



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

**MINIMUM REQUIREMENTS CONTRACT HYGIENE
AND CLEANING SPECIFICATION**

**MOPANI
CLUSTER**

LIM09-2022/2023

**TZANEEN LABOUR CENTRE AND
HOEDSPRUIT SATELLITE OFFICE**

DURATION: 36 MONTHS

SPECIFICATION FOR RENDERING CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, MOPANI CLUSTER

1. SPECIFICATIONS

1.1 SPECIFICATION FOR RENDERING OF CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, TZANEEN LABOUR CENTRE.

PHYSICAL ADDRESS		6 KEW STREET TZANEEN 0850	
Number of employees:	45	Visitors (average per day):	300
Size of area to be cleaned:	842m ²		

SCOPE OF CLEANING AND HYGIENE

Number of floors	1	Number of bathrooms	
		• Male - staff	2
Number of offices	18	• Male - public	1
Cubicles	8	• Cubicles	
Meetings/conference rooms	2	• Urinals	2
Number of foyers	1	• Female - staff	2
Number of reception	1	• Female - public	0
Store room	1	• Cubicles	
Number of strong room	1	• Unisex)	0
Kitchen	1	• People with disability	1
Number of server rooms	1	Parking bays	10
Number of kiosks	0	Guardhouse	1
		No of passages	4

NUMBER OF EMPLOYEES CLEANERS
1. Three (3) employee will be required to ensure that cleaning and hygiene services are provided at the premises.
2. Employees to be employed by the service provider will be subjected to a security screening process which will be done through the Department.
3. All cleaners to attend a compulsory OHS induction.
4. Employees on leave should be replaced with temporary employees for the duration of the leave.

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1.2 MONTHLY QUANTITIES OF CLEANING MATERIALS TO BE PROVIDED FOR TZANEEN LABOUR CENTRE

CLEANING MATERIALS

Double ply toilet paper	192 rolls
Plastic refuse bags for office, kitchen and parking dust bins(20 units per packet)	3 packet
Emerald Green all-purpose gel (pH: 7.0-8.0)	5 litres
Ammoniated cream cleaner	5 litres
Toilet bowl cleaner	10 litres
Thick bleach	5 litres
Dish washing liquid soap	750ml
Liquid furniture polish (750 ml spray cans)	5
Liquid window cleaner (750ml bottles)	2
Dish washing cloths	3
Dish washing sponges	3
Dust cloths	3
Self-shine floor polish	1 litre
Tile cleaner	10 litres
Tile stripper	5 litres
Toilet brushes (must be replaced every 6 months)	1 per cubicle

1.3 QUANTITIES OF HYGIENE EQUIPMENT AND MATERIALS TO BE PROVIDED FOR TZANEEN LABOUR CENTRE

ITEM DESCRIPTION	FREQUENCY OF MAINTENANCE/ SERVICE	NUMBER OF UNITS TO BE SUPPLIED/INSTALLED
Refill sanitisers with sanitiser spray	Monthly	4
Refill hand soap containers (800ml)	Monthly	4
Refill air fresheners (75ml air mist; to last for 30 days)	Monthly	6
Replenish paper/hand towels (150m roll; quality must comply with SANS 1887-8)	Bi-weekly	4

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Install holders for disinfection cleaning wipes	Once-off	6
Refill/replace disinfection cleaning wipes	Monthly	6
Replace P-mat at urinals	Monthly	1
Urinal auto sanitiser dispenser refill	Monthly	1
Empty, sanitise and deodorise sanitary SHE bins	Weekly	5
Sanitise and deodorised sanitary SHE bins	Weekly	10
Supply disposable plastics for sanitary products	Weekly	75 units (15 per toilet)
Deo blocks	Monthly	8
Empty, Supply Bio Hazard Bins,	Weekly	3
Install Toilet Auto sanitizers	Once off	5
Toilet auto sanitiser dispenser refill	Monthly	6
Supply Bio hazard Bin liners	Monthly	3
Install toilet Roll holders	Once off	6
Hand towel (paper) dispensers	Once off	3
Install Sanitizer Drip for Urinals	Once off	1
Hands free sanitizer holder	Once off	3
Air freshener holders (motion sensor)	Once off	6
Sanitary Bins	Once off	3
Hand soap dispenser	Once off	3

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1.4 SPECIFICATION FOR RENDERING OF CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, HOEDSPRUIT SATELLITE OFFICE.			
PHYSICAL ADDRESS		50 Springbok Street, Hoedspruit 1380	
Number of employees:	<u>6</u>	Visitors (average per day):	<u>80</u>
Size of area to be cleaned:	<u>1478m²</u>		
SCOPE OF CLEANING AND HYGIENE			
Number of floors	1	Number of bathrooms	4
Open plan offices	1	• Male - staff	1
Number of offices	2	• Male - public	1
Cubicles	5	• Cubicles	4
Meetings/conference rooms	1	• Urinals	3
Number of foyers	1	• Female - staff	1
Number of reception	1	• Female - public	1
Store room	1	• Cubicles	3
Number of strong room	1	• Unisex)	0
Kitchen	1	• People with disability	0
Number of server rooms	1	Parking bays	1
Number of kiosks	1	Guardhouse	1
Number of verandas	0	No of passages	1
Number of resource centres	1	Stair case	0

NUMBER OF EMPLOYEES CLEANERS
1. One (1) employee will be required to ensure that cleaning and hygiene services are provided at the premises.
2. Employees to be employed by the service provider will be subjected to a security screening process which will be done through the Department.
3. All cleaners to attend a compulsory OHS induction.
4. Employees on leave should be replaced with temporary employees for the duration of the leave.

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1.5 MONTHLY QUANTITIES OF CLEANING MATERIALS TO BE PROVIDED FOR HOEDSPRUIT SATELLITE OFFICE

CLEANING MATERIALS

Double ply toilet paper	96 rolls
Plastic refuse bags for office, kitchen and parking dust bins(20 units per packet)	2 packet
Emerald Green all-purpose gel (pH: 7.0-8.0)	1 litre
Ammoniated cream cleaner	750ml
Toilet bowl cleaner	5 litres
Thick bleach	5 litres
Dish washing liquid soap	750ml
Liquid furniture polish (750 ml spray cans)	1
Liquid window cleaner (750ml bottles)	1
Dish washing cloths	1
Dish washing sponges	1
Dust cloths	1
Self-shine floor polish	2 litres
Tile cleaner	2 litres
Tile stripper	2 litres
Toilet brushes (must be replaced every 6 months)	1 per cubicle

1.6 QUANTITIES OF HYGIENE EQUIPMENT AND MATERIALS TO BE PROVIDED FOR HOEDSPRUIT SATELLITE OFFICE

ITEM DESCRIPTION	FREQUENCY OF MAINTENANCE/ SERVICE	NUMBER OF UNITS TO BE SUPPLIED/INSTALLED
Refill sanitisers with sanitiser spray	Monthly	3
Refill hand soap containers (800ml)	Monthly	3
Refill air fresheners (75ml air mist; to last for 30 days)	Monthly	3
Replenish paper/hand towels (150m roll; quality must comply with SANS 1887-8)	Bi-weekly	3

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Install holders for disinfection cleaning wipes	Once-off	3
Refill/replace disinfection cleaning wipes	Monthly	3
Replace P-mat at urinals	Monthly	3
Urinal auto sanitiser dispenser refill	Monthly	3
Empty, sanitise and deodorise sanitary SHE bins	Weekly	4
Supply disposable plastics for sanitary products	Weekly	60 units (15 per toilet)
Deo blocks	Monthly	3
Supply, maintain Bio Hazard Bins,	Weekly	3
Install Toilet Auto sanitizers	Once off	3
Toilet auto sanitiser dispenser refill	Monthly	3
Supply Bio hazard Bin liners	Monthly	3
Install toilet Roll holders	Once off	3
Hand towel (paper) dispensers	Once off	3
Install Sanitizer Drip for Urinals	Once off	3
Hands free sanitizer holder	Once off	3
Air freshener holders (motion sensor)	Once off	4
Sanitary Bins	Once off	3
Hand soap dispenser	Once off	4

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1.7 HYGIENE EQUIPMENT TO BE INSTALLED AT TZANEEN LABOUR CENTRE AND HOEDSPRUIT SATELLITE OFFICE	
NB: The bidder must install, maintain and repair the following equipment required during the period of the contract:	
(It will be the service provider's responsibility to the remove the equipment at the expiry of the contract.)	
1.	Hand towel (paper dispensers. The dispensers are to be installed next to the basin.
2.	Sanitizer drip for urinals
3.	Sanitizer drips for the toilet bowls
4.	Toilet roll holder
5.	Hands free sanitizer holder
6.	Battery operated automated air fresheners
7.	Disinfection cleaning wipe holders
8.	Urinal auto sanitizer
9.	Toilet bowl auto sanitizers
10.	Sanitary bins
11.	Holders/ canisters for disinfection cleaning liquid (all bathrooms; lift entrances and building entrances)

2.	BRIEFING SESSION
2.1	No briefing session will be conducted instead bidders to send their enquiries through the email (Limpopo.tenders@labour.gov.za)
3.	COMPULSORY SITE INSPECTIONS
3.1	No site inspection will be conducted instead bidders to send their enquiries through the email (Limpopo.tenders@labour.gov.za).
3.2	Bidders may visit the office by appointment
4.	WORKPLAN
4.1	The bidder must submit, together with the bid document, a complete work plan in which, amongst others, the following should be indicated:
4.1.1	The work method/plan that will be followed for the execution of the contract in terms of how the monitoring and supervision will be done.
4.1.2	A schedule of all duties to be carried out by the cleaning and hygiene service provider should be included in the work plan for the full contract period and must be approved by the department.

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4.1.3	The work plan document must also include the maintenance of cleaning services and hygiene equipment.
4.2	The Department of Employment and Labour will work strictly according to the work schedule and if the tasks indicated on the work schedule are not performed on time that will constitute a breach of contract and penalties will be levied.
4.3	Penalties for non-performance will be negotiated and agreed on with the successful bidder at the beginning of the contract.
4.4	No other duties will be performed by the cleaning staff (e.g. washing of crockery, dishes for departmental staff).
5.	LEGISLATIVE REQUIREMENTS <u>Bidders must comply with the following Legislative and Regulatory Requirements</u>
5.1	Basic Conditions of Employment Act, 75 of 1997.
5.2	Sectoral Determination 1: Contract Cleaning Sector.
5.3	Occupational Health Safety Act, 85 of 1993.
5.4	Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
5.5	Unemployment Insurance Contributions Act, No. 4 of 2002.
5.6	Unemployment Insurance Act, no. 63 of 2001.
5.7	National Minimum Wage Act no. 9 of 2018.
5.8	Labour Relations Act, 66 of 1997
5.9	Employment Service Act, no 4 of 2014
5.10	Employment Equity Act 55 of 1998
6.	OFFICIAL WORKING HOURS
6.1	The working hours of the Department of Employment and Labour are from 7:30 to 16:00-Monday to Friday.
6.2	Lunch break is between 12:45 to 13:30.
6.3	The working hours for cleaning staff will be from 06h30 to 15h00 (will be agreed upon by the Department and the successful bidder).
6.4	Provision should be made for overtime when needed – for instance stripping and sealing of floors that should be done after hours or over weekends. This should be agreed in advance.
7.	CONDITION OF CLEANING, HYGIENE EQUIPMENT AND MATERIALS.

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7.1	The service provider must supply cleaning equipment and material approved by SABS or a SABS accredited agency.	
7.2	The service provider must ensure that all cleaning equipment are in a serviceable condition.	
7.3	The service provider must supply a material safety data sheet and chemical register for all chemicals used.	
7.4	All cleaning material should be delivered on the last day of every month and the remaining cleaning material remains the property of the department.	
7.5	Cleaning and hygiene should include the following, but is not limited to the items mentioned:	
7.6	CLEANING EQUIPMENT TO BE SUPPLIED FOR EACH CLEANER	
	Cleaning trolley per cleaner	Mop per cleaner, which must be replaced every 3 months or earlier should the need arise
	Broom per cleaner	Dust pan per cleaner
	1,5 metre feather dusters per cleaner	Warning signs for wet / slippery floors available for per cleaner;
	Vacuum cleaners (determined by the number of cleaners per site and where applicable)	And all other necessary equipment. (to be indicated in the work-plan)
	Step ladders	
8.	UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING	
8.1	Every employee must be clothed in full uniform, depicting the name of the company, and name tag of the employee .	
8.2	Applicable personal protective clothing and equipment must be provided to the employees.	
	N.B All staff must always wear their uniform for identification	
9	MEETINGS	
9.1	The project manager of the appointed cleaning company must attend the following meetings organised by the Department:	
9.1.1	Monthly meetings;	
9.1.2	Ad-hoc meetings organised as and when necessary.	
10.	MINIMUM STANDARDS REQUIRED BY THE DEPARMENT SUPPORTING CLEANING AND HYGIENE SERVICES	

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10.1	Building entrances must be cleaned before 07h30	
10.1.1	Glass doors	Clean weekly
10.1.2	Tile floor	Sweeping and mopping daily
10.2	Offices, passages and lobby floors with carpets	
10.2.1	Passage and lobbies	vacuum daily
10.2.2	Offices	vacuum twice per week
10.3	Passages and lobby floors without carpets	
10.3.1	Sweep	Daily
10.3.2	Mop	Daily
10.3.3	The floors must be stripped and sealed once a month with non-ammoniac stripper (service provider must provide warning signs when washing / polishing / buffing floors during office hours)	
10.4	Passages with carpets	
10.4.1	Vacuum	Mondays; Wednesday, Friday, and as per need/request
10.5	Offices	
10.5.1	Dust all surfaces	Daily
10.5.2	Dust all high ledges and fittings	Every second day
10.5.3	Dust window ledges	Every second day
10.5.4	Clean and disinfect telephones	Daily
10.5.5	Empty waste bins	Twice a day
10.5.6	Polish furniture	Once a week
10.5.7	Vacuum carpets (where applicable)	twice per week
10.5	Walls and paintwork	
10.5.1	Walls and Artwork (painting) must be wiped when and where necessary with a recognized detergent that will not damage the surfaces.	
10.5.2	Artwork: Feather duster must be use to clean the artwork/dusting.	
10.6	Toilets (must be cleaned before 07:30)	
10.6.1	The toilets must be clean before 07h30 in the mornings, 11h00 and 14h00	
10.6.2	Cleaner responsible for toilet must make sure that the toilets are always clean and toilet cleaning register is completed.	
10.6.3	Toilet paper must always be available in all toilets at all times.	
10.6.4	Sanitary bins and bio-hazard/medical waste bins must emptied once a week and the materials must be disposed as per the Regulations for Hazardous Biological Agents	
10.7	Blinds	
10.7.1	Dust	Daily
10.7.2	Wash with an approved detergent	Quarterly
10.8	Parking areas and pavement of entrances	
10.8.1	Areas must be kept clean at all times	Daily
10.8.2	Remove any waste around area	Daily
10.8.3	Empty dustbin(s) (parking areas)	Daily

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10.9	<u>Storerooms</u>	
10.9.1	Clean	Once per month
	Specific arrangements in this regard must be made with the relevant officials, as access to storerooms is restricted.	
10.10	<u>Refuse area (temporary storage area)</u>	
10.10.1	Sweep and keep area tidy (Place dustbins daily outside building for collection of waste)	Daily
10.11	<u>Kitchen</u>	
10.11.1	Sweeping of floors	Daily
10.11.2	Mopping of floors	Daily
10.11.3	Wash basin area	Daily
10.11.4	Empty dustbin	Daily
10.11.5	Wipe microwaves inside and outside	Daily
10.11.6	Wipe fridge inside	Once a week
10.11.7	Wipe fridge outside	Daily
10.11.8	Cleaning and refilling of aqua cooler	Daily
10.12	<u>Boardrooms</u>	
10.12.1	Dust all boardroom tables and chairs	Daily
10.12.2	Polish furniture	Once a week when requested
10.13	<u>Computer equipment, televisions, video equipment, fax machine, photocopiers, DVD players and other electronic equipment</u>	
10.13.1	Must be cleaned on request, or at least once a week, with the Anti-Static cleaning material but always with the authority of the occupant/ manager.	
10.14	<u>Doors</u>	
10.14.1	Wooden doors must be dusted and wiped weekly on the inside and outside.	
10.14.2	Glass doors must be dusted daily and cleaned once a week with applicable detergent	
10.14.3	Doorknobs and handles must be wiped and sanitized twice a day with a damp cloth, if made of copper /chrome must be polished monthly.	
10.15	<u>Windows</u>	
10.15.1	Must be washed once every 3 months inside and outside.	
10.16	<u>Computer/server rooms</u>	
10.16.1	Computer/server rooms must be cleaned daily in such a way that dust do not rise or accumulate on apparatus during cleaning on same schedule as offices. Specific arrangements in this regard must be made with the occupants, as access to computer/server rooms is restricted.	
10.17	<u>Staircases</u>	
10.17.1	Sweep stairs	Daily
10.17.2	Mop stairs	Daily

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10.17.3	Polish stairs	Once a week
10.17.4	Wipe and sanitize handrails	Daily
10.18	<u>Lifts(where applicable)</u>	
10.18.1	Floors swept, mopped and disinfected	Daily
10.18.2	Interior (walls, ceiling and doors cleaned with suitable cleaning material for stainless steel and surfaces disinfected	Daily

11.	PRICING Bidders should take note of the CPI clause from the Statistics South Africa's website and also consider the cleaner's annual wage increase in terms of the Sectoral Determination and or National Minimum Wage Act (whichever is higher) (see SBD 3.1 clause in the attached Bid document). The Department retains the right to negotiate prices with the preferred bidder as prescribed by the Preferential Procurement Regulations (PPR) of 2017.
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12.	GENERAL CONDITIONS
12.1	SUPERVISION REQUIREMENTS
	The successful bidder must provide on-site supervision. Any liaison regarding the daily needs must be through the supervisor.
12.2	COMPLIANCE WITH LEGISLATION AND REGULATIONS
	The service provider must comply with all acts and regulations applicable to contract cleaning and hygiene services sector.
12.3	ROUTINE ACTIVITIES IN OFFICES
	Cleaning work should under no circumstances disrupt the routine activities of the State.
12.4	WORKMANSHIP AND MATERIAL
	All work must be of a high standard and executed to the satisfaction of the Department. All material and chemicals must be of good and acceptable quality (SABS and/or SABS accredited agent approved).
12.5	FIRE EXTINGUISHERS

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	The contractor and his employees shall under no circumstances make use of fire hose reels or other fire extinguishers on site in activities attached to the rendering of the service.
12.6	TOILET CISTERNS AND DRESSING ROOMS
	The tending of toilets/bathrooms and dressing rooms shall, as far as possible, be done by employees of the appropriate gender.
12.7	UNACCEPTABLE CLEANING AGENTS
	No equipment, utensils or agents that may cause damage to persons, the buildings, fittings, or contents shall be used. The Department has the right to reject any such equipment, utensils or agents.
12.8	MACHINES AND EQUIPMENT
	The service provider shall re-fill, empty or clean machines and equipment only at such places as indicated.
12.9	WARNING SIGNS
	Clearly readable warning notices or signs must be exhibited where needed, where the rendering of the cleaning and hygiene service may cause injuries to any person(s).
12.10	INFLAMMABLE AND POISONOUS SUBSTANCES
	The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the Department for the rendering of the service or any other purpose.
12.11	LIABILITY
	The service provider indemnifies the State herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the service provider or any other person, that may result from or be related to, the execution of this contract.
12.12	COMPENSATION FOR DAMAGES

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	The service provider will be held liable for any damage or theft that may be caused, to the premises or contents, by his/her employees or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the service provider. The contractor must arrange the necessary insurance policy for public liability with a reputable insurance company and submit documentary proof that such policy is in effect, in the name of the service provider.
12.1 3	RECTIFICATION OF DAMAGES
	In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the service, the service provider undertakes to rectify the damage immediately to the satisfaction of the State. If the service provider fails to act immediately after notification, the State will rectify the damage and the costs thereof will be recovered from any moneys due to the service provider.
12.1 4	MODERATION PROCESS
	(i) Parties to this agreement confirm that it has been agreed that no dispute forthcoming from this agreement will be laid before the court. Any dispute arising in respect of any matter in connection with this agreement, or the validity or meaning or execution thereof must be settled through moderation in accordance with the procedures and ways stipulated hereunder and failing which arbitration will be persuaded.
	(ii) Within 14 days after a dispute has been lodged and no agreement could be reached a party will have the right, by notice to the other, to demand that the dispute be referred for moderation in terms of the GCC clause.
	(iii) The parties involved must agree mutually as to who will act as moderator.
	(iv) The moderator must notify the parties in advance, regarding the remuneration for the services.
	(v) Each party must submit a full written view of his/her case to the moderator within 14 days of the notification in which all evidence, affidavits, facts, submissions of expert evidence, etc. on which his/her case rests and he/she must serve a copy on the other party.

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	(vi) Within 14 days after receipt of the copy of the other party's case - view, any party may reply thereto and submit a supplementary piece to the moderator and serve a copy on the other party.
	(vii) The moderator will then facilitate a meeting/s between the parties to mediate a solution. If no solution is agreed to the parties may approach the courts.
13.	CONDITIONS IN RESPECT OF PERSONNEL OF THE SERVICE PROVIDER
13.1	The personnel of the service provider will have access to all areas, subject to other stipulations in this contract, to render the service. If the service is not rendered in that specific area at a given time, access to that area is forbidden.
13.2	Each member of the service provider personnel must submit a trade health certificate at the start of the cleaning service and it must be revised annually at the request of the contract person.
13.3	Without prejudice to the service provider's responsibility to select his/her personnel before employment, the State will at all times have the right to point out staff members of the service provider who is considered a safety, health or security risk or with undesirable conduct in which case the service provider will be requested not to utilize such person(s) any longer to honor his/her obligations in terms of this agreement.
13.4	In such a case the service provider will immediately comply with the request and the service provider will not (as a result of such a request) be entitled to bring a claim for loss or damage against the State and the service provider indemnifies the State against any claim from the employee concerned.
14.	UNSPECIFIED SERVICES
14.1	Should any unspecified services be required by the Department and payment must be made for such services, correct supply chain management processes will be followed.
15.	PAYMENTS
15.1	Payment will be made not later than 30 days after a valid invoice/claim had been submitted and all requirements have been adhered to. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Certification can only take place after the last working day of the month during which the service was rendered. After the first month of service rendered it will be a condition of payment that the invoice must be accompanied by

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	a schedule that indicate the payment history of the previous month specifically showing that the minimum rates as required by legislation had been paid to contracted cleaning staff.
15.2	NB: No upfront /advanced payments will be allowed.
16.	FORCE MAJEURE
16.1	If the service is interrupted or temporarily delayed as a result of Labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the service provider, the parties must mutually agree on methods to continue with essential services.
16.2	Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force majeure (<i>vis major</i>) the State will, at its discretion, determine which part(s) of the premises cannot or should not be put to further use for the original utilization and in respect of the unusable part(s) of the premises the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favor of the one party against the other shall result therefrom. In respect of the remaining part(s) of the premises that will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change. When the damaged premises have been repaired, the State can request the contractor to resume the cleaning service with one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.
17.	TERMINATION OR WITHDRAWAL
	In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the Government General Conditions of Contract will be applicable.
	Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or the knowledge of the bidder), firm or company (the expression "person, firm or company" shall include an authorised employee or agent of such a person, firm or company): a) Is executing a contract with government unsatisfactorily; b) Has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the public service in connection with obtaining or executing a contract;

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	c) Has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence there-of being found guilty of criminal offence. d) Has approached an office or an employee in the public service before or after bids have called for, to influence the award of the contract in his favour; e) Has withdrawn or amended his bid after the time set for the receipt and opening of the bid; f) When advised that his bid has been conditionally accepted, has given notice of his inability to execute or sign the contract or furnish any security require; g) Has entered into an agreement or arrangement, whether legally binding or not, with any other person firm or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party; h) Has disclosed to any other person, firm or company the exact or appropriate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation for the bid; the department of Employment and labour may, in addition to any other legal recourse which it may have, cancel the contract between the department and such person, or firm or company and or resolve that no bid from such a person, firm or company will be favourable considered for a specific period i) The department reserves the right to negotiate the final price.
18	INDEMNITY
18.1	The successful bidder will be held liable for any damages or loss suffered by the department, as a result of the successful bidder's own or his employees' negligence or intent, which originated on the site.
18.2	The department shall not be liable for any loss or damage of any nature to any of the successful bidder's properties or any items kept at the department's sites, even in cases where the loss originated as a result of negligence or intent on the part of the department.
18.3	The department is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the Successful bidder, and which arise from or are the result of any act

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	or Omission by the Successful bidder or an employee or agent of the Successful bidder in connection with the execution of the services in terms of this contract which may result in the following cases:
18.3.1	Loss of life or injuries which may be sustained by the cleaning personnel during the execution of their duties.
18.3.2	Damages to or destruction of any equipment or property of the successful bidder during the execution of their duties.
18.3.3	Any claims and legal costs which may ensue from the failure by or acts committed by cleaning personnel against third persons, which acts include.
18.3.4	Illicit frisking, arrests and other illicit or wrongful deeds. The successful bidder shall be notified in writing of the particulars of each claim he is liable for.
19.	GENERAL BID CONDITIONS
19.1	The Department may request further information from any bidder after the closing date of the bid (within 7 days)
19.2	The Department reserves the right to award the bid to a bidder who did not score the highest points.
19.3	The Department reserves the right to not make an award.
19.4.	The validity period of the bid is 120 days.
20.	PRICE STRUCTURE TEMPLATE
	<u>NB. ALL Bid Price Proposals must be completed in line with the following requirements:</u>
	Bid price proposal must be based on ALL OF THE BID SPECIFICATIONS AND NOTHING MUST BE LEFT OUT
	A Bid Price Proposal excluding some of the required services (as outlined in the bid specifications) shall not be accepted.
	The Labour costs for the successful bidder (Supervisor and junior employees) should not be below the applicable minimum wage.
	ONLY PRICE PROPOSALS SUBMITTED IN LINE WITH THIS TEMPLATE SHALL BE ACCEPTED.

Supervisor (only where a full-time supervisor required is)	Full Time (per month)
Basic salary	R
Provident Fund	R
Sick leave	R

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Skills Development Levy (SDL)	R
UIF	R
CCA	R
Bonus	R
Other allowances (please specify)	R
	R
	R
	R
Total	R

Cleaners (Full time)	Full Time (per month)
Basic salary	R
Provident Fund	R
Sick leave	R
Skills Development Levy (SDL)	R
UIF	R
NCCA	R
Bonus	R
Other allowances (please specify)	R
Total monthly cost per cleaner	R
Number of cleaner	
Total monthly cost as per number of cleaners	R

OVERTIME COST	
SUPERVISOR	
Saturday	R
Number of sessions (refer to tender document for specifications for afterhours cleaning services)	
Sunday	R
Number of sessions (refer to tender document for specifications for afterhours cleaning services)	
CLEANER	
Saturday	R
Number of sessions (refer to tender document for specifications for afterhours cleaning services)	
Sunday	R
Number of sessions (refer to tender document for specifications for afterhours cleaning services)	
TOTAL COST FOR CLEANERS	R
TOTAL COST (SUPERVISOR AND CLEANERS COMBINED)	R

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21. CLEANING MATERIAL AND SANITARY CONSUMABLES AND SANITARY EQUIPMENT (REFER TO WORK PLAN PARAGRAPH 1.2, 1.3, 1.5 TO 1.7 FOR SERVICES REQUIRED)			
Description of the cleaning chemical/basics	Cost per unit	Number of units	Cost per month
Description of sanitary equipment to be installed and cost of installation			
Description of sanitary consumables to be used			
Overheads			

22. EVALUATION PROCESS TO BE FOLLOWED

The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.

Stage	Description
Pre-qualification Stage	Administrative Compliance
Stage 1 (Phase 1)	Functionality Evaluation
Stage 2 (Phase 2 on 80/20)	Price Points = 80 B-BBEE Points = 20

The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

PRE-QUALIFICATION STAGE: ADMINISTRATIVE COMPLIANCE REQUIREMENTS

ADMINISTRATIVE REQUIREMENT AND CONDITIONS.

- (1) The bidder **must comply** with ALL of the bid compliance requirements in order for the bid to be accepted for evaluation.
- (2) If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the Department is unable to verify whether the requirements are met, then the Department reserves the right to –
 - (a) Reject the bid and not evaluate it, or
 - (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
- (3) **Submission of bid response:** The bidder has submitted a bid response documentation pack –

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- (a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and;
 - (b) in the correct format as one original document.
- (4) Any proposals received in response to this bid remain the (intellectual) property of the Department of Employment and Labour.
- (5) The total Bidding price must be written correctly and in full.
- (6) Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their BBBEE rating claims. The certificate must be SANAS verified or a valid Affidavit as at the date of closure of the bid.
- (7) All Standard Bidding Documents (SBD) forms submitted with the bid must be completed and signed, where applicable. Failure to do so may invalidate the bid.
- (8) Certified ID copies of Company Members and Shareholders, at the point of submission, failure to submit will result in the disqualification of the bidder.
- (9) A resolution of the Board of Directors for authority of signatory with the ID number of the appointee must be submitted with the bid.
- (10) Where local content is a requirement for the bid, the stipulated percentage as mentioned for the bid must be clearly shown.
- (11) If required as a condition for the bid, the sub-contracting agreement signed by both parties must be attached. The agreement must clearly state the percentage sub-contracted as per the conditions of the bid.
- (12) All company registration documents for the sub-contractor must be submitted
- (13) Copies of Letters of Good Standing issued the Compensation Fund and Letters of compliance as issued by the Unemployment Insurance Fund must be submitted and be valid on the closing date.
- (14) Bidders must be registered on the Central Supplier Database (CSD) and provide the summary report that has a compliant TAX status and valid banking details. They must also have a corresponding commodity with the advertised bid; if the relevant commodity is not registered on CSD the bid will be disqualified.
- (15) A valid SARS PIN for verification must be submitted.
- (16) No late bids shall be accepted.
- (17) Please note that all enquiries must be directed to this email – Limpopo.tenders@labour.gov.za.
- (18) The Department of Employment and Labour reserves the right to at any given time request additional information for clarification purposes during the evaluation process of this bid.

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- (19) Site inspections of companies will be conducted by the representatives of the Department on Bidder/s who have proceeded for evaluation: Phase 2 if required for the bid.

23. FURTHER EVALUATION WILL BE DONE AS FOLLOWS:

PHASE 1: FUNCTIONALITY REQUIREMENTS EVALUATION

Bids invited on the basis of functionality as a criterion must be evaluated in two stages. First functionality must be assessed and then in accordance with the 80/20 preference point systems.

NB: Bidders should score 70/100 points or more to qualify for the 80/20 evaluation.

PHASE 2: 80/20 EVALUATION

Only bids that achieve the minimum qualifying score of 70% for functionality will be evaluated further in accordance with the 80/20 preference point systems.

CRITERIA THAT WILL BE CONSIDERED IN EVALUATING THE BID

PHASE 1: FUNCTIONALITY

	EVALUATION CRITERIA	POINTS
1.	Submit a detailed work plan that entails the following areas: • Cleaning and hygiene equipment and material (10) • Personal Protective Equipment(PPE) (10) • Company policy on OHS (10) • Disposal procedure in line with OHS legislation (10)	40
2.	Relevant experience in the cleaning and hygiene industry Attach a copy of existing or previous contract/ purchase order or appointment letter from the entities is/was rendered • More than 5 years (20) • From three to five years (15) • One to three years (10) • Less than one year (5) Please note that different contracts that run concurrently will be counted as one year of experience	20
3.	Demonstrate locality of the business by attaching municipal account not older than three months in the name of the director or owner of the company (as reflected of CIPC certificate/CSD) • Well established office in the district municipality (20) • Well established office in the Province(15) • Well established office in the RSA (5)	20

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Financial Management The bidder is requested to submit bank rating letter/ grading letter as per the following categories	20
• Category A (20)	
• Category B (15)	
• Category C (10)	
• Category D (5)	
TOTAL	/100

PHASE 2: PRICE (80) AND B-BBEE POINTS (20)

STAGE 1: Price =80

STAGE2: POINTS FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR =20

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Bidders are required to submit a certified, valid SANAS accredited B-BBEE Status Level Verification Certificates or if applicable a /Sworn affidavit, signed and stamped by the commissioner of oaths to substantiate their BBBEE rating claims. If copies are not certified by the commissioner of oaths, BBBEE certificate may not be considered. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

The successful bidder will be required to sign a Contract SBD 7.2 Service Level Agreement (SLA) and a contract.



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

PART A

INVITATION TO BID (MANDATORY-COMPLETE IN FULL)

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

BID NUMBER: **Lim09-2022/2023** CLOSING DATE: **30/08/2022** CLOSING TIME: **11H00**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR MOPANI CLUSTER FOR A PERIOD OF 36 MONTHS.**

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

42a SCHEOMAN STREET, BOLAND BANK BUILDING, POLOKWANE, 0700 or MAY BE POSTED TO: THE CHIEF DIRECTOR: PROVINCIAL OPERATIONS,
PRIVATE BAG X 9368, POLOKWANE, 0700

SUPPLIER INFORMATION

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]

☐ Yes

☐ No

B-BBEE STATUS
LEVEL SWORN
AFFIDAVIT

☐ Yes

☐ 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

☐

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)

☐

A REGISTERED AUDITOR

NAME:

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

ARE YOU THE ACCREDITED
REPRESENTATIVE IN SOUTH AFRICA
FOR THE GOODS /SERVICES /WORKS
OFFERED?

☐ Yes

☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN
BASED SUPPLIER FOR
THE GOODS
/SERVICES /WORKS
OFFERED?

☐ Yes

☐ No

[IF YES ANSWER PART B:3
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)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY

EMPLOYMENT AND LABOUR

CONTACT PERSON

Kgaogelo Mashiane

CONTACT PERSON

Tlou Morema

TELEPHONE NUMBER

015 290 1767

TELEPHONE NUMBER

015 290 1702

FACSIMILE NUMBER

n/a

FACSIMILE NUMBER

n/a

E-MAIL ADDRESS

kgaogelo.mashiane@labour.gov.za

E-MAIL ADDRESS

Tlou.morema@labour.gov.za

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	The bid box is generally open from 06h00 to 18h00, 7 days a week
1.3.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
1.4.	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.
1.5.	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.
1.6.	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.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILE. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
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.	

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

PRICING SCHEDULE

(General Services)

(MANDATORY-COMPLETE IN FULL)NAME OF BIDDER: BID NO.: Lim09-2022/2023CLOSING TIME: 11:00AMCLOSING DATE: 30/08/2022OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	1. Required by:	
-	At:	
	2. Bidders are required to indicate a total price based on the total contract period and including all expenses inclusive of all applicable taxes for the service.	R.....
	3. Does offer comply with specification?	*YES/NO
		TOTAL: R.....
	4. Period required for commencement with project after acceptance of bid	
	5. Are the rates quoted firm for the full period of contract?	*YES/NO

PRICING SCHEDULE BREAKDOWN AS FOLLOWS:

YEAR 1:	
YEAR 2:	
YEAR 3:	
GRAND TOTAL INCLUDING VAT:	

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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section

1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20

2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | <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> |
| 17. Prices | <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> |
| 18. Contract amendments | <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> |
| 19. Assignment | <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> |
| 20. Subcontracts | <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> |
| 21. Delays in the supplier's performance | <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.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)