



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

REQUEST FOR BID

BID NUMBER: W11574

DESCRIPTION

**THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING, HYGIENE SERVICES AND
SUPPLY CONSUMABLES TO DEPARTMENT OF WATER AND SANITATION MPUMALANGA
PROVINCIAL OPERATIONS MBOMBELA OFFICE FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

ISSUE DATE: 23 SEPTEMBER 2026

CLOSING DATE: 26 OCTOBER 2026

AND TIME: 11:00

SUBMIT TENDER DOCUMENT

TO

**POSTAL ADDRESS:
DIRECTOR-GENERAL: WATER AND
SANITATION
PRIVATE BAG X 11259
MBOMBELA,1200**

OR

**TO BE DEPOSIT IN:
THE TENDER BOX AT THE ENTRANCE
OF PROROM BUILDING
35 BROWN STREET
MBOMBELA,1200**

TENDERER: (Company address and stamp)

**Please be aware that the Department representative at SCM will never call you and demand
bribes in exchange for a tender. If it happens, please notify the Department**

DIRECTIVE TO BIDDERS ON COMPLETION OF SBD FORMS AND PACKAGING OF BID PROPOSAL

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid Proposals with each document being placed under the correct Annexure.

The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder

The dates on all SBD forms must be a date which is within the bid advert period and the bid proposal must be compiled in line with the Annexures and be labelled as such

TABLE OF CONTENTS FOR BID PROPSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SDB 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.2	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Information in paragraph 2.1.1 must be completed only if one of company directors is employed by the state Bidders' attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bid or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be in line with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this this form is aligned to information contained in the CSD Reports. Eg. Under subcontracting (par 7.1.1) information on whether a company is QSE or EME must be in line with information in the CSD	
BBBEE Certificate/Sworn affidavit	E	Valid BBBEE Certificates/Sworn Affidavits	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
General Conditions of Contract (GCC)	G	This document must be read and clearly understood because it outlines matters relating to contract implementation. The document	
Bid Proposal	H	A detailed bid proposal or Quotation in line with the Specifications must be attached.	

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	W11574	CLOSING DATE:	26 October 2026	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING, HYGIENE SERVICES AND SUPPLY CONSUMABLES TO DEPARTMENT OF WATER AND SANITATION MPUMALANGA PROVINCIAL OPERATIONS MBOMBELA OFFICE FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PROROM BUILDING					
35 BROWN STREET					
MBOMBELA					
1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Bhekithemba Mthethwa	CONTACT PERSON	Mr Mmoye Senyolo		
TELEPHONE NUMBER	013 759 7341	TELEPHONE NUMBER	013 759 7383		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	MthethwaB@dws.gov.za	E-MAIL ADDRESS	SenyoloM@dws.gov.za		
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					
QUOTED PRICE	R				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS 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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

RENDERING OF CLEANING, HYGIENE SERVICES AND SUPPLY CONSUMABLES TO DEPARTMENT OF WATER AND SANITATION MPUMALANGA PROVINCIAL OPERATIONS MBOMBELA OFFICE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. PURPOSE

- 1.1 The purpose of this bid is to procure and appoint a reliable and competent company that will render services in respect of cleaning, hygiene services and supply consumables to the Department of Water and Sanitation Mpumalanga Provincial Operations, Mbombela Office.

2. BACKGROUND INFORMATION

- 2.1.1 Corporate Support Services is a Sub-Directorate in a Chief Directorate Mpumalanga in the Department of Water and Sanitation. Its function is to create an improved physical working environment and provide a secure office accommodation for all the officials within the Department of Water and Sanitation.
- 2.1.2 According to Section 8(1) of Occupational Health and Safety Act (Act 85 of 1993), as amended; the Department is required to provide and maintain, as far as reasonably practicable a working environment that is safe and without risk to the health and its employees.
- 2.1.3 The Provincial Office has appointed seven (7) permanent cleaners who are responsible for cleaning the offices. The appointed service provider will be responsible for cleaning of the common areas.

3. SCOPE OF SERVICES TO BE RENDERED

3.1 BUILDING AND ADDRESS WHERE SERVICE IS REQUIRED.

NO.	SITE/ BUILDING	ADDRESS	SQUARE METRES	NUMBER OF FLOORS	NUMBER OF TOILETS	SPECIFIC AREAS (Common Areas)	SERVICES REQUIRED
1	MBOMBELA: PROROM BUILDING	35 BROWN STREET, MBOMBELA	2500	8	18 cubicles in the Male toilets 17 cubicles in the Female toilets 14 Urinary 29 Hand wash basins.	-ABLUTION FACILITIES -LOBBIES -MAIN ENTRANCE -PARKING BAYS -STAIRCASES -OUTSIDE YARD -3 LIFTS	GENERAL CLEANING DEEP CLEANING REMOVAL OF SANITARY BINS PROVISION OF CONSUMABLES

3.2 NUMBER OF STAFF REQUIRED

BUILDING NAME	NUMBER OF CLEANERS	NUMBER OF SUPERVISORS	TOTAL
PROROM BUILDING	2 (1X Male 1x Female)	1 (1X Supervisor)	3

4. SCOPE OF WORK:

4.1 GENERAL CLEANING:

- * Cleaning of ablution facilities
- * Cleaning of Main Entrance
- * Cleaning of staircases
- * Emptying of ablution facilities bins twice a day and should be washed
- * Dusting of mirrors in ablution facilities and in the lifts.
- * Cleaning of lifts and lobbies
- * Cleaning of parking areas every day in the mornings and when necessary
- * Sanitizing of common areas twice.

CLEANING SERVICE TASK DESCRIPTION	
(A). TOILET CLEANING - CERAMICTILES	
Sweep with a dust control mop	Daily
Clean with a damp mop with +70% alcohol-based disinfectant product that is SABS/SANS Approved.	Twice daily and when required
Strip and seal	Monthly
Clean door handles with +70% alcohol-based disinfectant product that is SABS/SANS Approved	Twice daily and when required
Wipe mirrors and walls with a damp cloth with +70% alcohol-based disinfectant product that is SABS/SANS Approved and dry cloth	Twice daily and when required
Clean hand-wash basins, toilet pans, wall mounted items, wall urinals, with suitably diluted +70% alcohol-based disinfectant product that is SABS Approved which is non-irritable to human skin. Clean all door handles of cubicles Thoroughly clean and disinfect all surface of the appliance, including top and underneath surface of the seat, top cover cistern handle	Twice Daily and when required.

Empty and clean dustbins * Empty all ablution facility waste bins. * Replace bin liners after each bin emptying. * Wash and disinfect waste bins regularly to prevent odours, bacteria, and stains. * Remove waste and dispose of it in designated refuse collection areas in accordance with waste management procedures. * Clean and sanitize bin lids, handles, and surrounding areas. * Ensure bins are always maintained in a hygienic and serviceable condition. * Report damaged or missing bins to the supervisor for replacement. * Prevent overflow by monitoring bin levels throughout the day. * Use appropriate personal protective equipment (PPE) during waste handling and cleaning activities. * Ensure ablution facilities remain clean, sanitary, and free from unpleasant odours	Twice Daily or more frequently where required.
(B). WASTE DISPOSAL	
Dispose SHE Bins and all waste from bins, wash and replace with the new refuse bags. Remove all uric acid encrustation and other deposits from bowls, bends, and flushing rims. Emptying of ablution facilities bins twice a day and should be washed.	Disposal of SHE Bins should be done weekly or when required.
(C) CLEANING OF MAIN ENTRANCE * All entrances must be cleaned thoroughly. * Sanitizing of buildings (inside and outside) once a month and/or when required * Sweep and mop all entrance floors and walkways. * Remove dust, dirt, litter, and debris from the entrance area. * Clean and polish entrance doors, glass panels, and frames. * Wipe and disinfect door handles, push plates, and other high-touch surfaces. * Clean entrance mats and ensure they are properly positioned. * Remove cobwebs from walls, ceilings, corners, and light fittings. * Dust and clean reception counters, display areas, and furniture located at the entrance.	Twice Daily and when required.
(D) CLEANING OF STAIRCASES * Sweep all staircases, landings, and surrounding areas. * Mop staircase steps, landings, and handrails using appropriate cleaning agents. * Remove dust, dirt, litter, and debris from steps and corners. * Clean and disinfect handrails, balustrades, and high-touch surfaces. * Remove stains, marks, and spillages from stairs and landings promptly.	Daily

* Dust and wipe skirting boards, windowsills, and ledges within staircase areas. * Remove cobwebs from walls, ceilings, corners, and light fittings. * Clean staircase windows, glass panels, and door surfaces where applicable. * Empty waste bins located within staircase areas and replaced liners as required. * Ensure staircases are free from slip, trip, and other safety hazards.	
(E) DUSTING OF MIRRORS IN ABLUTION FACILITIES AND IN THE LIFTS * Dust and clean all mirrors in ablution facilities and lifts. * Wipe mirrors using appropriate glass-cleaning products to remove dust, fingerprints, smudges, stains, and watermarks. * Polish mirrors to ensure a streak-free and reflective finish. * Clean mirror frames, edges, and surrounding surfaces. * Remove cobwebs and dust accumulation around mirror areas. * Inspect mirrors for damage, cracks, or defects and report any issues to the supervisor. * Ensure mirrors remain clean and presentable throughout the day, particularly in high-traffic areas. * Use non-abrasive cleaning materials to prevent scratching or damage to mirror surfaces. * Maintain high standards of hygiene and appearance in ablution facilities and lifts at all times.	Daily
(F) CLEANING OF LIFTS AND LOBBIES * Dust and clean all mirrors in ablution facilities and lifts. * Wipe mirrors using appropriate glass-cleaning products to remove dust, fingerprints, smudges, stains, and watermarks. * Polish mirrors to ensure a streak-free and reflective finish. * Clean mirror frames, edges, and surrounding surfaces. * Remove cobwebs and dust accumulation around mirror areas. * Inspect mirrors for damage, cracks, or defects and report any issues to the supervisor. * Ensure mirrors remain clean and presentable throughout the day, particularly in high-traffic areas.	Daily
(G) CLEANING OF PARKING AREAS EVERY DAY IN THE MORNINGS AND WHEN NECESSARY * Sweep and clean all parking areas. * Remove litter, debris, leaves, and any other waste from parking bays, driveways, walkways, and surrounding areas. * Empty waste bins located in parking areas and replaced liners where necessary. * Remove spillages, oil stains, and other contaminants using appropriate cleaning methods and materials.	Daily in the morning and as required throughout the day.

* Clean parking area signage, bollards, barriers, and ticket machines where applicable. * Ensure pedestrian walkways, ramps, and access points are kept clean and free from obstructions. * Clear stormwater drains and gutters of debris to prevent blockages and flooding. * Remove weeds and vegetation growing in paved areas where required. * Identify and report safety hazards, damaged surfaces, poor lighting, vandalism, or other maintenance issues to the supervisor.	
(H) SANITIZING OF COMMON AREAS * Sanitize all common areas. * Clean and disinfect high-touch surfaces, including door handles, handrails, lift buttons, light switches, reception counters, and shared furniture. * Use approved disinfectants and sanitizing products in accordance with health and safety requirements. * Sanitize waiting areas, corridors, lobbies, reception areas, and other shared spaces. * Wipe and disinfect tables, chairs, counters, and other frequently used surfaces. * Ensure all sanitizing activities are carried out without disrupting normal operations. * Replenish hand sanitizers in designated dispensing stations where applicable. * Remove dirt, dust, and debris from surfaces before sanitizing. * Pay special attention to high-traffic areas to reduce the risk of contamination.	Twice daily and as when required.

4.2 CONSUMABLES

Description	Delivery Frequency	Quantities
Air fresheners 250 ML 6000 burst	Monthly Supply	26 per month
Paper towels 1 ply for automated dispenser	Monthly supply	26 per month
Foam Seat Sanitizer 400ml	Monthly Supply	70 per month
2 Ply Toilet Paper, soft ply (29 x 48 pack)	Monthly Supply	29x (48per pack) x per month
She Packet Refill (50 per pack)	Monthly Supply	34 x (50per pack) per month
Hand Foam Soap 800ml	Monthly Supply	50 x per month
Refuse Bags (10X 20 packs)	Monthly Supply	10x(20per pack)x per month
Urinal Screen Deodorizer	Monthly Supply	3x(10 pack)x per month
Size D Batteries for automated paper towel dispensers.	Per Quarter	48
+AA Batteries for air freshener dispensers	Per Quarter	24

4.3 CLEANING MATERIAL

- Pine gel
- Colour coded cloths (Red, Blue, Green)
- Air freshener
- Black dip
- Concrete cleaner
- Ammonia Cream (Handy Andy)

4.4. CLEANING EQUIPMENTS

- Caution board
- Hoover
- Extension cord
- Buffing Machine
- Stripping Machine
- Buffing and Stripping Pads
- Outdoor Broom
- Muslin tool
- Hand Scraper
- Household step ladder
- Scoop & Brush
- Mop trolley with wringer
- 4L Bucket
- Feather Duster

4.5 PPE

- Facial Mask
- Gloves
- Conti Suit
- Safety Boots
- Safety shoe
- Ladies Overalls

5. CONTRACT CONDITIONS

5.1 ROUTINE ACTIVITIES IN OFFICE

The service provider will be responsible for the common areas as indicated. Cleaning work should under no circumstances disrupt the routine activities of the department.

5.2 WORKMANSHIP AND MATERIAL

All work must be of a high standard and executed to the satisfaction of the State. All material, chemicals, etc. must be of good and acceptable quality as per Materials Safety Data Sheet (MSDS). The department is owning the apparatus such as the hand blowers, air freshener dispensers, she bins, automated hand paper towels, toilet seat sanitiser dispensers and hand soap dispensers. The service provider will be expected to replace the batteries of the dispensers.

5.3 COMPLIANCE WITH ACTS AND REGULATIONS

All acts and regulations relating to cleaning services must be strictly adhered to by the contractor.

5.4 ARBITRATION

Parties to this agreement confirm that it has been agreed that no dispute forthcoming from this agreement will be laid before the court. Any dispute arising in respect of any matter in connection with this agreement, or the validity or meaning or execution thereof must be settled through arbitration in accordance with the procedures and ways stipulated hereunder.

- 5.4.1 Within 10 days after agreement could not be reached a party will have the right, by notice to the other, to demand that the dispute be referred to the arbitration in terms of this clause.
- 5.4.2 The parties involved must agree mutually as to who will act as arbiter.
- 5.4.3 The arbiter must notify both parties in advance, regarding the remuneration for these services.
- 5.4.4 Each party must submit a full written view of his case to the arbiter within 30 days of the notification per paragraph 4.1 in which evidence, affidavits, facts, submissions of expert evidence, etc. on which his case rests and he must serve a copy on the other party.
- 5.4.5 Within 14 days after receipt of the copy of the other party's case - view, any party may reply thereto and submit a supplementary piece to the arbiter and serve a copy on the other party.
- 5.4.6 The arbiter must then consider the dispute and decide on the evidence before him without the appearance of any parties or any legal representative before him.
- 5.4.7 The arbiter may make any decision or allocation which in his discretion is fair and appropriate.
- 5.4.8 The arbiter must take the intention of the parties into consideration and make his decision in accordance with the South African Law. He is not strictly bound to the rules of the law but should let himself be guided by the principles of justice and fairness.
- 5.4.9 The findings of the arbiter may include an order which instruct the unsuccessful party to pay the remuneration of the arbiter as well as the expenses of the successful party.
- 5.4.10 This clause holds the irrevocable consent of the parties to the arbitration, and no party shall have the right to withdraw from it or claim that he is not bound by this clause.
- 5.4.11 If a party withdraws from the arbitration, it will be accepted that he consents to the arbiter's findings against him.

6. DEEP CLEANING

The process must be done on quarterly basis in all common areas and as and when needed arises in areas affected.

7. UNACCEPTABLE CLEANING AGENTS

No equipment, utensils or agents that may damage the building, fittings, persons, or contents shall be used.

The State has the right to reject any such equipment, utensils, or agents.

All detergents must be biodegradable/ eco-friendly

The service provider must have the Material Safety Data Sheet (MSDS) for each chemical

8. MACHINES AND EQUIPMENT

The contractor shall refill, empty or clean his machines and equipment only at such places as indicated.

9. WARNING BOARDS

Clearly readable warning boards or signs shall be exhibited where needed where the rendering of the cleaning service may cause injuries to any person(s).

10. INFLAMABLE AND POISONOUS SUBSTANCES

The contractor shall not use or store any poisonous or highly flammable substances on the premises without the written consent of the State for the rendering of the service or any other purposes.

11. LIABILITY

- 11.1 The contractor indemnifies the State herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person or damage or property of the contractor or any other person that may result from or be related to the execution of this contract. Any losses affecting office occupants and that are proven to be done by employees of the service provider, the service provider will be held liable for such losses.

12. DAMAGE COMPENSATION

- 12.1 The contractor will be held responsible for any damage or thefts that may be caused to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties otherwise and a claim for indemnification can accordingly be imposed by the State against the contractor.

12.2 RETIFICATION OF DAMAGES

In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the service, the contractor undertakes to rectify the damage immediately to the satisfaction of the State. If the contractor

fails to act immediately after notification, the State will rectify the damage, and the costs thereof will be recovered from any moneys outstanding.

13. TERMINATION AND/OR WITHDRAWAL

- 13.1 In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the general conditions of Tender, Contract and Order will be applicable.

- 13.2 The State reserves the right to withdraw any part(s) of the premises as a whole from the service, with three months written notification to the contractor. Should a part of the premises be withdrawn the contract amount will be adjusted pro rata from the date of withdrawal. The contractor will be entitled to payment up to the date of withdrawal but will not be entitled to any compensation or damages because of the withdrawal or termination.

- 13.3 Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force majeure (viz major) the State will, in its discretion determine which part(s) of the premises cannot or

should not be put to further use for the original utilisation and in respect of the unusable part(s) of the premises will no longer be bound by the stipulations of this agreement and no claim for indemnification in

the favour of the one party against the other shall result therefrom. In respect of the remaining part(s) of the premises which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change. If the damaged premises is repaired the State can request the contractor to resume the cleaning service by one-month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

14. BREACH OF CONTRACT

If the service is interrupted or temporarily because of labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the contractor, the parties must mutually agree on methods to continue with essential services.

15. CONDITIONS IN RESPECT OF THE PERSONNEL FOR THE CONTRACTOR

- 15.1 The personnel of the contractor will have access to all areas to render the service, subject to other stipulations of this contract. If the service is not rendered on that specific area at a given time, access to that area is forbidden.
- 15.2 Each member of the contractor's personnel must submit a trade health certificate at the start of the cleaning service, and it must be revised annually on the request of the contract person.
- 15.3 Without prejudice to the contractor's responsibility to select his personnel before employment, the State will always have the right to point out staff members of the contractor who is considered a safety, health or security risk or undesirable in which case the contractor will be requested not to utilise such person(s) any longer to honour his obligations in terms of this agreement.
- 15.4 In such a case the contractor will immediately comply with the request, and the contractor will not (because of such a request) be entitled to bring a claim for loss or damage against the State, and the contractor indemnifies the State against any claim from the employee concerned.

16. INSPECTIONS

- 16.1 Personnel of the cleaning service must be trained properly to do the work without interruption.
- 16.2 Inspections must be done daily by the representatives of the Successful Tenderer.
- 16.3 Cleaning material and equipment must be always available.

17. UNSPECIFIED SERVICES

If any unspecified services are required by the occupant of the building and payment must be made for such services, authorisation in the form of an official order form must be obtained in advance.

18. PAYMENTS

Payment will be made monthly on submission of an invoice for the services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Invoices cannot be certified as correct before the work has been properly performed, that is certification can only take place

after the last workday of the month during which the service was rendered. Payment will be made within 30 days after the end of the month during which the service was rendered satisfactorily, and the invoice is correct.

19. REPLACEMENTS

Cleaners must be replaced immediately when they are absent or on leave to correspond with the total number of cleaners as stipulated in the tender document.

20. CONDITIONS OF TENDER

- 20.1 Tenderers must furnish the following information regarding their company as part of the tender.

20.1.1 Number of staff presently employed, divided into -

20.1.1.1 Management personnel.

20.1.1.2 Supervisors; and

20.1.1.3 Cleaners: Full time _____ Part time _____

20.1.2 Addresses of Head Offices.

20.1.3 Business area.

20.1.4 Date since the company renders cleaning services.

20.1.5 Detailed list of current and completed cleaning contracts over the past five years.

20.1.6 Annual turnover.

20.1.7 Names, postal addresses and telephone number(s) of bankers and the name of the contact person as well as approval that financial enquiries may be answered and that financial statements may be supplied on request.

20.1.8 Name, address and telephone number of auditor(s); the name of the contact person and approval that financial enquiries may be answered and that financial statements may be supplied on request.

20.1.9 The amount firm is insured for against public liability and the name and address of the relevant insurance company as well as the policy number.

20.1.10 Details (type, make, model, number) of equipment to be used for the rendering of the service.

21. **CAPACITY OF WORK**

Details of obligations that the tenderer is currently engaged in, the nature thereof and with whom contact can be made for reference purpose must be submitted as an addendum to the tender.

22. **SUPERVISION**

Tenderers must give assurance that all workers will be under proper supervision. Any liaison regarding daily needs will be through the supervision and not directly with the workers.

23. **INSURANCE**

The contractor must arrange the under-mentioned insurance policies with a reputable insurance company or submit documentary proof that such policies are in effect, provided that written proof that the policies are still valid and premiums paid must be provided monthly. On failure to comply, the State reserves the right (but is not compelled to) to pay the premiums and to deduct such payments from money owing to the contractor.

(a) Accident insurance

(b) Unemployment benefit insurance

(c) Public liability in the name of the contractor as well as the State for an amount of at least R1 million.

24. OPERATIONAL PLAN

The tenderer must submit together with his tender a complete trade plan in which, amongst others, the following should be indicated:

24.1 The work method that will be followed for the execution of the contract.

SECTORAL DETERMINATION

The department will make provision for the annual Sectoral Determination for the approved rates by the department of Labor and the advertisement in the Government Gazette.

25. ADMINISTRATIVE COMPLIANCE

NO	CRITERIA	YES	NO
1	Bidders must be registered with National Treasury Central Supplier Database (CSD). Proof in the form of print-out from CSD is required		
2	Tax compliance with SARS (verified through CSD and SARS)		
3	Bidders must complete, sign and submit SBD 1, SBD 3.2, SBD 4, and SBD 6.1		

26. EVALUATION CRITERIA

The Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. A copy of the preferential Procurement Regulations 2022 can be downloaded from www.treasury.gov.za In accordance with the Preferential Procurement Regulations 2022; submissions will be adjudicated on 80/20 points system and the evaluation criteria. three phase evaluation phase criteria will be considered in evaluating the bid as listed below:

Phase 1: Mandatory compliance (if not complied with bid will be disqualified)

Phase 2: Functional / Technical Evaluation

Phase 3: Points awarded for Price and Specific Goals
(80/20 Preferential System)

Phase 1: Mandatory Requirements.

No	Criteria	Yes	No
1	Attach a Valid Letter of Good Standing with Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.		
2	Attach a proof of insurance contract which includes public liability taken with a Financial Service Institution and that is still active or a provisional acceptance letter, indicating the minimum amount insured of R1 000 000.		
3	Registration Certificate for waste transporter/removal. Attach copy of valid Medical Waste Management certificate in terms of the National Environmental Management: Waste Act 2008 (no.59 of 2008).		

Phase 2: Functionality/Technical Evaluation.

Bidders must score a minimum qualifying score of 65% on functionality to qualify for further evaluation.

The applicable values that will be utilized when scoring each criterion will be values ranging from 0, no information provided, 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent. Bidders must score a minimum qualifying score of 65% on functionality to qualify for further evaluation.		Take Note
CRITERIA	METHOD OF MEASURE	POINTS
COMPANY PROFILE	Detail company profile containing information regarding the experience of the company in rendering cleaning services. The number of years of experience shall be allocated values as follows: • Company with no experience = 0 • Less than 1 year of company experience = 1 • 1 to 2 years company experience = 2 • 3 to 4 years company experience = 3 • 5 to 6 years company experience = 4	20

	• 7 to 8 years company experience = 5	
CONTACTABLE REFERENCES	Provide complete references with contactable details for similar services: • No reference attached = 0 • 1 reference attached = 1 • 2 references attached = 2 • 3 references attached = 3 • 4 references attached = 4 • 5 or more references attached = 5	20
OPERATIONAL PLAN	Operational plan – (The Service provider must provide a presentable proposal on how to carry out the project): Provision of a detailed operational plan proposal addressing: • Work schedule and Execution of work • Utilization of staff • Consumables/Material utilization and replenishment • Clear methodology and application of the operational plan • Additional staff as relievers for cleaners on leave/ sick leave. Operational plan not attached: 0 Operational plan attached with none of the items addressed: 1 Operational plan attached with any one item addressed= 2 Operational plan attached with any two items addressed= 3 Operational plan attached with any three items addressed= 4 Operational plan attached with any four items addressed= 5	30

TECHNICAL AND CONTINGENCY PLAN	Technical and contingency plan detailing information on the below: • List of chemicals to be used with the proof that they are eco-friendly and or biodegradable. (Material Specific Data Sheet) • List of all electrically operated equipment to be used and have South African Bureau of Standards (SABS) endorsement. • List of Protective clothing that are PPE to be issued to cleaners with full descriptions, (photos may be included). • Detailed contingency plan in respect of staffing in the event of strikes, disputes etc • Detailed contingency plan in respect of consumables in the event of shortages etc No Technical and contingency plan provided = 0 Technical and contingency plan with any 1 item above addressed = 1 Technical and contingency plan with any 2 items above addressed = 2 Technical and contingency plan with any 3 items above addressed= 3 Technical and contingency plan with any 4 items above addressed = 4 Technical and contingency plan with any 5 items above addressed= 5	30
TOTAL		100

Phase 3: Price and Specific Goals

In terms of Regulation 5 (2) and 6 (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:

Stipulation of the preference point system

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

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

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

The specific goals allocated points in terms of this tender	Points to be allocated	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

Conditions:

- Only bidders who obtain at least 65% under Functional/Technical evaluation will be considered for further evaluation
- Bidders are kindly requested to submit **one (1)** copy plus the original
- Bidders are further requested to provide separate financial and technical proposal
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.
- The department reserves the right to engage with the successful service provider to negotiate the prices as submitted. If it is envisaged that negotiations will be conducted only with the successful supplier, the negotiations will be based on a best estimate of the cost of the works.

BRIEFING SESSION AND SITE INSPECTION

Non-Compulsory briefing and site inspection sessions will be held at the Department of Water and Sanitation (Mbombela Office- Prorom Building)

The Briefing and Site Inspection sessions provide bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise.

The contacts listed below will be attending to all questions.

<u>No</u>	<u>Bid Technical enquiries</u>	<u>Email Address</u>	<u>Contact Number</u>
1	Mr. Mmoye Senyolo	SenyoloM@dws.gov.za	013 759 7383
<u>No</u>	<u>Bid Administration enquiries</u>	<u>Email Address</u>	
2	Mr. Bhekithemba Mthethwa	MthethwaB@dws.gov.za	013 759 7341

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
		Subtotal	R
		VAT 15%	R
		Grand Total	R

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

- 2.3.1 If so, furnish particulars:

.....

.....

.....

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
(a) Price; and
(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
People with disability	5	
Youth (35 and below)	5	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 80/20 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	100

Price

A maximum of 80 points are allocated for price on the following basis:

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Required Proof Documents

Women

Full CSD Report

Disability

Full CSD Report

Youth

Full CSD Report

Location

Full CSD Report

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Valid BBBEE certificate/sworn affidavit

Consolidated BEE certificate in cases of Joint Venture

Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific

category

P-own = The percentage of equity ownership by the enterprise or business



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

RESOLUTION OF BOARD OF DIRECTORS FOR COMPANY /CLOSE CORPORATION/ PARTNERSHIP

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place) on _____

(date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Water and Sanitation in respect of the following project:

(project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

13			
14			
15			
16			
17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Water and Sanitation in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1.

2.

3.

4.

5.

6.

7.

8

Held at _____ (place) on

_____ (date)

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Water and Sanitation in respect of the following project:

_____ (Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid /Tender Document)

- B. *Mr/Mrs/Ms: _____ in *his/her Capacity as:

(Position in the Enterprise) and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**
3. Should the number of the Duly Authorized Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this **SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Sole Proprietor: LOA

LETTER OF AUTHORITY FOR SOLE PROPRIETOR OR SOLE TRADER

I,hereby confirm that I am the sole owner
of the business trading as

Signature: Sole owner

Date

Witnesses:

1.

Date :

2.

.....

ENTERPRISE STAMP

Any reference to words "Bid" or Bidder" herein and /or in any other documentation shall be constructed to have the same meaning as the words "Tender or Tenderer".

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

- 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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices		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.