEING
FORFEITED**



COMPULSORY BRIEFING SESSION
CERTIFICATE

**FAILRE TO ATTEND THE COMPULSORY BRIEFING
SESSION AND SUBMIT THE COMPLETED AND SIGNED
BRIEFING SESSION CERTIFICATE BY THE CLOSING DATE
AND TIME WILL INVALIDATE THE BID.**

BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE

Briefing session date: 24-11-22

Briefing session time: 11:00 AM

Venue: Recreation Hall, Joe Modise Hall Military Academy Saldanha

Bid No: SPSC-B-022-2022

Closing date and time of bid 13 December 2022 @ 11H00

Validity period: 120 Working Days

It is hereby confirmed that:

_____ (Representative)

Of _____ (Legal Name of company)

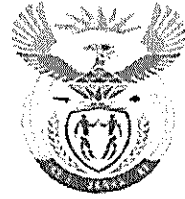
Attended the official briefing session and cognisance has been taken of the information as per the presentation, bid document, the brochure/hand-out and all relevant documentation.

(_____)
 SIGNATURE OF REPRESENTATIVE

(_____)
 CHIEF LOGISTICS: LIEUTENANT GENERAL OFFICIAL DATE STAMP

The time as stipulated in the Bid document for the briefing session and latecomers will under no circumstances be permitted to attend.

Failure to attend the briefing session and provide this completed certificate with the Bid document by the closing date and time will invalidate your Bid



SBD 1: INVITATION TO BID

This document must be fully completed.

**FAILURE TO SUBMIT THIS DOCUMENT AS
INDICATED BY THE CLOSING DATE AND TIME
MAY INVALIDATE THIS BID**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SPSC-B-022-2022	CLOSING DATE:	13 DECEMBER 2022	CLOSING TIME:	11H00
DESCRIPTION	TWO YEAR CONTRACT FOR THE RENDERING OF CLEANING SERVICES AT MILITARY ACADEMY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
Simon's Town Procurement Service Centre. No 2 Arsenal Road, Simon's Town or handed in at the Bid Reception					
Section, No 2 Arsenal Road, Simon's Town (Directions to the above address are available with the Bid Document)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	PO M.L. CLAASSEN		CONTACT PERSON	WO1 T. TSOANG	
TELEPHONE NUMBER	(021) 787 5132		TELEPHONE NUMBER	(021) 7875207	
FACSIMILE NUMBER			FACSIMILE NUMBER	(021) 7875171	
E-MAIL ADDRESS	spscbidinvitation@gmail.com		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
LEGAL NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:



SPSC INDEMNITY AGREEMENT FORM

To be Fully completed and submitted with the bid.

**FAILURE TO SUBMIT THIS DOCUMENT AS INDICATED BY THE
CLOSING DATE AND TIME MAY INVALIDATE THIS BID**



Department of Defence
Chief of Logistics
Simon's Town Procurement Service Centre
PO Box 685
Simon's Town
7995

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____

IN RESPECT OF SPSC / B/ 022 / 2022

INDEMNITY

1. I agree that the Department of Defence, its agents, Officers, employees, volunteers and representatives (hereafter referred to as "DOD") are indemnified from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, illness, injuries or disability of any such person(s), or the damage to the property of mine or any other person(s) that may result from or be related to the execution of this contract.

2. The DOD and its employees will not be held responsible for any claim or injury to my personnel or the personnel of my sub contractors, if and when applicable, whilst on DOD property or in the execution of their tasks on DOD property.

DAMAGE COMPENSATION

3. I will be held liable for any damage or theft that may be caused, to the premises or content by me or my employees or be due to our neglect whether in the normal execution of our duties or otherwise and a claim for indemnification can accordingly be imposed by the DOD against me.

4. In the case of damages to premises or content resulting from the work done, I undertake to rectify the damage immediately to the satisfaction of the DOD. If I fail to act immediately after notification, the DOD will rectify the damage at will and the cost thereof will be recovered from any monies outstanding to me.

WAIVER

5. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of right, power or privilege.

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____

IN RESPECT OF SPSC/ B/ 022 / 2022

ACKNOWLEDGEMENT

I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily and that this agreement is binding to myself. I accept that the DOD may reject the offer and/or act against me if I contravene this agreement.

Full Name and Signature of Bidder's Duly Authorised Representative

Date

Full Name and Signature of Witness

Date

Full Name and Signature of Witness

Date



CERTIFICAT OF COMPLIANCE BY SUB- CONTRACTOR / SUPPLIER

A certificate of compliance signed by the bidder and all sub – contractor/s to be submitted with the bid.

**FAILURE TO SUBMIT THIS DOCUMENT AS INDICATED BY
THE CLOSING DATE AND TIME MAY INVALIDATE THIS
BID**

CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR / SUPPLIER

THIS CERTIFICATE MUST BE SUBMITTED WITH THE COMPLETED BID (IN THE ORIGINAL FORMAT) BY THE BIDDER

CONTRACTORS NAME: _____

SUB-CONTRACTORS NAME: _____
(Delete whichever is not applicable)

I/we am/are fully aware of the Bid Requirements and am/are capable of supplying the required item(s)/service(s) strictly according to the Bid Conditions, Special Conditions and Specifications supplied by the Department of Defence. I/we hereby certify that _____ will submit quotations/bids to

Supply the item(s)/service(s) listed in Bid no: _____

Section(s) _____

I/we further certify that I/we have the necessary infrastructure at my/our disposal to execute the Bid.

I/we, the Sub-contractor(s) am/are willing to allow the Department of Defence's Officials access to my/our premises for inspection purposes.

Sub-Contractor's Contact Person: _____

Address of Sub-Contractor: _____

Telephone No: _____

Fax No: _____

SIGNATURE OF SUB-CONTRACTOR

WITNESSES:

1. _____ Date: _____

2. _____ Date: _____



**WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH AND SAFETY
AGREEMENT (OHASA)**

The signed OHASA agreement amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) should be returned with the bid documents.

**FAILURE TO SUBMIT THIS DOCUMENT AS INDICATED BY THE
CLOSING DATE AND TIME MAY INVALIDATE THIS BID**



**WRITTEN AGREEMENT TO COMPLETE AN OCCUPATIONAL HEALTH AND SAFETY
AGREEMENT FOR THE COMPLETION OF A CONTRACT ENTERED INTO BETWEEN**

THE DEPARTMENT OF DEFENCE AND _____

_____(Herein after referred to as the contractor)

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY
ACT NO 85 OF 1993 AS AMENDED

WORKMAN COMPENSATION NUMBER: _____

1, I, (full names) _____ (Identity
Number _____) being fully authorised to represent the Contractor,

do hereby confirm that the supplier is an employer on its own right with duties as prescribed
in the Occupational Health and Safety Act 85 of 1993 as amended and agree to ensure that
all work will be performed or plant and machinery will be used in accordance with the provision
of the said Act.

2. I hereby confirm that I will ensure that all our employees or Subcontractors workmen are
covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which
cover shall remain in force whilst any such workmen are working with or on Department of
Defence (DOD) property for the duration of the contract period.

3. I furthermore confirm that we and / or our Subcontractor(s) are in possession of a valid
"Certificate of good standing" issued by the Workman Compensation Commissioner.

4. I furthermore confirm and agree that I and / or our Subcontractor(s) will sign a written
agreement on occupational health and safety responsibilities for completion of a contract
entered into between the Department of Defence **within 10 days** of the award of the contract
should we be successful bidder. I acknowledge that should I fail to sign the OHAS agreement
within this period; the contract will be terminated with immediate effect with no recourse on my
behalf.

**WRITTEN AGREEMENT TO COMPLETE AN OCCUPATIONAL HEALTH AND SAFETY
AGREEMENT FOR THE COMPLETION OF A CONTRACT ENTERED INTO BETWEEN**

_____ Signed By Contractors Authorised Representative

_____ Full Name of Contractors Authorised Representative

Witnesses 1. _____

2. _____

Signed and entered into at _____ On _____ 2022



SPSC GROUP QUESTIONNAIRE

TO BE FULLY COMPLETED AND SUBMITTED
WITH BID.

**FAILURE TO SUBMIT THIS DOCUMENT AS INDICATED BY THE
CLOSING DATE AND TIME MAY INVALIDATE THIS BID**

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID	13 DECEMBER 2022	BID NUMBER: SPSC-B-022-2022
CLOSING TIME OF BID	11H00	VALIDITY: 120 WORKING DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

Service required at: MILITARY ACADEMY, SALDANHA

This requirement will be evaluated in terms of the 80/20 principle

Is your offer strictly to specification YES / NO

If not to specification, please state deviations
.....

The Scope of Work must be completed with the words "COMPLY/DO NOT COMPLY" alongside each paragraph and sub paragraph. OK, ticks etc will not be acceptable.

FAILURE TO DO SO WILL INVALIDATE YOUR BID

Have you completed the Scope of Work fully YES / NO

It is requested that you supply a brochure or technical data sheet of item to be supplied

And installed

Firm delivery period: eg. 1 day, 1 week or 1 month

Do you confirm compliance to 120 working days validity period? YES / NO

Is your price firm for the validity period of 120 working days? YES / NO

If not, state reason/s

Do you confirm compliance to the General Bid Conditions YES / NO

Do you confirm compliance to the General Conditions of Contract? YES / NO

Do you confirm that you may sign a SBD 7.1 on award, should you be the successful bidder YES / NO

General Information

Bid Documents: have you made/kept a copy of completed Bid documents and the relevant bid conditions for reference purposes: YES / NO

Clarification of Information: It has been noted and confirmed that the DOD may request clarification on any information regarding any aspect included in the bid document. The bidder is to supply the requested information within the requested time span. Failing may result in the bid being disqualified.

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID
CLOSING TIME OF BID

13 DECEMBER 2022
11H00

BID NUMBER: SPSC-B-022-2022
VALIDITY: 120 WORKING DAYS

ADMINISTRATION

Bidders are requested to number each page of the Bid Document submitted. Pages are to be numbered from the bottom page to the top page (top right hand corner)

NB: SPSC RESERVES THE RIGHT TO RECALL THE BIDDER/S TO COMPLY WITH THE ABOVE ADMINISTRATION INSTRUCTION

I/WE HEREBY CONFIRM THAT I/WE HAVE COMPLIED WITH ALL OF THE ABOVE REQUIREMENTS

WITNESS 1: DATE:

WITNESS 2: DATE:

BIDDER NAME:

SIGNATURE: DATE:

Capacity under which this bid is signed



DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING QUESTIONNAIRE

The DI Vetting form must be completed in full.

**FAILURE TO SUBMIT THE DI VETTING FORM AND REQUIRED
DOCUMENTATION, BY THE CLOSING DATE AND TIME MAY
INVALIDATE THIS BID**

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

DOD Supplier Code (if already registered with the DOD):

Personal particulars of Company Director(s) (Include copy of RSA Identification and passport document):

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

Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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

Company Physical Address:

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.....

Company Postal Address:

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Company Core Business:

.....
.....
.....
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SECTION B

SUB CONTRACTORS DETAILS

Personal particulars of sub-contractors if any (Include copy of RSA Identification and passport documents):

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.....

Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Sub Contractors Company Physical Address:

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Sub Contractors Company Postal Address:

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Sub Contractors Company Core Business:

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SECTION C

MAIN CONTRACTOR

1. When did the company begin with its operations?

Answer:

2. Does the company have a valid SARS tax clearance certificate? If yes, provide the tax clearance certificate number and the certified copy of the certificate.

Answer:

3. Is the company registered with the Company and Intellectual Property Commission (CIPC)? If yes, provide the registration number and attach a certified copy of the registration certificate.

Answer:

4. Who are the shareholders of the company and what percentage of shares do they each possess?

Answer:

.....
.....

5. List the services that will be rendered by the company to the SANDF?

Answer:

.....
.....

6. Which DOD installations/unit and specific area/section does the company required access to?

Answer:

.....
.....

7. Name list and copies of RSA ID's / passports of all employees entering the DOD installation.

Answer:

.....

.....

8. Does the company provide services to other RSA state departments? If yes, provide the names of the departments and the period/s during which service was provided.

Answer:

.....

.....

9. Does the company provide services to foreign governments and/or companies? If so, provide details.

Answer:

.....

.....

10. Has the company been implicated in any fraudulent activities? If yes, provide details.

Answer:

.....

.....

11. Has the company been implicated in any corrupt practices? If yes, provide details.

Answer:

.....

.....

12. Has the company been implicated in any other criminal activity? If yes, provide details.

Answer:

.....

.....

13. Does the company have the Employment Equity Plan? If yes, provide the Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans)

Answer:

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

14. What is the track record and achievements of the company? Provide details.

Answer:

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

15. Is the company under investigation by any government security agency? If yes, provide details.

Answer:

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

16. What known factor could possibly prevent this company from entering into contract with the Department of Defence and Military Veterans or any component thereof and why?

Answer:

.....

.....

Compiled by:

Name:

Identification Number:

Position in Company:

Signature:

Date:

NB: Important; The following documentation is Mandatory and is to be included in the DI vetting declaration

- *The profiles of the Director(s) of the Main Contractor and Sub- Contractors as well as their RSA Identification and passport documents.*
- *The current Financial Statement(s) of the company.*
- *The current and valid SARS Tax Clearance Certificate.*
- *The current and valid SARS Personal Tax Clearance Certificate and or IRP6 of all Directors, Shareholders and Members (Sub-Contractor/s included).*
- *The registration number and attach a certified copy of the registration certificate with the Company and Intellectual Property Commission (CIPC).*
- *Central Data Base registration report with MAAA and Unique number.*
- *Name list and RSA IDs of all personnel entering DOD premises.*
- *Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation).*
- *Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans).*



SECTION B

TECHNICAL



Appendix M

TECHNICAL EVALUATION

STATEMENT OF WORK: The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the statement of work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc".

OR

DESCRIPTION: Bidders must confirm the offer conforms to description supplied.

Failure to comply will invalidate the bid. Appendix M

**Failure to comply will invalidate the bid.
Appendix M**

**RENDERING OF CLEANING SERVICES AT THE SOUTH AFRICAN
MILITARY ACADEMY:**

- **MILITARY ACADEMY COMBINED CLUB (ACCOMMODATION,
MESSING AND HOSPITALITY FACILITIES)**
- **MAIN BUILDINGS (ADMINISTRATION AND LECTURING
FACILITIES)**
- **SPORTS, TRAINING AND RECREATION FACILITIES**
- **LOGISTICS AND TRANSPORT FACILITIES**

USER REQUIREMENTS SPECIFICATION: MILITARY ACADEMY COMBINED CLUB MESS BUILDINGS	COMPLY OR DO NOT COMPLY
<p>1. <u>GENERAL</u></p> <p>a. Square meter of area to be cleaned</p> <p>i. <u>Combined Club</u></p> <ul style="list-style-type: none"> (1) Dining Room: 556 m² (2) Student Lounge: 212 m² (3) Staff Lounge: 212 m² (4) Entrance Hall: 37, 35 m² (5) Offices: 27.29 m² (6) VIP Lounge: 52,7 m² (7) VIP Dining room: 37,5 m² (8) Tea Kitchen: 5.4 m² (9) Gents Toilet: 14,9 m² (10) Ladies Toilet: 20,5 m² (11) Passages: 131 m² (12) Function Room: 101 m² (13) Stoep: 147 m² (14) Path and Steps: 80 m² (15) Kitchen Yard: 189 m² (16) Kitchen Toilets: 9,4 m² (17) Official Restroom: 20 m² (18) Official Tea-room: 30 m² (19) Courtyard at Club: 1421 m² 	

<p>ii. <u>Main Accommodation Building: Basil February (Ground Floor):</u></p> <ul style="list-style-type: none"> (1) 10 Guest rooms: 164,80 m² (2) 2 VIP Flats with Bathrooms: 76 m² (3) Office: 7,2 m² (4) Barber Shop: 7,2 m² (5) Passage: 120,16 m² (6) Showers: 9,8 m² (7) TV Room: 40,80 m² (8) Stoep: 15 m² (9) Steps: 40 m² (10) Tea Kitchen: 5.4 m² <p>iii. <u>Main Accommodation Building: Basil February (1st Floor)</u></p> <ul style="list-style-type: none"> (1) Passages: 120,16 m² (2) Bathroom/Showers/Toilets: 62,56 m² (3) Steps: 40 m² <p>iv. <u>Main Accommodation Building: Basil February (2nd Floor)</u></p> <ul style="list-style-type: none"> (1) Passages: 120,16 m² (2) Bathroom/Showers/Toilets: 62,56 m² (3) Steps 40 m² <p>v. <u>Main Accommodation Building: Basil February (Ground Floor)</u></p> <ul style="list-style-type: none"> (1) Passages: 33 m² (2) Rooms: 77 m² 	

- (3) Toilets: 31 m²
- (4) Entertainment Area: 45 m²
- (5) Cleaner Area: 8.20 m²
- (6) Linen Room: 7.3 m²
- (7) Laundry: 14,4 m²
- (8) Stoep: 33,50 m²
- (9) Kitchen's Courtyard: 30 m²

vi. **Main Accommodation Building: Koehque Gonomoa (Ground Floor)**

- (1) Kitchen & Entertainment Area: 45 m²
- (2) Rooms: 104 m²
- (3) Passage: 30 m²
- (4) Toilet and Shower: 29 m²

vii. **Main Accommodation Building: Koehque Gonomoa (1st Floor)**

- (1) VIP Flat: 30 m²
- (2) Rooms: 104 m²
- (3) Passage: 30 m²
- (4) Toilet and Shower: 29 m²

viii. **Main Accommodation Building: Koehque Gonomoa (2nd Floor)**

- (1) Rooms: 130 m²
- (2) Toilet and Shower: 28 m²
- (3) Passage: 30 m²

ix. **Main Accommodation Buildings: Job Maseko, Beyers Naude and Kgoshi Sekhukhune**

- (1) Entrance Hall, Staircase and Landings: 75 m²

x. **Main Accommodation Buildings: Job Maseko, Beyers Naude and Kgoshi Sekhukhune (Ground Floor)**

- (1) Laundry/Iron room: 31,7 m²
- (2) Tea Kitchens: 7.1 m²
- (3) Passage: 100 m²
- (4) Toilets: 17.50 m²
- (5) Group Lounge: 66 m²
- (6) Courtyard: 50 m²

xi. **Main Accommodation Buildings: Job Maseko, Beyers Naude and Kgoshi Sekhukhune (1st Floor)**

- (1) Passage: 110 m²
- (2) Tea Kitchen: 15 m²
- (3) TV Lounges (X2): 60 m²
- (4) Bathroom/Toilet: 27 m²
- (5) Store: 10,50 m²

xii. **Main Accommodation Buildings: Job Maseko, Beyers Naude and Kgoshi Sekhukhune (2nd Floor)**

- (1) Passage: 110 m²
- (2) Tea Kitchen: 10,50 m²
- (3) Store Rooms: 60 m²
- (4) Bathroom/Toilet: 27 m²

a. **Occupants, Employees and Visitors**

- i. Living-in Members: 350
- ii. Visitors: **Maximum** 20 per week

2. REQUIREMENTS

- a. Provide (by contractor) she-bin services in all ladies toilets. To be serviced once a week, but more frequent if the need arises.
- b. Ensure liquid soap dispensers are filled with soap at all times.
- c. Paper towels (jumbo rolls) supplied by contractor in all bathrooms.
- d. P-mats must be supplied by the contractor for all urinals and replaced on a regular basis to ensure a clean and odour free bathroom.
- e. All hand dryers must be maintained by the contractor and fully operational at all times.

3. TASK DESCRIPTION

- a. Main Accommodation Buildings: Koehque Gonomoa, Job Maseko, Beyers Naude, Kgoshi Sekhukhune and Basil February.
 - i. Ensure all communal areas are dust free at all times.
 - ii. Ensure all floors in communal areas are clean at all times.
 - iii. Ensure vertical blinds in all communal areas are clean at all times.
 - iv. Ensure glass and tile surfaces in communal areas are clean at all times.
 - v. Ensure windows in communal areas are clean on the inside at all times.
 - vi. Ensure all furniture in communal areas are clean at all times.
 - vii. Vacuum upholstered furniture in communal areas once a month.
 - viii. Strip and seal floors twice per annum during recess with two coats of an SABS approved dry gloss, non-slip metabolized, and hard coat polymergeant, supplied by the contractor.
 - ix. Vacuum all carpets in communal areas daily.

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<p>b. Main Accommodation Building: Koehque Gonomoa, Job Maseko, Beyers Naude, Kgoshi Sekhukhune and Basil February, Bathrooms, Showers, Baths and Toilets:</p>	
<p>i. Supply single ply toilet paper in anti-theft roll holders (as described in para 2.a.) daily. There must be enough to last until the next day.</p>	
<p>ii. Supply liquid soap and dispensers in all toilets as discussed in para 2.c.</p>	
<p>iii. Supply paper towel (jumbo roll) roll and holders in all toilets.</p>	
<p>iv. Empty and wash rubbish bins with approved disinfectant daily.</p>	
<p>v. Wash and disinfect toilet pans, seat covers, urinal bases, towel rails and taps daily.</p>	
<p>vi. Place SABS approved agents in basins, urinals (p-mat) and toilets to prevent clogging.</p>	
<p>vii. Wash tiles in toilets, showers and baths daily with an SABS approved detergent.</p>	
<p>viii. Clean and polish mirrors daily.</p>	
<p>ix. Wash floors daily with an SABS approved detergent for public bathrooms.</p>	
<p>c. Main Accommodation Buildings Kitchenettes:</p>	
<p>i. Clean tiles in the working area daily.</p>	
<p>ii. Clean cupboards weekly.</p>	
<p>iii. Wash and clean basins and taps daily.</p>	
<p>d. Military Academy Combined Club Dining Room, Lounges, Passages and Offices:</p>	
<p>i. Sweep and mop the dining hall floor with a SABS approved detergent after each meal (excluding supper).</p>	
<p>ii. No unused foodstuff is allowed to be removed from the dining hall area.</p>	
<p>iii. No employees of the assigned contractor, is allowed to be present in the kitchen area.</p>	
<p>iv. Wash all the front windows in the dining hall weekly, on</p>	

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the inside and the outside. Wash all windows in and outside the club once a month.
v. Vacuum all carpets in all public areas and offices daily.	.....
vi. Deep Clean and wash carpets monthly with the permission and under supervision of the Facilities Manager or his/her delegate. Clean non-permanent spots on carpets if a carpet wash is not required. Guard against the use of cleaning agents that can damage or discolour the carpet. Vacuum carpets thoroughly after wash and wash carpet with industrial carpet washing machine. Carpet must not become excessively wet and all shampoo/soap must be removed. Remove all water until carpets are damp only.	.....
vii. Wash all window sills with a damp cloth daily.	.....
viii. Polish all furniture weekly.	.....
ix. Vacuum all upholstered furniture weekly.	.....
x. Vacuum cushions monthly.	.....
xi. Keep floor skirting and banister dust free.	.....
xii. Strip and seal floors in the passages two times a year or when required or requested.	.....
xiii. Sweep and wash entrance hall daily.	.....
xiv. Sweep and remove dirty spots on the stoep daily.	.....
xv. Polish stoep once a week.	.....
xvi. Wash lampshades in passages, lounges, offices, public areas and dining room weekly. Contractor to ensure that cleaners are conversant with safety measures according to OHS Act.	.....
xvii. Dirty Spots on walls must be washed of daily.	.....
xviii. Dust all passages, offices, public areas and dining room from the ceiling to the floor and all equipment, furniture and other fixtures once a week.	.....
e. Courtyard, Paths, Steps and Kitchen yard:	
i. Sweep paving and concrete surfaces with a hard broom daily and remove dirt or plants that may be growing.	.....
ii. Place all rubbish in rubbish dumpster behind the	

kitchen.

f. Parking areas and loading zones:

- i. Keep area clean and remove all rubbish daily and place in green rubbish bins. All parking areas must be clean and free from dirt or any plants that may be growing.
- ii. Wipe outside tables with a damp cloth once a week.

g. Waste Bins:

- i. Empty bins daily and wash all waste bins monthly.
- ii. Rubbish removed from these containers must be placed in other suitable containers or bags and may not be dragged across floors or carpets tiles. All rubbish must be taken to the municipal bins for collection. The area surrounding the bins must be kept clean at all times.
- iii. The rubbish dump site and container behind the kitchen in the courtyard and indicated by the facilities manager must be kept clean at all times. All rubbish must be emptied here.
- iv. Ensure that all waste bins are empty or stored in a secure area to avoid stray /wild animals from spilling refuse.

h. Student rooms:

- i. At the end of the year during recess only the rooms of the 3rd Year Students who will permanently vacate their rooms, will be cleaned.
- ii. Wash showers and clean with a detergent.

i. Gymnasium:

- i. Clean windows once a week.
- ii. Vacuum carpets and sweep floors daily.
- iii. Clean mirrors daily.
- iv. Wash equipment as requested with SABS approved detergent for gym equipment.

USER REQUIREMENTS SPECIFICATION: QM SECTION, TPT SECTION AND SPORTS CLUB HOUSE	COMPLY OR DO NOT COMPLY
<p>1. <u>GENERAL</u></p> <p>a. Square meter of area to be cleaned</p> <p>i. <u>QM Section</u></p> <ul style="list-style-type: none"> (1) Outside toilets (x2): 18 m² (2) Shower: 24 m² (3) Inside Toilets (x2): 2,9 m² (4) Office (x3): 24 m² (5) Office: 18 m² (6) Office: 12 m² (7) Kitchen: 28 m² (8) Passage: 10 m² (9) Loading docks and platforms: 120m² <p>ii. <u>Transport Section</u></p> <ul style="list-style-type: none"> (1) Main Office: 48 m² (2) Office1: 48 m² (3) Office2: 12 m² (4) Tearoom: 12 m² (5) Toilets (x4), Shower (x2); 24M² <p>iii. <u>PTSR Section(Sport Club)</u></p> <ul style="list-style-type: none"> (1) Club House: 182m² (2) Main Office: 65m² (3) Male Change Room: 47m² (4) Female Change Room: 47m² (5) Shower Area: 7m² 	

(6) Toilets (x9): 36m²

(7) Spectator Seating and Stoop Area: 301m²

(8) Passage: 190m²

b. Employees and visitors

i. Employees: 16

ii. Visitors: 10

2. REQUIREMENTS

- a. Maintain all toilet roll holders and ensure that all holders always are in a high serviceable standard.
- b. Provide (by contractor) she-bin facilities in all ladies toilets. To be serviced by the contractor at least once per week, but more frequent if the need arises.
- c. Supply and replace soap in the dispensers when empty. All dispensers must have soap at all times.
- d. Paper towels (jumbo rolls) supplied by contractor in all bathrooms.
- e. P-mats must be supplied by the contractor for all urinals and replaced on a regular basis to ensure a clean and odour free bathroom.
- f. All hand dryers must be maintained by the contractor and fully operational at all times.
- g. The Transport, QM and PTSR Sections are geographically separated from the main buildings. The transport and movement of personnel are the responsibility of the contractor. No contractor personnel or staff will be allowed in any military vehicle at any time for any reason.

3. TASK DESCRIPTION

a. QM Section

- i. Dust all offices and passages daily.
- ii. Sweep and wash floors in offices, and passages daily.
- iii. Clean blinds weekly in all offices. Use mild soap water and a cloth. Rinse with clean water.

iv. Clean dirty spots from glass, walls and any other surface daily.	.....
v. Wash windows inside and outside monthly.	.....
vi. Keep windowsills dust free.	.....
vii. Keep floor skirting, banisters dust free.	.....
viii. Strip and seal floors two times per annum during recess or when needed with two coats of an SABS approved dry gloss, non-slip metabolized, and hard coat polymergeant, supplied by the contractor.	.....
ix. Remove polish built-up regularly.	.....
x. Wash dirty spots from walls daily.	.....
xi. Supply single ply toilet paper in anti-theft roll holders daily. There must be enough to last until the next day.	.....
xii. Supply liquid soap in dispensers in all toilets.	.....
xiii. Supply air freshener in dispensers in all toilets.	.....
xiv. Supply paper towel roll (jumbo roll) in all toilets.	.....
xv. Empty and wash rubbish bins with approved disinfectant daily.	.....
xvi. Wash and disinfect toilet pans, seat covers, urinal bases, towel rails and taps daily.	.....
xvii. Place SABS approved agents in basins, urinals and toilets to prevent clogging.	.....
xviii. Wash tiles in toilets and shower daily with an SABS approved detergent.	.....
xix. Clean and polish mirrors daily.	.....
xx. Remove dirt spots daily.	.....
xxi. Remove all bird droppings from platforms and loading docks daily	.....
b. Transport Section	
i. Dust offices daily.	.....
ii. Sweep and wash floors in offices and passages daily.	.....

iii. Clean dirty spots from glass, walls and any other surface daily.

iv. Wash windows inside and outside monthly.

v. Keep windowsills dust free.

vi. Keep floor skirting, banisters dust free.

vii. Strip and seal floors two times per annum during recess or when needed with two coats of an SABS approved dry gloss, non-slip metabolized, and hard coat polymergeant, supplied by the contractor.

viii. Remove polish built-up regularly.

ix. Wash dirty spots from walls daily.

x. Supply single ply toilet paper in anti-theft roll holders daily.

xi. Supply liquid soap in dispensers in all toilets.

xii. Supply air freshener in dispensers in all toilets.

xiii. Supply paper towel roll (jumbo roll) in all toilets.

xiv. Empty and wash rubbish bins with approved disinfectant daily.

xv. Wash and disinfect toilet pans, seat covers, urinal bases, towel rails and taps daily.

xvi. Place SABS approved agents in basins, urinals (p-mat) and toilets to prevent clogging.

xvii. Wash tiles in toilets and shower daily with an SABS approved detergent.

xviii. Clean and polish mirrors daily.

xix. Remove dirt spots daily.

xx. Remove bird droppings from floors daily.

c. PTSR (Sport Club)

i. Dust the entire room daily.

ii. Sweep and wash floors in offices and passages daily.

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iii. Clean blinds weekly in all public areas and offices. Use mild soap water and a cloth. Rinse with clean water.
iv. Clean dirty spots from glass, walls and any other surface daily.	.....
v. Wash windows inside and outside monthly.	.....
vi. Keep windowsills dust free.	.....
vii. Keep floor skirting, banisters dust free.	.....
viii.Strip and seal floors two times per annum during recess or when needed with two coats of an SABS approved dry gloss, non-slip metabolized, and hard coat polymergeant, supplied by the contractor.	.....
ix. Remove polish built-up regularly.	.....
x. Wash dirty spots from walls daily.	.....
xi. Supply single ply toilet paper in anti-theft roll holders daily.	.....
xii. Supply liquid soap in dispensers in all toilets.	.....
xiii. Supply air freshener in dispensers in all toilets as.	.....
xiv. Supply paper towel roll (jumbo roll) in all toilets. Paper towel as well electric hand dryers must be available in all toilets.	.....
xv. Empty and wash rubbish bins with approved disinfectant daily.	.....
xvi. Wash and disinfect toilet pans, seat covers, urinal bases, towel rails and taps daily.	.....
xvii. Place SABS approved agents in basins, urinals (p-mat) and toilets to prevent clogging.	.....
xviii. Wash tiles in toilets and shower daily with an SABS approved detergent.	.....
xix. Clean and polish mirrors daily.	.....
xx. Remove dirt spots daily.	.....
xxi. Remove all bird droppings from stoep, passage and spectator seating daily	.....

USER REQUIREMENT SPECIFICATION: MAIN HQ BUILDING, OFFICES, LECTURE ROOMS AND HALLS	COMPLY OR DO NOT COMPLY
<p>1. <u>GENERAL</u></p> <p>a. Square meter of area to be cleaned</p> <ul style="list-style-type: none"> i. Temong Auditorium: 360 m² ii. Entrance Halls (x2): 140 m² iii. Passages (x5): 310 m² iv. Computer Centre: 365 m² v. Library: 450 m² vi. Lecture Rooms: 1780 m² vii. Media Centre: 144 m² viii. Offices: 1796 m² ix. Johannes Modise Hall: 720 m² <p>b. Occupants, Employees and Visitors</p> <ul style="list-style-type: none"> i. Students: 360 ii. Other Employees: 100 iii. Visitors: <150 <p>2. <u>Requirements</u></p> <ul style="list-style-type: none"> a. Maintain <u>all</u> toilet rolls holders and insure that all holders always are in a high serviceable standard. b. Provide (by contractor) she-bin facilities in all ladies toilets. To be serviced by the contractor at least once per week, but more frequent if the need arises. c. Replace soap in the dispensers when empty. All dispensers must have soap at all times. d. Paper towels (jumbo roll) supplied by contractor in all bathrooms. Paper towels as well as electric hand dryers must be available in all toilets. 	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

- e. Place SABS approved agents in basins, urinals (p-mat) and toilets to prevent clogging.
- f. The contractor must maintain all automatic air freshener dispensers that are previously installed and newly installed. All dispensers must be fully operational at all times in all bathrooms. Air freshener must be supplied by the contractor.
- g. All hand dryers must be maintained by the contractor and fully operational at all times.

3. Task Description

a. Offices

- i. Dustbins cleaned in all offices once a day.
- ii. All Dustbins in all offices must be washed once a month with an SABS approved detergent.
- iii. Sweep floors once a week.
- iv. Vacuum carpets once a week.
- v. Dust inside all offices every second week, or on request, from the ceiling to the floor, on all furniture, cupboards, racks and other fixtures or equipment that may be in the office.
- vi. Wash all windows once a month on the inside and the outside (only ground floor).
- vii. Dirty spots on walls must be cleaned at all times.
- viii. Polish all wooden furniture with an approved polish once a month in all offices.
- ix. Clean vinyl vertical blinds once a month. Use mild soap water and a cloth. Rinse with clean water.
- x. Deep Clean and wash carpets monthly with the permission and under supervision of the Facilities Manager or his/her delegate. Clean non-permanent spots on carpets if a carpet wash is not required. Guard against the use of cleaning agents that can damage or discolour the carpet. Vacuum carpets thoroughly after wash and wash carpet with industrial carpet washing/cleaning machine. Carpet must not become excessively wet and all shampoo/soap must be removed. Remove all water until carpets are damp only.

xi. Clean glass panelled bookcases with a clean damp cloth weekly.	.....
xii. Wash floors every week and clean dirty spots on the floor on request.	.....
xiii. Strip and seal floors two times per annum during recess periods or when needed with two coats of an SABS approved dry gloss, non-slip metabolized, and hard coat polymergeant, supplied by the contractor	.....
b. Toilets	
i. Supply single ply toilet paper in anti-theft roll holders daily.	.....
ii. Supply liquid soap in dispensers in all.	.....
iii. Supply air freshener in dispensers in all toilets.	.....
iv. Supply paper towel roll (jumbo roll) in all toilets. Paper towel as well as an electric hand dryer must be available in all toilets	.....
v. Empty and wash rubbish bins with approved disinfectant daily.	.....
vi. Wash and disinfect toilet pans, seat covers, urinal bases, towel rails and taps daily.	.....
vii. Place SABS approved agents in basins, urinals (p-mat) and toilets to prevent clogging.	.....
viii. Wash tiles in toilets and showers daily with an SABS approved detergent.	.....
ix. Clean and polish mirrors daily.	.....
x. Remove dirt spots daily.	.....
xi. Wash floors daily with an SABS approved detergent for public bathrooms.	.....
xii. Wash windows inside and outside (only ground floor) once a month.	.....
c. Hallways and passages.	
i. Sweep daily.	.....
ii. Wash and polish all passages and hallways every week.	.....

iii. Wash windows inside and outside (only ground floor) once a month.	.....
iv. Dust once every week, or on request, from the ceiling to the floor, on all furniture, cupboards, racks and other fixtures or equipment that may be in the hallways and passages.	.....
v. Strip and seal floors twice per annum during recess periods or when needed with two coats of an SABS approved dry gloss, non-slip metabolized, and hard coat polymergeant, supplied by the contractor.	.....
d. Kitchens and Scullery	
i. Wash kitchen tiles in the working area daily.	.....
ii. Wash and clean cupboards weekly.	.....
iii. Wash and clean basins and taps daily.	.....
iv. Wash cups twice daily and clean sink with a SABS approved disinfectant. (Kitchen of Commandant only)	.....
v. Wash windows inside and outside (only ground floor) once a month.	.....
e. Library	
i. Empty all dustbins daily.	.....
ii. Dust books and shelves with a dust cloth weekly. Take note to insure products used will not damage books in any way.	.....
iii. Wash windows inside and outside once a month.	.....
iv. Wash furniture with a dust cloth, do not use polish or any other oil based substance. Dirty spots must be cleaned with a damp cloth at all times.	.....
v. Vacuum carpets once a week or on request.	.....
vi. Deep Clean and wash carpets monthly with the permission and under supervision of the Facilities Manager or his/her delegate. Clean non-permanent spots on carpets if a carpet wash is not required. Guard against the use of cleaning agents that can damage or discolour the carpet. Vacuum carpets thoroughly after wash and wash carpet with industrial carpet washing/cleaning machine. Carpet must not become excessively wet and	

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all shampoo/soap must be removed. Remove all water until carpets are damp only.
vii. Dust once a month, or on request, from the ceiling to the floor, on all furniture, cupboards, racks and other fixtures or equipment that may be in the Archive. Take note to not damage any books or papers stored in the Archive.	.....
viii. Supply and empty paper recycle bins once a week.	.....
ix. Clean glass panels with a clean damp cloth once a week.	.....
x. Clean vertical blinds once a month. Use mild soap water and a cloth. Rinse with clean water.	.....
f. Computer information centres (CIS)	
i. Wash and polish floor once a week.	.....
ii. Wipe tables with a damp cloth daily.	.....
iii. Clean computer screens with an alcohol based cleaner and clean weekly or on request.	.....
iv. Cleaning will be done under supervision and on request.	.....
v. Wash windows inside only once a month.	.....
vi. Clean vertical blinds once a month. Use mild soap water and a cloth. Rinse with clean water.	.....
vii. Sweep floor daily.	.....
viii. Deep Clean and wash carpets monthly with the permission and under supervision of the Facilities Manager or his/her delegate. Clean non-permanent spots on carpets if a carpet wash is not required. Guard against the use of cleaning agents that can damage or discolour the carpet. Vacuum carpets thoroughly after wash and wash carpet with industrial carpet washing/cleaning machine. Carpet must not become excessively wet and all shampoo/soap must be removed. Remove all water until carpets are damp only.	.....
ix. Strip and seal floors <u>twice per annum</u> during recess periods or when needed with two coats of an SABS approved dry gloss, non-slip metabolized, and hard coat polymergeant, supplied by the contractor.	.....
g. Lecture Rooms and Temong Auditorium	
i. Clean all tables daily with clean cloth.	.....

<p>ii. Vacuum upholstered chairs and carpets weekly.</p> <p>iii. Deep Clean and wash carpets monthly with the permission and under supervision of the Facilities Manager or his/her delegate. Clean non-permanent spots on carpets if a carpet wash is not required. Guard against the use of cleaning agents that can damage or discolour the carpet. Vacuum carpets thoroughly after wash and wash carpet with industrial carpet washing/cleaning machine. Carpet must not become excessively wet and all shampoo/soap must be removed. Remove all water until carpets are damp only.</p> <p>iv. Clean black and white boards at the end of each day.</p> <p>v. Wash windows inside only once a month.</p> <p>vi. Clean vertical blinds once a month. Use mild soap water and a cloth. Rinse with clean water.</p> <p>vii. Dust inside all classrooms every second week, or on request, from the ceiling to the floor, on all furniture, cupboards, racks and other fixtures or equipment that may be in the lecture rooms.</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>h. Johannes Modise Hall</p> <p>i. Clean the hall before and after every function or activity.</p> <p>ii. Wash /dust all chairs weekly.</p> <p>iii. Wash windows and glass doors inside and outside (only ground level) once a month.</p> <p>iv. Vacuum stage curtains once a month. Curtains are above normal reach. Contractor to ensure safety of members according to OHS regulations.</p> <p>v. Dust and clean entire hall including the stage, store rooms and kitchen, every week, or on request, from the ceiling to the floor, on all furniture, cupboards, racks and other fixtures or equipment that may be in the Hall.</p> <p>vi. Kitchen to be cleaned as described in para 3.d.</p> <p>vii. Bathrooms to be cleaned as described in para 3.b.</p> <p>viii. Foyer floor must be washed weekly.</p> <p>ix. Sweep entrance to the hall daily.</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

- x. Strip and seal floors in the hall and the entrance to the hall two times per annum during recess periods or when needed with two coats of an SABS approved dry gloss, non-slip metabolized, and hard coat polymergeant, supplied by the contractor.

- xi. Repack all chairs before every activity or function and ensure the cleanliness of the chairs.

i. **Parking areas and loading zones:**

- i. Keep area clean and remove all rubbish daily and place in green rubbish bins. All parking areas must be clean and free from dirt or any plants that may be growing.

- ii. Wipe outside tables with a damp cloth once a week.

j. Courtyard, Paths, Steps and Stoep in front of MA hall and entrances:

- i. Sweep paving and concrete surfaces with a hard broom daily and remove dirt, bird droppings and weeds that may be growing.

- ii. Place all rubbish in rubbish dumpster behind the kitchen.

k. Waste Bins:

- i. Empty and wash all waste bins daily.

- ii. Rubbish removed from these containers must be placed in other suitable containers or bags and may not be dragged across floors, carpets or tiles. All rubbish must be taken to the municipal bins for collection. The area surrounding the bins must be kept clean at all times.

- iii. All green dustbins must be emptied in the dumpster behind the kitchen.

USER REQUIREMENT SPECIFICATION: GENERAL ADMINISTRATION, CONDITIONS AND MINIMUM PERSONNEL AND EQUIPMENT REQUIREMENTS	COMPLY OR DO NOT COMPLY
1. All equipment provided and needed by the contractor to be able to successfully complete the task must be in place on commencement of the contract.
2. Control sheets will be used for every cleaning area and must be signed and dated after every cleaning. It must be forwarded on a weekly basis to the facilities section at the Military Academy.
3. Daily control checks wrt the number of personnel on site, the availability of chemicals and the condition and totals of specified equipment, will be conducted on a daily basis by a member of the Facilities Section. These control sheets will be countersigned by a supervisor of the contractor to ensure authentication, and documentation will be tabled at the required monthly meeting.
4. TV, kitchen and recreational facilities may not be used by the employees of the contractor.
5. The contractor is to provide the Facilities Section of the Military Academy with a cleaning schedule every second month.
6. Contractor management must be available for a monthly meeting to discuss problems, dissatisfactions, etc. if required.
7. Contractors must have ID cards with a colour photo and the name of the employee clearly displayed. These cards must be supplied by the contractor. These cards must be worn by all contractor personnel at all times.
8. A copy of all contractor personnel ID's and appointment letters, which will be working on site, must be forwarded to the Facilities Section at the Military Academy.
9. Note that all equipment <u>installed</u> by the contractor in the buildings becomes part of the building and may not be removed. If it has to be removed, permission from the Facilities Manager must be obtained and the equipment must be replaced. All equipment installed into the building becomes the property of the Military Academy.
10. <u>Contractor Facilities</u>	
a. Office number 5 of the Laundry Building will be utilized as the Supervisors office, cloakroom, kitchen and tearoom
b. Office number 6 will be used for the storage of equipment and not chemicals.
c. Contractor is to safeguard the equipment stored in room 5	

and 6 and is not the responsibility of the Military Academy to secure the office.	.....
d. The storage and management of chemicals in the store room must be according to the OHS Act.	.....
e. Personnel of the Military Academy may inspect the office and store room of the contractor without prior notice to ensure safety, and availability of material and equipment used.	.....
f. All office furniture needed by the contractor must be supplied by the contractor.	.....
g. The contractor must ensure that employees are informed and aware of the rules and regulations of the Department of Defence and Military veterans, as well as those of the Military Academy.	.....
h. No employee of the contractor are allowed to be present in areas that are out of bounds to personnel who's names do not appear on entrance control cards, unless permission is granted for cleaning purposes.	.....
i. No foodstuffs are allowed to be removed from the premises of the Military Academy.	.....
11. <u>Guidelines for minimum equipment required.</u>	
a. These guidelines are a minimum requirement only. The contractor is not limited to these requirements. If more equipment is needed to provide the service, that equipment must be in place. This list is the minimum required equipment that must be on site at all times. The contractor is free to use any additional equipment required to provide the services as indicated.	.....
b. Double Bucket cleaning trolleys, with buckets. (One per building, two in main HQ building)	.....
c. Industrial polishers. (Two)	.....
d. Industrial Vacuum cleaners. (a minimum of four)	.....
e. Waste trolley for transportation of general and recyclable waste inside the buildings. (One per building. Two in HQ building)	.....
f. Wet floor notice boards. (As many as required to ensure a safe environment)	.....
g. Ladders and other equipment needed to clean windows and high windows on the inside and the outside.	.....

- h. All OHS required equipment.
- i. Any other equipment required to provide the service on a high standard.
- j. A list of cleaning products that are going to be used to be submitted with the offer.

12. Personnel requirement and Working Hours

- a. These guidelines are minimum requirements only. If more personnel/equipment are required to comply with contract specification, the contractor is to provide additional personnel and equipment in order to comply.
- b. Two supervisors must be on site at the Military Academy at all times.
- c. Total of 20 cleaners. 1 Cleaners per building: Basil February, Job Maseko, Beyers Naude, Kgoshi Sekhukhune and Koehque Gonomoa; 1 cleaner for the Sport Club House, Gym, QM and Transport Sections, 3 Cleaners at the MACC (dining hall, lounges, offices), and 4 Cleaners at the main building (offices and lecture rooms).
- d. Working Hours as follows:
 - i. Monday – Friday: 08:00 – 15:00,
 - ii. Weekends and Public Holidays: 08:00 – 12:000 (1 x Supervisor and 2 x Cleaners [only dining hall, lounge and ablutions adjacent to staff lounge])).
 - iii. The User/Client reserve the right to amend working hours and number of staff with timeous and due consultation of Contractor.
 - iv. The Military Academy closes for the December holiday period (mid Dec to mid Jan). During this period only 1 x supervisor and 2 x cleaners will be required, 08:00 – 12:00 every day.
 - v. **AD-HOC inspection/ checks will take place throughout the duration of the contract. Inspection is to ensure that the service provider maintains the quality output requested.**

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13. Contact Information

**For any information regarding the area please contact the SO1
Plans of the Military Academy**

Tel: 022 702 3101

Fax: 022 702 3060

For any enquiries regarding this Bid contact:

Warrant Officer Tsogang

Tel: 021 787 5207

e-mail: spsctechsection@gamil.com

SECTION C



PROVEN TRACK RECORD AND REGIONAL FOOTPRINT



COMPANY ORGANIGRAM AND QUALIFICATION



CONTRACT MANAGEMENT AND BACK UP PLAN

APPENDIX Q



TRAINING PROGRAM

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)

DEPARTMENT OF DEFENCE

SPECIAL CONDITIONS OF CONTRACT
(SCCs)

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SPECIAL CONDITIONS OF CONTRACT

CHANGED REQUIREMENT

1. If Department of Defence institutions participating in this contract are disbanded or relocated or for reasons unknown at the time of concluding the contract, the Department of Defence reserves the right to cancel the contract or parts thereof on written notice of 90 days sent to the contractor at the address appearing in the contract.

CO-ORDINATED ACTIVITIES

2. Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden.
3. The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

CONTRACTOR'S PERSONNEL

4. Identification. To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:
 - a. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;
 - b. Personnel will wear identifiable uniforms whilst on duty.
5. Attitude towards Safety, Health, Security and Service Delivery. Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilise such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.
6. Name List. The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry permits for the contractor. Any changes to the personnel must be communicated to the designated official without delay.
7. Personnel on Site. The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be

made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

VALUE ADDED TAX (VAT)

8. All monies paid in terms of this bid is subject to value added tax calculated at the appropriate tariff from time to time as provided for in the Value Added Tax Act, Act 89 of 1991, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to value added tax.

DAMAGE COMPENSATION

9. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.
10. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.
11. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.
12. The Department of Defence and its employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

WAIVER

13. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any such waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SEVERABILITY

14. Should any of the terms and conditions of the Contract be held to be invalid or unlawful, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

SUB-CONTRACTING

15. In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:
 - a. Prior Approval. Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any sub-contractor.
 - b. Payment. The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.