

GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

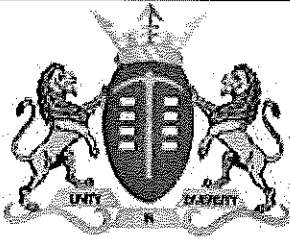
DEPARTMENT	HUMAN SETTLEMENTS
TENDER DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF CLEANING SERVICES AT THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS OFFICES FOR A PERIOD OF THIRTY – SIX (36) MONTHS.
TENDER NUMBER	HLA 4/2/4-2021/01

BRIEFING SESSION	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	SESSION COMPULSORY	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
BRIEFING	VENUE	N/A		TIME	N/A
	DATE	N/A			

CLOSING DATE	13 May 2021
CLOSING TIME	11:00
VALIDITY PERIOD	120 Days

Notes:

- All bids / tenders must be deposited in the Tender Box at the advertised address:
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2017, the General Conditions of Contract (GCC) 2010 and, if applicable, any other special conditions of contract.
- **ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**



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REPUBLIC OF SOUTH AFRICA

ERRATUM

TENDER NUMBER: HLA 4/2/4-2021/01

PLEASE TAKE NOTE OF THE UPDATED/ CORRECTED TENDER DOCUMENT AND EXTENSION OF THE TENDER CLOSING DATE

Tender Number	Service	Compulsory Briefing Session	Evaluation of bids	Closing Date, Venue and Time
HLA 4/2/4-2021/01	Appointment of service provider(s) for the provision of cleaning services at the Gauteng Department of Human Settlements Offices for a period of thirty – six (36) months.	There will be no briefing session.	Bids will be evaluated on functionality, price and preference points.	Date: 13 May 2021 Venue: Department of Human Settlements, 11 Diagonal Street, 3rd Floor Room 301, Marshalltown. Time:11:00

B-BBEE points to be used for this tender:

B-BBEE Status Level Contributor	80/20
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

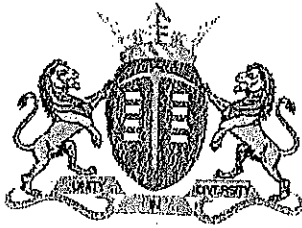
The Department adheres to all relevant Acts , including BEE Act, No 53 Of 2003, PPPFA No 2 of 2000 and its Regulations.

The updated / corrected tender documents can be downloaded from Treasury website from: <https://etenders.treasury.gov.za/> / www.gauteng.gov.za – Human Settlements – Announcements – Human Settlements Advertised tenders from 02 May 2021 and can also be requested by email from infoGDHUS.Tenders@gauteng.gov.za. Completed tender documents clearly marked with the relevant tender number and placed in a sealed envelope must be deposited at the addresses above.

NB: Faxed , electronic or late submissions will not be accepted.

All enquiries related to the content of the Terms of References including technical enquiries may be directed in writing to: infoGDHUS.Tenders@gauteng.gov.za. All the bids advertised will remain valid for 120 days from the official bid closing date. Only companies who have submitted all of the above information will be considered for evaluation process. All shortlisted bids may be subjected to undergo a security screening in terms of Section 2 (1) (b) of the National Security Intelligence Act 7 of 2002 as amended.

ALL OTHER TERMS AND CONDITIONS AS PER THE INITIAL INVITATION REMAIN UNCHANGED.

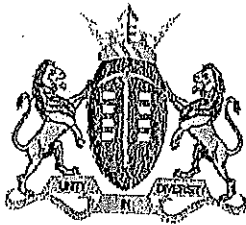


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HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

IT IS A CONDITION OF BIDDING THAT –

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 **Please note that not all Government Institutions will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, bidders must supply printed Tax Clearance Certificate**
- 1.6 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

Registered Suppliers to ensure that all details completed below are CURRENT

MANDATORY SUPPLIER DETAILS	
CSD Supplier number	
Company name (Legal & Trade as)	
Company registration No	
Tax Number	
VAT number (if applicable)	
Street Address	Postal Address
CONTACT DETAILS	
Contact Person	
e-mail address	
Telephone Number	
Cell Number	

NB: Bidders are requested to include their CSD reports in their submission of the tender documents.

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s):

Signature(s):

Date:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HUMAN SETTLEMENTS					
BID NUMBER:	HLA 4/2/4-2021/01	CLOSING DATE:	13 MAY 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER(S) FOR THE PROVISION OF CLEANING SERVICES AT THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS OFFICES FOR A PERIOD OF THIRTY – SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Human Settlements					
11 Diagonal Street,					
3rd Floor Room 301					
Marshalltown					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	infoGDHuS.Tenders@gauteng.gov.za	E-MAIL ADDRESS		E-MAIL ADDRESS	infoGDHuS.Tenders@gauteng.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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> 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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

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

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

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

**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.....DAYS FROM THE CLOSING DATE OF BID.

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

** "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

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

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

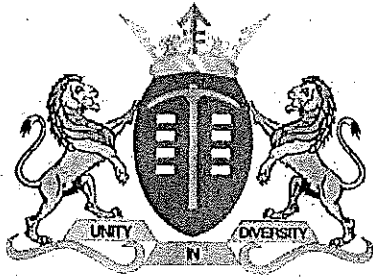
.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR THE PROVISION OF CLEANING SERVICES AT THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. Purpose

The purpose of this document is to provide the Terms of Reference for the provision of cleaning services at the Gauteng Department of Human Settlements Offices and that is Head Office as well as its Regional Offices.

2. Background

The intention of the proposed cleaning services tender is to provide a cleaning service to the Gauteng Department of Human Settlements Offices. In terms of Section 8 of Occupational Health and Safety Act, Act no.85 of 1993 stipulates that 'every employer shall provide and maintain, as far as practicable, a working environment that is safe and without risk to the health of employees. Additionally, it is the employer's duty to adhere and to comply with Environmental Regulations for Workplaces (ERWP) and as such, the department of Human Settlements through its Supply Chain processes, shall procure a service for a period of 36 months which is equivalent to three years. This practice shall also bring and / or address other services such as disinfecting, deep cleaning to ensure that there is less risk in as far as Covid-19 pandemic is concerned.

3. Scope of works

3.1 Cleaning

- Cleaning services to the identified sites.
- The service provider shall make use of SABS approved cleaning detergents; sanitizers and equipment to fulfil the cleaning obligation.
- All chemicals that will be used for cleaning shall have a material safety data sheet.
- The service provider shall utilize a disinfectant for general cleaning of all surfaces, these should not be damaging to the surface materials.
- The cleaning chemicals shall be non-corrosive and shall not form any chemical reaction with animate surfaces and body fluids.
- All cleaning equipment shall be appropriately colour coded in terms of their dedicated cleaning areas i.e. High-risk utility area, Moderate risk utility area and Low risk utility area.
- The Department reserves the right to inspect the premises at any reasonable time to assess the level of service rendered against stipulated specifications.
- Cleaning material supplied by the company will be subjected to testing by the departmental representative when required on the Department's expenses. If the results show that the chemical does not meet the standard the service provider will be penalized.
- It remains the responsibility of the service provider to take all necessary precautionary steps to prevent loss and damage, in cases of loss incurred or intentional damage due to negligence, the contractor would be held liable.

NB: *It is recommended that the cleaning chemicals to be those that are manufactured in South Africa*

3.2 Uniform and Tools

- All staff shall be in uniform when performing duties;
- Uniform shall bear the company name and / or logo;
- Staff shall have name tags for identification;
- The staff shall have minimum of two pairs of uniform, safety boots, winter uniform and Personal Protective Equipment (PPE).
- The appointed service provider shall provide required tools to meet the objectives of the project; and
- No tools will be supplied by the Department.

Please note: With regard to Gauteng Human Settlement Offices (Below) the service provider is expected to supply toilet papers at all times. It is the responsibility of the service provider to ensure that the toilet papers are always available at all times.

GAUTENG DEPARTMENT OF HUMAN SETTLEMENT OFFICES:

No	Site	Staff	Number of Cleaners	Square meter per site
01	Ekurhuleni Regional Office	53	5	2182m2
02	Vereeniging Regional Office	20	2	564m2
03	Meyerton Regional Office	19	2	1210m2
04	Tshwane Regional Office	51	5	6000m2
05	Mogale City Regional Office	33	3	1836m2
06	Johannesburg Regional Office	103	10	5640.16m2
07	11 Diagonal Office	223	20	4400m2
Total	07 Sites	502	47cleaners	21 832 m2

AREAS TO BE SERVICED		FUNCTIONS	FREQUENCY
RECEPTIONS	Tiled Areas	Clean floor/ Damp Mop, Marble Area/Clean/Minor Area/ Treat Furniture	Daily/ as and when required
	Tiled Areas	Clean floor/ Damp Mop, Marble Area/Clean/Minor Area/ Treat Furniture	Daily/ as and when required
	Walls	Wash/Clean	Twice weekly/as and when required
	Display cabinets	Polish	Weekly

	TVs	Wet dust	Daily
	Glass partitioning	Wet dust	Twice, weekly
	Furniture	Clean Wet dust Polish	Daily Weekly Weekly
	Blinds	Steam Clean Feather Dust	Quarterly Daily
	Projectors	Feather Dust	Daily
	Biometric Readers	Wipe dust	Daily
ELEVATORS & LOBBIES			
	Floors	Sweep Floor/Damp Mop	Daily
	Mirrors	Wet dust	Daily
	Door Tracks Handles and knobs Handrails	Wet wipe	Daily
	Lift doors/Entrance Halls	Clean Mop	Daily
	Glass doors	Wash/Clean	Daily
	Skirting	Wash/Clean	Daily
	Electronic Notice Boards	Wipe	Twice Weekly
STAIRS & LANDINGS			
	Clean handrails & fittings	Sweep/Clean/Scrub	Daily
	Clean fire escapes	Damp mop	Weekly

	Walls	Wipe	As required
PARKING AND LIFT LOBBIES			
	Handrails and ledges in lifts	Dam dust	Daily
	Parking bays in basement and ground floors	Clean by means of hosing off with hose pipe	fortnightly
STRONG ROOMS AND STOREROOMS (BASEMENT LEVELS)			
	Floor areas	Wash/Clean/Damp mop	Monthly and on request
	Shelves	Wet dust	On request
	Door (internal/External)	Wet wipe	Weekly and on request
	Handles	Wet wipe	Weekly
COMMON AREAS			
	Tiled floors	Sweep/Mop/Polish	Daily
	Laminated wooden floors	Clean with SABS approved detergent specified for laminated floors	Monday, Wednesday and Friday
	Carpets and chairs	Vacuum/Spot clean Deep clean	Daily Quarterly
	Walls & door frames	Wash/Clean	Weekly
	Glass doors	Wash/Clean	Weekly or on request
	Windowsills / ledges	Wash/Clean	Weekly
	Furniture	Wet dust and Polish	Daily

	Air con vents	Feather dust	Daily
	Mirrors	Wet wipes	Daily
	Picture Frames	Wet dust	Weekly
	Skirting Boards	Clean	Daily
	Soil marks	Spot clean	When necessary
	Blinds	Feather dust and wipe	Bi- weekly
	Handles	Wet wipes	Daily
BALCONIES			
	External	Sweep	Weekly
WINDOWS			
	Windowsills /ledges	Wet dust	Monday, Wednesday and Friday
	Window frames	Dust/Clean	Monthly
	Window- internal	Glass Clean Dust	Quarterly Weekly
OFFICES			
	Tiled floors	Sweep/Mop/Polish	Daily
	Bins	Empty and replenish refuse bag (supplier to provide refuse bags)	Twice Daily
	Laminated wooden floors	Clean with SABS approved detergent specified for laminated floors	Monday, Wednesday and Friday
	Desks	Wet dust Polish	Weekly Weekly

		Clean	Daily
	Furniture and upholstery	Wet wiping leather upholstery vacuuming material base upholstery	Twice a week
	Computers	Dust	Daily
	Cupboards	Dust Polish	Daily Weekly
	Doors and frames	Wet dust	Weekly
	High Ledges and fittings	Dust/Clean	Weekly
	Picture frames	Wet dust	Weekly
	Skirting boards	Dust	Weekly
	Carpets and chairs	Vacuum Deep Clean Wash	Twice weekly twice per annum
	Other equipment i.e. Telephones	Wet wipe	Daily
	Air con and vents	Feather dust	Daily
	Skirting	Wet wipe	Daily
	Handles	Wet wipe	Daily
	Telephones	Dust and disinfect	Daily
	Blinds	Feather dust Wet dust	Daily Monthly
BOARDROOMS			
	Carpets	Vacuum Deep clean	Daily Quarterly
	Soil Marks	Spot clean	When required
	Furniture	Dust/Clean/Polish	Daily

	Bins	Empty, Clean and replenish refuse bag	Twice daily
	Picture Frames	Dust/Clean	Daily
	Skirting	Wash/Clean	Daily
	Handles	Wet wipe	Daily
	Mirrors	Wet dust	Daily
	Projectors / Audio – visual equipment / Whiteboards	Feather dust	Daily
	Blinds	Feather dust Wet wipe	Daily Monthly
KITCHENS AND KITCHENETTE'S			
	Floors	Sweep, Mop & Disinfect	Daily
	Walls/Tiles	Clean and Disinfect	Daily
	Cupboards	Wet wipe	Daily
	Washing basin, sinks	Clean & Disinfect	Daily
	Skirting	Wash/Clean & Disinfect	Daily
	Handles	Clean & Disinfect	Daily
	Kitchen Equipment, i.e. fridges and microwaves	Clean	Daily
	Dishes	Wash	Daily
TOILETS AND SHOWERS			
	Toilet bowels (inner and out surface of pans)	Clean & Disinfect and sanitize	Three times Daily

	Urinals	Clean & Disinfect ensuring no build-up of uric acid or water scale is evident	Three times Daily
	Showers	Clean & Disinfect	Daily
	Hand Basins	Clean & Disinfect	Daily
	Taps	Clean & Disinfect - Use non-corrosive chemicals	
	Toilet Seats and lids	Clean & Disinfect	Three times Daily
	Mirrors	Wet dust Wipe with damp cloth – Use non-corrosive chemicals	Daily and as and when required
	Floor Tiles	Dust, Mop & Disinfect	Daily
	Walls/Doors/Partitions	Dust, Clean and Wash	Twice weekly
	Metals fittings	Dust/Clean and Disinfect /Polish Use non-corrosive chemicals	Daily/once a week
	2 ply toilet paper	Replenish	Daily and as required
	Soap Dispenser	Replenish	Daily and as required
	Bins	Empty & Clean	Three times daily
	Skirting	Wash & Clean	Daily
	Handles	Clean & Disinfect Polish	Daily Weekly
	Bin liners	Replace	Daily
OTHER SERVICES			
	Waste disposal	Provide refuse bags for the bins	Daily

		Empty and clean all waste receptacles	Daily
		Remove all waste specified areas	Daily
		Remove all waste papers daily	Daily

Other requirements (Scope of work)

- (i) Ensure that permission is first obtained from the PC user and switched off by the official.
- (ii) Printers and photocopiers to be dusted when switched off
- (iii) Provide toilet brush for all toilets once off and when required
- (iv) Deep Cleanse toilets on a quarterly basis
- (v) Empty and clean all waste receptacles on a daily basis
- (vi) Remove marks from walls, doors, ceilings, and indicator and selector panels in lifts on a weekly basis
- (vii) Scrub rubbish bins and waste containers on a weekly basis
- (viii) Wash doors. (Fortnightly)

4. WORKING HOURS

- Working days (Excluding Public Holidays)
- Hours: 06H30-15H30

The signature below serves to confirm that (Company name) is agreeing and will deliver according to the cleaning specification of the Gauteng Department of Human Settlements.

DATE.....

SIGNATURE.....

Signed by.....

5. MEETINGS

The following meetings will be required between the Project Manager (PM) and Service Provider (SP).

Monthly unit rounds with Gauteng Department of Human Settlements, Contract Managers and the Service Provider's Operations Managers.

NB: The Department (PM) reserves the right to call for ad hoc meeting(s) as and when deemed necessary.

6. FUNCTIONAL AND DATA REQUIREMENTS

6.1 National Standards

- Occupational Health and Safety Act (No 85 of 1993)
- Hazardous Substance Act (Act No 15 of 1973)

6.2 Other References

- SANS 10025-Customer satisfaction
- SANS 10346-Complaints handling.

6.3 Terms and Definitions

SANS- South African National Standards

7. ENVIRONMENTAL CONDITIONS

- All consumables used shall be environmentally friendly and should keep personnel, customers and members of the public from inadvertent harm.
- The Service Provider shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during execution of work.
- Contaminated products shall be disposed of in a safe and hygienic manner e.g. closed plastic container secured tightly and incinerated afterwards.
- All consumables used shall be environmentally friendly and biodegradable and not hazardous. Certification regarding the consumables must be presented upon request.

8. DOCUMENTATION REQUIREMENTS

Material Safety Data Sheets (MSDS) of all chemicals must be presented upon request by Gauteng Department of Human Settlement /End user.

9. STANDARD OPERATING PROCEDURES

The service provider must:

- Produce a cleaning program, work schedule and an inspection form.
- Procedure for monitoring, evaluating and maintaining quality of service.
- The contract should be in compliance with OHS policy rules and regulations as well as internal management decisions affecting the OHS plan.
- Outcomes of management and contract meetings must be implemented monthly and the site managers must form part of the OHS committee of the department.
- Suppliers to provide OHS plan.

10. OCCUPATIONAL HEALTH AND SAFETY

- The service provider shall ensure that the OHS Act and other legislative prescripts, policies and procedures relating to occupational health and safety are adhered to;
- The service provider shall ensure that all Occupational Health and Safety Standards are complied with and will be kept liable for non-compliance;
- Monthly Occupational Health & Safety inspections will be conducted to ascertain levels of cleanliness.
- Signage should be availed and displayed in areas where cleaning personnel are working.

11. PERSONNEL RESOURCES AND TRAINING

The service provider shall:

- Produce personnel files of all their staff.
- Produce a back-up plan for personnel resources.
- Produce a personnel training file.
- Training must be provided to all cleaners by the company, including new appointees.

12. PRODUCTION RESOURCES

The service provider shall:

- Provide/supply cleaning equipment.
- Provide/supply own personnel protective clothing.
- Provide/supply office electronic equipment's/machinery.
- Provide/supply Industrial Heavy-Duty Carpet Cleaners (Wet and Dry) / and or Provide a contract letter (if outsourced).
- Provide/supply Industrial Vacuum Cleaners.
- Provide/supply single disc Stripping Machine.
- Provide/supply Mop Trolleys.
- Every worker to have own set of the following:
 - Brooms
 - Long/short dusters
 - Mops
 - Scrubbing brushes
 - Buckets
 - Steel wool
 - Buffing Machine
 - Furniture Polish
 - Multi-purpose Cleaner
 - Cleaning Detergents will comply with approved SABS standard
 - Toilet Cleaner
 - Disinfectant hand soap.
 - Dusters
 - Scourers/ steel wool
 - Provide material data sheet for all chemicals

13. SERVICE LEVEL AGREEMENT

The service provider shall enter into a service level agreement with the Department of Human Settlement in respect of cleaning services to be rendered.

14. IMPLEMENTATION OF SERVICES

- The service provider shall provide a project implementation plan detailing allocation of tasks and resources.
- The service provider shall provide customer complaints procedures.
- The service provider shall provide non-toxic approved detergents to ensure Quality of service.
- Provide SABS approved detergents that will not damage carpets

15. DISASTER MANAGEMENT

In case of disaster e.g. flooding, emergency cleaning to be undertaken within 24 hours.

16. EVALUATION METHODOLOGY

16.1 Introduction

The evaluation of bids will be done in terms of the PFMA, the GDHS Supply Chain Policy (SCM Policy for Infrastructure Procurement and Delivery Management) and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2017.

The first stage will be the evaluation of bids on Functionality which consist of Administrative compliance, Mandatory Compliance and pre-qualifying criteria. During this stage, bids that do not meet the minimum threshold for functionality, will be disqualified and will not be considered for the second stage of evaluation, i.e. site visit. During this stage, bids that do not meet the minimum threshold for site visit, will be disqualified and will not be considered for the third stage of evaluation, i.e. evaluation on Price and Preference Points. It must be noted that the functionality and site visit points allocated, will not form part of the total preference points.

The 80/20-point system will apply to this project. 80 points max will apply to Price (Ps) and 20 points max will apply to B-BBEE status. The bid will be evaluated in the three stages stated below:

Stage 1A: Administrative compliance

Stage 1B: Prequalification

Stage 1C: Mandatory compliance

Stage 1D: Functionality

Stage 2: Site Visits

Stage 3: Price and Preference Points evaluation.

- ✓ Price = 80 Points
- ✓ Preference = 20 Points

16.1.1 Stage 1A Administrative Compliance

Administrative compliance comprises of checking if bidders have complied with the requirements as listed below:

Complete, sign and submit all compulsory (Standard Bidding Documents) SBD documents, i.e.

- SBD 1- Invitation to bid;

- SBD 3 – Pricing Schedule
- SBD 4- Declaration of Interest;
- SBD 6.1 – Preference Points Claim Form;
- SBD 8- Declaration of bidder's past Supply Chain Management and
- SBD 9 – Certificate of Independent Bid Determination
- Tax compliance status pin
- Proof of registration with Central Supplier Database
- Company CIPC registration documents
- Company profile

16.1.2 Stage 1B

Pre-qualification

The Department has decided to apply pre-qualification criteria to advance designated groups. The following criteria will be applied to this tender with the specific conditions that interested bidders can respond to with the following requirements:

- A tenderer must be between levels 1 to 4 as a B-BBEE status level contributor, and
- A tenderer must be an Exempted Micro Enterprise or Qualifying Small Enterprise (EME/QSE).

Based on the above bidders are required to submit the following documents together with their bids:

- Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tenders or price quotations, to substantiate their B-BBEE rating claims.
- Tenderers who qualify as Exempted Micro Enterprises (EME) must submit a valid Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths in line with the justices of the Peace and Commissioners of Oaths Act, 1963. Alternatively, the bidder must submit a valid B-BBEE Certificate for Exempted Micro Enterprises issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry (This certificate serves as a sworn affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.)
- In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black-owned, then no B-BBEE Certificate is required as a valid Sworn Affidavit signed by the QSE representative and attested by a Commissioner of Oaths in line with the justices of the Peace and Commissioners of Oaths Act, 1963 will suffice. If the QSE is less than 51% black-owned, then the bidding entity will be required to provide a valid B-BBEE Certificate (issued by an agency accredited by SANAS) or copies thereof.
- In case of B-BBEE certificates - Only B-BBEE Status Level Verification Certificates issued by agencies accredited by SANAS will be accepted.

- In case of a trust, consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS or certified copies thereof, will be accepted.

NB: Note that a sworn affidavit as explained above is to be signed by a commissioner of oath on the same date as the deponent.

NB: Bidders who do not comply with the pre-qualification criteria will be disqualified from further evaluation.

16.1.3 Stage 1C Mandatory Compliance Documents

- Bidders must fully complete and submit all mandatory compliance, failing which they will be disqualified from further evaluation.
 - Certified copy of a valid Compliance Certificate with Unemployment Insurance Fund (UIF)
 - Certified copy of a valid Compensation for Injuries and Diseases Act Certificate (COIDA)
 - Pricing Schedule
 - Submission of a joint venture/consortium agreement signed by all parties to the agreement (where bidders submit proposals as such).

NB: In case of the JV, each company must submit individual documents for Coida and UIF.

16.1.4 STAGE 1D: FUNCTIONALITY:

The following criteria will be used for cleaning evaluation:

Any bidder who does not meet the minimum threshold of 70 points will be eliminated and will not be considered for the next stage of Mandatory Site Visits and Pricing.

TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<p>Important notes to the bidder:</p> <ul style="list-style-type: none"> • The tender will be evaluated in three (3) sections. • Each of the three sections has an individual score. • The three sections give a total of 100. • The three sections are as follows: 	

- Section 1.1: Approach and methodology with a score of 10 points
- Section 1.2: Timelines and governance with a total score of 05 points
- Section 1.3: Allocation of human resources for each activities and deliverables with a score of 05 points
- Section 1.4: Recruitment Strategy with a total score 05 points
- Section 1.5: Contingency Plan with a total score of 05 points
- Section 1.6: Training Plan with a total score of 05 points.
- Section 1.7 Quality and format of the proposal with a total score of 05
- Section 2: Experience of the Operations Manager with a total score of 20 points
- Section 3: Experience of the service provider with a total score of 40 points

SECTION 1: QUALITY OF THE BIDDER'S PROPOSAL

40

Important notes to the bidder:

1. The quality of the bidder's proposal will focus on the following aspects:
 - a. The proposed approach and methodology is detailed and clearly articulated. The approach and methodology is comprehensive and fully aligned to tender terms of reference and scope of work including expected deliverables.
 - b. The proposed approach and methodology meet the timelines proposed by the department or the timelines proposed are closely aligned to the department's expectation.
 - c. The recruitment strategy must address all the recruitment processes undertaken by the bidder including the recruitment of foreign nationals.
 - d. The proposed contingency plan must address all emergency requirements but not limited to strikes / labour unrest, absenteeism, disaster management, etc.
 - e. The proposed training plan must present well-defines training offerings, activities, training timeframes and accreditation
2. The maximum points a bidder can score in this sub-section is 40 points and the lowest score a bidder can score in this sub-section is zero points

Section 1.1: Approach & Methodology

1. This sub-section will focus on how the bidder will approach the scope of work, that is, who will do what by when? How will the proposed methodology achieve the scope of work and the expected deliverables and outputs?
2. The bid submission must include a clear and detailed methodology that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected outputs / deliverables as outlined in the terms of reference.

Project Implementation Plan that indicates the following:

Clearly defined activities that are 100% aligned to each of the key objectives as well as each of the expected outputs / deliverables as outlined in the scope of work = maximum **10 points**

- Detailed methodology should meet 100% of the activities as outlined in the scope of work = 10 points
- Average presentation of methodology should meet a minimum of 60% of the activities outlined in the scope of work = 05 points
- Basic presentation of methodology should meet a minimum of 30% of the activities outlined in the scope of work = 03 points
- No presentation of the methodology = 0 point

Section 1.2: Timelines

Clearly defined timelines that are 100% aligned to each activities and deliverables = maximum 5 points

- Timelines should meet 100% of activities as outlined in the scope of work = 05 points
- Average presentation of timelines should meet a minimum of 60% of activities as outlines in the scope of work = 03 points
- Basic presentation of timelines should meet a minimum of 30% of activities as outlined in the scope of work = 01 points
- None of the above = 0 point

Section 1.3: Allocation of Human Resource

Allocation of Human Resources for each of the activities and deliverables = maximum 5 points

- Allocation of Human Resource should address 100% of activities as outlined in the scope of work = 5 points
- Average presentation of the allocation of Human Resource should address a minimum of 60% of activities as outlined in the scope of work= 03 points
- Basic presentation of allocation of Human Resource should address a minimum of 30% of activities as outlined in the scope of work = 01 points
- None of the above is = 0 point

Section 1.4: Recruitment Strategy

This sub-section will focus on how the bidder will approach the scope of work, that is, the recruitment strategy addressing all the recruitment processes undertaken by the bidder including the recruitment of foreign nationals.

The criteria must address the recruitment processes but not limited to:

1. Job advertisement
2. shortlisting
3. Interviews
4. Pre and post screening
5. Contracting
6. Leave management

7. Skills development
8. Disciplinary processes
9. Code of conduct

- Recruitment strategy that addresses 100% of the requirements = 5 points
- Average presentation of the recruitment strategy that addresses 60% of the requirements = 03 points
- Basic presentation of the recruitment strategy that covers 30% of the minimum requirements = 01 points
- None of the above is = 0 point

Section 1.5: Contingency plan

This sub-section will focus on how the bidder will approach the scope of work, that is, contingency plan that addresses all emergency requirements but not limited to strikes / labour unrest by staff members of the company, absenteeism, disaster management, etc. =

- Contingency plan that addresses 100% of the list provided above = 5 points
- Average presentation of the contingency plan that addresses 60% of the list provided above = 03 points
- Basic presentation of the contingency plan that covers 30% of the list provided above = 01 points
- None of the above is = 0 point

Section 1.6: Training Plan

This sub-section will focus on how the bidder will approach the scope of work, that is, training plan that presents well-defines training offerings, activities, training timeframes and accreditation

- Training Plan that addresses 100% of the requirements listed above = 5 points
- Average presentation of the training plan that addresses 60% of the requirements listed above = 03 points
- Basic presentation of the training plan that addresses 30% of the requirements listed above = 01 points
- None of the above is = 0 point

Section 1.7 Quality and format of the proposal

This sub-section will focus on the quality and the format of the proposal, that is,

- (i) Company profile attached
- (ii) document paginated and
- (iii) indexed.

- The service provider meets all 3 criteria mentioned = 05
- The service provider meets any 2 of the 3 criteria mentioned = 03
- The service provider meets 01 of the 3 criteria mentioned = 01
- The service provider meets none of the criteria mentioned = 0

SECTION 2: EXPERIENCE OF THE OPERATIONS MANAGER	
<p>Important notes to the bidder:</p> <ol style="list-style-type: none"> 1. Years of experience pertains to the experience of the operations manager only. 2. The relevant experience of the operations manager is experience in relation to cleaning industry. 3. A detailed CV for the operations manager allocated to this project must be attached to the bidder's proposal. The CV must provide details with regards to experience that is relevant to the field mentioned above, that is, cleaning. In addition, the CV must include contactable references a certified copy of the Identity document of the operations manager. 4. Only originally certified copies of Identity Document which are not older than 6 months must be submitted as part of the CV that is submitted. 5. The personnel as listed may not be changed for the project duration without prior notice to the Client 6. The maximum points a bidder can score in this section is 20 points and the lowest score a bidder can score in this section is zero points. 	20
5+ years' experience = 20 points	
2+ to 5 years' experience = 15 points	
1+ to 2 years' experience = 10 points	
None of the above = 0 points	
SECTION 3: EXPERIENCE OF THE SERVICE PROVIDER	
<p>Important notes to the bidder:</p> <ol style="list-style-type: none"> 1. Appointment and reference letters must be aligned to similar works, which have been successfully concluded in the previous years or currently active contract. 2. The appointment letter/ Contract / Purchase Order must be accompanied by a corresponding reference letter and must be signed and dated by the company for which the work was done; it must clearly specify the date that the scope of work was conducted; and it must be on an official letterhead of the company for which the work was done. 3. Each appointment letter must be accompanied by a corresponding reference letter 4. These refers to the experience to undertake the scope of work involved in this tender. 5. The Tenderer is required to provide details of previously undertaken in the cleaning industry 6. The maximum points a bidder can score in this section is 40 points and the lowest score a bidder can score in this section is zero points <p><i>In cases where a project was undertaken under a subcontracting arrangement, an appointment letter of a subcontractor or contract or Purchase Order accompanied by a corresponding reference letter from the main contractor is to be attached and is</i></p>	40

<i>compulsory otherwise such an appointment letter as a subcontractor will not be considered.</i>	
6 or more Projects = 40 Points	
3 – 5 Projects = 30 Points	
1 – 2 Projects = 20 Points	
01 relevant project – 05 Points	
Irrelevant Project / Non-submission = Zero point	
TOTAL POINTS	100
MINIMUM THRESHOLD	70

16.1.5 STAGE 1 D: Site Visit Evaluation (80 Points)

The following criteria will be used for site visit evaluation:

NB: No points are allocated for any presentations that would be at the sites during the site visit evaluation.

Any bidder who does not meet the minimum threshold of 60 points will be eliminated and will not be considered for the next stage of Price and Preference.

AREA	COMMENT	POINTS
Personnel Resources	<ul style="list-style-type: none"> The service provider should be able to produce the following records: <ul style="list-style-type: none"> Personnel files of employees in the cleaning company (including but not limited to employment contract, salary advice, proof of UIF registration/contributions, leave forms etc,) = 05 	05
	<ul style="list-style-type: none"> The service provider should at least be able to produce a sample of Personal Protective Clothing, that will be used by the employees. 	05
Production Resources	<ul style="list-style-type: none"> The service provider should be able to provide a sample of the following equipment: <ol style="list-style-type: none"> Industrial Vacuum Machine =10 Ordinary Vacuum Machine= 10 Cleaning and work schedule. = 10 	30
Non-toxic quality approved	<ul style="list-style-type: none"> The service provider should be able to provide a sample of all 5 products listed below: 	10

cleaning products	<ul style="list-style-type: none"> (i) Windows – non ammonia based glass cleaner (ii) Hard surface, table tops, surface desk – Neutral PH Cleaner (iii) Ceramic Floors – Neutral PH to Alkaline De-greaser (iv) Vylil floors and Marmoleum – Neutral PH Cleaner (v) Carpets spot cleaner (Discolouring detergent) <p>The bidder must provide sample of all 5 products to attain full points.</p> <p>NB: Should the bidder provide less that 5 samples; a score of zero (0) will be allocated.</p>	
Locality	<ul style="list-style-type: none"> • Company should have footprint in Gauteng Province in terms of operations 	30
Total points		80
Threshold		60

16.1.6 Stage 2: PRICE AND PREFERENCE POINTS

Price Points	80
BBBEE Points	20

- **NB:** A valid B-BBEE Certificate (in case of JV a consolidated B-BBEE certificate) issued by a SANAS accredited verification agency or a Sworn Affidavit in the case of an Emerging Micro Enterprise (EME) and/or Qualifying Small Enterprises (QSE) signed by both the deponent and the Commissioner of Oaths on the same date.

17. SECURITY SCREENING

The service provider shall be subjected to security screening, and therefore should provide Identity Documents and Curriculum Vitae (CVs) and any other requirement for key members on the team, to the Department Security Risk Management for security vetting.

18. PROJECT DURATION

The project duration will be for a period of 36 months.

19. PAYMENT CONDITIONS

Service providers will be paid within thirty (30) days after receipt of invoices. Payments will be processed per deliverable accomplished to the satisfaction of the Head of Department.

On delivery and installation of each phase an invoice can be submitted for work completed, goods installed and configured.

Payment to suppliers within 30 days of invoice receipt is a national priority. In support of this and towards compliance to section 38 (1) (f) of the PFMA and Treasury Regulation 8.2.3 an executive decision was taken to make Electronic Invoice Submission (EIS) registration compulsory for all GPG suppliers whose tenders are successful.

Assistance will be provided to the successful supplier(s) in this regard once the tender adjudication and warning processes have been concluded and a supplier or supplier(s) appointed.

NB: COMPANY MUST BE REGISTERED ON CENTRAL SUPPLIER DATABASE (CSD)

20. FORMAT AND SUBMISSION OF BID

In order to reduce physical contact, the GDHS requests bidders to submit the soft copy of their bids in a PDF format on a USB or CD together with their manual submissions (**NB: please note that submissions via email will not be accepted**).

All submissions must be both 2 Hard copies and 1 (USB). The proposals must be submitted in (One) 01 sealed envelope containing the proposal (technical response) and the pricing schedule. The submissions must be clearly marked with the description and the RFP number and submitted at 11 Diagonal Street, 3rd floor, Newtown, Johannesburg.

21. ENQUIRIES

21.1 All enquiries related to the content of the Terms of Reference may be directed in writing for attention to Mr Lifi Mahlasela and Mr Boitumelo Jack and or Ms Pulane Mokgwakgwa at infogdhus.tenders@gauteng.gov.za.

21.2 Any other enquiry related to bid process may be directed in writing for attention to Mr Mbuso Mazibuko and Ms Suzy Mokobane at infogdhus@gauteng.gov.za. The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

Each Request for Proposal (RFP) shall comprise of clearly indexed and bound returnable documents as follows:

1	Standard Bid documents (including Annexure A)
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2	Copy of Companies and Intellectual Property Commission (CIPC) registration previously known as CK
3	Valid Tax SARS Issued Pin Code (Which will be verified)
4	Original/Certified valid BBBEE certificate/ Sworn Affidavit in case of EME's and QSE's
5	Proof of company registration on Central Supplier Database (CSD)
6	Company Profile
7	JV/Consortium Agreement
8	Functionality supporting documents
9	Latest Audited Financial Statement for the past two years to be provided. If a company is a new or dormant entity a letter from accountant stating so is required.
10	Other documents



SUMMARY OF PRICING SCHEDULE

YEAR	AMOUNT
Year 1	
Year 2	
Year 3	
Total Amount Inclusive of VAT	

NB: Bidders can use their own pricing template however the total price should be summarized in terms of the above mentioned table.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
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8. Inspections, tests and analysis
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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)