



independent police investigative directorate

Department
Independent Police Investigative Directorate
REPUBLIC OF SOUTH AFRICA

APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE HYGIENE AND CLEANING SERVICES FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE (IPID), NATIONAL, PROVINCIAL AND SATELLITE OFFICES NATIONWIDE FOR A PERIOD OF 36 MONTHS.

TENDER NUMBER: IPID 01/2021/22

VALIDITY PERIOD: 120 DAYS

- All bid documents shall be marked IPID: 01/2021/22 and delivered to:

**473 Stanza Bopape Street, Benstra Building, Arcadia
Pretoria**

Briefing session will be held as follows:

OFFICE	DATE	ADDRESS	TIME
RECEPTION GROUND FLOOR	14 MAY 2021	473 Stanza Bopape Street, Benstra Building, Arcadia Pretoria	10:00

- Please note: Bid documents must be properly binded and annexured.

1. CONDITIONS OF THE TENDER

This bid and all contracts emanating from this bid will be subject to the General Conditions of Contracts issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict the General Conditions of Contract, the Special Conditions of Contract takes precedence.

1.1 BACKGROUND

IPID's legislative mandate is based on section 206(6) of the Constitution of the Republic of South Africa, which makes provision for the establishment of an Independent police complaints body. IPID is mandated to ensuring oversight of the South African Police Services (SAPS) and Municipal Police Services (MPS).

1.2 SERVICE REQUIREMENTS AND DURATION OF THE TENDER

The IPID wishes to appoint a service provider for the provision of a comprehensive hygiene and cleaning service for a period of 36 months to all IPID sites.

- ✓ 1 National
- ✓ 9 Provincial Offices
- ✓ 4 Satellite offices

Some of the Building leases for Provincial and Satellite offices will come to an end during the execution of the contract which will affect the "Service site" for those particular offices, the bid response should take this possibility into account.

1.2.1 Operational Conditions

- i. The Service Provider must be able to render services to the IPID's National, Provincial and District Offices;
- ii. The Services Provider to satisfy the HACCP (Hazard analysis and control points) principles;
- iii. The products utilised must be locally procured.
- iv. Products price to be fixed for a year upon appointment and labour concerns as per the Sectoral determination; and
- v. Material and other related price escalations on each anniversary date to be in accordance with statutory price (CPI) pronouncements.
- vi. Adequate staff, suitably trained are to be available at all times;
- vii. Sufficient supervision;

- viii. A service provider should maintain a pool of approved staff, replacement in the event of absenteeism is required by 10h00 of that day; and
- ix. Service provider to provide waste disposal certificate to ensure compliance.

1.2.2 IPID Sites

Number	PROVINCE	STREET ADDRESS	TOWN
1	Gauteng	473 Stanza Bopape Street, Benstra Building, Arcadia, Pretoria	Pretoria
2	Gauteng	7 th and 8 th Floor office Tower, Cnr Albert and Eloff Str.	Johannesburg
3	Eastern Cape	Waverley Office Park, No. 3-33 Phillip Frame Road.	East London
4	Free State	15 CNR ST Andrews and West Burger Streets Standard Bank House Ground Floor 9301	Bloemfontein
5	Northern Cape	39 George Street	Kimberly
6	KZN	22 Dorothy Nyembe Street, Marine Building	Durban
7	Limpopo	78 Hans Van Rensburg Street, Old Mutual Building	Polokwane
8	Limpopo Satellite	Khoroni Street, 2010 Centre, D18 Ground Floor	Thohoyandou
9	Mpumalanga	27 Brown Street, Permanent Building	Nelspruit
10	Mpumalanga Satellite	Cnr Athlone and Escumbee Streets, Garry Mann Building	Witbank
11	North West	No.1 Station Road, Molopo Shopping Centre	Mafikeng
12	North West Satellite	Rustenburg Magistrate Court, Kloppe Street	Rustenburg
13	Western Cape	Cnr Petrusa & Mazzur Street, Fintrust Building	Bellville
14	Western Cape Satellite	Cnr York & Langenhoven Street, Nedbank Building	George

1.2.3 Scope of work

- The prospective service provider is expected to undertake Comprehensive Hygiene and Cleaning Services within the IPID's offices as follows: during business hours from 07:00 – 16:00 weekdays.
- Deep cleaning to be undertaken at all sites in accordance with the agreed time.
- All the chemicals, detergents and other related materials to be used must be compliant to South African Bureau of Standards and meet the OHSA requirements; and
- All the cleaning and hygiene services are to be undertaken with compliance with Occupational Health and Safety Act 85 of 1993.

1.3 Detailed Description

ITEM NO.	DESCRIPTION
1.3.1	Service required
	a) The service provider of a professional Comprehensive Hygiene and Cleaning Services for a period of thirty-six (36) months to IPID National, Provincial and Satellite Office. b) The successful bidder shall at its own cost maintain public liability insurance for its own staff against accident, injury or death; c) The bidder to carry out frequent routine visits to inspect all sites, reporting and quality control; d) The bidder must have comprehensive hygiene and cleaning programme, applying and using environmentally friendly controls; e) The bidder must supply all the required hygiene equipment; f) The bidder must implement a continuous improvement plan for services rendered to IPID. Pass any possible cost reductions resulting from this programme; g) The bidder will be expected to keep refill stock on IPID premises in order to ensure there is no break in service; h) The bidder must be in compliance with Occupational Health and Safety Act requirements; and i) The bidder must deploy personnel with relevant Hygiene services and experience together with trained and competent operations personnel.

1.3.2

Description of services	
	1.3.2.1 Cleaning Services: a) Cleaning Windows; b) Cleaning carpets; c) General cleaning – exterior; d) General cleaning – interior; e) Special cleaning – ablutions; f) Special cleaning – kitchens; g) Refreshment coordination; and h) Dishcloth and towel washing.
	1.3.2.2 Hygiene Services: a) Supply and maintenance of the hygiene equipment; b) Supply and refill service consumable; c) Disinfecting of office; d) Removal of sanitary bins and proper (as per legislated regulations) disposal thereof; e) Provide a specialised and professional Hygiene Services; f) Manage the waste disposal services to be in compliance with legislative requirements.
	1.3.2.3 Deep Cleaning: a) Clean and disinfect toilets, urinals, hand wash basins, sluices and sinks; b) Clean and disinfect wall tiles daily; c) Remove bacteria and uric, incrustation from all areas of basins and sinks; and d) Clean taps and plugs. e) Deep cleaning of carpets

1.3.2.4 Refreshment Coordinator Services

Refreshment Coordinator Services	Provide specialised refreshment services		
	a) Handle all tea and coffee for meetings to ensure high; standards of quality; b) Wash all crockery and maintain proper		

	stock control on daily basis; c) Maintain a clean & healthy environment; d) Ensure a hygiene regime for all catering equipment e) Glasses and water jugs must be cleaned and replenished for meetings.		
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2. CLEANING MATERIALS:

2.1 The preferred bidder is obliged to supply all cleaning materials/products required.

- The preferred bidder to be appointed by the Directorate shall provide all cleaning materials and consumables at his/her own cost. The cost for these items should therefore be included in the final tender price and be VAT inclusive.
- All cleaning products to be used must be SABS approved and environmentally friendly.
- All cleaning equipment, such as Industrial Vacuum Cleaners; Window Cleaning Equipment, Industrial Auto Scrubbers and Sweepers etc. should be of an acceptable standard to ensure that it causes no damage to carpets, tiles, windows, furniture etc. when used by the preferred bidder in the execution of tasks.

IPID representatives will inspect the condition of the following cleaning equipment that is needed (before the contract starts):

Industrial wet and dry vacuum
Brooms
Mops
Buckets
Toilet Brushes
Scrubbing brushes
Dust pans
Industrial carpet washer
SABS approved ladder
Separate gloves for each area should be provided for cleaning offices, bathrooms and kitchens

Various colour coded cleaning cloths must be provided (Red: bathroom, Yellow: offices, Blue or Green: Kitchens)

All equipment needs to be of an acceptable quality standard. An acceptable quality standard would be equipment that is recognised within the cleaning and hygiene industry as being durable in construction, reliable in service and SABS approved.

A. GAUTENG

Physical Address: 473 Stanza Bopape Street
Benstra Building
Arcadia
Pretoria

Scope of cleaning services to be rendered by the service provider:

TOTAL OFFICE SPACE (M²)	4165.45 m²
Number of floors	5 floors
Number of toilets	16
Cubicles: Females	21
Cubicles: Males	10
Urinals	15
Basins	41
Parking areas	3 floors • Basement • First Floor • Second Floor
Board rooms	• Main Boardroom (4th Floor) • Conference Room (4th Floor) • ED's boardroom(6th Floor) • CFO's Boardroom (5th Floor) • Mini boardroom (3rd Floor)
Required No. of cleaners	07
Paved area in front of the building	1
Entrance foyers	1
Roof	1

Lifts	2
Kitchens	10
Staircases	4

A-1 HYGIENE SERVICES

- Toilets 16 (5 Female, 5 Male, 5 persons with disability and 1 private)

- (21) Cubicles Female toilets
- (10) Cubicles Male toilets
- (15) Urinals Male toilets

Hygiene Services

No	Description of Services	Qty	Remarks
1	Sensory air Freshener Dispenser machines	16	Install and maintain monthly
2	Sensor Hand wash dispenser machines	16	Install and maintain monthly
3	Sensor Paper Towel dispenser machines	16	Install and maintain monthly
4	She Bin (Sanitary bins) with paddle	21	Install and maintained Weekly
5	She Packet Dispenser	21	Install and maintained weekly
6	Toilet seat wipes	31	Install and maintain monthly
7	Automatic/Sensory hand sanitizer dispenser at lift lobby and entrance doors	17	Install and maintain monthly
8	Toilet paper holders TR 2	45	Installation
9	Wall bins	16	Installation

- Stainless steel hand soap dispenser and paper towel dispensers to be installed in the office of the bathroom of the Executive Director;

REQUIRED CONSUMABLES

No	Description of Consumable Products	Qty	Remarks
1	Air Fresheners refills	32	Per Month

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2	Hand soaps refills	32	Per Month
3	Paper Towels	32	Per Month
4	70% alcohol Sanitizer refill	32	Per Month
5	Toilet Papers	10 bale of 48's	Per Month
6	Ammonia liquid	05 x 5Ltr	Per Month
7	Bleach	05 x 5Ltr	Per Month
8	Dish Wash Liquid	05 x 5Ltr	Per Month
9	Dishwashing Swabs	10	Per Month
10	Toilet Seat wipes refill	62	Per Month
11	Toilet Bowl Cleaner	05 x 5Ltr	Per Month
12	Surface Cleaner	05 x 5Ltr	Per Month

B. EASTERN CAPE

Physical Address:

**Waverley Office Park
3 Phillip Frame Road
East London**

Scope of cleaning services to be rendered by the contractor:

TOTAL OFFICE SPACE (M ²)	687 m ²
1. Number of floors	2
2. Number of Bathrooms / Ablution facilities	1 Female,1 Disabled,1 Male
• Number of Toilets	
• Number of Urinals	
• Number of Basins	
3. Number of Boardrooms	1
4. Number of entrances or foyer	1
5. Number of Kitchen areas	1
6. Number of lifts	1
7. Staircases	1
8. Number of paved areas around building	1
9. Required number of cleaners	2

B-1 HYGIENE SERVICES

- Toilets 3 (1 Female, 1 Male,1 people with disability)

➤ (1) Cubicles Female toilets

- (1) Cubicles Male toilets
- (1) Urinals Male toilets

REQUIRED CONSUMABLES

No	Description of Services	Qty	Remarks
1	Air Freshener Dispenser	3	Install and maintain
2	Sensory Hand soap Dispenser	3	Install and maintain
3	Paper Towel dispenser	3	Install and maintain
4	She Bin	2	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	2	Installed, maintained and cleaned twice a Month
6	Toilet paper holders TR 2	3	Installation
7	Wall bins	3	Install and maintain
8	Sensor/Automatic Sanitizer dispenser	3	Install and maintain
9	Toilet Seat Wipes	2	Installed, maintained and cleaned twice a Month
	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	06 Rolls	Per Month
2	Toilet Papers	01 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	06 refills	Per Month
4	Ammonia liquid	01 x 5Ltr	Per Month
5	Bleach	01x 5Ltr	Per Month
6	Dish Wash Liquid	01x 5Ltr	Per Month
7	Dishwashing Swabs	5	Per Month
8	Toilet Bowl Cleaner	02 x 5Ltr	Per Month
9	Air Freshener refill	4	Per Month
10	Surface Cleaner	02 x 5Ltr	Per Month

C. FREE STATE

Physical Address:

15 CNR ST Andrews and West Burger Streets
Standard Bank House
Ground Floor
9301

Scope of cleaning and hygiene services to be rendered by the contractor:

TOTAL OFFICE SPACE (M ²)	592 m ²
1. Number of floors	1
2. Number of Bathrooms / Ablution facilities	3 Female, 1 Disabled, 2 Male
• Number of Toilets	
• Number of Urinals	
• Number of Basins	2
3. Number of Boardrooms	7
4. Number of entrances or foyer	2
5. Number of Kitchen areas	1
6. Required number of cleaners	1

C-1 HYGIENE SERVICES

- Toilets 6 (3 Females, 2 Males, 1 people with disability)
- (3) Cubicles Female toilets
- (2) Cubicles Male toilets
- (2) Urinals Male toilets

REQUIRED CONSUMABLES

No	Description of Services	Qty	Remarks
1	Air Freshener Dispenser	6	Install and maintain
2	Sensory Hand Soap Dispenser	6	Install and maintain
3	Paper Towel dispenser	6	Install and maintain
4	She Bin	4	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	4	Installed, maintained and cleaned twice a Month
6	Toilet paper holders TR 2	6	Installation

7	Wall bins	6	Installation
8	Automatic/Sensory Sanitizer dispenser	2	Install and maintain
9	Toilet Seat Wipes	10	Install and maintain
	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	12 Rolls	Per Month
2	Toilet Papers	01 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	12 refills	Per Month
4	Ammonia liquid	01 x 5Ltr	Per Month
5	Bleach	01 x 5Ltr	Per Month
6	Dish Wash Liquid	01 x 5Ltr	Per Month
7	Dishwashing Swabs	5	Per Month
8	Toilet Bowl Cleaner	02 x 5Ltr	Per Month
9	Air Freshener refill	12	Per Month
10	Toilet Seat Wipe refills	20	Per Month
11	Surface Cleaner	02 x 5Ltr	Per Month

D. GAUTENG

Physical Address:

**7th & 8th floor Office Braamfisher Towers
20 Albert STR
Johannesburg**

Scope of cleaning services to be rendered by the contractor:

TOTAL OFFICE SPACE (M ²)	885 m ²
1. Number of floors	2
2. Number of Bathrooms / Ablution facilities	3 (1 Male, 1 Female, 1 persons with disabilities)
• Number of Toilets	
• Number of Urinals	
• Number of Basins	
3. Number of Boardrooms	2
4. Number of entrances or foyer	1
5. Number of Kitchen areas	1
6. Required number of cleaners	2

D-1 HYGIENE SERVICES

- Toilets 3 (1 Females, 1 Males, 1 People with disabilities)

- (3) Cubicles Female toilets
- (2) Cubicles Male toilets
- (2) Urinals Male toilets

REQUIRED CONSUMABLES

No	Description of Services	Qty	Remarks
1	Air Freshener Dispenser	3	Install and maintain
2	Sensory Hand soap Dispenser	3	Install and maintain
3	Paper Towel dispenser	3	Install and maintain
4	She Bin	4	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	4	Installed, maintained and cleaned twice a Month
6	Toilet Seat wipes	5	Install and maintain
7	Toilet paper holders TR 2	6	Install and maintain
8	Wall bins	3	Install and maintain
9	Automatic/Sensor Sanitizer dispenser	4	Install and maintain
	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	6 Rolls	Per Month
2	Toilet Papers	02 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	8 refills	Per Month
4	Air Freshener refill	6	Per Month
5	Toilet Seat wipes refill	10	Per Month
6	Ammonia liquid	02 x 5Ltr	Per Month
7	Bleach	02x 5Ltr	Per Month
8	Dish Wash Liquid	02x 5Ltr	Per Month
9	Dishwashing Swabs	5	Per Month
10	Toilet Bowl Cleaner	02 x 5Ltr	Per Month
11	Surface Cleaner	02 x 5Ltr	Per Month

E. KWA-ZULU NATAL

Physical Address:

**Marine Building
22 Dorothy Nyembe Street
Durban**

Scope of cleaning services to be rendered by the contractor:

TOTAL OFFICE SPACE (M ²)	1313 m ²
1. Number of floors	1
2. Number of Bathrooms / Ablution facilities	2 Female, 2 Male
• Number of Toilets	
• Number of Urinals	
• Number of Basins	1 Female, 1 Male
3. Number of Boardrooms	2
4. Number of entrances or foyer	1
5. Number of Kitchen areas	1
6. Required number of cleaners	2

E-1 HYGIENE SERVICES

- Toilets 4 (2 Females, 2 Males)

- (4) Cubicles Female toilets
- (4) Cubicles Male toilets
- (2) Urinals Male toilets

REQUIRED CONSUMABLES

<u>No</u>	<u>Description of Services</u>	<u>Qty</u>	<u>Remarks</u>
1	Air Freshener Dispenser	4	Install and maintain
2	Sensory Hand Soap Dispenser	4	Install and maintain
3	Paper Towel dispenser	4	Install and maintain
4	She Bin	4	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	4	Installed, maintained and cleaned twice a Month
6	Toilet paper holders TR 2	8	Installation

7	Wall bins	4	Installation
8	Automatic/Sensor Sanitizer dispenser	2	Install and maintain
9	Toilet Seat wipes	8	Install and maintain
	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	08 Rolls	Per Month
2	Toilet Papers	02 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	04 refills	Per Month
4	Ammonia liquid	02 x 5Ltr	Per Month
5	Bleach	02x 5Ltr	Per Month
6	Dish Wash Liquid	02x 5Ltr	Per Month
7	Dishwashing Swabs	5	Per Month
8	Toilet Bowl Cleaner	02 x 5Ltr	Per Month
9	Toilet Seat Wipes refill	16	Per Month
10	Air freshener refill	8	Per Month
11	Surface Cleaner	02 x 5Ltr	Per Month

F. LIMPOPO

Physical Address:

**Old Mutual Building
78 Hans Van Rensburg Street
Polokwane**

Scope of cleaning services to be rendered by the contractor:

TOTAL OFFICE SPACE (M ²)	621 m ²
1. Number of floors	1
2. Number of Bathrooms / Ablution facilities	2 Female, 1 Male
• Number of Toilets	
• Number of Urinals	
• Number of Basins	2 Female, 2 Male
3. Number of Boardrooms	2
4. Number of entrances or foyer	1
5. Number of Kitchen areas	1
6. Required number of cleaners	2

F-1 HYGIENE SERVICES

- Toilets 2 (1 Female, 1 Male)

➤ (2) Cubicles Female toilets

- (1) Cubicles Male toilets
- (2) Urinals Male toilets

REQUIRED CONSUMABLES

No	Description of Services	Qty	Remarks
1	Air Freshener Dispenser	2	Install and maintain
2	Sensory Hand soap Dispenser	2	Install and maintain
3	Paper Towel dispenser	2	Install and maintain
4	She Bin	1	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	1	Installed, maintained and cleaned twice a Month
6	Wall bins	2	Install and maintain
7	Toilet paper holders TR 2	2	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	2	Install and maintain
9	Toilet Seat Wipes	3	Install and maintain
Description of Consumable Products		Quantity	Period
1	Hand Paper Towel	4 Rolls	Per Month
2	Toilet Papers	01 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	04 refills	Per Month
4	Ammonia liquid	01 x 5Ltr	Per Month
5	Bleach	01 x 5Ltr	Per Month
6	Dish Wash Liquid	01 x 5Ltr	Per Month
7	Dishwashing Swabs	5	Per Month
8	Toilet Bowl Cleaner	01 x 5Ltr	Per Month
9	Air Freshener refill	4	Per Month
10	Toilet Seat wipe refill	6	Per Month
11	Surface Cleaner	02 x 5Ltr	Per Month

G. Physical Address:

Khoroni Street, 2010 Centre
D18 Ground floor
Thohoyandou,
0950

Scope of cleaning services to be rendered by the contractor:

TOTAL OFFICE SPACE (M ²)	260 m ²
1. Number of floors	1
2. Number of Bathrooms / Ablution facilities	

• Number of Toilets	1 Female, 2 Male
• Number of Urinals	2
• Number of Basins	2 Female, 2 Male
3. Number of Boardrooms	1
4. Number of entrances or foyer	2
5. Number of Kitchen areas	2
6. Required number of cleaners	1

G-1 HYGIENE SERVICES

- Toilets 3 (1 Female, 2 Male)

- (2) Cubicles Female toilets
- (1) Cubicles Male toilets
- (2) Urinals Male toilets

REQUIRED CONSUMABLES

No	Description of Services	Qty	Remarks
1	Air Freshener Dispenser	3	Install and maintain
2	Sensory Hand soap Dispenser	3	Install and maintain
3	Paper Towel dispenser	3	Install and maintain
4	She Bin	2	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	2	Installed, maintained and cleaned twice a Month
6	Wall bins	3	Install and maintain
7	Toilet paper holders TR 2	3	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	2	Install and maintain
9	Toilet Seat wipe	3	Install and maintain
	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	6 Rolls	Per Month
2	Toilet Papers	01 bale of 24's	Per Month
3	70% alcohol Sanitizer refill	04 refills	Per Month
4	Ammonia liquid	01 x 5Ltr	Per Month
5	Bleach	01 x 5Ltr	Per Month
6	Dish Wash Liquid	01 x 5Ltr	Per Month
7	Dishwashing Swabs	5	Per Month
8	Toilet Seat wipe	6	Per Month

9	Air Freshener refill	6	Per Month
10	Toilet Bowl Cleaner	01 x 5Ltr	Per Month
11	Surface Cleaner	02 x 5Ltr	Per Month

H. MPUMALANGA

Physical Address: Permanent Building
27 Brown Street
Nelspruit

Scope of cleaning services to be rendered by the contractor:

TOTAL OFFICE SPACE (M ²)	662 m ²
1. Number of floors	1
2. Number of Bathrooms / Ablution facilities	
• Number of Toilets	3 Female, 2 Male, 1 Disability
• Number of Urinals	2
• Number of Basins	2 Female, 2 Male
3. Number of Boardrooms	1
4. Number of entrances or foyer	1
5. Number of Kitchen areas	2
6. Number of Balconies	1
7. Required Number of cleaners	2

H-1 HYGIENE SERVICES

- Toilets 6 (3 Females, 2 Males, 1 people with disability)
- (3) Cubicles Female toilets
- (3) Cubicles Male toilets
- (2) Urinals Male toilets

REQUIRED CONSUMABLES

No	Description of Services	Qty	Remarks
1	Air Freshener Dispenser	6	Install and maintain
2	Sensory Hand soap Dispenser	6	Install and maintain
3	Paper Towel Dispenser	6	Install and maintain
4	She Bin	4	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	4	Installed, maintained

			and cleaned twice a Month
6	Wall bins	6	Install and maintain
7	Toilet paper holders TR 2	6	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	3	Install and maintain
	Toilet seat wipes	6	Install and maintain
	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	12 Rolls	Per Month
2	Toilet Papers	01 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	06 refills	Per Month
4	Ammonia liquid	01 x 5Ltr	Per Month
5	Bleach	01 x 5Ltr	Per Month
6	Dish Wash Liquid	01 x 5Ltr	Per Month
7	Dishwashing Swabs	5	Per Month
8	Toilet Bowl Cleaner	02 x 5Ltr	Per Month
9	Toilet Seat wipes	12	Per Month
10	Air freshener refill	12	Per Month
11	Surface Cleaner	02 x 5Ltr	Per Month

I. Physical Address:
Mpumalanga Satellite Office

Garry Mann Building
Cnr Athlone and Escumbee Streets
Witbank

Scope of cleaning services to be rendered by the contractor:

TOTAL OFFICE SPACE (M ²)	153 m ²
1. Number of floors	2
2. Number of Bathrooms / Ablution facilities	3
• Number of Toilets	1 Female, 1 Disabled, 1 Male
• Number of Urinals	1
• Number of Basins	3
3. Number of Boardrooms	1
4. Number of entrances or foyer	1
5. Number of Kitchen areas	1
6. Staircases	1
7. Required number of cleaners	1

I-1 HYGIENE SERVICES

- Toilets 3 (1 Female, 1 Male, 1 people with disability)

- (1) Cubicles Female toilets
- (1) Cubicles Male toilets
- (1) Urinals Male toilets

REQUIRED CONSUMABLES

No	Description of Services	Qty	Remarks
1	Air Freshener Dispenser	3	Install and maintain
2	Sensory Hand soap Dispenser	3	Install and maintain
3	Paper Towel Dispenser	3	Install and maintain
4	She Bin	2	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	2	Installed, maintained and cleaned twice a Month
6	Wall bins	3	Install and maintain
7	Toilet paper holders TR 2	3	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	2	Install and maintain
9	Toilet seat wipes	2	Install and maintain
	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	6 Rolls	Per Month
2	Toilet Papers	01 bale of 24's	Per Month
3	70% acohol Sanitizer refill	04 refills	Per Month
4	Toilet Seat wipes refill	4	Per Month
5	Air freshener refill	6	Per Month
6	Ammonia liquid	01 x 5Ltr	Per Month
7	Bleach	01 x 5Ltr	Per Month
8	Dish Wash Liquid	01 x 5Ltr	Per Month
9	Dishwashing Swabs	5	Per Month
10	Surface Cleaner	02 x 5Ltr	Per Month
11	Toilet Bowl Cleaner	01 x 5Ltr	Per Month

J. NORTH WEST

Physical Address:

**Molopo Shopping Centre
1 Station Road
Mafikeng**

Scope of cleaning services to be rendered by the contractor:

TOTAL OFFICE SPACE (M²)	785 m²
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1. Number of floors	1
2. Number of Bathrooms / Ablution facilities	1 Female, 1 Disabled, 2 Male, 1 Private
• Number of Toilets	
• Number of Urinals	
• Number of Basins	3 Female, 1 Disabled, 2 Male
3. Number of Boardrooms	3
4. Number of entrances or foyer	1
5. Number of Kitchen areas	1
6. Number of Balconies	1
7. Number of lifts	1
8. Staircases	1
9. Required number of cleaners	2

J-1 HYGIENE SERVICES

- Toilets 4 (1 Female, 1 Male, 1 people with disability, 1 Private)
 - (3) Cubicles Female toilets
 - (3) Cubicles Male toilets
 - (1) Private toilet
 - (1) Toilet for people with disabilities
 - (2) Urinals Male toilets

REQUIRED CONSUMABLES

No	Description of Services	Qty	Remarks
1	Air Freshener Dispenser	4	Install and maintain
2	Sensory Hand soap Dispenser	4	Install and maintain
3	Paper Towel dispenser	4	Install and maintain
4	She Bin	5	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	5	Installed, maintained and cleaned twice a Month
6	Wall bins	4	Install and maintain
7	Toilet paper holders TR 2	8	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	4	Install and maintain

9	Toilet seat wipes	8	Install and maintain
	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	8 Rolls	Per Month
2	Toilet Papers	02 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	08 refills	Per Month
4	Ammonia liquid	01 x 5Ltr	Per Month
5	Bleach	01 x 5Ltr	Per Month
6	Dish Wash Liquid	01 x 5Ltr	Per Month
7	Dishwashing Swabs	5	Per Month
8	Toilet Bowl Cleaner	02 x 5Ltr	Per Month
9	Air Freshener refill	8	Per Month
10	Toilet seat wipes	16	Per Month
11	Surface Cleaner	02 x 5Ltr	Per Month

K. North West Satellite Office

Physical Address: Rustenburg Magistrate Court
Klopper Street
Rustenburg

Scope of cleaning services to be rendered by the contractor:

TOTAL OFFICE SPACE (M ²)	30 m ²
1. Number of floors	1
2. Number of Bathrooms / Ablution facilities	2
• Number of Toilets	1 Female, 1 Male
• Number of Urinals	1
• Number of Basins	2
3. Number of Kitchen areas	1
4. Required number of cleaners	1

K-1 HYGIENE SERVICES

- Toilets 2 (1 Female, 1 Male)
 - (1) Cubicles Female toilets
 - (1) Cubicles Male toilets
 - (1) Urinals Male toilets

REQUIRED CONSUMABLES

No	Description of Services	Qty	Remarks
	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	2 Rolls	Per Month
2	Toilet Papers	01 bale of 24's	Per Month
3	70% alcohol Sanitizer refill	04 refills	Per Month
6	Ammonia liquid	01 x 5Ltr	Per Month
7	Bleach	01 x 5Ltr	Per Month
8	Dish Wash Liquid	01 x 5Ltr	Per Month
9	Dishwashing Swabs	5	Per Month
10	Surface Cleaner	01 x 5Ltr	Per Month
11	Toilet Bowl Cleaner	01 x 5Ltr	Per Month

L. NORTHERN CAPE

Physical Address: 39 George Street
Kimberley

Scope of cleaning services to be rendered by the contractor:

TOTAL OFFICE SPACE (M ²)	332 m ²
1. Number of floors	2
2. Number of Bathrooms / Ablution facilities	1 Female, 1 Disabled, 1 Male
• Number of Toilets	
• Number of Urinals	
• Number of Basins	
3. Number of Boardrooms	1
4. Number of entrances or foyer	1
5. Number of Kitchen areas	1
6. Staircases	1
7. Required number of cleaners	1

L-1 HYGIENE SERVICES

- Toilets 3 (1 Female, 1 Male, 1 people with disability)
- (2) Cubicles Female toilets
- (1) Cubicles Male toilets
- (1) Urinals Male toilets

REQUIRED CONSUMABLES

No	Description of Services	Qty	Remarks
1	Air Freshener Dispenser	3	Install and maintain
2	Sensory Hand soap Dispenser	3	Install and maintain
3	Paper Towel dispenser	3	Install and maintain
4	She Bin	4	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	4	Installed, maintained and cleaned twice a Month
6	Wall bins	3	Install and maintain
7	Toilet paper holders TR 2	4	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	2	Install and maintain
9	Toilet seat wipes	3	Install and maintain
	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	6 Rolls	Per Month
2	Toilet Papers	01 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	04 refills	Per Month
4	Ammonia liquid	01 x 5Ltr	Per Month
5	Bleach	01 x 5Ltr	Per Month
6	Dish Wash Liquid	01 x 5Ltr	Per Month
7	Dishwashing Swabs	5	Per Month
8	Toilet Bowl Cleaner	02 x 5Ltr	Per Month
9	Toilet seat wipes	4	Per Month
10	Air Freshener refills	6	Per Month
11	Surface Cleaner	02 x 5Ltr	Per Month

M. WESTERN CAPE

Physical Address: Fintrust Building
Street
Bellville

Scope of cleaning services to be rendered by the contractor:

TOTAL OFFICE SPACE (M ²)	692 m ²
1. Number of floors	1
2. Number of Bathrooms / Ablution facilities	2 Female, 1 Disabled, 3 Male
• Number of Toilets	

• Number of Urinals	0
• Number of Basins	2 Female, 1 Disabled, 3 Male
3. Number of Boardrooms	2
4. Number of Kitchen areas	1
5. Required number of cleaners	2

M-1 HYGIENE SERVICES

- Toilets 6 (2 Females, 3 Males, 1 people with disability)
- (2) Cubicles Female toilets
- (3) Cubicles Male toilets
- (0) Urinals Male toilets

REQUIRED CONSUMABLES

No	Description of Services	Qty	Remarks
1	Air Freshener Dispenser	6	Install and maintain
2	Sensory Hand soap Dispenser	6	Install and maintain
3	Paper Towel dispenser	6	Install and maintain
4	She Bin	3	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	3	Installed, maintained and cleaned twice a Month
6	Wall bins	6	Install and maintain
7	Toilet paper holders TR 2	6	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	4	Install and maintain
9	Toilet seat wipes	5	Install and maintain
	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	12 Rolls	Per Month
2	Toilet Papers	01 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	08 refills	Per Month
4	Air Freshener refill	12	Per Month
5	Toilet seat wipes	10	Per Month
6	Ammonia liquid	02 x 5Ltr	Per Month
7	Bleach	02 x 5Ltr	Per Month
8	Dish Wash Liquid	02 x 5Ltr	Per Month
9	Dishwashing Swabs	5	Per Month
10	Toilet Bowl Cleaner	02 x 5Ltr	Per Month

11	Surface Cleaner	02 x 5Ltr	Per Month
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N. Physical Address:

**Nedbank Building
Cnr York & Langenhoven Streets
George**

Scope of cleaning services to be rendered by the contractor:

TOTAL OFFICE SPACE (M ²)	332 m ²
1. Number of floors	1
2. Number of Bathrooms / Ablution facilities	1 Female, 1 Male
• Number of Toilets	
• Number of Urinals	
• Number of Basins	
3. Number of Boardrooms	1
4. Number of entrances or foyer	1
5. Number of Kitchen areas	1
6. Number of parking bays	2
7. Number of paved areas around	1
8. Required number of cleaners	1

N-1 HYGIENE SERVICES

- Toilets 2 (1 Female, 1Male/people with disability)
- (1) Cubicles Female toilets
- (1) Cubicles Male toilets
- (0) Urinals Male toilets

REQUIRED CONSUMABLES

No	Description of Services	Qty	Remarks
1	Air Freshener Dispenser	2	Install and maintain
2	Sensory Hand soap Dispenser	2	Install and maintain
3	Paper Towel dispenser	2	Install and maintain
4	She Bin	2	Installed, maintained and cleaned twice a Month

5	She Packet Dispenser	2	Installed, maintained and cleaned twice a Month
6	Wall bins	2	Install and maintain
7	Toilet paper holders TR 2	2	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	2	Install and maintain
9	Toilet seat wipes	2	Install and maintain
	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	4 Rolls	Per Month
2	Toilet Papers	01 bale of 24's	Per Month
3	70% acohol Sanitizer refill	04 refills	Per Month
4	Ammonia liquid	01 x 5Ltr	Per Month
5	Bleach	01 x 5Ltr	Per Month
6	Dish Wash Liquid	01 x 5Ltr	Per Month
7	Dishwashing Swabs	5	Per Month
8	Toilet seat wipe refill	4	Per Month
9	Air freshener refill	4	Per Month
10	Toilet Bowl Cleaner	01 x 5Ltr	Per Month
11	Surface Cleaner	02 x 5Ltr	Per Month

1.5 Cleaning Services

Duties	Turnaround time
1.5.1 Entrance Foyers and Reception area: • Mop and dust reception area • Dust and polish reception desk • Wipe all glass doors at reception	Every 2 hours Every 2 hours Daily
1.5.2 Resilient Floors: • Mop all tiled areas • Damp mopping	Twice Daily Daily
1.5.3 Floors (Marble, Terrazzo, Ceramic Tiles etc.) • Sweep with broom • Damp mopping • Machine buff • Scrub	Daily Daily Weekly Monthly
1.5.4 Carpets:	

• Vacuum cleaning of all carpets • Washing of all carpets • Spot cleaning of carpets	Daily Twice Annually Weekly
1.5.5 Parking area: • Sweep • Remove litter & papers • Remove oil spillage with degreaser	Weekly Weekly As necessary
1.5.5 Dusting: • Dust all horizontal surfaces (eye level) • Wipe and dust with surface cleaner all telephones, tables, desks, door handles, computer/s in the office. • Dust and polish all office furniture • Dust all hanging portraits & any other hanging ornaments on wall • Dust all high ledges and fittings • Dust all vertical surfaces (walls, cabinets, etc.) • Dust all window ledges (high and low)	Daily Every 2 hours Daily Daily Weekly Weekly Weekly
1.5.6 Waste Disposal: • Empty and clean all waste baskets • Remove stains and disinfect all waste baskets and bins • Remove all waste to designated area	Twice daily Daily Twice daily
1.5.7 Walls and Paint work: • Spot clean all low surfaces (finger marks, etc.) • Spot clean glass walls/panels, doors and lights switches • Spot clean all aluminium walls (eye level) • Dusting of ceiling	Daily Daily Daily Quarterly

1.5.8 Glass and Metal work: • Clean and polish all bright metal fittings • Spot clean all partition glass • Clean all glass partitioning/panels	Weekly Daily Weekly
1.5.9 Toilets and Showers: • Empty and clean all waste receptacles • Clean basins and urinals • Clean all mirrors • Clean all metal fittings • Spot clean walls, doors and partitions • Damp mop floors • Clean all toilet floors with disinfectant	Twice a day Twice a day Twice a day Twice a day Twice a day Twice a day Twice a day
1.5.9.1 Emergency staircases: • Dust and wipe handrails and fitting • Maintain landings, rails and fittings etc. • Mop the stairs with soap • Sweep staircases	Daily Daily Weekly Daily
1.5.9.2 Window Cleaning: • Clean interior of all windows • Clean reachable exterior of all windows	Quarterly Quarterly
1.5.9.3 Miscellaneous: • Wash vinyl-covered furniture • Vacuum cloth covered furniture • Clean directory boards • Clean all strong / archiving rooms	Weekly Monthly Weekly Weekly
1.5.9.4 Kitchen Areas • Clean Microwave oven • Wipe Fridge • Defrost and clean fridge • Assist with logistical arrangements during meetings	Daily Daily Once a month When necessary

Curtains	Unless otherwise stated, curtains are to be dry-cleaned bi-annually throughout the Provinces
Blinds	Blinds to be dusted every week
Elevators	Clean all elevators inside and outside with a degreasing agent using a cloth that will not scratch the surface - daily
Stairs and Rails	a) Wipe banishers with a damp cloth – daily b) Use polish on wooden banisters that will not scratch the surface, as required – monthly c) Clean all visible pipes – daily; d) Emergency staircases must be cleaned and kept free of obstructions on a weekly basis
Cleaning Time	The servicing time will occur daily during normal office hours (07H00 - 16H00) except where changes are specifically requested by the IPID.
Security	a) All contractors' employees placed on-site must undergo security screening and therefore provide copies of identity documents (ID); and b) All contractors' employees on-site must adhere to all applicable IPID regulations (e.g. security, building regulations and OHSA).
Fire Extinguishers	The service provider and his/her employees shall under no circumstances make use of fire hose reels or other fire extinguishers on-site in the activities not attached to the rendering of the services.
Warning Signs	Legible warning notices or signs shall be exhibited as needed where the rendering of the cleaning services may cause injuries to any person(s).
Inflammable, Poisonous substances	The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the IPID for the rendering of the services or any other purposes.
Damage Compensation	The service provider will be held responsible for any damage or thefts that may be caused, to the premises or contents, by him/her or his/her employees or due to their negligence, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the service provider.
Compliance with Acts and Regulations	The service provider must comply with all the Acts and Regulations applicable to cleaning services.
Training	a) The cleaning and hygiene services staff shall be trained by the service provider in every aspect relating to the handling of all equipment that they use with regards to this contract; and b) The employer will be held responsible for any damages or injuries arising from any misuse or injuries arising from any negligent use of such equipment by one of their "on-site" staff members.
Absenteeism	Should a staff member not be present at work, a replacement by a security screened employee is required by 10H00 of that day. A service provider should maintain a pool of approved temporary staff.

3. EVALUATION PROCESS AND CRITERIA

- Bids will be evaluated in the following 3 phases:
 - i. Mandatory requirements
 - ii. Functionality
 - iii. Price and BBBEE preferential point system

3.1 Phase 1: Mandatory requirements

- a) All bidders must submit proof of registration on the Central Supplier Database (CSD).
- b) Profile of the company, indicating:
 - Address and contact details of Head office including regional/branches;
 - List of regional/ branch offices (if any)
 - Specify main area of speciality;
 - Date since company has been rendering Cleaning Services
 - Proof of cleaners wearing uniform with company logo and equipment;
- c) Proof of public liability (Certified copy of Insurance Policy) or Copy of insurance certificate or a letter of intention (recent quotation) for insurance;
- d) Proof of company registration certificate;
- e) References, including company, nature of contract, contact person, contact number, tender price and contract period. (The Directorate reserves the right to request references pertaining to the outsourced services from the preferred bidders);

REFERENCES / CLEANING CONTRACT DETAILS (Attach separate sheet with all details as requested, mention all previous and current contracts)

Company	Contract period	Nature of Contract	Value of Contract (Tender Price)	Contact person at Company	Contact number at Company

- f) The bidder must attach fully completed and signed SBD forms.

Forms NB!Non-compliance with this will lead to non-responsiveness	Fully Completed, duly signed and Attached	
	Yes	No
• SBD 1 (Invitation to tender)		
• SBD 3.3 (Pricing Schedule) bids not accordance with the Sectoral determination will be regarded as non-responsive		
• SBD 4 (Declaration of Interest)		
• SBD 6.1 (Preferential Claim Form)		
• SBD 8 (Declaration of Interest – Bidder's past SCM practices)		
• SBD 9 (Certificate of Independent Bid Determination)		

- g) Certified copies of Identity Documents of all Directors;
h) 3 years audited financial statement of the company or letter from the Accountant confirming the financial good standing of the company;

➤ **A bid that does not comply with these requirements will be regarded as non-responsive.**

3.2 Phase 2: Functionality:

The bids will be evaluated according to following:

- Functional criteria (100); (A bidder who scored less than 70 out of 100 points will not be considered further).
- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible

for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

- c) Bidders will not rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidder.
- d) Individual value score will be multiplied with the specific weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- e) Any proposal not meeting a minimum score of 70% for functionality will be disqualified.
- f) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- g) The panel members will individually evaluate the responses received against the following criteria as set out below:

EVALUATION CRITERIA

Sub criteria	Description	Weight
Company Experience and projects	a) <u>Company years of cleaning experience:</u> The bidder must submit ▪ proof of company registration certificate; ▪ company profile indicating number of years in cleaning industry.	40 <u>Scoring criteria:</u> 10 years and above = 20 points 8 years = 15 points 5 years = 10 points 2 - 4 years = 5 points Less than 2 years = 0 points
	b) <u>Projects:</u> The bidder must indicate the number of verifiable projects they had with all	<u>Scoring criteria:</u> 5 and above projects = 20 points

	their references.	4 projects = 15 points 2-3 projects = 10 points Less than 2 projects = 0 points
Project Plan	<u>Proposal that outlines the following :</u> 1. Project plan that provides for but not limited to ▪ resources to carry out task, ▪ how quality will be ensured, ▪ communication plans, ▪ breakdown of the roles played by your team members; 2. Implementation plan that provides for the • time frames and • delivery dates; 3. Operational plan; 4. Contingency plan that provides for but not limited to strikes, emergency situation and additional	50 All 4 aspects mentioned in the project plan = 10points 3 aspects mentioned in the projects plan = 7 points 2 aspects mentioned in the projects plan = 4 points 1 aspects mentioned in the project plan = 2 points 2 aspects mentioned in the implementation plan = 10 points 1 aspects mentioned in the implementation plan = 5 points No implementation plan = 0 points Provide operational plan = 10 points No operational plan provided = 0 3 aspects mentioned in the contingency plan = 10 points

	cleaners when needed 5. Training plan for cleaners	2 aspects mentioned in the contingency plan = 6 points 1 aspects mentioned in the contingency plan=3 points No contingency plan provided = 0 points Provide a training plan = 10 points No training plan provided = 0 points
Capacity	a) <u>Organogram</u> Organogram attached listing all team members	10 Provide an organogram = 10 points No organogram provided = 0 points
TOTAL	➤ Minimum score requirements 70%	100

NB! Site Inspection may be conducted

3.3 Phase 3: Evaluation on Price and B-BBEE Contribution Level

✓ A Pricing Schedule must be completed and be included in the tender proposal. Besides the Pricing schedule as contained in SBD 3.3 a detailed pricing schedule needs to be attached in relation to every office in order for the Department to see how the calculations were done to reach your final bid price. Please be as detailed as possible and also ensure that price is inclusive of VAT.

Description				
Province	Cleaning	Hygiene	Consumables	Total
Gauteng	R	R	R	R
Eastern Cape	R	R	R	R
North West	R	R	R	R
Mpumalanga	R	R	R	R
Free State	R	R	R	R
KZN	R	R	R	R
Limpopo	R	R	R	R
Northern Cape	R	R	R	R
Western Cape	R	R	R	R
Total cost for 3 years (Including VAT)	R	R	R	R

Once off installation fee for Hygiene equipment - R

- Shortlisted company will be evaluated in phase three in terms of price and BBBEE points.
- It is expected that the services required will be less than R50 million inclusive of VAT over a period of 36 months and in line of the National Treasury Supply Chain Management prescripts, the 80/20 Preference Point System shall be applicable.

The points obtained will then be converted to 80% of the total points as follows:

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

PRICE AND B-BBEE SCORE		100
1.	PRICE The bid price offered must be VAT inclusive and other related costs as well as be competitive.	80

2.	B-BBEE SCORE	20
TOTAL		100

3. Points

- The Preferential Procurement Regulations 2017 were gazetted on 20 January (No.40553) with effect from 1 April 2017. These regulations require bidders provide relevant proof of their B-BBEE Status Level, the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.
- Valid BBBEE Certificate original or certified copy; An EME and QSE is required to submit a sworn affidavit confirming their annual total revenue and level of black ownership or a BBBEE level verification certificate to claim points as prescribed by regulation 5 and 6 of Preferential Regulations, 2011. Bidders other than EMEs and QSEs are required to submit an original or certified copy of BBBEE status level certificates (Failure to attach the certificate bidder will forfeit points).

The table below depicts the B-BBEE status level of contribution

BBBEE Status Level of Contributor	Number of points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

Failure to capture the required status and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service provider

- The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- Bidders are requested to complete the various preference claim forms in order to claim preference points.

- c) Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- d) The successful bidder who has the intention to appoint a sub-contractor must ensure that such a sub-contractor is tax compliant for the full duration of the contract. Successful bidders are required to provide the accounting officer with written consent from its sub-contractor confirming that SARS may on an ongoing basis during the contract term, disclose the sub-contractor's tax compliance status to the Directorate.
- e) A bidder will not be awarded the points claimed for BBEE status level of contribution if it has indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the contract value to the enterprise that does not qualify for at least the same number of points that the bidder qualifies for unless the intended sub-preferred bidder is an EME that has the capability and ability to execute the subcontract.
- f) Points scored will be rounded off to the nearest 2 decimals.
- g) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- h) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

Total tender price for tender Directorate..... per month		-
Total tender price for tender Directorate..... over 36 months	-	

4. The following must be noted by prospective bidders: -

5.1	Minimum wages
	It is expected that the bidder shall pay his/her employees at least the minimum monthly basic wage, as prescribed by the Labour Relations Act, 1995 (Act No.66 of 1995). The wages must be in line with the promulgation by the Minister of Labour.

5.2	Assumption of duty
	i. The successful bidder and his/her cleaners will be security screened by SSA prior to the commencement of the contract. Copies of ID documents as well as contact numbers of the Directors must be included in the Bid document. ii. Bidders shall be expected to assume duty once all the process have been concluded and on the date agreed upon.
5.3	Price escalation fees
	Escalation fees will be affected on every anniversary and in accordance with the CPI rate.
5.4	General requirements for cleaning and hygiene personnel
	a) At all times Cleaning and Hygiene Services Personnel must be present and acceptable image and appearance which includes amongst others, grooming and others, grooming and other requirements; and b) The Manager, Supervisor, cleaning and hygiene service personnel must at all times present a dedicated attitude. c) The contactors' personnel must at all times refrain from littering and keep the grounds/building/work area occupied by them clean, hygiene and neat; d) Under no circumstances will any Service personnel be allowed to trade on the premises; e) The contractor shall not erect or display any sign, printed matter, painting, nameplates, advertisement and article or object of any nature whatsoever, in or to the Department's buildings or sites or any part thereof without written consent. The contractor shall not publicly display at any site any article or object which might be regarded as objectionable or undesirable; and

	f) Any sign, printed matter, painting, nameplates, advertisements, article or object displayed without written consent or which is regarded as objectionable or undesirable will be removed. The bidder shall be held responsible for the costs of such removal.
5.5	Uniform, identification and documents
	a) The contractor shall ensure that, at the commencement of the contract, all cleaning and hygiene service personnel are deployed in complete uniform. The uniform for the cleaning and hygiene service shall be according to industry standards. Non-compliant personnel will be denied access to IPID premises. b) Bidders must keep proper site files as well as appropriate documents of all personnel, who are employed for rendering the service to the IPID. These documents must be available for inspection by representative of IPID. c) The appropriate documents shall include, inter alia, the following: academic qualifications, training certificates and medical certificates.
5.6	Contact with Departmental Representative
	• The contractor shall furnish a monthly and quarterly report of the cleaning services, problems, etc. which transpired in the previous month to the IPID Auxiliary Services.

5.7 The Department reserve the right to reduce or increase the contract scope during the period of contract.

5.8 Recommended bidder will be expected to submit proof of the following documents within 7 days of appointment by the Department:

1. Proof of COIDA
2. Proof of UIF
3. Proof of Provident Fund

5.9 The successful bidder who appoints a sub-preferred bidder must ensure that such a

sub-preferred bidder is tax compliant for the full duration of the contract. Successful bidder are required to provide the accounting officer with written consent from its sub-preferred bidder confirming that SARS may, on an ongoing basis during the contract term, disclose the sub-preferred bidder's tax compliance status to Directorate;

- 5.10 Preferred bidder must ensure that the sub-preferred bidder (if subcontracting) is registered with Central Supplier Database and is fully compliant. Both the preferred bidder and the sub-preferred bidder (if sub-contracting) CSD numbers should be reflected on the proposal;
- 5.11 The bidder must have a well-established and equipped twenty-four (24) hour contact service for emergency requirements.

6. Liability

- 6.1. The preferred bidder will be liable for all damages or loss suffered by the Directorate as a result of the preferred bidder's own negligence or his/her employee's negligence in the execution of the preferred bidder's responsibilities.
- 6.2 In the case of subcontracting-the subcontractor will be liable for all damages or loss suffered by the Directorate as a result of the preferred bidder's own negligence or his/her employee's negligence in the execution of the preferred bidder's responsibilities.
- 6.3 The Directorate and its employees are indemnified by the preferred bidder against all losses or damages (including any liability, compensation, legal expenses etc.,) following from-
 - 6.3.1 Loss of life or injuries which might be sustained by the preferred bidder's cleaner during the execution of the responsibilities;
 - 6.3.2 Damage to or loss of any equipment or property of the preferred bidder during the execution of its responsibilities;

- 6.3.3 Any claims which might arise from omission, or acts committed, by the preferred bidder's cleaner against third persons (and /or their dependents) whilst such cleaner was on duty.

7. Payments

The Directorate will not make upfront payments to a successful bidder. Payment will only be made after the service has been rendered as agreed by both parties;

8. Information Session

Briefing session will held on the 14 May 2021 at IPID National Office, 473 Stanza Bopape Street, Benstra Building, Acardia,Pretoria

The costs involved in obtaining the bid documentation will be carried by the bidder; downloaded bids will be available for free at www.ipid.gov.za/etenders

NB: The successful bidder will be appointed subject to positive clearance by SSA

Enquiries (For More Information Please Contact):

- Ms F Maseko: fmaseko@ipid.gov.za (012 399 0095)
- Mr Linda Matshela: lmatshele@ipid.gov.za (012 399 0062)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	IPID01/2021/22	CLOSING DATE:	25/05/2021
		CLOSING TIME:	11:00 (am)
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER A COMPREHENSIVE CLEANING AND HYGIENE SERVICES TO INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE (IPID) NATIONAL, PROVINCIAL AND SATELLITES OFFICES NATIONWIDE FOR A PERIOD OF 36 MONTHS.		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS)

BID BOX, GROUND FLOOR, 473 BENSTRA BUILDING, ACARDIA, PRETORIA

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:
☐ Yes		☐ Yes	
☐ No		☐ No	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]			
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
☐		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:

DEPARTMENT/ PUBLIC ENTITY	
CONTACT PERSON	Ms F Maseko
TELEPHONE NUMBER	012 399 0095
FACSIMILE NUMBER	
E-MAIL ADDRESS	fmaseko@ipid.gov.za

TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON	Mr L Matshele
TELEPHONE NUMBER	012 399 0062
FACSIMILE NUMBER	
E-MAIL ADDRESS	lmatshele@ipid.gov.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. 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
(Professional Services)

NAME OF BIDDER:	BID NO.: IPID01/2021/22
CLOSING TIME 11:00	CLOSING DATE 25/05/2021.

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A COMPREHENSIVE CLEANING AND HYGIENE SERVICES FOR INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE (IPID) NATIONAL, PROVINCIAL AND SATELLITE OFFICES NATIONAL, PROVINCIAL AND SATELLITE OFFICES NATIONWIDE FOR A PERIOD OF 36 MONTHS.

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	 days
.....	R.....	 days
.....	R.....	 days
.....	R.....	 days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....

TOTAL: R.....

Name of Bidder:

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

NAME: MS F Maseko
EMAIL: fmaseko@ipid.gov.za
TEL : 012 399 0095

Or for technical information –

NAME: Mr L Matshele
EMAIL: lmatshele@ipid.gov.za
Tel: 012 399 0062

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 a price quotation, advertised competitive bid, limited bid or proposal). 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):

2.4 Company Registration Number:

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 attached 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 any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

1. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 2. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 3. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 4. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

YES/NO

[illegible]

YES/NO

[illegible]

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 IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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 not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

7.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

- 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 least 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 of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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
- (c) 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 (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)