



# RTIA

Road Traffic Infringement Agency

Justice in Adjudication

<b>BID NUMBER:</b>	<b>RFP02/2024/2025</b>
<b>DESCRIPTION:</b>	<b>THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE ROAD TRAFFIC INFRINGEMENT AGENCY FOR 36 MONTHS.</b>
<b>VALIDITY PERIOD:</b>	<b>120 Days from the closing date.</b>
<b>CLOSING DATE:</b>	<b>26 June 2024 at 11:00am</b>
<b>PROPOSALS MUST BE HAND DELIVERED/ COURIERED TO:</b>	<b>Road Traffic Infringement Agency Head Office (at the reception) Waterfall Edge B, Howick Close Waterfall Office Park Bekker Road Midrand 1685</b>
<b>ATTENTION:</b>	<b>Supply Chain Management Office: Ms. Kelebogile Thipe</b>
<b>Enquiries</b>	<b><u><a href="mailto:bids@rtia.co.za">bids@rtia.co.za</a></u> and <u><a href="mailto:Kelebogile.Thipe@rtia.co.za">Kelebogile.Thipe@rtia.co.za</a></u></b>
<b>Proposals must be deposited inside the RTIA bid box situated at the building mentioned above on or before closing date and time.</b>	
<b>Compulsory Clarification Session:</b>	
Join Zoom Meeting <u><a href="https://us06web.zoom.us/j/85275232058?pwd=cjcY6z1YE9fcBWUtmTwEaoYUnp2B.1">https://us06web.zoom.us/j/85275232058?pwd=cjcY6z1YE9fcBWUtmTwEaoYUnp2B.1</a></u>	
Meeting ID: 852 7523 2058 Passcode: 450017	
<b>Date: 13 June 2024</b>	
<b>Time: 11: 00am</b>	



**YOU ARE HEREBY INVITED TO THE BID FOR ROAD TRAFFIC INFRINGEMENT AGENCY**

**BID NO:** RFP02/2024/2025

**CLOSING TIME:** 11:00

**CLOSING DATE:** 26 June 2024

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION**

1. Kindly furnish us with the bid for services reflected on the attached forms
2. Attached please find:
  - 2.1 Authority to sign Standard Bidding Documents (SBD's) on behalf of an Entity. Pg. 3-4
  - 2.2 Invitation to bid (SBD1) .....Pg. 5-6
  - 2.3 Pricing Schedule Services) (SBD .3.3) .....Pg.7
  - 2.4 Declaration of interest (SBD 4) .....Pg. 8-12
  - 2.5 Preference points claim form (SBD 6.1) ..... Pg. 12-16
  - 2.6 Terms of References .....Pg.17-35
  - 2.7 General Conditions of the Contract.....Pg.36-50
  - 2.8 Space plan .....Pg 51-53
  - 2.9 Facility Requirements.....Pg 54
3. If you are a sole agent or sole supplier, you should indicate your market price after discount to your clients or if that is not possible your percentage net profit before tax in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Each Bid document must be submitted in a separate sealed envelope stipulating the following information: Name and address of the bidder, bid number and closing date of the bid.
5. Bid proposals must be deposited into the tender box situated Road Traffic Infringement Agency, Head Office (at the reception), Waterfall Edge B, Howick Close, Waterfall Office Park, Bekker Road, Midrand 1685, by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender or bid box on the closing date and time will not be considered.

Yours faithfully

**SIGNED**

**MS KELEBOGILE THIPE**

**SPECIALIST SCM**

**DATE:04 June 2024**

**AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD's) ON BEHALF OF AN ENTITY**

**Only authorized signatories may sign the original and all copies of the tender offer where required.**

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

~~In Case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorizing director or other official of the company to sign the documents on behalf of the company.~~

In a case of a **CLOSE CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In a case of a **PARTNERSHIP** submitting a tender, all the partners shall sign documents unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which a proof of such authorization shall be included in the Tender.

In a case of a **JOINT VENTURE** submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

**Accept that failure to submit proof of Authorization to sign the tender shall result in a tender offer being regarded as non-responsive**

## EXAMPLE OF THE RESOLUTION OF AUTHORITY TO SIGN BIDDING DOCUMENTS

Signatories for Companies, Close Corporation, and Partnerships must establish their authority by ATTACHING TO THIS FORM, ON THEIR ORGANIZATION'S LETTER HEAD, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

**MAGEZA ZINTO (Pty) Ltd**

**By resolution of the Board of Directors taken on 04 June 2024**

**Mrs K Kodue**

**Has been duly authorized to sign all documents in connection  
with:**

**THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER  
CLEANING AND HYGIENE SERVICES FOR THE ROAD TRAFFIC  
INFRINGEMENT AGENCY With Bid Number RFP02/2024/2025**

**On Behalf of MAGEZA ZINTO (Pty) Ltd**

**Signed on behalf of the Company; (Signature of Managing  
Director)**

NAME AND SURNAME	SIGNATURE

SBD 1

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROAD TRAFFIC INFRINGEMENT AGENCY</b>					
BID NUMBER:	RFP02/2024/2025	CLOSING DATE:	26 June 2024	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE ROAD TRAFFIC INFRINGEMENT AGENCY FOR 36 MONTHS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:</b>					
Road Traffic Infringement Agency Head Office (at the reception) Waterfall Edge B, Howick Close Waterfall Office Park Bekker Road Midrand					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
		<input type="checkbox"/> No			
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		<input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		<input type="checkbox"/> A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL	

		INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	Road Traffic Infringement Agency	CONTACT PERSON	Mr Mankga Mamabolo
CONTACT PERSON	Ms Kelebogile Thipe	TELEPHONE NUMBER	087 285 8914
TELEPHONE NUMBER	087 287 7995	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	NA	E-MAIL ADDRESS	<a href="mailto:Bids@rtia.co.za">Bids@rtia.co.za</a>
E-MAIL ADDRESS	Kelebogile.Thipe@rtia.co.za		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO.: .....

CLOSING TIME 11:00

CLOSING DATE: 26 June 2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. Are the rates quoted firm for the full period of contract?

\*YES/NO

Please indicate your total bid price here: R..... (Compulsory)

(a) Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.

(b) NOTE: All prices must be VAT inclusive and must be quoted in South African Rand.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

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



- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other

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

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

### COMPETITIVE BID PROCESS (ABOVE R 1 MILLION UP TO R 50M)

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

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

#### 1. GENERAL CONDITIONS

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

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

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
  - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
  - Who has a disability – **attach doctor's letter confirming the disability**
  - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
  - Specific goal: **Locality** –
    - (a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s or
    - (b) a valid lease agreement from the lessor or
    - (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.
- 1.8 Local content – specific goal: the SBD 6.2 must be fully completed and signed

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution.	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Locality	3		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify

that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:**  
.....



**RTIA**

Road Traffic Infringement Agency  
Justice in Adjudication

Request for Proposals

**TERMS OF REFERENCES FOR THE APPONTMENT OF A SERVICE PROVIDER TO RENDER  
CLEANING AND HYGIENE SERVICES FOR THE ROAD TRAFFIC INFRINGEMENT AGENCY  
FOR THE PERIOD OF 36 MONTHS.**



## 1. Purpose and Background

RTIA is currently situated at Midrand, Waterfall office park. It issued a tender relating to office space in March 2024 (RFP08-2023/24). The award for the same bid was published in April 2024. RTIA will be relocating to **New Road Office Park, 10 Matuka Close, Midrand, 1685 effective 1 August 2024.** The purpose of this document is to provide a scope of work for prospective service providers to provide effective and efficient cleaning and hygiene services to the Agency.

## 2. Objectives

- 2.1 Provide cleaning and hygiene services to at the Road Traffic Infringement Agency for the period of 36 months.

## 3. Scope of work

- 3.1 The service provider is expected to provide cleaning and hygiene services to the RTIA. The building has 4 floors with maximum 4300 square meters to be occupied. **See** attached draft space planning drawings for referral for number of offices. We have furthermore attached annexure A, that stipulates the breakdown of other facilities.

## 4. Responsibilities of the parties

### 4.1 Responsibilities of the service provider

The service provider shall:

- 4.1.1 Provide the cleaning services as detailed in the scope of service;
- 4.1.2 Ensure that the cleaning staff, materials, and equipment as described on this Terms of Reference, are of a safe, good and acceptable quality for rendering the service.
- 4.1.3 Ensure that the cleaning services must be made available from Monday to Fridays, from 07:00 to 15:00, excluding public holidays. However, certain services maybe required outside of these hours. The arrangement for these services must be made on an ad hoc basis and the RTIA representatives must ensure access to the building.
- 4.1.4 Be required to comply with the RTIA'S security and emergency procedures & regulations, as well as Occupational Health & Safety (OHS) Act as Amended.
- 4.1.5 Ensure that due care is taken regarding safety of the employees and visitors whilst performing their tasks.
- 4.1.6 Maintain and keep the cleaning equipment in good order and to ensure that it complies with the relevant safety standards.
- 4.1.7 Ensure that staff deployed portray a conduct that is conducive for an office working environment such as eating at a designated area, not making loud noise along public areas and comply with reasonable conditions of employment.
- 4.1.8 Comply with the requirements of the provided checklist to be used for the monitoring of the service rendered.

- 4.1.9 The work must be executed to maintain the RTIA's premises, in a clean and tidy condition at all times
- 4.1.10 The cleaning of electrical plugs is excluded in this Terms of Reference.

## **4.2 RESPONSIBILITIES OF THE RTIA**

RTIA shall:

- 4.2.1 Assign a representative from Facilities Management who must be responsible for the management and monitoring of the cleaning service contract.
- 4.2.2 Provide adequate and safe storage facilities for the successful service provider's equipment and materials brought to the site, and the RTIA **will** not be liable for any damage, theft and or loss of the service providers' product and equipment.
- 4.2.3 Provide the necessary water and electricity facilities.
- 4.2.4 Be responsible for coordinating ad hoc services as and when required.
- 4.2.5 Provide the service provider with a conducive, designated area for meetings, change rooms, and lockers.

## **5. SERVICES AREAS**

### **5.1 AREAS**

The cleaning services is required in the following areas; entrances and reception area, staircases, offices, corridors, toilets and kitchens.

#### **5.1.1 All Entrances**

The glass doors in and around the entrances must be washed. The carpets must be vacuumed. Uncarpeted floors must be swept and mopped / washed and polished.

#### **5.1.2 Carpeted Floors**

Carpeted floors must be vacuum cleaned and must be washed with water and biodegradable detergents and steam cleaned.

#### **5.1.3 Uncarpeted Floors**

The floors must be swept. A safe and bio gradable detergent must be used to remove grime. The floor must be stripped with non-ammoniac floor detergent. Non-slip polish to be used. The successful service provider must display safety-warning signs while mopping floors.

#### **5.1.4 Waste Basket and Dust Bins**

All bins must be emptied and placed back in its original position. All bins must be washed. Rubbish must be collected in sealed plastic bag supplied by the service provider and placed at a central removal point.

#### **5.1.5 Furniture and Equipment**

All cabinets, air-conditioning units, filing cabinets, cupboards, bookstands, coffee tables, mirrors, chairs, desks and notice boards must be dusted. All wooden items must be polished with an approved SABS polish.

#### **5.1.6 Telephones**

All telephones must be dusted and wiped off with a moist cloth.

### **5.1.7 Statues, Models, Painting and Wall Tapestries**

The above may only be cleaned after the official occupying the office space in question has granted authorization. The successful service provider must be responsible for any damages caused.

### **5.1.8 Doors**

All doorknobs and handles must be wiped with a moist cloth. Both sides of the door must be washed. All copper or chrome doorknobs and handles must be polished.

### **5.1.9 Ablution Facilities,**

The floors and basin must be cleaned with a disinfectant antiseptic germ killing detergent – in the morning and immediately after lunch. Remove the paper hand towel used from the bin. Germ-killing detergents must also be used for cleaning of all parts of the sanitary ware (toilets and basins) in the morning and immediately after lunch.

### **5.1.10 Libraries/Registry**

All cabinets and cupboards, air-conditioning units and shelves must be dusted.

### **5.1.11 Stairs**

Stairs, stair rail and rails must be swept and washed.

### **5.1.12 Lifts**

The lifts must be cleaned. Mirrors and all metal must be cleaned.

### **5.1.13 Windows**

The windows inside as well as copper or chrome latches must be washed.

### **5.1.14 Entrance areas in front of Lifts and Foyer**

The dustbins must be cleaned before office hours. The entrance areas must be washed and polished. The walls and carpets must be washed.

## **5.2. Frequency of the professional cleaning per area required is:**

### **5.2.1 Floor Maintenance**

Task	Frequency
(a) Resilient Floor	
Sweep or damp mop	Daily
Machine burnish	Once a week or more frequently if required
Floor stripping	Monthly
Polish	Daily
(b) Stones Floors Ceramic/Porcelain Tiles, etc.	
Sweep	Daily
Damp mop	Daily
Machine Scrub	Daily
(c ) Rugs and carpeting vacuum clean	

Heavy traffic areas	Daily
Medium traffic areas	Alternate days
Light traffic areas	Once every two weeks
Steam clean (follow manufacture guidelines)	Twice a year

#### 5.2.2 Dusting

Task	Frequency
Dust all horizontal surfaces	Daily
Dust all high ledges and fittings	Weekly
Dust all vertical surfaces (walls, cabinets, tables etc.)	Daily
Dust all window ledges	Daily

#### 5.2.3 Waste Disposal

Task	Frequency
Empty and clean all receptacles	Twice daily or more frequently if required
Remove all waste to specified areas	Daily
Wash the waste baskets and dust bins	Weekly or immediately if necessary

#### 5.2.4 Wall and Paint Work

Task	Frequency
Spot clean all low surfaces (i.e. glass, walls, doors and light switches)	Daily

#### 5.2.5 Glass and metal work

Task	Frequency
Interior window cleaning	Monthly
Clean window copper/chrome latches	Daily
Spot clean glass doors	Daily
Clean and polish all bright metal fittings	Weekly
Clean all partition glass and doors	Weekly

**5.2.6 All toilets and restrooms or ablutions (must be cleaned before 08:00 every morning)**

Task	Frequency
Maintain floor according to type	Twice Daily
Damp mop floor with disinfectant	Twice daily
Empty and clean all waste receptacles	Twice daily
Clean and sanitize all bowls, basins and urinals, showers and baths, taps (where applicable)	Twice daily
Clean all mirrors	Daily
Clean all metal fittings	Daily
Spot clean walls, doors and partition and lockers (where applicable)	Daily
Replenish consumables (i.e. toilet paper, hand soap, toilet sprays and paper hand towels)	twice a day or more frequently when necessary
Wash bathroom walls	Twice a year

**5.2.7 Staircases**

Task	Frequency
Dust handrails and fittings	Daily
Maintain landings, treads and risers according to finish	Daily
Wash stairways walls	Once a month

**5.2.8 Vertical blinds**

Task	Frequency
Dust (depending on the material)	Weekly
Steam Clean (depending on the material)	Once a year

**5.2.9 Hygiene Services**

Task	Frequency
Sanitisation of stairs and handrails	Daily

Sanitize lifts	Daily
Sanitize offices	Daily
Sanitize all door handles in offices (inside and outside)	Daily
Sanitize all door handles in toilets (inside and outside)	Twice daily
Sanitize all taps in the toilets	Twice daily
Sanitize reception	Three times daily
Sanitize boardrooms	Three times daily if there are meetings
Carpet cleaning bi-monthly using strong detergents	Bi-monthly
Disinfect the entire building	Quarterly

#### 5.2.10 Miscellaneous

Task	Frequency
Polish desks and office furniture	Once a week (unless required otherwise)
Vacuum cloth-covered furniture	Weekly, or more when necessary
Steam clean cloth-covered furniture	Twice a year

#### 5.2.11 Toilet Papers

Task	Frequency
Supply and delivery of toilet papers	30 per day

#### 5.2.12 Urinals and toilets Sanitizer

Task	Frequency
Supply and delivery of urinal sanitizer	Monthly

### 5.2.13 Toilet Roll Holders

Items & Requirement Objective
<b><u>Toilet Roll Holders</u></b>
For holding a maximum of three toilet rolls
Toilet roll holders must be locked
Minimum supply of two rolls of toilet paper per toilet cubicle per day. Specification double ply (thicker and stronger), 500 sheets per roll.
Cleaners to ensure that they open toilet rolls before refilling them in the dispensers

### 5.2.14 Foam Soap Dispensers

Items & Requirements Objective
<b><u>Foam Dispensers</u></b>
SABS approved foam soap
Antibacterial foam soap

### 5.2.15 Air fresheners

Items & Requirement Objective
<b><u>Air Fresheners (Supply 1 Air Freshener unit per restroom)</u></b>
Provide the most powerful natural air freshening system available
Indicate particulars
Electro fresh / Time fresh
Neutralise bacteria
Hygienic odour free environment
Time released aerosol system
Precision Sprays

### 5.2.16 Deep clean services

Items & Requirement Objective
<b><u>Deep clean services (once quarterly)</u></b>
Decaling and cleaning of inaccessible areas where build-up of grime, uric acids, water scale etc. takes place
Researched chemicals to be applied to ensure optimum results
Maintain high standards of hygiene in toilets and washing areas to reduce the risk of cross infections, etc.

**NB: Each cleaner must be provided with plastic spray bottle, surface sanitizer, trolley and protective clothing.**

**5.3 RTIA currently has a contract in place for removal of SHE bins waste and supply and delivery of hygiene consumables expiring March 2025. Bidders will be expected to provide these services from April 2025-**

**The services include:**

Removal of she bins

Supply and delivery of air fresheners

Supply and delivery of paper towel

Supply and delivery of hand wash soap

Supply and delivery of toilet/surface sanitizer

Supply and delivery of SHE plastics

## **6.1 EQUIPMENT**

6.1.1 The service provider must use vacuum cleaners which are water filtered and less noisy (minimum of 10 vacuum cleaners).

6.1.2 The service provider must use industrial steam and dry carpet machine for deep cleansing of carpets (4 industrial machines).

6.1.3 The service provider must provide each team of cleaners with trolleys to enable them to carry their cleaning materials on a daily basis.

6.1.4 The service provider should ensure that, all the equipment which require to be fitted on the tiled walls can be removed easily without damaging the tiles & / walls.

6.1.5 The service provider should include colour-copied photos of the all equipment that must be used within the building, this equipment is subject to the RTIA's physical verification once they are appointed.

6.1.6 All the equipment to be used must be in good working condition and functional at all times.

6.1.7 All Acts and Regulations relating to cleaning and hygiene services must be adhered to by the Service Provider. All equipment and material must comply with South African National Standards (SANS) and Occupational Health and Safety Act and regulations and must be of high quality.

6.1.8 RTIA reserves the right to conduct tests and analysis on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.

6.1.9 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. RTIA has the right to reject such.

## **6.2 SERVICE STANDARD**



- 6.2.1 The cleaning company must be responsible for monitoring the service provided by its suppliers to RTIA and where necessary make recommendations to the RTIA to ensure the highest standard of service is provided (for service improvement in the next contract).
- 6.2.2 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately inducted prior to the commencement of the contract. All employees will be expected to have been trained within 6 months after commencement of the contract.

## **7. DELIVERABLES**

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- 7.1 The service provider should have a good track record and proven experience of at least 5 years in the supply and rendering of cleaning and hygiene services as specified. For a proven and traceable track record, the service provider must indicate the expertise of his/her team as well as entities/ organizations and contact persons in which similar services were/ are successfully undertaken

## **8. COMMITMENT PERIOD**

- 8.1.1 The contract shall be for a period of Thirty-Six (36) months estimated to commence on 1 August 2024.

## **9. MANDATORY REQUIREMENTS**

**Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.**

- 9.1.1 Bidders are required to be registered on the Central Supplier Database and RTIA shall verify the bidder's tax compliance status through the Central Supplier Database. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database. It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant. Compliance should remain valid for the duration of the contract
- 9.2 Bidders are required to attend compulsory briefing sessions.
- 9.3 Valid Letter for tender purposes or letter of good standing for Compensation for Occupational Injuries Disease Act. 1993 [COIDA] obtainable from the Department of Labour).
- 9.4 The Service Provider must submit the existing cover for Public Liability insurance policy from a reputable insurance company or submit documentary proof/ letter of intent/Quotation from

registered insurers. The cover should be of the minimum value of ten million rand (R10 m). for the duration of the contract.

9.5 Bidders must indicate Cleaners' wages in the pricing schedule (SBD 3.3). The wages of the cleaners should not be less than the minimum wage rates as prescribed by the Department of Labour Sectoral determination. Only the wage increment adjustments will be accepted based on a sectoral wage determination formula

9.6 The service provider must be a valid member of the National Cleaning Contractors Association (NCCA), will continue to maintain its membership for the duration of this contract

## 10. EVALUATION CRITERIA

- 10.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 10.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- 10.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.
- 10.4 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.
- 10.5 The applicable values that will be utilized when scoring each criteria ranges from: **1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent**

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
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<p><b>1. ABILITY AND CAPABILITY</b></p>	<p><b>Company experience:</b> 0 to 10 years' experience of the company in cleaning and hygiene industry.</p> <p>NB: The content of the reference letters/testimonials must indicate the type of services rendered and period of the project as well as the magnitude of the project. Contracts, Service Level Agreements, Appointment Letters and Purchase Orders will not be considered as proof of experience.</p> <ul style="list-style-type: none"> <li>• 0-3 years = 1</li> <li>• over 3-5 years = 2</li> <li>• over 6-8years = 3</li> <li>• over 8-10 years = 4</li> <li>• Above 10 years = 5</li> </ul>	<p>30</p>
	<p>Supervisors/ Project Leader to be utilized in the execution of the contract please attach personnel CVs entailing skills ,training and experience in cleaning and hygiene( Minimum of 3 supervisors with minimum of Matric, above 3 years' experience as a supervisor)</p> <ul style="list-style-type: none"> <li>• 5 years and above combined experience of project team = 5</li> <li>• 4 - 5 years combined experience of project team = 4</li> <li>• 3- 4 years combined experience of project team = 3</li> <li>• 2-3 years combined experience of project team = 2</li> <li>• year combined experience of project team = 1points</li> </ul>	<p>10</p>
	<p>Provide appropriate pictures of protective clothing and cleaning equipment that will be allocated to each cleaner</p> <ul style="list-style-type: none"> <li>• 5 Over and above requirements of 4 below</li> <li>• 4=Appropriate Protective clothing in line with OHS requirements linked per floor</li> <li>• 3=Protective clothing and equipment provided</li> <li>• 2= Either protective clothing or equipment provided</li> <li>• 1=Irrelevant information attached</li> </ul>	<p>10</p>

	<p>Training and skills development plan (Please attach a detailed plan/ programme that the personnel will receive prior commencement of work and for the duration of the contract.</p> <p>5=Over and above requirement of 4 below</p> <p>4=Comprehensive plan with clear timelines and evidence</p> <p>3=A comprehensive plan addressing training for all employees</p> <p>2A plan that does not cater for all employees</p> <p>1=Irrelevant plan</p>	10
<b>2. METHODOLOGY</b>	<ul style="list-style-type: none"> <li>• Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis.</li> <li>• proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed.</li> <li>• Flexibility in customer service in terms of turnaround times with regard to solving problems, which may arise during the execution of the contract i.e. contingency plan.</li> <li>• Indicate the plan of how reporting will be executed.</li> </ul>	40
<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b>		<b>100</b>

**10.6** Bidders that fail to achieve a minimum of **80** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

**10.7 Second Stage – Evaluation in terms of 80/20 Preference Points System**

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

**10.8** The following table will be used to calculate the points out of 20 for the preference points for this project.

Description	Points
Who had no franchise in national elections before the 1983 and 1993 Constitution	8
Women	5
People with Disabilities	2
Youth	2

Locality	3
Total Points	20

**NB:** Source documents for claiming of points: Prove of company registration, ID copies of women in the company and their positions, Medical report as well as prove of residence.

**10.9.** Failure on the part of the bidder to comply with the above will be deemed that preference points for are not claimed and will therefore be allocated a zero (0).

**10.10** The points scored will be rounded off to the nearest 2 decimals.

**10.11** In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points

**10.12** However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for HDI'S the contract will be awarded to the bidder scoring the highest for functionality.

**10.13** Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

**10.14** A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

## **11. COMPULSORY INFORMATION SESSION**

**11.1.** A compulsory Briefing session will be held online visual as detailed in the Advert. The compulsory Briefing session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any Briefing Notes which may be issued by the RTIA to the Service Providers should be considered as part of this project.

**11.2.** Firms may ask for clarification on this ToR or any of its Annexures up to close of business forty-eight (48) hours before the deadline for the submission of bids. Any request for clarification must be submitted by email to the Bid Office. Copies of questions and answers will be emailed to all firms that register at the briefing session.

## **12. SUB-CONTRACTING, PARTNERSHIP/CONSORTIUM/JOINT VENTURE AND COMPANY REQUIREMENTS**

**12.1.1** The successful bidder must obtain prior RTIA approval to sub-contract, and/or amend the sub-contracting arrangements.

- 12.1.2 A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorised person.
- 12.1.3 A proposal submitted by a partnership must be accompanied by a written partnership agreement.
- 12.1.4 A proposal submitted by a consortium or joint venture of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:
  - 12.1.4.1 the conditions under which the consortium will function;
  - 12.1.4.2 its period of duration;
  - 12.1.4.3 the persons authorised to represent it;
  - 12.1.4.4 the participation of the several parties forming the consortium;
  - 12.1.4.5 the benefits that will accrue to each party; and
  - 12.1.4.5 any other information necessary to permit a full appraisal of its functioning.

### **13 SECURITY AND CONFIDENTIALITY OF INFORMATION**

No material or information derived from the provision of the services under the Contract may be used for any purposes other than those of RTIA, except where authorised in writing to do so. All information will be held strictly confidential. The successful Service Provider may be required to sign a Confidentiality Agreement with RTIA.

### **14 TERMS AND CONDITIONS**

- 14.1 The RTIA reserves the right to amend, modify or withdraw this Terms of Reference (ToR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any Service Provider.
- 14.2 Neither the RTIA, nor any of its respective, officers, or employees may make any representation or warranty, expressed or implied in this ToR document, and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future. The costs of preparing proposals and of negotiating the Contract will not be reimbursed.
- 14.3 The RTIA also reserves the right to call interviews with short-listed Service Providers before final selection, and to negotiate price with the Preferred Service Providers.
- 14.4 Firms may not contact RTIA on any matter pertaining to their bid from the time when bids are submitted to the time the Contract is awarded. Any effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.
- 14.5 Bid submission requirements must be completed in sections and appendices provided in the bid document.
- 14.6 ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY. More information in this regard is available on [www.ocpo.treasury.gov.za](http://www.ocpo.treasury.gov.za). Proof of registration must be submitted together with the technical proposal.
- 14.7 Bidders may provide any additional information deemed important for the RTIA to consider.
- 14.8 Prospective Bidders must at all times comply with the RTIA's Supply Chain rules and processes with regard to all projects and payments.

## **15. PAYMENT**

**15.1. Invoice.** The Contractor's Project Manager shall at the end of each deliverable submit a consolidated invoice, certified as correct by the Contractor's Project Manager, showing the actual work performed, hours worked, and manpower inputs for the task and associated costs accompanied by all supporting documents.

**15.2. Detailed Pricing.** Service Providers must complete the required SBD3.3 Pricing documents and ensure that Prices are:

15.2.1. Firm and inclusive of all costs, including disbursements;

15.2.2. Inclusive of VAT, if applicable;

15.2.3. Correctly calculated and identical to the financial proposal;

15.2.4. Pricing should be detailed, with proper cost breakdown.

### **15.3 Fees**

Domestic hotel accommodation may not exceed R 1440, inclusive of VAT per night per person. (incl. dinner, breakfast, and parking), air travel must be restricted to economy class, and travel claims per kilometer may not exceed the rates approved by the Automobile Association of South Africa.

### **15.4 Rates**

According to the 23 October 2013 Cabinet Resolution as defined in the National Treasury Instruction 01 of 2013/14: Cost Containment Measures sub-paragraph 4.2; the Consultants (or Service Provider) will only be remunerated on the following rates regime:

15.4.1. The 'Guidelines for fees' issued by South African Institute of Chartered Accountants (SAICA);

15.4.2. The "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or

15.4.3. Based on the body regulating the profession of the Consultant.

### **15.5 Payment information**

15.5.1 An invoice only becomes due and payable:

- a. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment;
- b. When the invoice is correct with regards to calculations, information contained, banking details and supporting documents.
- c.

15.5.2 It is important to ensure that invoices are correctly submitted and reference the project name, and Order Number

15.5.3 Non-compliance will delay the payment process.

## 16. CONTACT DETAILS

<b>Administrative Contact</b>	<b>Technical Contact</b>
<b>Supply Chain Management</b>	<b>Project Manager</b>
Name: Kelebogile Thipe	Name: Mankga Mamabolo
Tel: 087 287 7995	Tel: 087 285 8914
E-mail:kelebogile.thipe@rtia.co.za	E-mail:mankga.mamabolo@rtia .co.za



# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

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

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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



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

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

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#### **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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| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17. Prices</b>                               | <p>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.</p>  |
| <b>18. Contract amendments</b>                  | <p>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.</p>   |
| <b>19. Assignment</b>                           | <p>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.</p>   |
| <b>20. Subcontracts</b>                         | <p>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.</p>   |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p>

- 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.
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Js General Conditions of Contract (revised July 2010)













Facility Requirements							
Ground Floor		First Floor	2nd Floor	3rd Floor			
Bathrooms (include both men and woman)		Bathrooms (include both men and woman) consist of 2 x men, 2 x disable and 2 x woman	Bathrooms (include both men and woman) consist of 2 x men, 2 x disable and 2 x woman	Bathrooms (include both men and woman) consist of 2 x men, 2 x disable and 2 x woman			
	Quantity	Quantity	Quantity	Quantity	Total		
Hand Soap + Soap Dispensers	2	10	10	10	5	27	
Toilet roll holders	2	10	10	10	5	27	
Sanitisers + dispensers	2	6	6	6	3	17	
Toilet Brush and holder	2	10	10	10	5	27	
Big dustbins		4	4	4	2	10	
Small dustbins	2	10	10	10	5	27	
Urinal Flushers		4	4	4	2	10	
		Kitchen (consist of 2 kitchens with 2 open plan)	Kitchen (consist of 2 kitchens with 2 open plan)	Kitchen (consist of 1 kitchens with 1 open plan)			
Big Dustbins		4	4	4	2	10	20
Hand Towel + Dispensers		4	4	4	2	10	
Hand Soap + Soap Dispensers		4	4	4	2	10	
Sanitisers + dispensers		4	4	4	2	10	
Elevator - sanitisers + dispensers	2	2	2	2	2	6	33

