# OFFICE OF THE VALUER-GENERAL

**OFFICE OF THE VALUER GENERAL**
3rd Floor, 267 Praetor Building, Lillian Ngoyi Street, Pretoria, 0002
Private Bag X 812, Pretoria, 0001; Tel: 060 582 1281;www.ovg.org.za

# REQUEST FOR QUOTATION (RFQ)

See attached Terms of Reference

**RFQ NO: OVG 2 (001) 2024/2025 CLOSING DATE: 11 APRIL 2024 TIME: 11H00 AM**

1. Quotations should be emailed to **gobusamang.sekwale@ovg.org.za** & **Kehilwe.Seatlholo@ovg.org.za** no later than the closing date and time indicated above.
2. The validity period of your quote is: (Tick applicable box)

| 30 days | | 60 days | | 90 days | | 120 days | |
|---|---|---|---|---|---|---|---|

3. Please indicate your delivery period: ______working days
4. Is the delivery period firm: Yes / No (delete which is not applicable)?
5. Is/are the price(s) firm for the duration of the contract: Yes / No (delete which is not applicable)
6. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
7. Is the offer strictly to specifications: Yes / No (delete which is not applicable)?
8. If not to specifications, state deviation(s): ________________________________________________________
9. Registration on Central Supplier Database (CSD) prior to submitting quotation is a mandatory requirement of this RFQ. Quotations received from none CSD suppliers will be disqualified. Please indicate your CSD Number below:

| CSD No. | | SARS Tax Status PIN. | |
|---|---|---|---|

10. You are not required to submit hard copy of Tax Clearance Certificate however the Overall Tax Status for all price quotations will be accessed and verified on CSD or SARS eFiling prior to award. No price quotation may be awarded to persons who are not tax compliant.
11. The banking information (bank and account name and number) which correspond with that on CSD must also be submitted with the quotation as failure to do so may disqualify your quotation.
12. All prices must be VAT inclusive, if no indication is given, prices will be evaluated as inclusive.
13. No Quotations received after the closing date and time will be accepted without prior arrangement with the sender. It is the responsibility of the tenderer to verify receipt of any faxes and emails forwarded to this office.
14. **NB:** If you are unable to quote, please fax or email or hand deliver this page back to the sender as a no quote and state the reason below. Failure to furnish the reason(s) may lead to your company being removed from the commodity on the supplier database:

    ____________________________________________________________________________________________

15. This RFQ is subject to the National Treasury General Conditions of Contract of July 2010 unless otherwise stated by the issuer.
16. Please fill in the attached **SBD 3,3 (Pricing Schedule), SBD4 (Bidders' disclosure), SBD 6.1 (Preference Claim)** Forms and submit with your price quotation. Failure to attach these completed and duly signed forms will result in quote not being considered.
17. This Request for Quotation must be completed and be accompanied by an official quotation and relevant SBD forms.
18. If you have not been contacted within 30 days after the closing date of this request, kindly accept that your quotation was unsuccessful.

I/we agree that the offer herein shall remain binding upon me/us and open for acceptance by Office of the Valuer General during the validity period indicated and calculated from the closing date and time stated above.

| ______________________ | ______________________ | ______________ |
|---|---|---|
| Signature of Tenderer | Name and Capacity | Date |

**PRICING SCHEDULE: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF HYGIENE SERVICES AT OFFICE OF THE VALUER GENERAL (OVG)OFFICES FOR A PERIOD OF (24) MONTHS**

PRICING SCHEDULE
**(Service)**

**NAME OF SERVICE PROVIDER:** ………………………………………………………………………………………………….

**RFQ No:** OVG 2 (001) 2024/2025 **CLOSING DATE:** 11 April 2024 **CLOSING TIME: 11:00 AM**

**PHYSICALL ADDRESS:**

______________________________

______________________________

______________________________

______________________________

**CONTACT DETAILS:**

TEL: ______________________________

CELL: ______________________________

FAX: ______________________________

E-MAIL: ______________________________

Reg. Number: ______________________________

Tax Number: ______________________________

VAT Number: ______________________________

Contact Person: ______________________________

**MY QUOTATION IS AS FOLLOWS:**

| ONCE OFF INSTALLATION OF HYGIENE EQUIPMENT | | | |
|---|---|---|---|
| **Description** | **Quantity** | **Cost per Item** | **Total Cost for Installation (Exl VAT)** |
| Installation of 500 ml Auto hand soap/ sanitizer dispensers | 06 | **R** | **R** |
| Installation of Auto Cut Paper Towel Dispenser | 06 | **R** | **R** |
| Installation of SHE Bin Intima Auto (WOMEN CUBICLES) | 06 | **R** | **R** |
| Installation of She Packet Dispenser | 06 | **R** | **R** |
| Installation of Foam Touch Free toilet seat Dispenser-1 | 09 | **R** | **R** |

Initials …………………………..

Date: ……………………………

**PRICING SCHEDULE: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF HYGIENE SERVICES AT OFFICE OF THE VALUER GENERAL (OVG)OFFICES FOR A PERIOD OF (24) MONTHS**

| | | | |
|---|---|---|---|
| Installation of Toilet Roll Holder Lockable Mild Steel | 09 | **R** | **R** |
| Installation of Automatic Air Freshener Dispenser | 06 | **R** | **R** |
| Installation of Urinal & Toilet Auto Cleaner Dispenser | 05 | **R** | **R** |
| **Sub Total A (Total Cost for Installation excluding 15 % VAT)** | | | **R** |

| **LEASING OF HYGIENE AND CLEANING EQUIPMENT** | | | | |
|---|---|---|---|---|
| **Description** | **Quantity** | **Monthly Cost** | **Contract Period** | **Total Cost for the Contract ( Exl VAT)** |
| Leasing of 500 ml Auto hand soap/ sanitizer dispensers | **06** | R | 24 Months | **R** |
| Leasing of Auto sensor/touch free bins | **06** | R | 24 Months | **R** |
| Leasing of Auto Cut Paper Towel Dispenser | **06** | R | 24 Months | **R** |
| Leasing of SHE Bin Intima Auto (WOMEN CUBICLES) | **06** | R | 24 Months | **R** |
| Leasing of She Packet Dispenser | **06** | R | 24 Months | **R** |
| Leasing of Foam Touch Free toilet seat Dispenser-1 | **09** | R | 24 Months | **R** |
| Leasing of Toilet Roll Holder Lockable Mild Steel | **09** | R | 24 Months | **R** |
| Leasing of Automatic Air Freshener Dispenser | **06** | R | 24 Months | **R** |
| Leasing of Urinal & Toilet Auto Cleaner Dispenser | **05** | R | 24 Months | **R** |
| Leasing of Wet and Dry Vacuum cleaner stainless steel | **02** | R | 24 Months | **R** |
| Collection Cost for Sanitary Waste (**based on the frequency per week**) | 04 | R | 24 Months | **R** |
| **SUB-TOTAL B (LEASING OF HYGIENE AND CLEANING EQUIPMENT Excluding 15% VAT)** | | | **R** | |

Initials ……………………………..

Date: …………………………….

**PRICING SCHEDULE: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF HYGIENE SERVICES AT OFFICE OF THE VALUER GENERAL (OVG)OFFICES FOR A PERIOD OF (24) MONTHS**

| | |
|---|---|
| **TOTAL COST EXLUDING 15 % VAT (SUB-TOTAL A + SUB-TOTAL B)** | **R** |
| VALUE ADDED TAX (15 % VAT) | **R** |
| **TOTAL COST (INCLUDING 15% VAT)** | **R** |

**NB: THE SUPPLIER MUST QUOTE AS PER THE ATTACHED SPECIFICATION**

**NB:** Successful service provider is expected to deliver within 2 weeks from the date purchase order (PO) is received and payment will only be made one's full delivery has been completed by awarded service provider.

N.B: Pricing per item must remain fixed for the duration of the contract

| **VALIDITYPERIOD** | 30 days | | 60 days | | 90 days | | 120 days | |
|---|---|---|---|---|---|---|---|---|

**BANK DETAILS:**

ACCOUNT HOLDER NAME: ______________________________

BANK NAME: ______________________________

ACCOUNT TYPE: ______________________________

ACCOUNT NUMBER: ______________________________

BRANCH CODE: __________

**DELIVERY PERIOD:** _______ DAYS

**QUOTATION EXPIRY DATE:**______________________

**SIGNATURE OF AUTHORISED PERSON:** ______________________

**NAME:** ______________________

**DESGNATION:** ______________________

**DATE:** ______________________

# BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
………………………………………………………………………………………
………………………………………………………………………………………

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

2.3.1 If so, furnish particulars:
…………………………………………………………………………………
…………………………………………………………………………………

## 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………… ..………………………………………………
Signature Date

………………………………… ………………………………………………
Position Name of bidder

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

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

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

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## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| PRICE | |
| SPECIFIC GOALS | |
| Total points for Price and SPECIFIC GOALS | 100 |

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

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

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20** **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

| **80/20** | **or** | **90/10** |
|---|---|---|

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

| **The specific goals allocated points in terms of this tender** | **Number of points allocated (80/20 system) (To be completed by the organ of state)** | **Number of points claimed (80/20 system) (To be completed by the tenderer)** |
|---|---|---|
| HDIs who had no franchise in the elections before 1983 and 1993 Constitution | 10 | |
| HDIs who is a Female | 5 | |
| People with Disabilities (PwDs) | 5 | |
| **Total** | **20** | |

**NB: Bidders are required to submit proof of HDI. Proof includes valid Central Supplier Database (CSD) together with their tenders to substantiate their specific Goals claims for HDIs.**

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm……………………………………………………………………….

4.4. Company registration number: ………………………………………………………….....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

| | |
|---|---|
| | ………………………………………. |
| | **SIGNATURE(S) OF TENDERER(S)** |
| **SURNAME AND NAME**: | ……………………………………………………… |
| **DATE:** | ……………………………………………………… |
| **ADDRESS**: | ……………………………………………………… |
| | ……………………………………………………… |
| | ……………………………………………………… |
| | ……………………………………………………… |

SUPPLIER MAINTENANCE

OFFICE OF THE VALUER-GENERAL

**SAGE** ☐

| System User Only |
|---|
| Captured By: |
| Captured Date: |
| Authorized By: |
| Date Authorized: |
| Safety Web Verification<br>YES ☐ NO ☐ |

Office

**Office of the Valuer General**

I/We hereby request and authorize you to pay any amounts which may accrue to me/us to the credit of my/our account with the mentioned bank. I/we understand that the credit transfers hereby authorized will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).
I/we understand that the OVG will supply payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.
This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post. Please ensure information is valid as per required bank screens.
I/We understand that bank details provided should be exactly as per the records held by the bank.
I/We understand that the OVG will not assume responsibly for any delayed payments, as a result of incorrect information supplied.

| Company / Personal Details | |
|---|---|
| Registered Name | |
| Trading Name | |
| Tax number | |
| Vat Number | |
| CSD Supplier Number | |
| Title | |
| Initials | |
| First Names (as per id) | |
| Surname | |

| Address Detail | |
|---|---|
| Postal Address Line 1 | |
| Postal Address Line 2 | |
| Physical Address Line 1 | |
| Physical Address Line 2 | |
| Postal Code | |

☐ New Supplier Information

☐ Update Supplier Information

Supplier Type

☐ Individual

☐ Company

☐ CC

☐ Partnership

☐ Department

☐ Trust

☐ Other

Department Number

Other Specify

## Supplier Account Details

(This field is compulsory and should be completed by a bank official from the relevant bank).

| | |
|---|---|
| Account Name | |
| Account Number | |
| Branch Name Branch | |
| Number | |
| Account Type | ☐ Cheque/Current Account<br>☐ Savings Account Transmission<br>☐ Account Bond Account<br>☐ Other (Please Specify) ______ |
| ID Number | ☐ |
| Passport Number | |
| Company Registration Number | |
| *CC Registration | |
| * Please include CC/CK where applicable | |
| Practise Number | |
| **When the bank stamps this entity maintenance form or Provide Bank confirmation Letter, they confirm that all the Information completed by the entity is correct.** | **Bank stamp/ Bank confirmation Letter**<br><br>It is hereby confirmed that this detail has been verified against the following screens<br>**ABSA**-CIF screen<br>**FNB**-Hogan's system on the CIS4<br>**STD** Bank-Look-up-screen<br>**Nedbank**- Banking Platform under the Client Details Tab |

## Contact Details

| | | | |
|---|---|---|---|
| Business | | | |
| Home Fax | *Area Code* | *Telephone Number* | *Extension* |
| | | | |
| Cell | *Area Code* | *Telephone Number* | *Extension* |
| | | | |
| | *Area Code* | *Telephone Number* | |
| | *Cell Code* | *Cell Number* | |
| E-mail Address | | | |
| | | | |
| Contact Person | | | |

| | Supplier details | Organization sender details |
|---|---|---|
| **Signature** | | |
| **Print Name** | | |
| **Rank** | | |
| **Date (dd/mm/yyyy)** | | |

Address *of the Office of the Valuer General where form is submitted from*:

**OFFICE OF THE VALUER-GENERAL**
267 Praetor Building, 3rd Floor, Cnr Pretorius and Lilian Ngoyi Street, Pretoria, 0001
Private Bag X 812, Pretoria, 0001

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, INSTALLATION, AND MAINTENANCE OF HYGIENE SERVICES AT OFFICE OF THE VALUER GENERAL (OVG)OFFICES FOR A PERIOD OF (24) MONTHS.**

**PHYSICAL ADDRESSES:**

**Praetor forum building**
3rd Floor, 267 Lilian Ngoyi Street
Pretoria
0001

## 1. PURPOSE

1.1 The supply, delivery, installation, and maintenance of hygiene services at OVG's Offices, in Tshwane for a period of (24) months.

## 2. BACKGROUND

2.1. The Office of the Valuer-General (OVG) intends to outsource the supply, delivery, installation, and maintenance of hygiene services to external service providers at OVG's Offices in Tshwane. Qualified and interested companies specializing in providing hygiene services are invited to submit a proposal to provide these services for OVG as mentioned below:

| OFFICE | SERVICE |
|---|---|
| **Praetor forum building**<br><br>3rd Floor, 267 Lilian Ngoyi Street<br>Pretoria, 0001<br>**AND**<br>**Centre Walk Building**<br><br>6th Floor, Cnr Thabo Sehume & Pretorious Street<br>Pretoria, 0001 | - Hygiene Services (daily) |

## 3. SCOPE OF WORK

### TABLE 1 - LEASING OF HYGIENE EQUIPMENT

| DESCRIPTION | QUANTITIES REQUIRED |
|---|---|
| Leasing of 500 ml Auto hand soap/ sanitizer dispensers | **06** |
| Leasing of Auto sensor/touch free bins | **06** |
| Leasing of Auto Cut Paper Towel Dispenser | **06** |
| Leasing of SHE Bin Intima Auto (WOMEN CUBICLES) | **06** |
| Leasing of She Packet Dispenser | **06** |
| Leasing of Foam Touch Free toilet seat Dispenser-1 | **09** |
| Leasing of Toilet Roll Holder Lockable Mild Steel | **09** |
| Leasing of Automatic Air Freshener Dispenser | **06** |
| Leasing of Urinal & Toilet Auto Cleaner Dispenser | **05** |

### TABLE 2- LEASING OF CLEANING EQUIPMENT

| DESCRIPTION | QUANTITIES REQUIRED |
|---|---|
| Leasing of Wet and Dry Vacuum cleaner stainless steel | **02** |

## 4. Provision of the following services/items:

4.1.1 Supply, deliver, install, commission of hygiene services, which includes installation of hygiene equipment.

4.1.2 All equipment to be always kept in safe and good working condition, and must comply with all health and safety regulations, and must comply with all health and safety regulations.

4.1.3 Any faulty equipment to be replaced/maintained at the service provider’s cost in the event of mechanical breakdown/malfunction.

4.1.4 No equipment that may damage the buildings and fittings, or harm staff members and visitors shall be used. The OVG has the right to reject equipment and tools.

4.1.5 All equipment must comply with the South African National Standards (SANS) and Occupational Health and Safety Act (OHSA).

4.1.6 OVG reserves the right to conduct tests and analyses on the hygiene equipment provided by the Service Provider to ascertain the quality and compliance to South African National Standards (SANS)

4.1.7 The successful service provider/s are expected to provide training to a 3rd party (onsite OVG cleaners officials) to replenish consumables regularly, especially in high volume consumption buildings.

4.1.8 All hygiene equipment should be provided by the Service Provider and must be environmentally friendly.

4.1.9 All toilets roll holders and soap dispensers shall be lockable to prevent theft.

4.1.10 The Service Provider must install all SHE bins, automatic air freshener units, soap dispensers and automated hand dryers with costs included in the monthly payments.

4.1.11 All dispenser batteries must be of high quality and durability and should be inspected regularly and replaced accordingly and be disposed of offsite in an environmentally friendly manner.

4.1.12 Upon termination of the contract the Service Provider must remove all equipment installed by them from the premises without causing any damage to the property.

4.1.13 The cost of repairs for any damages caused by the Service Provider may be deducted from OVG’s payment to the Service Provider

4.1.14 The equipment will be installed in two offices mentioned above.

4.2 **<u>500 ml Auto hand soap/ sanitizer dispensers x 6 (Rental)</u>**

4.2.1 Must be mounted on the drywall partitions in the Toilets with bracket and door frames

4.2.2 Auto hand soap/ sanitizers must be maintained monthly.

4.2.3 Size: 500ml.
4.2.4 Colour: White.
4.2.5 The complete touch free operation/delivery will eliminate and help to reduce the spread of the germs.
4.2.6 Dose size 0.4ml per hand wash allows the dispenser to give you 2750 shots of hand sanitizers per refill.
4.2.7 Must have an inspection window for an easy and convenient method of determining foam soap levels.
4.2.8 Each refill has its own pump, ensuring that the pump does not clog or break.
4.2.9 Controlled usage reduces servicing costs.
4.2.10 Industry leading battery life of 3 years or 120 000 shots of hand sanitizers.
4.2.11 Dimensions : 11.2 (D) x 11.2 (W) x 20 cm(H) ;
4.2.12 The dispenser to be replaced at no cost to OVG in the event of mechanical malfunction.
4.2.13 Waterless application (just spray into hands and rub in)
4.2.14 SABS Approved.
4.2.15 99.99 % germ protection.

4.3 **<u>Auto sensor/touch free bins x 6 (Rental)</u>**

4.3.1 The bin will be placed in the toilet's; Dispensers with a touch-free operation.
4.3.2 Sensor bin must be on a warranty for the duration of the contract and in the event when its damaged they must be repaired by the service provider at his cost.
4.3.3 Dustbin dimensions W 4.8 mm x H 6 mm.
4.3.4 Capacity 40 litres.
4.3.5 Colour white.

4.4 **<u>Auto Cut Paper Towel Dispenser x 6 (Rental)</u>**

4.5 Paper towels dispenser to be replaced at no cost to OVG in the event of mechanical malfunction.
4.6 Auto cut dispenser in which paper is cut at equal lengths, taking 2 ply paper towels.
4.7 Must have viewing window of the dispenser to check paper levels.
4.8 The soft paper towel dispenser must have a paper towel capacity of 500+, plus a reservoir capacity, reducing the risk of running out of paper.
4.9 Tamper-proof, lockable cover to reduce theft of soft paper towel.
4.10 Soft paper towels must automatically advance, with no need to touch the dispenser.
4.11 Auto cut must have an emergency feed button.
4.12 The soft paper towel holder must be easy to fill.

4.13 Colour: White

### 4.5 SHE Bin Intima Auto (WOMEN CUBICLES) x 6 (Rental)

4.5.1 Touch free sensor model allows for hands free operation.
4.5.2 Large, central opening for easy disposal
4.5.3 Bin size and large opening ensures optimum capacity fill.
4.5.4 Standard 15lt capacity
4.5.5 Innovative reversible lid – can easily be placed on either side of the cubicle.
4.5.6 Fully lined and sealed for increased hygiene.
4.5.7 Fully serviced with waste disposed in an environmentally friendly manner.
4.5.8 Flexible service intervals (7, 14 or 28 days)
4.5.9 Top-down disinfection and deodorising of bin and contents with She Bin Liner
4.5.10 Any sanitary waste – must only be transferred to a waste carrier registered with the Environment Agency and must be registered as a waste carrier in the same way as any specialist sanitary bin service collector.
4.5.11 The removed content of the sanitary bins must be disposed of by the company at the company cost twice monthly and when is required.
4.5.12 The sanitary bins must be cleaned and de-contaminated with the appropriate disinfectant each time after every service.
4.5.13 The lid of the bin must be secured tightly after every service.
4.5.14 Check if the bin is not faulty, pedal is working, lid is closing properly and its not broken. Must ensure that faulty bins are replaced immediately.

### 4.6 She Packet Dispenser x 6 (Rental)

4.6.1 Height: 310 m, Depth: 60 mm, Width: 160 mm

### 4.7 Foam Touch Free toilet seat Dispenser-1 x 9 (Rental)

4.7.1 Must be mounted on the drywall partitions in the Toilets with bracket and door frames
4.7.2 Complete assurance against the spread of and contamination from bacteria on the toilet seat and washroom surfaces.
4.7.3 Touch free, sensor unit for increased hygiene.
4.7.4 Industry leading battery life of 3 years or 120 000 shots of hand sanitizers
4.7.5 One shot foaming system.
4.7.6 Cartridge or top-up system.
4.7.7 Lockable unit to prevent pilferage.
4.7.8 The dispenser to be replaced at no cost to OVG in the event of mechanical malfunction.
4.7.9 Size: 600ml.
4.7.10 Colour: White.

### 4.8 Toilet Roll Holder Lockable Mild Steel x 9.

4.8.1 Must be mounted on the drywall partitions in the Toilets with bracket and door frames.
4.8.2 R3 size: 14cm x 12.5cm x 40.5cm (Holds 3 x toilet rolls).
4.8.3 Colour: White.
4.8.4 Tamper-proof, lockable cover to reduce theft of toilet paper.

### 4.9 Automatic Air Freshener Dispenser x 6 (Rental)

4.9.1 Must be mounted on the drywall partitions in the Toilets with bracket and door frames.
4.9.2 Durable White Plastic
4.9.3 Automatic Operation
4.9.4 Requires 2 x AA Batteries
4.9.5 Takes 250ml / 100ml Cans.
4.9.6 Programmable

### 4.10 URINAL & TOILET AUTO CLEANER DISPENSER x 5 (Rental)

4.10.1 Auto Janitor must be replaced free of charge in the event of mechanical malfunctioning or factory fault.

### 4.11 Wet and Dry Vacuum cleaner stainless-steel X 02 (Rental)

| | |
|---|---|
| Tank | : 38 L |
| Power | : 1250 W |
| Seal Pressure | : 17kPa |
| Air Flow | : 42.5 L/sec |
| Power Cord | : 3 m |
| Hose Diameter | : 48mm |
| Hose Length | : 2.1m |
| Weight | : 10.5 kg |

4.11.1 Must be replaced free of charge in the event of mechanical malfunctioning or factory fault.

## 5. SPECIAL CONDITIONS

5.1 It is a MANDATORY condition to this RFQ that any damages caused by the successful service provider during maintenance or replacement of any equipment, the cost of repairs, including damaged walls, will be recouped from the successful service provider.

5.2 The successful service provider/s are expected to provide training to a 3rd party (onsite OVG cleaners officials) to replenish consumables regularly, especially in high volume consumption buildings.

5.3 The successful SERVICE PROVIDER shall at its own cost maintain public liability insurance for accidents, injury, or death during the execution of its contract. Proof of such valid insurance must be submitted with bid before closing time.

5.4 The service provider will always use good quality materials and in accordance with SABS specification.

5.5 Any electrical equipment used must comply with SABS, SANS and CKS specifications/certification requirements or equivalent. (Compliance certificate(s) must be submitted/attached)

5.6 All installations and removals of the equipment will be subject to written consent from OVG. The successful service provider is liable for any damage of the premises when equipment is to be removed. The successful service provider will be responsible for any repairs, which includes but not limited to the replacement of wall tiles, patching/fixing drilled holes etc. to the premises (where applicable).

5.7 Where necessary, all batteries to be provided and replaced by the service provider, at their own cost.

5.8 The contracted service provider will be expected to supply a plan of training and skills transfer to 3rd party staff in the replenishment of consumables, e.g. cleaning staff.

5.9 The appointed service provider will be required to provide a routine maintenance service plan on all the leased hygiene Equipment.

5.10 OVG reserves the right to increase or decrease quantities due to budgetary constraints, The rates remain the same for the duration for the contract.

5.11 Quarterly Maintenance Plan

**The appointed service provider will always be required to provide a quarterly routine maintenance /service on all leased hygiene equipment to ensure optimal working conditions. Maintenance shall be deemed to include but not limited to the following:**

a) Servicing, maintenance, repair, and replacement of all accessories.

b) Replacement of parts due to wear and tear as and when a need arises

c) The maintenance must be carried out at every three months interval (the service provider must provide the OVG with maintenance report every after two weeks following the month end of the quarter).

d) All the material required for the maintenance, the service provider shall arrange the repair and replacement of any of the component/system and carry the cost.

e) All leased dispenser machines must be brand new and covered under warranty (proof to be provided to the OVG) for the duration of the SLA.

## 6. CONTRACT PERIOD

6.1 Although within the discretion of OVG, the minimum period that will be given to the successful SERVICE PROVIDER will be twenty-four (24) months.

6.2 A Service Level Agreement will be signed between OVG and the successful SERVICE PROVIDER.

## 7. INSURANCE

7.1 Without limiting the obligations of the service provider in terms of this Agreement, the service provider shall effect and maintain the following insurances, covering:

7.2 Public liability insurance, in the name of the service provider, covering the service provider and OVG against liability for the death of / or injury to any person, or loss of / or damage to any property, arising out of / or during this agreement.

7.3 The service provider shall insure all its own possessions and equipment kept on the premises, in its own name.

7.4 All insurance must remain in force for the duration of this agreement.

7.5 The service provider hereby guarantees that it shall make the necessary submissions of insurance to the satisfaction of the OVG (copies of which policies shall be provided to the OVG annually, within 7 (seven) days of awarding/acceptance of this contract, as proof that the required insurances exist and that it will comply with all terms, requirements, and conditions in respect of insurance applicable to this agreement.

## 8. COMPLIANCE WITH LEGISLATION

8.1. The successful service provider, tendering on items where equipment is included, shall enter into an agreement with OVG, indemnifying OVG from the provisions of the Health and Occupational Safety Act (85 of 1993).

8.2. The service provider is to ensure compliance with the provisions of the OHS Act & all relevant regulations, by all employees of theirs on site. The service provider shall provide a suitable comprehensive health and safety work plan appropriate for the contract tendered for. All equipment to be always kept in good and safe working condition and to comply with all safety regulations, including all extension cords, etc.

8.3. The service provider shall describe the firm's quality control system and demonstrate briefly that the firm has established adequate quality control policies and procedures that comply with international standards such as ISO 9000.

## 9. PROPOSAL REQUIREMENT

9.1 Cost of supply, delivery, installation, and maintenance of all hygiene services for both offices (Praetor and Center Walk buildings)) must be included in the price.

## 10. AUTHORISED DELEGATE(S)

10.1 The scope of work may not be amended without the written confirmation of the Valuer-General or any official delegated by the Valuer-General.

## 11. SERVICE LEVEL AGREEMENT

11.1 The appointed service provider will have to enter into a service level agreement with the Office of the Valuer-General.

## 12. QUOTES WILL BE EVALUATED IN TERMS OF THE EVALUATION CRITERIA STIPULATED BELOW:

a) Evaluation for mandatory criteria
b) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

## 13. MANDATORY REQUIREMENTS

**Tenders will only be considered for acceptance if (i.e., will only be regarded as responsive) if:**

a) The Bidder must provide a Waste Management certificate (Proof of Registration or License for waste treatment facility) in accordance with the National Environmental Management Waste Act No. 59 of 2008, issued to the Bidder/ Partner by the National Department of Environment, Forestry and Fisheries.

**NB: Where the certificate or license is not in the name of the Bidder, a partnership letter or quotation from the certificate or license holder must be attached.**

b) Existing cover or letter of intent/ quotation for Public Liability insurance policy, for a minimum cover of R 500 000.00

**NB: Existing cover for Public Liability insurance policy from a reputable insurance company indicating the following: Name of the Insurance Company; Name of the Service Provider; Policy Number; Type of Insurance/ Cover; Insurance/ Cover Amount (Min Cover must be R500 000.00)**

c) The pricing schedule forms part of the Terms of Reference and must be fully completed

d) The service provider must provide a Proof of Evidence (POE) in the form of reference letter, at least two (02) current or previous contracts in providing hygiene services. Reference letters must be under the client-company letterhead that confirms that the company is supplying or has previously supplied water coolers-confirmation must not be older than five years.

e) The service provider will have to offer items strictly conforming to our specifications and requirements. Offers not meeting any of the requirements are liable to be rejected.

***Note: Any tenderer not complying with the above-mentioned stipulations will be regarded as non-responsive and will therefore not be considered for further evaluation.***

## 14. ADMINISTRATION REQUIREMENT

a) Tax Requirements:

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- Application for tax compliance status (TCS) or pin may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- Bidders may also submit a printed TCS together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.
- Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

## 15. EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system. Evaluation in this stagewill be done as per the information furnished on the Pricing Schedule (SBD 3.3)

a) The 80/20 preference points system as prescribed in the Preferential Procurement Regulations, November 2022 pertaining to the Preferential Procurement Policy Framework Act, (ACT No 5 of 2000) (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded according to the Specific Goal points claimable in respect of Preferential Status.

The following formula will be used to calculate the points out of 80 for price in respect ofan invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$Ps = 80\ (1 - Pt - Pmin)$$

$$Pmin$$

Where-

Ps = Points scored for price of tender under consideration.Pt = Price of tender under consideration; and
P min = Price of lowest acceptable tender.

b) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

c) The points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.

d) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

| **The specific goals allocated points in terms of this tender** | **Number of pointsallocated. (80/20 system)** |
|---|---|
| **Historically Disadvantaged individuals (HDIs)** | |
| Who had no franchise in the elections before 1983 and 1993 Constitution | 10 |
| Who is a Female | 5 |
| People with Disabilities (PwDs) | 5 |

e) Tenderers Preference points for HDI will be calculated on their percentage ownership or shareholding in business, if they are actively involved in and exercise control over theenterprise.

f) Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

g) A person awarded a contract because of preference for contracting with or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or morepreference for equity ownership.

h) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDIs. The equity ownership must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

i) If the percentage of ownership changes after the closing date of the tender, the tenderer must notify OVG and such tenderer will not be eligible for any preference points.

j) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

k) all claims made for equity ownership by an HDI will be considered according to the following criteria:

   (i) Equity within private companies must be based on thepercentage of equity ownership.
   (ii) Preference points may not be awarded to public companiesand tertiary institutions.
   (iii) The following formula will be applied to calculate the number of points for equityownership by an HDI:

$$NEP = NOP * \frac{EP}{100}$$

Where?

NEP = Points awarded for equity ownership by an HDI

NOP= The maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership by an HDI within the enterprise or business,

l) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.

m) Documentation to substantiate the validity of the credentials of the trustees must be submitted.

n) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

o) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.

p) Bidders are required to submit proof of HDI. Proof includes valid Central Supplier Database (CSD) together with their tenders to substantiate their specific Goals claims for HDIs who had no franchise in the elections before 1983 and 1993 Constitution and Female.

q) Tenderers who do not submit proof of HDI claims as indicated above do not qualify for preference points for specific Goals but will not be disqualified from the tendering process.

## 16. CRITERIA FOR BREAKING DEADLOCK IN SCORING

a) If two or more tenderers score an equal total number of points, the contract mustbe awarded to the tenderer that scored the highest points for specific goals.

b) If two or more tenderers score equal total points in all respects, the award must bedecided by the drawing of lots.

## 17. SUB-CONTRACTING

17.1 The successful bidder is expected to inform the OVG of the sub-contracting arrangements and access to the sub-contracted entities for purposes of quality, compliance check, security, and tax issues.

## 18. SECURITY AND CONFIDENTIALITY OF INFORMATION

18.1 The successful Bidders must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, both during the contract period and subsequently. Information may only be disclosed to outside sources with the prior, written approval from the OVG.

## 19. TERMS AND CONDITIONS OF THE BID

19.1 Awarding of the request for bid will be subject to the Service Provider’s acceptance of OVG’s Supply Chain Policy and National Treasury General Conditions of Contract. No additional terms and conditions from the Service Provider will be accepted.

19.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualification.

19.3 Any shortcoming in this term of reference must be identified by the service provider prior to the awarding of the contract. Any shortcoming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.

19.4 Should the service provider not comply with any of the conditions contained in this term of reference during the contract period OVG may cancel the contract within one month’s notice.

19.5 Provide the OVG with the maintenance report for each leased machine.

19.6 The pricing must be fixed for the duration of the contract.

19.7 All equipment to be supplied must be durable and SABS approved.

19.8 The company and its employees may be subjected to positive security vetting and screening.

19.9 By submitting your bid, you consent to your personal information being shared with third parties. Should the request from third parties arise, you will be duly notified.

19.10 **The Office of the Valuer-General shall:**

- Conduct business in a courteous and professional manner with the Service Provider.
- Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- Not accept responsibility/liability for any damage suffered by the Service Provider or the personnel for the duration of the project.
- The OVG will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These terms and Conditions will also form part of the service level agreement.

## 12. REQUEST FOR FURTHER INFORMATION

All enquiries regarding the bid may be directed to the following:

| Office | Contact person | Contact details |
|---|---|---|
| Office of the Valuer-General | Mr. Gobusamang Ishmael Sekwale | Gobusamang.Sekwale@ovg.org.za<br>+27 060 535 5761 |
| Office of the Valuer-General | Ms. Kehilwe Seatlholo | Kehilwe.Seatlholo@ovg.org.za<br>+27 71 604 0399 |

**Annexure A**

# GOVERNMENT PROCUREMENT

# GENERAL CONDITIONS OF CONTRACT
# July 2010

## NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

# TABLE OF CLAUSES

## 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**

7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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.

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| **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 (NIP) Programme**

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

**34. Prohibition of Restrictive practices**

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