



international relations & cooperation

Department:
International Relations and Cooperation
REPUBLIC OF SOUTH AFRICA

Private Bag X152, PRETORIA, 0001 • OR Tambo Bld, 460 Soutpansberg Road, Rietondale, PRETORIA, 0084
Tel: +27 (0) 12 351 1000 • www.dirco.gov.za

Reference : **DIRCO 08/2021/22**
Enquiries : Ms M Maphuruma; Mr K Mokoro; Mr C Seema
Telephone : 012 351 8522/ 0915/
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 08-2021/22**
2. **REQUEST FOR INVITATION TO BID FOR APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES AT THE DEPARTMENT'S STATE PROTOCOL LOUNGES AT O.R. TAMBO, CAPE TOWN AND KING SHAKA INTERNATIONAL AIRPORTS FOR A PERIOD OF 3 (THREE) YEARS.**
3. Required at Department of International Relations and Cooperation.
4. **Closing date: 02 March 2022 at 11:00AM**
5. **A non-compulsory virtual briefing session will be held on: 16 February 2022 10:00am. Bidders can join a non-compulsory briefing session using a link provided on the website where the tender is advertised.**
6. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1, SBD4, SBD6.1, SBD6.2, SBD8, SBD9, and General Conditions of Contract.
7. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
8. Please make sure that your bid reaches this office before the closing date.
9. When submitting your bid, the following information **must** appear on the sealed envelope:

- Name and address of bidder
- DIRCO Number
- Closing date

This envelope can be placed in the bid box at DIRCO New Head office Building, 460 Soutpansberg road Rietondale Pretoria.

OR

If posted, place the aforementioned envelope in a covering envelope addressed as follows:
Department of International Relations and Cooperation 460 Soutpansberg Road Rietondale 0084.

NB: Please submit one original and two copies of the proposal.

Non compliance with any of the above conditions will result in your bid being disqualified.

Yours faithfully

CHIEF DIRECTOR

DATE:

09/02/2022

Kgoro ya Tirisano le Tshomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tirisano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye Nekusebenti-sana • ISebe lezobudlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiswano nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkings en Samewerking

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES AT THE
DEPARTMENT'S STATE PROTOCOL LOUNGES AT O.R. TAMBO, CAPE TOWN AND KING
SHAKA INTERNATIONAL AIRPORTS FOR A PERIOD OF 3 (THREE) YEARS**



TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES AT THE DEPARTMENT'S STATE PROTOCOL LOUNGES AT O.R. TAMBO, CAPE TOWN AND KING SHAKA INTERNATIONAL AIRPORTS FOR A PERIOD OF 3 (THREE) YEARS

1. PURPOSE

The Department of International Relations and Cooperation ("*DIRCO*" / "*the Department*") intends appointing a service provider to render cleaning services at DIRCO's State Protocol Lounges ("*SPL*" or "*the Lounges*") at: O.R. Tambo International Airport ("*ORTIA*"), Gauteng Province; Cape Town International Airport ("*CTIA*"), Western Cape Province; and King Shaka International Airport ("*KSIA*"), Kwa-Zulu Natal Province, for a period of 3 (three) years

2. BACKGROUND

DIRCO has 3 (three) SPLs in the Republic's 3 (three) International Airports to facilitate the movement of Government Dignitaries on their arrival and departure in and out of the country. The current cleaning contract will expire on 15 March 2022. As a result thereof, the Department wishes to commence the tender process for the appointment of a new service provider.

3. PROJECT DESCRIPTION

The appointed service provider will be required to provide cleaning services in terms of the accompanying specifications at the three SPLs, namely ORTIA, CTIA and KSIA on a daily basis for 16 (sixteen) hours a day (weekends and Public Holidays included), 7 (seven) days a week and 365 (three hundred and sixty five) days per annum or 366 (three hundred and sixty six) days per annum (in the event of a leap year) for a period of 3 (three) years from the day and date on which provision of the required services commence.

Daily operational hours at all three SPLs are from 06h00 to 22h00. The appointed service provider's cleaning staff may be requested to assume duty before 06h00 or work later than 22h00 depending on the flight schedules of the day. The Lounges operate on a shift system between 06h00 to 14h00 and 14h00 to 22h00.

3.1 STATE PROTOCOL LOUNGE AT OR TAMBO INTERNATIONAL AIRPORT

The average number of Government Dignitaries serviced in the lounge per day is sixty (60).

The appointed service provider will be expected to provide four (4) staff members per shift, one of whom shall be a supervisor to oversee cleaning activities on a particular shift.

3.1.1 LOCATION:

Physical address: State Protocol Lounge
O.R. Tambo International Airport
Gauteng Province

LOUNGE SIZE: SPECIFIED AREAS

Lounge Areas	Sq. metres
Reception	220
Lounges	719
Catering facilities	150
Offices	350
Boardrooms	100
Total lounge area (incl. passages and bathrooms)	1 539, 3

3.2 STATE PROTOCOL LOUNGE AT CAPE TOWN INTERNATIONAL AIRPORT

Average number of Government Dignitaries serviced in the lounge per day is twenty-two (22).

The appointed service provider will be expected to provide three (3) staff members per shift, one of whom shall be a supervisor to oversee cleaning activities on a particular shift

3.2.1 LOCATION

Physical address: State Protocol Lounge
Cape Town International Airport,
Airbus Road
Western Cape Province

LOUNGE SIZE: SPECIFIED AREAS

Lounge Areas	Sq. metres
Reception	60
Lounges	259
Catering Facilities	17
Offices	109
Total lounge area (incl. passages and bathrooms)	445

3.3 **STATE PROTOCOL LOUNGE AT KING SHAKA INTERNATIONAL AIRPORT**

Average number of Government Dignitaries serviced in the lounge per day is twenty-five (25).

The appointed service provider will be expected to provide three (3) staff members per shift, one of whom shall be a supervisor to oversee cleaning activities on a particular shift.

LOCATION

Physical address: State Protocol Lounge
King Shaka International Airport
Kwa-Zulu Natal Province

LOUNGE SIZE: SPECIFIED AREAS

Lounge Areas	Sq. metres
Reception	80
Lounges	354
Catering Facilities	38
Offices	158
Total lounge area (incl. passages and bathrooms)	630

4. CLEANING SPECIFICATIONS:

ITEM	REQUIREMENTS	FREQUENCY
CARPETS	• Carpets must be vacuumed • Cleaning of stains • Shampooing (sponge down) of carpets • Professional (deep) cleaning of carpets, loose rugs and upholstered furniture (couches) • Loose rugs to be straightened • Furniture must be removed for vacuuming and cleaning	Daily Weekly and when necessary Monthly Every six months Daily Daily
SCATTER CUSHIONS	• Scatter Cushions and covers to be washed (laundry)	Every three months or when necessary
WALLS/GLASS DOORS / WINDOWS	• Walls must be wiped and kept free of marks using Eco friendly cleaning products and which is 90% alcohol content which are SABS approved. • Equipment: Power cleaner Scrubber and professional window cleaning machine • Thermite scrubber and steamer • Handles and glass doors must be cleaned and kept spotless	Daily Daily
MIRRORS / PAINTINGS / PICTURES / PLAQUES	• Must be dusted, kept clean, and free of marks	Daily
EQUIPMENT	• Monitors must be wiped clean • Computers and printers cleaned • Telephones must be cleaned	Daily Daily Daily
WOODEN SURFACES	• All wooden surfaces and furniture must be dusted, polished and kept free of marks with thermite scrubber and steamer	Twice a day

TILED FLOORS	Must be washed using Eco-Friendly cleaning product (90% alcohol content) and equipment which are SABS approved	Once a day or when necessary
HEAD OF STATE/PRIVATE LOUNGES; MINISTERS LOUNGES	Regular check to ensure that: - All pillows are fluffed - Furniture that was moved by delegates must be moved back to their original position as soon as the delegation has left. - All crockery must be removed from tables immediately after usage	Throughout the day
OFFICES; BOARDROOM; STOREROOM COMMUNAL AND RECEPTION AREAS; RECEIVING ROOMS; COMMUNAL AREA; AIRSIDE AND LANDSIDE LOBBIES	- Bins must be emptied and washed - Boardrooms to be kept clean - Meeting materials to be removed - Litter to be removed from boardrooms	Twice per day or immediately after every meeting held
HOSING OF PARAMETER WALLS AND PAVING	Parameter walls and paving to be cleaned	Quarterly (Only at KSIA)
BATHROOMS AND TOILETS	Must be kept clean and sanitised	Three times a day

GARBAGE REMOVAL	• Cleaning of refuse bins • Cleaning of refuse area • Removal of refuse from the offices	Twice a day Twice a day Twice a day
SHE-BINS	• Provide and manage the disposal of she-bins and waste.	Daily and weekly
FUSED LIGHTS	• Replace fused light bulbs as and when required	When required
DISINFECTING OF LOUNGES COVID-19 REQUIREMENTS	• To provide fumigation and deep clean to sterilise the lounge after covid-19 case has been reported • Disinfecting by wiping and cleaning of all surfaces i.e. reception counters, desks, computers, keyboards, telephones, copier and fax machines, chairs etc.	When required Daily twice a day
COVID-19 PROTECTIVE SCREENS	• To provide protective screens at all reception areas	When required
BLINDS	• Blinds to be dusted	Weekly
AIRPORT COMPANY SOUTH AFRICA (ACSA) ACCESS PERMITS	• To provide the required ACSA permits to its cleaning staff deployed at the lounges as it is an ACSA requirement and will be responsible for all costs of these permits as determined by ACSA	When required

5. PROVISION OF SUPPLIES OF SANITARY ITEMS

5.1 Samples of products/items must be provided to State Protocol Lounge Management for approval before display or use in the Lounges.

5.2 All depleted products/items must be replenished immediately.

5.3 Towels must be dry-cleaned and individually wrapped when returned.

5.4 No deviations from specifications are allowed.

5.5 The products/items listed below must be supplied by the appointed bidder and form the overall total needed across the three Lounges.

Product / Item	Description	Number Required
Toilet Paper	2 Ply toilet rolls	54 rolls per day
Wall mounted seat wipe holders	27 holders X 2 rolls per toilet Stainless steel or glass toilet seat wipes holders with antibacterial soap	27 at the start of contract and to be repaired/replaced when damaged
Hand paper towels	Plain White	To be replenished when depleted
Facial tissues	2 Ply	To be replenished when depleted
Wall mounted Aerosol Dispensers	Glass or Stainless Steel Timed and Metered sprays Refill lasting 30 days Batteries included and replaced by the appointed cleaning and maintenance service provider	27 at the start of the cleaning service contract; and to be replaced immediately upon breakage (each toilet)
Soap dispensers and soap	Total of 25 soap dispensers to be filled with an anti-bacterial soap Hand lotion to be provided	25 soap dispensers should be full of soap at all times. The appointed cleaning and maintenance service provider to provide enough litres of soap for this purpose. The soap dispensers' capacity to be determined by the appointed service provider.
Towels	Size: 50x90cm and 70x130cm Colour: White Towels must be dry-cleaned and individually wrapped when returned.	7 x 2 sets per bathroom
Bathroom mats	White in colour. Toilet pot and shower cubicle	2 sets for 7 bathrooms. Regularly changed and cleaned
Refuse Bins	240 litre Plastic Refuse Bins with wheels	3 at the start of the contract, to be increased whenever necessary and to be replaced when damaged
Air Purifier	750 ml water tank, weighing 1kg	10 ORTIA 05 KSIA 05 CTIA
Toilet Brushes	Stainless steel brushes	27 toilets at the start of the contract and to be replaced yearly or when necessary

Sanitizer dispensers	Provide adequate sanitizer at the entrance of each lounge	When necessary
Sanitizers	Fogging spray canisters	When necessary
	All sanitizers used must be Covid-19 compliant, i.e. 90% alcohol base.	Daily

- 5.6 All items supplied will remain the property of the DIRCO and may not be removed from the Lounges upon the termination of the contract for whatever reason.

6. EVALUATION METHODOLOGY

All the bids received will be evaluated in the following 3 phases (Administrative, Functionality criteria and Price)

6.1 Phase 1: Administrative compliance

- 6.1.1 During this phase, bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s)' proposal may be disqualified for non-submission of any of the documents.

- 6.1.2 Attendance of a non-compulsory briefing session.

Document that must be submitted	Non-submission may result in disqualification	
Completed and signed Standard Bid Documents SBD1, SBD 4, SBD 6.1, SBD 8, SBD 9 In case of Joint Venture arrangement, a bidder must also submit all the mandatory documents	YES	In the event the bidder fails to submit the completed documents at the time of submitting the proposal, a bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidder
In case of Joint Venture arrangement, a signed Joint Venture agreement must be attached.	YES	
Proof of registration on Central Supplier Database (CSD)	YES	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit

		https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Proof of Membership to the National Contract Cleaners Association (NCCA)	YES	
Registered in terms of Section 28 of the Unemployment Insurance Act of 1966	YES	
Public liability insurance of at least R2 million in terms of Section 80 of the Compensation of Occupational Injuries and Diseases Act of 1993	YES	
SBD 3.1 form SBD 3.1 form	YES	All bidders must complete, initial and sign the SBD 3.1 form. All prices must be quoted in South African Rand and include VAT Failure to submit SBD 3.1 will result in the bidder being disqualified
Proof of presence in Gauteng, Durban and Cape town	YES	Proof of address

N/B: The above responsive criteria will be applicable to this bid. Should a service provider not meet all the administrative requirements and their conditions, the proposal will be disqualified and not considered for further evaluation.

6.2 Phase 2: Functionality Criteria

The following criteria will be used as the criteria for evaluation, apart from those laid down in the Preferential Procurement Regulations, 2017, the tender must be evaluated and awarded in terms of the evaluation criteria prescribed in the Preferential Procurement Regulations, 2011.

All service providers who scored less than 60% on Part 1 of the functionality criteria (Paper Evaluation) will not be considered for a site inspection (Part 2).

For purposes of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance with the evaluation criteria listed below:

Part 1: Paper Evaluation	
Criteria	Weight
Capacity to deliver: the following aspects will be inspected in order to establish whether a prospective cleaning service provider has the capacity to deliver the required level of service	
Experience (This includes the experience of both the company and staff members)	

Proof of at least 5 years' full time (bidder) experience in the cleaning services. The bidder must submit the appointment letter or order form or contracts of cleaning services rendered in the past	10
✓ 3 years and less = 1 point ✓ 4 years = 2 points ✓ 5 years = 3 points ✓ 6 years = 4 points ✓ 7 years and more = 5 points	
At least five (5) contactable client reference/testimonial letters for previous similar projects that were undertaken.	10
✓ No reference / testimonials = 1 point ✓ 1 reference / testimonials = 2 points ✓ 2 references / testimonials = 3 points ✓ 3 references / testimonials = 4 points ✓ 5 references / testimonials = 5 points	
Proof of at least 5 years' experience of the Project Manager in the cleaning industry in a form of CV	10
✓ 3 years and less = 1 point ✓ 4 years = 2 points ✓ 5 years = 3 points ✓ 6 years = 4 points ✓ 7 years and more = 5 points	
Proof of provision of 9 supervisors with a minimum of 5 years' experience in the cleaning industry in a form of CV's	
✓ 3 years and less = 1 point ✓ 4 years = 2 points ✓ 5 years = 3 points ✓ 6 years = 4 points ✓ 7 years and more = 5 points	
<u>Project Plan detailing the management of the project</u>	40
1. Key personnel to service the contract • Shift Management • Staff establishment • Staff uniform 2. Replenishment of Consumables • Delivery intervals of consumables • Quality of the products • Quantities of products supplied	

• Should have a formalised replacement and disposal schedule 3. Maintenance of Equipment • Service intervals • Quality assurance 4. Implementation of Work • Cleaning procedures and schedules • Handling of cleaning materials • Monitoring and inspections intervals of areas cleaned • Demonstrate separation of cleaning 5. Contingency Plans • Breakages • Reporting of incidents • Customer relations • Handling of cleaning hazards ✓ Project plan not attached =1 ✓ Project plan with one (1) factor =2 ✓ Project plan with two (2) factors=3 ✓ Project plan with three (3) factors=4 ✓ Project plan with four (4) or more factors= 5	
Total points	70
All service providers who scored less than 60% on Part 1 of the functionality (Paper Evaluation) will not be considered for a site inspection (Part 2).	
PART 2: SITE INSPECTION	
Staff complement with Project Manager, Supervisors, Cleaners Matrix: NO = 0 point YES= 5 points	5
Staff roster (current from one of the existing contracts) Matrix: NO = 0point YES= 5 point	5
Uniform (suitable to the clientele of the client and name tags) Matrix: NO = 0 point YES= 5 points	5

Office premises / Office Equipment and Facilities Matrix: NO = 0 point YES= 5 points	5
Cleaning Machinery and Equipment in good condition and SABS approved Matrix: NO = 0 point YES= 5 points	5
Cleaning Consumables stored in accordance with safety requirements, good quality and variety demonstrated Matrix: NO = 0 points YES= 5 points	5
Total points	30
All service providers who scored less than 60% on Part 2 of the site inspection will not be considered for Price and B-BBEE	
GRAND TOTAL	100

6.3 Phase 3: B-BBEE Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

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

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed and signed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

7. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon:

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of International Relations and Cooperation is prepared to enter into a contract with the successful bidder(s).
- b. The bidder submitting the General Conditions of Contract to the Department of International Relations and Cooperation together with its bid, duly signed by an authorised representative of the bidder.

8. SPECIAL CONDITIONS OF THIS BID

Department of International Relations and Cooperation reserves the right to:

- 8.1 Award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000);
- 8.2 Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price, without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s)
- 8.3 Award part of a tender rather than the whole tender;
- 8.4 Carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid;
- 8.5 Correct any mistakes at any stage of the tender that may have been in the bid documents or occurred at any stage of the tender process.
- 8.6 Cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 8.7 Award to multiple bidders based either on operational needs and risk assessment.

9. CONTACT PERSONS AND SUBMISSIONS

All enquiries can be directed to Supply Chain Management as per email to: seeman@dirco.gov.za and mokorok@dirco.gov.za.

Enquiries pertaining to the completion of tender documents can be directed to the Bid Office, tel. 012 351 8522/ 0915, 0362

The bid must be submitted on or before the closing date and time specified on the invitation, and fully completed in ink (as per all standard conditions of tender).

Prospective service providers should submit their bound proposals by hand in an envelope with the details of the specific tender on the outside of the envelope. Note that the risk of non-delivery if mail is used is assumed entirely by the bidders, and DIRCO cannot be held liable for late or non-delivery. If delivered by hand, it must be deposited in the tender box at the entrance gate of DIRCO at:

OR Tambo Building
460 Soutpansberg Street
Rietondale
Department of International Relations and Cooperation
Pretoria
0001

CLOSING DATE 02 March 2022, by or before 11:00am.

Prospective bidders are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted.

E-Mailed or faxed submissions shall not be accepted.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
BID NUMBER:	DIRCO 08-2021/22	CLOSING DATE:	02/03/2022	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES AT THE DEPARTMENT'S STATE PROTOCOL LOUNGES AT O.R. TAMBO, CAPE TOWN AND KING SHAKA INTERNATIONAL AIRPORTS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
460 SOUTPANSBERG ROAD RIETONDALE					
PRETORIA					
0084					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] IF YES, WHO WAS THE CERTIFICATE ISSUED BY?		☐ Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes
		☐ No			☐ No
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....Bid number: DIRCO08/2021/22

Closing date: 02 March 2022 Time 11h00

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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Annexure A

Pricing Schedule

1. CLEANING SPECIFICATIONS: 1ST YEAR

ITEM	REQUIREMENTS	FREQUENCY	PRICE PER ITEM	TOTAL AMMOUNT
CARPETS	• Carpets must be vacuumed	Daily		
	• Cleaning of stains	Weekly and when necessary		
	• Shampooing (sponge down) of carpets	Monthly		
	• Professional (deep) cleaning of carpets, loose rugs and upholstered furniture (couches)	Every six months		
	• Loose rugs to be straightened	Daily		
	• Furniture must be removed for vacuuming and cleaning	Daily		

SCATTER CUSHIONS	Scatter Cushions and covers to be washed (laundry)	Every three months or when necessary		
WALLS/GLASS DOORS / WINDOWS	- Walls must be wiped and kept free of marks using Eco friendly cleaning product and equipment which are SABS approved - Handles and glass doors must be cleaned and kept spotless	Daily Daily		
MIRRORS / PAINTINGS / PICTURES / PLAQUES	Must be dusted, kept clean, and free of marks	Daily		
EQUIPMENT	- Monitors must be wiped clean - Computers and printers cleaned - Telephones must be cleaned	Daily Daily Daily		
WOODEN SURFACES	All wooden surfaces and furniture must be dusted , polished and kept free of marks	Twice a day		
TILED FLOORS	Must be washed using Eco-Friendly cleaning product (90% alcohol content) and equipment which are SABS approved	Once a day or when necessary		
HEAD OF STATE/PRIVATE LOUNGES; MINISTERS LOUNGES	Regular check to ensure that: - All pillows are fluffed - Furniture that was moved by delegates must	Throughout the day.		

	be moved back to their original position as soon as the delegation has left. All crockery must be removed from tables immediately after usage			
OFFICES; BOARDROOM; STORE ROOM COMMUNAL AND RECEPTION AREAS; RECEIVING ROOMS; COMMUNAL AREA; AIRSIDE AND LANDSIDE LOBBIES	- Bins must be emptied and washed - Boardrooms to be kept clean - Meeting materials to be removed - Litter to be removed from boardrooms	Twice per day or Immediately after every meeting held		
HOSING OF PARAMETER WALLS AND PAVING	Parameter walls and paving to be cleaned	Quarterly (Only at KSIA)		
BATHROOMS AND TOILETS	Must be kept clean and sanitised	Three times a day.		
	- Toilets to be checked continuously for stains, smells and scrubbed when necessary. - Marble surfaces, mirrors and taps must be spotless and shiny (no soap and water stains) - Floors, hand basins, cisterns, toilet seats (both on top and	Throughout the day		

	underneath) must be washed and disinfected • Doors and door handles must be cleaned • 2x toilet rolls must be placed in each toilet at all times. • Paper towels and tissue papers to be provided • Hand soaps and lotion to be provided			
KITCHEN	• Kitchen surfaces to be kept clean at all times • All appliances to be wiped with wet cloth and kept clean • Wall tiles must be kept clean. • Kitchen towels to be washed everyday with quality soap and disinfectant. • Provide new dish towels • Washing of dishes • Cupboards / storerooms to be unpacked and cleaned • Fridges to be cleaned inside and outside • Fridges to be thoroughly	Daily Daily Daily Daily Quarterly Throughout the day. Once a month and after fumigation Daily Once a month		

	cleaned • Microwaves to be cleaned	Throughout the day		
GARBAGE REMOVAL	• Cleaning of refuse bins • Cleaning of refuse area • Removal of refuse from the premises	Twice a day Twice a day Twice a day		
SHE-BINS	• Provide and manage the disposal of she-bins and waste.	Daily and weekly		
FUSED LIGHTS	• Replace fused light bulbs as and when required	When required		
DISINFECTING OF LOUNGES COVID-19 REQUIREMENTS	• To provide fumigation and deep clean to sterilise the lounge after covid-19 case has been reported • Disinfecting by wiping and cleaning of all surfaces i.e. reception counters, desks, computers, keyboards, telephones, copier and fax machines, chairs etc.	When required Daily twice a day		
COVID-19 PROTECTIVE SCREENS	• To provide protective screens at all reception areas	When required		
BLINDS	• Blinds to be dusted	Weekly		
AIRPORT COMPANY SOUTH AFRICA (ACSA) ACCESS	• To provide the required ACSA permits to its cleaning staff deployed at the lounges as	When required		

PERMITS	it is an ACSA requirement and will be responsible for all costs of these permits as determined by ACSA			
GRAND TOTAL				

2. PROVISION OF SUPPLIES OF SANITARY ITEMS: 1ST YEAR

Product / Item	Description	Number Required	PRICE PER ITEM	TOTAL AMOUNT
Toilette Paper	2 Ply toilet rolls 27 holders X 2 rolls per toilette	54 rolls per day		
Wall mounted seat wipe holders	Stainless steel or glass toilet seat wipes holders with antibacterial soap	27 at the start of contract and to be repaired/replaced when damaged.		
Hand paper towels	Plain White	To be replenished when depleted		
Facial tissues	2 Ply	To be replenished when depleted		
Wall mounted Aerosol Dispensers	Glass or Stainless Steel Timed and Metered sprays Refill lasting 30 days Batteries included and replaced by the appointed cleaning and maintenance service provider.	27 at the start of the cleaning service contract; and to be replaced immediately upon breakage. (each toilet)		
Soap dispensers and soap	Total of 25 soap dispensers to be filled with an anti-bacterial soap Hand lotion to be provided	25 soap dispensers should be full of soap at all times. The appointed cleaning and maintenance service provider to provide enough litres of soap for this purpose. The soap dispensers' capacity to be determined by the appointed service provider.		
Towels	Size: 50x90cm and 70x130cm Colour: White Towels must be dry-cleaned and individually	7 x 2 sets per bathroom		

	wrapped when returned.			
Bathroom mats	White in colour. Toilet pot and shower cubicle	2 sets for 7 bathrooms. Regularly changed and cleaned		
Refuse Bins	240 litre Plastic Refuse Bins with wheels	3 at the start of the contract, to be increased whenever necessary and to be replaced when damaged		
Air Purifier	750 ml water tank, weighing 1kg	10 ORTIA 05 KSIA 05 CTIA		
Toilet Brushes	Stainless steel brushes	27 toilets at the start of the contract and to be replaced yearly or when necessary		
Sanitizer dispensers	Provide adequate sanitizer at the entrance of each lounge	When necessary		
Sanitizers	Fogging spray canisters	When necessary		
	All sanitizers used must be Covid-19 compliant, i.e. 90% alcohol base.	Daily		
GRAND TOTAL				

3. CLEANING SPECIFICATIONS: 2ND YEAR

ITEM	REQUIREMENTS	FREQUENCY	PRICE PER ITEM	TOTAL AMMOUNT
CARPETS	• Carpets must be vacuumed • Cleaning of stains • Shampooing (sponge down) of carpets • Professional (deep) cleaning of carpets, loose rugs and upholstered furniture (couches) • Loose rugs to be straightened • Furniture must be removed for vacuuming and cleaning	Daily Weekly and when necessary Monthly Every six months Daily Daily		
SCATTER CUSHIONS	• Scatter Cushions and covers to be washed (laundry)	Every three months		
WALLS/GLASS DOORS / WINDOWS	• Walls must be wiped and kept free of marks using Eco friendly cleaning product and equipment which are SABS approved • Handles and glass doors must be cleaned and kept spotless	Daily Daily		
MIRRORS / PAINTINGS / PICTURES / PLAQUES	• Must be dusted, kept clean, and free of marks	Daily		
EQUIPMENT	• Monitors must be wiped clean • Computers and printers cleaned	Daily Daily		

	• Telephones must be cleaned	Daily		
WOODEN SURFACES	• All wooden surfaces and furniture must be dusted , polished and kept free of marks	Twice a day		
TILED FLOORS	• Must be washed using Eco-Friendly cleaning product (90% alcohol content) and equipment which are SABS approved	Once a day or when necessary		
HEAD OF STATE/PRIVATE LOUNGES; MINISTERS LOUNGES	Regular check to ensure that: • All pillows are fluffed • Furniture that was moved by delegates must be moved back to their original position as soon as the delegation has left. • All crockery must be removed from tables immediately after usage	Throughout the day.		
OFFICES; BOARDROOM; STORE ROOM COMMUNAL AND RECEPTION AREAS; RECEIVING ROOMS; COMMUNAL AREA; AIRSIDE AND LANDSIDE LOBBIES	• Bins must be emptied and washed • Boardrooms to be kept clean • Meeting materials to be removed • Litter to be removed from boardrooms	Twice per day or Immediately after every meeting held		

HOSING OF PARAMETER WALLS AND PAVING BATHROOMS AND TOILETS	Parameter walls and paving to be cleaned	Three times a day.		
	Must be kept clean and sanitised	Throughout the day		
	- Toilets to be checked continuously for stains, smells and scrubbed when necessary. - Marble surfaces, mirrors and taps must be spotless and shiny (no soap and water stains) - Floors, hand basins, cisterns, toilet seats (both on top and underneath) must be washed and disinfected - Doors and door handles must be cleaned 2x toilet rolls must be placed in each toilet at all times. - Paper towels and tissue papers to be provided - Hand soaps and lotion to be provided	Daily Daily Daily Daily Quarterly Throughout the day. Once a month and after fumigation Daily Once a month Throughout the day		
KITCHEN	- Kitchen surfaces to be kept clean at all times - All appliances to	Twice a day		

	be wiped with wet cloth and kept clean • Wall tiles must be kept clean. • Kitchen towels to be washed everyday with quality soap and disinfectant. • Provide new dish towels • Washing of dishes • Cupboards / storerooms to be unpacked and cleaned • Fridges to be cleaned inside and outside • Fridges to be thoroughly cleaned • Microwaves to be cleaned			
GARBAGE REMOVAL	• Cleaning of refuse bins • Cleaning of refuse area • Removal of refuse from the premises	Weekly		
SHE-BINS	• Provide and manage the disposal of she-bins and waste.			
FUSED LIGHTS	• Replace fused light bulbs as and when required			
DISINFECTING OF LOUNGES COVID-19	• To provide fumigation and deep clean to sterilise the			

REQUIREMENTS	lounge after covid-19 case has been reported Disinfecting by wiping and cleaning of all surfaces i.e. reception counters, desks, computers, keyboards, telephones, copier and fax machines, chairs etc.			
COVID-19 PROTECTIVE SCREENS	To provide protective screens at all reception areas			
BLINDS	Blinds to be dusted			
AIRPORT COMPANY SOUTH AFRICA (ACSA) ACCESS PERMITS	To provide the required ACSA permits to its cleaning staff deployed at the lounges as it is an ACSA requirement and will be responsible for all costs of these permits as determined by ACSA			
GRAND TOTAL				

4. PROVISION OF SUPPLIES OF SANITARY ITEMS: 2ND YEAR

Product / Item	Description	Number Required	PRICE PER ITEM	TOTAL AMOUNT
Toilette Paper	2 Ply toilet rolls 27 holders X 2 rolls per toilette	54 rolls per day		
Wall mounted seat wipe holders	Stainless steel or glass toilet seat wipes holders with antibacterial soap	27 at the start of contract and to be repaired/replaced when damaged.		
Hand paper towels	Plain White	To be replenished when depleted		
Facial tissues	2 Ply	To be replenished when depleted		
Wall mounted Aerosol Dispensers	Glass or Stainless Steel Timed and Metered sprays Refill lasting 30 days Batteries included and replaced by the appointed cleaning and maintenance service provider.	27 at the start of the cleaning service contract; and to be replaced immediately upon breakage. (each toilet)		
Soap dispensers and soap	Total of 25 soap dispensers to be filled with an anti-bacterial soap Hand lotion to be provided	25 soap dispensers should be full of soap at all times. The appointed cleaning and maintenance service provider to provide enough litres of soap for this purpose. The soap dispensers' capacity to be determined by the appointed service provider.		
Towels	Size: 50x90cm and 70x130cm Colour: White Towels must be dry-cleaned and individually	7 x 2 sets per bathroom		

	wrapped when returned.			
Bathroom mats	White in colour. Toilet pot and shower cubicle	2 sets for 7 bathrooms. Regularly changed and cleaned		
Refuse Bins	240 litre Plastic Refuse Bins with wheels	3 at the start of the contract, to be increased whenever necessary and to be replaced when damaged		
Air Purifier	750 ml water tank, weighing 1kg	10 ORTIA 05 KSIA 05 CTIA		
Toilet Brushes	Stainless steel brushes	27 toilets at the start of the contract and to be replaced yearly or when necessary		
Sanitizer dispensers	Provide adequate sanitizer at the entrance of each lounge	When necessary		
Sanitizers	Fogging spray canisters	When necessary		
	All sanitizers used must be Covid-19 compliant, i.e. 90% alcohol base.	Daily		
GRAND TOTAL				

5. **CLEANING SPECIFICATIONS: 3RD YEAR**

ITEM	REQUIREMENTS	FREQUENCY	PRICE PER ITEM	TOTAL AMMOUNT
CARPETS	- Carpets must be vacuumed - Cleaning of stains - Shampooing (sponge down) of carpets - Professional (deep) cleaning of carpets, loose rugs and upholstered furniture (couches) - Loose rugs to be straightened - Furniture must be removed for vacuuming and cleaning	Daily Weekly and when necessary Monthly Every six months Daily Daily		
SCATTER CUSHIONS	Scatter Cushions and covers to be washed (laundry)	Every three months		
WALLS/GLASS DOORS / WINDOWS	- Walls must be wiped and kept free of marks using Eco friendly cleaning product and equipment which are SABS approved - Handles and glass doors must be cleaned and kept spotless	Daily Daily		
MIRRORS / PAINTINGS / PICTURES / PLAQUES	Must be dusted, kept clean, and free of marks	Daily		

EQUIPMENT	• Monitors must be wiped clean • Computers and printers cleaned • Telephones must be cleaned	Daily Daily Daily		
WOODEN SURFACES	• All wooden surfaces and furniture must be dusted , polished and kept free of marks	Twice a day		
TILED FLOORS	• Must be washed using Eco-Friendly cleaning product (90% alcohol content) and equipment which are SABS approved	Once a day or when necessary		
HEAD OF STATE/PRIVATE LOUNGES; MINISTERS LOUNGES	Regular check to ensure that: • All pillows are fluffed • Furniture that was moved by delegates must be moved back to their original position as soon as the delegation has left. • All crockery must be removed from tables immediately after usage	Throughout the day.		
OFFICES; BOARDROOM; STORE ROOM COMMUNAL AND RECEPTION AREAS; RECEIVING ROOMS; COMMUNAL AREA;	• Bins must be emptied and washed • Boardrooms to be kept clean • Meeting materials to be removed • Litter to be removed from boardrooms	Twice per day or Immediately after every meeting held		

AIRSIDE AND LANDSIDE LOBBIES				
HOSING OF PARAMETER WALLS AND PAVING BATHROOMS AND TOILETS	Parameter walls and paving to be cleaned	Three times a day.		
	Must be kept clean and sanitised	Throughout the day		
	- Toilets to be checked continuously for stains, smells and scrubbed when necessary. - Marble surfaces, mirrors and taps must be spotless and shiny (no soap and water stains) - Floors, hand basins, cisterns, toilet seats (both on top and underneath) must be washed and disinfected - Doors and door handles must be cleaned 2x toilet rolls must be placed in each toilet at all times. - Paper towels and tissue papers to be provided - Hand soaps and lotion to be provided	Daily Daily Daily Daily Quarterly Throughout the day. Once a month and after fumigation Daily Once a month Throughout the day		
KITCHEN	Kitchen surfaces	Twice a day		

	to be kept clean at all times • All appliances to be wiped with wet cloth and kept clean • Wall tiles must be kept clean. • Kitchen towels to be washed everyday with quality soap and disinfectant. • Provide new dish towels • Washing of dishes • Cupboards / storerooms to be unpacked and cleaned • Fridges to be cleaned inside and outside • Fridges to be thoroughly cleaned • Microwaves to be cleaned			
GARBAGE REMOVAL	• Cleaning of refuse bins • Cleaning of refuse area • Removal of refuse from the premises	Weekly		
SHE-BINS	• Provide and manage the disposal of she-bins and waste			
FUSED LIGHTS	• Replace fused light bulbs as and when required			

DISINFECTING OF LOUNGES COVID-19 REQUIREMENTS	• To provide fumigation and deep clean to sterilise the lounge after covid-19 case has been reported • Disinfecting by wiping and cleaning of all surfaces i.e. reception counters, desks, computers, keyboards, telephones, copier and fax machines, chairs etc.			
COVID-19 PROTECTIVE SCREENS	• To provide protective screens at all reception areas			
BLINDS	• Blinds to be dusted			
AIRPORT COMPANY SOUTH AFRICA (ACSA) ACCESS PERMITS	• To provide the required ACSA permits to its cleaning staff deployed at the lounges as it is an ACSA requirement and will be responsible for all costs of these permits as determined by ACSA			
GRAND TOTAL				

6. PROVISION OF SUPPLIES OF SANITARY ITEMS: 3RD YEAR

Product / Item	Description	Number Required	PRICE PER ITEM	TOTAL AMOUNT
Toilette Paper	2 Ply toilet rolls 27 holders X 2 rolls per toilette	54 rolls per day		
Wall mounted seat wipe holders	Stainless steel or glass toilet seat wipes holders with antibacterial soap	27 at the start of contract and to be repaired/replaced when damaged.		
Hand paper towels	Plain White	To be replenished when depleted		
Facial tissues	2 Ply	To be replenished when depleted		
Wall mounted Aerosol Dispensers	Glass or Stainless Steel Timed and Metered sprays Refill lasting 30 days Batteries included and replaced by the appointed cleaning and maintenance service provider.	27 at the start of the cleaning service contract; and to be replaced immediately upon breakage. (each toilet)		
Soap dispensers and soap	Total of 25 soap dispensers to be filled with an anti-bacterial soap Hand lotion to be provided	25 soap dispensers should be full of soap at all times. The appointed cleaning and maintenance service provider to provide enough litres of soap for this purpose. The soap dispensers' capacity to be determined by the appointed service provider.		
Towels	Size: 50x90cm and 70x130cm Colour: White Towels must be dry-cleaned and individually	7 x 2 sets per bathroom		

	wrapped when returned.			
Bathroom mats	White in colour. Toilet pot and shower cubicle	2 sets for 7 bathrooms. Regularly changed and cleaned		
Refuse Bins	240 litre Plastic Refuse Bins with wheels	3 at the start of the contract, to be increased whenever necessary and to be replaced when damaged		
Air Purifier	750 ml water tank, weighing 1kg	10 ORTIA 05 KSIA 05 CTIA		
Toilet Brushes	Stainless steel brushes	27 toilets at the start of the contract and to be replaced yearly or when necessary		
Sanitizer dispensers	Provide adequate sanitizer at the entrance of each lounge	When necessary		
Sanitizers	Fogging spray canisters	When necessary		
	All sanitizers used must be Covid-19 compliant, i.e. 90% alcohol base.	Daily		
GRAND TOTAL				

TOTALS	
Year 1	
Year 2	
Year 3	
TOTAL CONTRACT PRICE	R

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity

Number:

.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):

.....
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....
.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

[illegible]

4 DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

3. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

Where

P_{min} = Price of lowest acceptable bid

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)