

Bid Number: 371/23

The provision of cleaning, hygiene, pest control and waste disposal/management services at the South African Weather Service (SAWS) Irene office and Head office.

Closing Date and Time: 11h00 on 12 September 2023

Validity Period: 90 days from closing date of bid

BRIEFING SESSION

Date:	N/A
Time:	N/A
Venue:	N/A
Compulsory:	N/A

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX WHICH IS SITUATED AT:

South African Weather Service
Eco Glades Block 1B
Cnr. Olievenhoutbosch and Ribbon Grass Streets
Centurion
0157

ENQUIRIES:

Any clarification required by a bidder regarding the meaning or interpretation of the document or any aspect concerning the submission is to be requested **in writing** from:

SCM: Acquisition Department
South African Weather Service
Email: bids@weathersa.co.za

Any enquiries relating to this bid must be submitted in writing not later than 5 days prior to the closing date of the bid.

Contents

Invitation to Bid	Annexure A
General Conditions of Contract (GCC)	Annexure B
Bidder's Disclosure.....	Annexure C
Preference points claim form in terms of the Preferential Procurement Regulations 2022 ...	Annexure F
Pricing Schedule	Annexure G
Specifications / Terms of Reference	Annexure H
POPIA Supplier Notice and Consent form.....	Annexure i

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SOUTH AFRICAN WEATHER SERVICE

1 SUPPLIER INFORMATION

The following section must be completed by the bidder. Failure to do so may result in the offer being rejected.

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS CLAIMED]					

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 THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

- 1.1 Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2 **All bids must be submitted on the official forms provided – (not to be re-typed) or in the manner prescribed in the bid document.**
- 1.3 This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (SCC).
- 1.4 **The successful bidder will be required to fill in and sign a written contract form (SBD7).**
- 1.5 Bidders are advised to initial all pages of their bid.

1.6 Submission of bids

Bidders are required to deposit their response to this bid before the bid closing date and time in the tender box of the South African Weather Service which is situated at:

Eco Glades Block 1B
Cnr. Olievenhoutbosch and Ribbon Grass Streets
Centurion, 0157

Response/s to this bid must be submitted in a sealed envelope with the following information on the outside:

- Bid Number e.g. SAWS-987 / 20
- Closing Date of bid e.g. 5 November 2030
- Name of bidder e.g. XYZ Enterprises
- Contact Person e.g. J. Doe
- Contact number e.g. 012 555 5555

Returnable Documents:

The following documents must be included in the sealed envelope:

- Invitation to Bid: Annexure A
- General Conditions of Contract: Annexure B
- Bidder's Disclosure: Annexure C
- Preference points claim form in terms of the Preferential Procurement Regulations: Annexure F
- Pricing Schedule and Financial Proposal: Annexure G
- Specifications / Terms of Reference, Annexure H, together with the bidder's response to Annexure H (Technical / Functional Proposal).

- POPIA supplier consent form: Annexure i
- Local Content: Annexure J (If applicable)
- Any other documentation issued with the bid.

Bidders must also include in the sealed envelope a flash disk (memory stick) of all the above documentation.

The South African Weather Service (SAWS) reserves the right to reject a bid should it not be submitted in the prescribed format.

- 1.7 The South African Weather Service (SAWS) is not bound to accept any of the offers submitted and reserves the right to:
- 1.7.1 Reject bids that are not according to Specifications / Terms of Reference;
 - 1.7.2 Reject bids with incomplete standard bidding documents (SBD's);
 - 1.7.3 Request further information from any bidder after the closing date of the bid for clarity purposes;
 - 1.7.4 Conduct site inspection/s to verify the infrastructure of bidders before final selection and award;
 - 1.7.5 Not to award the bid if the bid price is not market related;
 - 1.7.6 Not to award the bid to a bidder whose tax matters have not been declared by the SARS to be in order;
 - 1.7.7 Reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for any contract;
 - 1.7.8 Award the bid in totality to one or partially to more than one bidder;
 - 1.7.9 Conduct reference / background checks on bidders and / or individuals to, among other things, verify information provided by a bidder, confirm a firm's existence and track record, identify its owners and affiliations or verify an individual's educational and professional credentials.
- 1.8 The South African Weather Service may, prior to award of the bid, cancel the bid if:
- 1.8.1 Due to changed circumstances, there is no longer a need for the goods or services requested;
 - 1.8.2 Funds are no longer available to cover the total envisaged expenditure;
 - 1.8.3 No acceptable tenders are received;
 - 1.8.4 Due to material irregularities in the tender process.
- 1.9 Any effort or attempt by a bidder to influence the award decision in any matter may result in the rejection of the bid.
- 1.10 Costs incurred by the bidder in respect of attending any briefing / information / site visit / presentation will be borne by the bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.11 Cost incurred by the bidder in preparing and submission of any bid proposal will be borne by the

bidder and the South African Weather Service will not be liable to reimburse such costs incurred by the bidder of his/her representative/s.

- 1.12 The South African Weather Service shall on receipt of any proposal relating to this bid become the owner thereof and shall not be obliged to return any proposal.
- 1.13 The bidders shall indemnify the South African Weather Service against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the South African Weather Service.
- 1.14 The South African Weather Service reserves the right to request a bidders latest audited financial statements prior to the award of the bid in order to ascertain financial stability of the bidder. Failure by a bidder to provide such information upon request may result in the rejection of the bid submitted by the bidder.
- 1.15 Subcontracting: Tenderers or contractors must submit proof of subcontracting between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between the main tenderer and the subcontractor.
- 1.16 The SAWS reserves the right to request final presentation only to the short listed bidders to the evaluation committee. The shortlisted service providers will be subjected to present their service offering in line with the bid requirements/scope of work. The SAWS might also conduct site visit to ensure the firm existence and validate the firm's proposed capacity/employees and administration office.
- 1.17 The service provider must have duly approved operational premises with the necessary infrastructure to provide services and relevant accreditation by the relevant body. Before the awarding of the tender a due diligence site visit will be carried out at the premises of the service provider.
- 1.18 Supplier Performance Management is viewed by the SAWS as critical component in ensuring value for money acquisition and good supplier relations between the SAWS and all its suppliers. The successful bidders shall upon receipt of written notification of an award, be required to conclude a SLA with the SAWS, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to SAWS's business. Successful bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition.
- 1.19 The SAWS respects your privacy and acknowledge that your submission/s will contain personal details, which may belong to you, others and / or to your company (Personal Information). By sending us your submissions, you expressly give us consent to process and further process the Personal Information contained therein which processing will be done in accordance with POPIA, the SAWS POPIA policy and our standard section 18 informed consent documentation which sets out why we need the Personal Information, what we will do with it, and who we will share it with, which you are to familiarise yourself with by downloading it from our website i.e. www.weathersa.co.za
- 1.20 Unless stated otherwise in this Bid or as mutually agreed upon by both parties prior to award of the Bid, all payments due to creditors for goods delivered / services rendered will be settled within thirty (30) days from receipt of an invoice.

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 the South African Revenue Service (SARS) to enable the South African Weather Service to verify the taxpayer's (Bidder's) profile and tax status.
- 2.3 Application for a Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website www.sars.gov.za
- 2.4 Bidders may also submit a printed Tax Compliance Status (TCS) certificate together with the bid.
- 2.5 In bids where consortia / joint ventures / sub-contractors are involved **each** party must submit a separate TCS certificate / Pin / CSD number.
- 2.6 Where no TCS Pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- 2.7 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.
- 2.8 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on page 2 and 3 of Annexure A. In instances where a recommendation for award of a bid will be made to a foreign bidder, the South African Weather Service will submit the bidders completed Annexure A bid document to the South African Revenue Service. The South African Revenue Service will then issue a confirmation of tax obligations letter to the South African Weather Service confirming whether or not the foreign entity has tax obligations in South Africa.

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

PART C
DECLARATION BY BIDDER

I, in my capacity as
..... hereby declare that I have read and
understood the contents and conditions of this bid and certify that the information furnished is true
and correct. I accept that, in addition to cancellation of a contract, action may be taken against me
should the information provided prove to be false.

Signature:

Date:

Annexure B

General Conditions of Contract

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

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 |
| 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 (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Annexure C

Bidder's Disclosure

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....

..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or

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.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

Annexure F

Preference Points Claim Form in terms of the
Preferential Procurement Regulations 2022

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level of Contributor		
Level 1	20	
Level 2	18	
Level 3	14	
Level 4	12	
Level 5	8	
Level 6	6	
Level 7	4	
Level 8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

Annexure G

Pricing Schedule for Services

PRICING SCHEDULE SERVICES : ANNEXURE G



SBD3.3

NAME OF BIDDER:

1. PRICING SCHEDULE/S

- 1.1 **Item 1:** Appointment of Service Provider to provide cleaning services to the South African Weather Service (SAWS) Head Office and Irene Office, for a period of three (3) years starting 1 November 2023 until 31 October 2026.

Site	Supervisor	General Cleaner Monday to Friday	Saturdays	Total Staff	Salary Supervisor	Salary - general worker	Total salary	Total salaries for Year 1 VAT inclusive	Total salaries for Year 2 VAT inclusive	Total salaries for Year 3 VAT inclusive
Head Office	01	04	01	05						
Irene Weather Office	01	01	01	02						
Sub Total price for salaries (Vat Inclusive)										

Consumables						
Item	Monthly Quantities	Unit Cost	Monthly Cost	Annual Cost Year 1	Annual Cost Year 2	Annual Cost year 3
Paper towels, 2 ply minimum required	A pack of 6 x 9					
Urinals pee mat	12					
Seat wipes	A pack of 100 X 10					
Furniture polish	A pack of 6 X 2 (300ml)					
Dishwashing liquid, sunlight or equivalent	1 X 25L					
Handy Andy or equivalent	1 x 25L					
Toilet paper, 2 ply minimum required	A pack 48 X 10					
Dishwashing cloths	A pack 4					
SHE bins	8					

PRICING SCHEDULE SERVICES : ANNEXURE G



Pine gel	1X25L					
Hand wash liquid soap	1X25L					
Plastic seat wipes dispenser (rental cost)	8					
Plastic hand towel dispenser (rental cost)	16					
Sub Total price for consumables (Vat Inclusive)						

1.1.2 Any other costs not included in the above price?

*YES

NO

* If YES, please specify

1.1.3 Total Bidding Price

Total bidding price for the period of three years (staff requirements and consumables) VAT inclusive

PRICING SCHEDULE SERVICES : ANNEXURE G



All prices must be in South African rand value and must be inclusive of VAT.

1.1.4 Period required for commencement of the project after acceptance

1.1.5 Are the rates quoted firm for the full period of the project?

YES	*NO
-----	-----

1.1.6 *If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Annexure H

Specifications / Terms of Reference for bids
(For procurement above R1 000 000-00)

Template: Specifications / Terms of Reference for bids – Annexure H



1 DESCRIPTION

Service providers are hereby invited to bid for the provision of cleaning, hygiene, pest control and waste disposal/management services at the South African Weather Service (SAWS) Irene office and Head office for a period of 3 years starting 01 November 2023 until 31 October 2026.

2 INTRODUCTION

The SAWS is a Public Entity of the Department of Forestry, Fisheries and the Environment (DFFE) and derives its mandate from the South African Weather Service Act, 2001 (Act No. 8 of 2001, as amended). The SAWS is listed as a Schedule 3A Public Entity in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999) (PFMA).

The SAWS is tasked, amongst others, with providing timely and accurate scientific data in the field of meteorology to the broader South African society: a combination of both public good and commercial services. The organisation plays a vital role in South African public life, not just as a provider of key services, but also in empowering citizens to adapt to the effects of the ever-changing weather.

The Irene office of the South African Weather Service is situated at: within the premises of the Agricultural Research Council (ARC), Main Road, Irene.

The Head office of South African Weather Service is situated at:

Absa building

1263 Heuwel
RD, Centurion Central
Centurion
0157

3 BACKGROUND

The SAWS aims to outsource its cleaning, hygiene, pest control and waste management services at the Irene office situated on the premises of the Agricultural Research Council (ARC), Main Road, Irene and its

Template: Specifications / Terms of Reference for bids – Annexure H

Head office located the Absa building, 1263 Heuwel Road, Centurion Central, 0157. Its existing contract (which serves the current SAWS head office building at Ecogrades block 1b, cnr Ribbon Grass and Oliewenhoutbosch streets, Ecopark, Centurion) expires on 31 October 2023, and theSAWS is therefore requesting competent service providers to submit proposals for the above-mentioned services.

4 REQUIREMENT / SCOPE OF WORK

4.1 The SAWS hereby invites service providers to bid for the supply of cleaning, hygiene, pest control and waste disposal services for a period of 3 years from 01 November 2023 to 31 October 2026 to the SAWS Irene office and Head office.

4.2 The successful service provider will provide a comprehensive cleaning service including the following, but not limited to:

- a) Repetitive daily cleaning services, including window cleaning to reachable elevations in accordance with procedures outlined below
- b) Weekly cleaning of blinds
- c) Sporadic cleaning services such as unreachable elevations, facades etc.
- d) Reactive cleaning services such as during emergencies
- e) The provision of cleaning staff, materials, equipment, uniforms etc.
- f) Deep cleaning of carpets, using industrialised specialised carpets machines
- g) Services to be carried out in areas that include boardrooms, passage areas, offices, workshops, and bathrooms.

4.2.1 The relevant buildings vary in size and the respective floor area is outlined below:

Office	Floor Area (m2)
Irene Office	419
Head Office Centurion Central	4000
Total	4 419 m

Template: Specifications / Terms of Reference for bids – Annexure H

4.3 The provision of consumables, to be replenished as when required, such as:

Consumables	Estimated Quantity as per current usage	Frequency
Kitchen and bathroom paper towels, 2 ply minimum required	A pack of 6 x 9	Monthly
Urinals pee mat	12	Monthly
Seat wipes	A pack of 100 X 10	Monthly
Furniture polish	A pack of 6 X 2 (300ml)	Monthly
Dishwashing liquid	1 X 25L	Monthly
Handy Andy	1 x 25L	Monthly
Toilet paper, 2 ply minimum required	A pack 48 X 10	Monthly
Dishwashing cloths (small for washing and big for drying)	2 small ones 2 big ones	Monthly
SHE bins	8	-
Pine gel	1X25L	Monthly
Hand wash liquid soap	1X25L	Monthly

Template: Specifications / Terms of Reference for bids – Annexure H

4.3.1 Daily Population per office:

Office	No of Employees
Irene Office	8 maximum per day
Head Office	90 maximum per day

4.4 The service provider must Install and maintain the following dispensers:

Dispenser	Quantity Required at Head office	Quantity Required at Irene Office
Plastic Seat wipes dispenser	4	4
Plastic Hand towel dispenser	8	8

4.4.1 The dispensers will be in SAWS' possession for the duration of the contract and must be removed by the bidder at the end of the contract.

4.5 Cleaning equipment requirements

- a) The successful service provider shall be expected to provide appropriate and adequate equipment per identified area to be serviced. All tools and equipment provided shall be of acceptable quality standards. Acceptable quality equipment would be brand names recognised within the facilities management industry as being durable and reliable in service. Thus, the minimum required cleaning equipment are as follows:

Template: Specifications / Terms of Reference for bids – Annexure H

Equipment	Quantity Required for Head Office	Quantity Required for Irene Office
Low noise vacuum cleaners	2	1
Industrial specialised carpets machines, for deep cleaning	1	1
Industrial mops	4	2
Mopping buckets	4	2
Brooms	3	2
Feather dusters	4	2
Yellow dust cloths	As required	As required
Polishers	As required	As required
Electrical extension cords	4	2
Blowers for external areas	1	1
Wet floor-warning signs etc.	As required	As required
Step ladders	1	1
Janitorial trolleys (single, double)	5	2
Carpet brushes	3	1
Dust pans	3	1
Color-coded cleaning cloths: Red for toilets and bathrooms	As required	As required
Color-coded cleaning cloths: Yellow for workstations i.e., telephone, printers, computers etc.	As required	As required
Color-coded cleaning cloths: Blue for kitchens	As required	As required

- b) The successful bidder must ensure that cleaning staff are fully trained with regards to the operation of all equipment being utilized during the contract. The appointed cleaning contractor shall be held responsible for injuries and damage sustained from use of equipment within the SAWS premises.

Template: Specifications / Terms of Reference for bids – Annexure H

4.6 Walls and floor finishes

The outlined finishes are guidelines and bidders are advised to acquaint themselves with the extent of building finishes during the site clarification meeting. Bidders may also conduct a comprehensive assessment of the relevant buildings through prior arrangement with the relevant SAWS representative, timeously.

a) Internal Walls

Building walls are vastly painted with water-based paint on plastered masonry and glass dry walling.

b) Internal Floors

Building floors consists of various SABS approved finishes i.e. carpet tiles, Porcelain tiles etc. The successful service provider will be expected to clean the different surfaces in accordance with the manufacturer's specifications.

4.6.1 The table below indicates the office areas to be serviced and the relevant finishes.

Service Area	Floor Finishes
Offices	Carpets tiles
Passages	Porcelain tiles, vinyl tiles
Reception, staircase and main entrances	Porcelain Tiles, Vinyl Tiles
Meeting rooms, conference rooms, boardrooms, executive offices, CEO's office	Carpets, tiles, vinyl
Kitchens	Porcelain tiles, vinyl tiles
Toilets	Porcelain tiles, vinyl tiles
Storerooms	Porcelain tiles, carpet tiles
Emergency escape	Porcelain tiles

Template: Specifications / Terms of Reference for bids – Annexure H

4.6.2 The table below specifies the descriptive cleaning for floor/wall finishes.

Floor/ Wall Finishes	Cleaning Descriptive
Vinyl Floors	Mopping of floors
	Sweep high traffic areas with a chemically saturated mop
	Washing of vinyl floors
	Scrubbing of vinyl floors to remove marks
	Polishing with non-slippery polish using rotary machines, usage of energy efficient vacuum cleaners and polisher
	Spray buffing
	Strip and seal where sealing is worn
Porcelain Floors	Sweeping and damp mopping of floors with approved agents
	Usage of mop with clean water to remove visible marks
	Rotary machine for buffing of floors with approved brushes
	Acidic chemical agents may not be used on floor surfaces, floors may be washed with water only
Carpet Floors	Vacuuming with low noise vacuum cleaners
	Removal of dirty marks
	Shampoo carpets with environmentally friendly cleaning agents
Cement Screeds	Sweeping of floors with brooms and scrubbing with soap and water for removal of marks
Glassed partitioning	Removal of dirty marks on glassed doors and windows
Roller blinds	Washing with antistatic chemical agent
Metal surfaces	Cleaning and sanitization of metal surfaces with alcohol-based disinfectants
Painted walls, wooden panels	Cleaning of walls, wooden paneling and partitions with a soft damp cloth.
	Removal of marks from walls, doors, electric plugs and light switches, etc.
	Reporting of damage to paint or wood.

Template: Specifications / Terms of Reference for bids – Annexure H

Floor/ Wall Finishes	Cleaning Descriptive

4.7 Standard Cleaning Tasks and Activities.

The following activities but not limited to, will be carried out by the successful service provider during the contract period.

Area of Service	Standard Cleaning Requirements	Frequency
Offices	Empty all rubbish bins	Daily
	Empty recyclable bins/box	Daily
	Polish workstations and office furniture in accordance with manufacturer's specifications	Weekly
	Dust all horizontal surfaces with a damp cloth, according to the manufacturer's specifications	Daily
	Feather dust windowsills/ledges and light fittings	Weekly
	Spraying and wiping of workstations including telephones and computers, with alcohol-based disinfectant	Daily
	Dust window sills and lower surfaces with a damp cloth	Weekly
	Dusting of artwork and picture frames with a damp cloth and/or feather duster	Weekly
	Dusting of blinds with a damp cloth and/or feather duster	Weekly
	Vacuuming of carpets with energy saving equipment	Weekly
	Removal of marks on walls and metal surfaces	Daily
	Cleaning of door handles with a disinfectant	Daily

Template: Specifications / Terms of Reference for bids – Annexure H

Area of Service	Standard Cleaning Requirements	Frequency
	Removal of spots on glass doors, steel cabinets	Daily
	Deep cleaning of carpets with oxine to treat bacteria, fungi etc.	Monthly
	Dusting of vertical surfaces (cupboards, cabinets, etc.)	Daily
Reception area	Cleaning and mopping of entrance area at 07h30 every morning	Daily
	Cleaning of entrance door mats, in accordance with manufacturer's specifications	Daily
	Cleaning of shopfront entrance door and door handles with a disinfectant	Daily
	Washing and buffing of floors in accordance with the manufacturer's specifications.	Daily
	Cleaning and disinfecting balustrading and hand railings	4 x Daily
	Flight of stairs mopping	Daily
Boardrooms, meeting room, conference room	Conference rooms and boardroom to be serviced before 08h30 or in accordance with scheduled bookings	Daily
	Cleaning of white boards	Daily
	Vacuuming of carpets in boardrooms	Weekly
	Dusting of all surfaces, disinfectant of furniture before and after meetings	Daily or as per booking schedule
Kitchens, cupboards, and appliances	Mopping of floors and removal of marks using environmentally friendly chemical agents	Daily
	Wash work top surfaces with disinfectants	Daily
	Washing of splash backs tiling where required and apply disinfectants	Daily
	Empty and washing of rubbish bins	Daily
	Dry wipe and sanitize all fixtures to ensure they are free of	

Template: Specifications / Terms of Reference for bids – Annexure H

Area of Service	Standard Cleaning Requirements	Frequency
	grease, dirt, dust, marks, and stains	Daily
	Washing of refrigerators for removal of dirt, smudges and smears including internally	Weekly
	Dry wiping of electrical appliances i.e. microwaves, toasters etc.	Daily
	Defrosting of fridges and removal of food leftovers as and when requested.	Weekly
	Empty waste bins, replace bin bags and replenish hand towels	Daily, As and when required
	Clean and sanitize all basins. Mop clean floors with disinfectant to remove marks. Damp wipe and disinfect countertops and cupboards. Damp wipe and sanitize tables and chairs.	Daily, As and when required
	Damp wipe external surfaces of fridges, microwaves etc.	Daily, As and when required
	Removal of contents and damp wipe shelves, doors and sides of fridges	Weekly
	Defrost and clean shelves and inside surfaces of fridges	As necessary
Rubbish removal	Ensuring bin bags are used at all times	Daily
	Empty bins from offices, kitchens, and conference/meeting rooms for cleaning and disinfection purposes	Daily
Storerooms	Mopping of floors with soap and appropriate chemicals	When required or on request
	Wash walls and horizontal surfaces, dusting of surfaces	When required or on request
	Empty and clean all rubbish and hand paper towel bins,	

Template: Specifications / Terms of Reference for bids – Annexure H

Area of Service	Standard Cleaning Requirements	Frequency
Ablution facilities	excluding the sanitary bins	Daily
	Wash and disinfect all toilets, wash basins etc.	Daily
	Cleaning of mirrors	Daily
	Cleaning and disinfecting of door handles as well as toilet handles and taps	Daily
	Replenish toilet paper, hand soap and hand towels.	Daily
	Replace seat spray sanitizer	When necessary
	Replace batteries for automatic dispensers	As required
	Remove marks on walls, doors, partitions and electric switches	Daily
	Wash inside windows with a disinfectant	Daily
	Dusting of light fittings	Weekly
	Buffing of floors according to the manufacture's specifications	6 X per year or when required
	Removal of soilage from bowl and under flush rim with surface cleaner	Daily
Ablution facilities	Wet wash seat, lid, cistern etc. and disinfect all components including flushing actuator	Daily
	Cleaning of floors with appropriate agents	Daily
	Washing or removal of dirt on tiled walls	Daily
	Emptying of rubbish bins excluding hygiene and nappy bins	daily
	Polishing of shiny stainless steel metal surfaces	Daily
	Deep cleaning of sanitary fittings, porcelain tiles etc.	1 x Monthly
	Wash and disinfect all door handles, taps and toilet handles	Daily
	Cleaning and removal of spots on mirrors	Daily

Template: Specifications / Terms of Reference for bids – Annexure H

Area of Service	Standard Cleaning Requirements	Frequency
Lift at head office	Clean entire interior and control panels, wipe handrails with disinfectant	Daily
	Clean exterior sides and doors	Daily
	Damp mopping of floors	Daily
	Cleaning and removal of marks from doors and panel	Daily
Staircases	Washing and disinfecting of hand railings	3 x Daily
	Mopping and washing of stair surfaces using microfiber mops	Daily
	Sweeping of fire escape stairs	Weekly
	Scrubbing of fire escape stairs	2 x Monthly
Deep-cleaning carpets	The service provider will be required to conduct a deep cleaning of the carpet using the necessary industrial machine and chemicals	Bi-annually within the contract period.

4.7.1 General Requirements

- a) It is the bidder's responsibility to ensure that all areas of the facilities are kept clean at all times and to perform a continuous audit ensuring adequacy in the frequency of cleaning and methodology.
- b) The cleaning frequency must be adjusted during times of high foot traffic or during exceptional use in order to maintain a high level of service and customer satisfaction.
- c) The bidder must establish the location of those areas and make provision for frequent and additional service in order to ensure an always neat, tidy and hygienic facility.

4.8 Pest Control Services (As and when necessary)

- a) Correctly identify pests and assess the degree of infestation. Pest control measures should include spraying, rodent bait, chemicals and fogging (i.e. treatment measures methods) – **quarterly or when necessary.**
- b) Pest control coverage should include, but not be limited to fish moths, cockroaches, mosquitoes, ants, mice, rats, flies, termites, booklice, spiders, fruit flies, bees etc.
- c) Areas of treatment should include, but not be limited to the offices, kitchens, boardrooms, meeting rooms, storerooms, filing rooms, library, main entrance areas, fire hydrant closets, toilets, cabling and pipe duct closets, and surrounding areas.
- d) At the completion of every quarterly service, the service provider must provide the SAWS with a written report and/or logbook, with accurate records of all services.
- e) Mild and odourless chemicals and equipment must be used and must be user-friendly, taking into consideration employees with respiratory medical conditions (e.g. asthma etc.).
- f) These services must be rendered without impacting the daily operations and activities of the SAWS, and may not compromise the health and safety of employees by unnecessarily exposing them to pesticides.

4.9 Disposal and Waste Management Requirements

- a) The SAWS supports the National Waste Management Strategy, a legislative requirement of the National Environmental Management Waste Act, 2008 (Act No. 59 of 2008).
- b) The strategy encourages the separation at source of recyclable materials from the general waste stream and the reuse of these materials. The objective of recycling is to save resources as well as reduce the environmental impact of waste by reducing the amount of waste disposed at landfills.
- c) The cleaning personnel shall separate waste (i.e. paper, tins, bottles, food, plastics, toners, light bulbs etc.) collected from emptying of dustbins and put them in the recycling bins on a daily basis (once in the morning and once in the afternoon).

Template: Specifications / Terms of Reference for bids – Annexure H



- d) The SAWS shall have the recyclable waste in c) above collected by a recycling company or will take it to a registered waste management drop-off centre/disposal site, in line with applicable municipal by-laws and legislation.

4.10 Working Hours

- a) The SAWS offers an essential service to the public and thus operates on a 24-hour basis and 365 days.
- b) The provision of the above services will be required from **07:30 to 15:30 from Mondays to Fridays and on Saturdays, from 08:00 to 12:00..**

4.11 Staffing Requirements

It is recommended that the successful bidder installs a well-balanced staff complement to maximize efficiency in service offering. The following minimum number of cleaning staff is required:

Site	Supervisor	General Cleaner Monday to Friday	Saturdays	Total Staff
Head Office	01	04	01	05
Irene Weather office	01	01	01	02

4.11.1 Staff Management

- a) The successful service provider shall ensure that a sufficient number of staff is positioned at both Head office and Irene office.

Template: Specifications / Terms of Reference for bids – Annexure H



- b) The appointed cleaning contractor shall clearly identify the supervisors and management structure complement for the site.
- c) The successful service provider shall ensure the allocation of suitable staff is always maintained at the relevant SAWS premises in accordance with the service level agreement.
- d) The appointed cleaning contractor shall provide relief-staff to cater for labour unrest, replacement of staff on leave.
- e) All costs related to the provision of staff relief shall be for the account of the successful service provider.

4.11.2 Staff uniform and PPE

- a) The successful bidder shall be expected to supply staff uniforms of good quality in accordance with the SAWS office environment.
- b) All employees of the successful bidder shall always wear appropriate protective gear (fully covered shoes, boots, gloves, masks, face shields etc.) while on duty.
- c) All uniforms and protective clothing shall bear the name/logo of the appointed cleaning contractor.
- d) The successful bidder shall ensure that all staff members are always neatly dressed and presentable, while on duty.

4.11.3 Access cards

- a) Where necessary, the SAWS will issue access cards or biometric access to the successful service provider's staff at no cost. However, lost cards will only be replaced at market value for the account of the appointed cleaning contractor.

5 EVALUATION PROCESS

5.1 Administrative Compliance requirements

Bids received will be verified for completeness and correctness. The SAWS reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided. The complete set of bid documents must be completed and submitted.

Template: Specifications / Terms of Reference for bids – Annexure H

Bidders are to ensure that they submit the following documentation / information with their bid.

Document	Comments
Proof of registration on the Central Supplier Database (CSD) of National Treasury	Bidders must be registered on the CSD. CSD registration number must be provided.
Bid Invitation (Annexure A)	Completed and signed
SBD 3.3 for services (Pricing Schedule)	Completed and signed
SBD 4 (Bidder's Declaration)	Completed and signed
SBD 6.1 (Preference Points Claim Form)	Completed and signed if points are claimed
SARS (South African Revenue Service) Tax Compliant	Bidders tax matters must be in order
BBBEE Certificate	Valid and compliant original B-BBEE and/or certified copies of Sworn Affidavit must be submitted for any points claimed

5.2 Mandatory Requirements

The following mandatory requirements must be complied with by the bidder. Please note that bidders will not be evaluated further if they do not provide evidence confirming compliance with any of the specified mandatory requirements.

	Mandatory requirement	Evidence to be submitted with bid
1	Only service providers that are registered with either the National Contract Cleaning Association (NCCA) or the Black Economic Empowerment Cleaning Association (BEECA) of South Africa will be considered	Bidders must submit a certified copy of Certificate as proof of registration with either one of the association (NCCA or BEECA)
2	Bidders must be in good standing with the Department of Labour	Bidder must submit the valid (Compensation for Occupational Injuries and Diseases Act (COIDA) Letter of good standing

Bidders who comply with the mandatory requirements will be considered for further evaluation.

5.3 Technical/Functional evaluation

Technical/functional evaluation of the bid will be done in terms of the criteria as stated in the table below.

Template: Specifications / Terms of Reference for bids – Annexure H

Bidders should take note of the Criterion, Weighting and Scoring when responding to this bid.

Criterion		Weight	Score
Company experience	Bidder to attach a detailed company profile providing the company experience on cleaning services within the office environment.	30	0 = No experience indicated 10 = less than 2 years experience 20 = 3 – 4 years experience 30 = 5 years and more experience
Proven Track Record- Reference Letters.	Bidder to provide signed Reference Letters indicating the companies where cleaning services were provided. The reference letters must: a) Be on the on the client's letter head. b) Must be signed by the client c) Must include valid contact details (telephone number and email address) d) Must indicate the type of services rendered e) Must indicate the duration of the contract	30	0 = No contactable reference letters provided / reference letters provided do not meet the specified requirements 10 = Up to two contactable reference letter/s provided, meeting the specified requirements 20 = Three to four contactable reference letters provided, meeting the specified requirements 30 = Five or more contactable reference letters provided, meeting the specified

Template: Specifications / Terms of Reference for bids – Annexure H

Criterion		Weight	Score
			requirements
On-site Workplace Occupational Health and Safety Plan	Bidder must submit their On-site Workplace Occupational Health and Safety Plan	40	0 = Workplace Occupational Health and Safety Plan not submitted 40 = Workplace Occupational Health and Safety Plan submitted

Bidders who score 70% and more will qualify for further evaluation in terms of Price and Specific Goals.

5.4 PRICE AND SPECIFIC GOALS EVALUATION

Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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).

Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals (Refer to Annexure F: Preference Points Claim Form).

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (Refer to Annexure F: Preference Points Claim Form)	20
Total points for Price and Specific Goals	100

Template: Specifications / Terms of Reference for bids – Annexure H



Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), the tender will be awarded to the tenderer scoring the highest points.

6 DUE DILIGENCE

The South African Weather Service reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits, verification of required equipment, reference checks and requests for additional information.

7 SPECIAL CONDITIONS OF CONTRACT

This bid and all contract emanating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999). The Special Conditions are supplement to that of the General Conditions of Contract. Where, however the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of the Contract prevail.

7.1 Delivery

The successful bidder will be required to deliver the instrument to the address as indicated below. The cost of delivery must be included in the bid price.

7.2 Address 1 where services are required.

The successful bidder will be required to render the services at the following address:

South African Weather Service
1263 Heuwel Rd
Centurion Central
Centurion
0157

7.3 Address 2 where services are required.

Irene Weather office

Via Nelmapius road, situated within the ARC precinct.

Template: Specifications / Terms of Reference for bids – Annexure H



8 Negotiating a fair market related price

Award of the bid may be subject to price negotiation with the preferred bidder.

Annexure I

POPIA : Supplier Notice and Consent Form



**South African
Weather Service**

Private Bag X097, Pretoria, 0001 • Tel: + 27 (0) 12 367 6000 • www.weathersa.co.za • USSD: *120*7297#

POPIA: SUPPLIER NOTICE AND CONSENT FORM

I confirm that I am duly authorised to sign this consent form.

Name (Print)

Capacity

Signature

Name of Firm

Date



(Hereinafter referred to as “the **Data Subject** “)

A company/organization duly incorporated under the laws of Republic of South Africa, having its
main place of business

at....., with

registration number:.....

Preparatory Statement

Whereas the “**Data Subject**” is in agreement with the contents of this Notice and Consent Form and grants SAWS permission to process certain confidential/personal information, for purposes of

whereas the “**Data Subject**” is considering making an offer (the “**Offer**”) to SAWS on a solicited Bid/Tender/RFQ/RFP/RFI, subject to conducting due diligence, as a result of which certain confidential/personal information of the Data Subject may be disclosed to SAWS.

The Data Subject hereby gives consent to the following:

1. Purposes

SAWS will process, including collect, your personal information (as set out in point 2 below) for the following purposes:

- a) strategic sourcing;
- b) procurement;
- c) contract management;
- d) supplier management;
- e) invoice management;
- f) payments;
- g) debt recovery;
- h) fraud prevention; and
- i) supplier discovery.

The provision of personal information is voluntary. However, if you do not provide your personal information, we may not be able to perform the above-mentioned purpose/s.

2. Legal basis for the processing

We process your personal information on the basis that (i) processing information is necessary for pursuing our legitimate interests (according to section 11(1) of the Protection of Personal Information Act, No. 4 of 2013 (“POPIA”)), which lies in achieving the purposes as set out in point 1 above, (ii) processing is necessary to carry out actions for the conclusion or performance of “supply chain management functions” for which you are party (according to section 11(1)(b) of POPIA), or (iii) processing complies with an obligation imposed by law on us (according to section 11(1)(c) of POPIA).

We process the following personal information (for specific natural or juristic person and can be used to identify you or that person):

POPIA: SUPPLIER NOTICE AND CONSENT FORM

- a) Master data
 - Name
 - Addresses
 - Contact numbers
 - Email address
 - Other contact details of the supplier
 - Supplier primary contact person's name and contact information
 - Job position and role / qualifications
 - Partner roles of the suppliers needed for invoicing and ordering
 - Identification / company registration number
 - BBBEE status
 - Central Supplier Database number

- b) Accounting and payment information
 - VAT & Income tax numbers
 - Tax clearance pin
 - Bank details
 - Bank account type and number
 - Name of the account holder
 - Attachment of confirmation documents
 - Terms of payment
 - Accounting correspondence

- c) Supplier classification
 - Category
 - Vendor portfolio
 - Product categories
 - Main product category
 - Additional product categories
 - Vendor category.

- d) Declared conflict or potential conflict of interest

- e) Information on goods and/or services offered by supplier
 - quantity and quality of offered goods and/or services
 - other commercial terms of the offer

- f) Contract information
 - commercial terms of the contract
 - legal terms of the contract
 - any other contractual documentation
 - information about contract performance and instances of non-performance

POPIA: SUPPLIER NOTICE AND CONSENT FORM

3. Retention periods

Your personal information will only be kept for as long as we reasonably consider necessary for achieving the purposes set out in point 1 above and as is permissible under applicable laws. We will, in any case, retain your personal information for as long as there are statutory retention obligations or potential legal claims are not yet time barred.

4. Law enforcement

We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the public; and
- to prevent violation of our supplier relation terms.

5. Regulators

We may disclose your personal information as required by law or governmental audit.

6. Sharing

We may share your personal information with:

- other divisions or public entities within the South African Government as the South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environmental Affairs and is governed by a Board, so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services;
- an affiliate, in which case we will seek to require the affiliates to honor this privacy notice;
- our goods or services providers under contract who help provide certain goods or services or help with parts of our business operations, including fraud prevention, bill collection, marketing, technology services (our contracts dictate that these goods or services providers only use your information in connection with the goods or services they supply or services they perform for the SAWS and not for their own benefit);
- credit bureaus to report account information, as permitted by law;
- banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilize the services to receive payments and you meet their criteria); and
- other third parties who provide us with relevant services, where appropriate.

7. Suppliers rights

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law): (i) to check whether and what kind of personal data we hold about you and to request access to and the right to rectify the information collected (ii) in certain circumstances, to object to the processing of personal information, in the prescribed manner, on reasonable grounds relating to your particular situation, unless legislation provides for such processing or to object for the purposes of direct marketing; or (iii) to lodge a

POPIA: SUPPLIER NOTICE AND CONSENT FORM

complaint with the Information Regulator. The address of the Information Regulator is 33 Hoofd Street Forum III, 3rd Floor Braampark, Braamfontein, Johannesburg.

8. Your obligations

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

9. Security

We take the security of personal information very seriously and always do our best to comply with applicable data protection laws. Our website is hosted in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

10. Data Storage

We will try to keep the personal information we collect as accurate, complete, and up to date as is necessary for the purposes defined in this notice. Please note that to better protect you and safeguard your personal information, please inform us of any required corrections to your personal information.

11. Limitation

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies/notices or practices of any third parties.

12 Enquiries

If you have any questions or concerns arising from this notice and consent form or the way in which we handle personal information, please contact the South African Weather Service Deputy Information Officer:

HEAD OFFICE

Eco Glades block 1b, Eco Park,
Cnr Olievenhoutbosch and Ribbon Grass Streets,
Centurion, 0157
Private Bag X097
Pretoria 0001
+27 12 367 6000
Email for Head Office: CRS@weathersa.co.za