

DRDLR-MP 0001 (2019/2020)

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM - MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.**

Kindly take note that compulsory briefing and site inspection session will be held as follows:

**Date:**

14 May 2019

**Time:**

11:00

**Venue:**

Mpumalanga Provincial Shared Service Centre,  
17 Van Rensburg Street, Nelspruit 1200  
Parking 1<sup>st</sup> floor Packing lot,

**For further enquiries:**

Bid Technical: Ms. Nokuthula Thabethe

Tel: (013) 756 4061

Email [constance.thabethe@drdlr.gov.za](mailto:constance.thabethe@drdlr.gov.za)

Bid Administration: Ms. N Hlatshwayo

Tel: (013) 754 8038 /082 947 1604

E-mail: [nonhlanhla.hlatshwayo@drdlr.gov.za](mailto:nonhlanhla.hlatshwayo@drdlr.gov.za)

Bid Administration: Mr. A Nkuna

Tel: (013) 754 8066

E-mail: [alpheus.nkuna@drdlr.gov.za](mailto:alpheus.nkuna@drdlr.gov.za)



## rural development & land reform

Department:  
Rural Development and Land Reform  
REPUBLIC OF SOUTH AFRICA

### OFFICE OF THE CHIEF REGISTRAR OF DEEDS

Directorate: Supply Chain and Facilities Management Services  
Private Bag X918, PRETORIA, 0001; TEL: (012) 338 7303 FAX: (012) 338 7277 WEB: www.drdir.gov.za

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

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**BID NO:** DRDLR-MP-0001 (2019/2020) **CLOSING TIME:** 11:00 **CLOSING DATE:** 23 MAY 2019

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find:
  - 2.1 Authority to Sign the Standard Bidding Documents (SBDs)  
On behalf of an Entity ..... Page 3 - 4
  - 2.2 Invitation to Bid – SBD 1 ..... Page 5 - 6
  - 2.3 Pricing Schedule (Services) – SBD 3.3 ..... Page 7 -14
  - 2.4 Declaration of Interest – SBD 4 ..... Page 15 - 18
  - 2.5 Preference Points Claim Form – SBD 6.1 ..... Page 19 - 23
  - 2.6 Declaration of Bidder's Past Supply Chain Management  
Practices – SBD 8 ..... Page 24 - 25
  - 2.7 Certificate of Independent Bid Determination – SBD 9 ..... Page 26 - 29
  - 2.8 Supplier Maintenance (Bank Details) Form ..... Page 30 - 31
  - 2.9 Terms of Reference ..... Page 32 - 51
  - 2.10 General Conditions of Contract (GCC) ..... Page 52 - 66
3. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid.

**Bid proposals must be deposited into the Tender/ Bid Box situated at the Department of Rural Development and Land Reform: MPSSC: 17 Van rensburg Street, bateleur Building, Block E, Nelspruit, 1200, by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender / Bid Box on the closing date and time will not be considered.**

Yours faithfully

**SIGNED**  
**DOMINIC FUNDISI**  
**ASSISTANT DIRECTOR: DEMAND AND ACQUISITION MANAGEMENT**  
**DATE: 18 APRIL 2019**

## **AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBDs) ON BEHALF OF AN ENTITY.**

Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

**Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.**

## AUTHORITY OF SIGNATORY

Signatories for companies, close corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

<p><b>MABEL HOUSE (Pty) Ltd</b></p> <p>By resolution of the Board of Directors taken on <i>20 May 2000</i>,</p> <p><b>MR A.F JONES</b></p> <p>has been duly authorised to sign all documents in connection with</p> <p><b>Contract no DRDLR (CRD-10) 2018/19, and any contract which may arise there from,</b></p> <p>on behalf of <i>MABEL HOUSE (Pty) Ltd</i>.</p> <p><b>SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)</b></p> <p><b>IN HIS CAPACITY AS: Managing Director</b></p> <p><b>DATE: 20 May 2000</b></p> <p><b>SIGNATURE OF SIGNATORY: (Signature of A.F Jones)</b></p> <p style="text-align: center;"><b>As witnesses:</b></p> <p>1. ....</p> <p>2. ....</p> <p>Signature of person authorised to sign the tender: .....</p> <p>Date: .....</p>
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## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM					
BID NUMBER:	DRDLR-MP 0001 (2019/2020)	CLOSING DATE:	23 MAY 2019	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM - MPUMALANGA PROVINCILA SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:</b>					
BID RESPONSE MUST BE DEPOSITED INTO THE TENDER/BID BOX SITUATED AT: DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM HEAD OFFICE, OLD BUILDING, 184 JEFF MASEMOLA STREET, PRETORIA					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	NAME:				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 PART B:3 BELOW]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY	RURAL DEVELOPMENT AND LAND REFORM		CONTACT PERSON	MS NOKUTHULA THABETHE	
CONTACT PERSON	ALPHEUS NKUNA		TELEPHONE NUMBER	(013) 754 8012	
TELEPHONE NUMBER	(013) 754 8066		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	<a href="mailto:constance.thabethe@drdlr.gov.za">constance.thabethe@drdlr.gov.za</a>	
E-MAIL ADDRESS	<a href="mailto:Alpheus.nkuna@drdlr.gov.za">Alpheus.nkuna@drdlr.gov.za</a>				

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

Bid No.: .....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE RENDERING OF CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE [SBD 3.3]**

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**PRICING SCHEDULE FOR THE RENDERING OF CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: MPUMALANGA PROVINCIAL SHARED**

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Bid Initials .....  
Bid's Signature.....  
Date:.....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE RENDERING OF CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE [SBD 3.3]**

# SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.

SBD 3.3

PRICING SCHEDULE

NAME OF SERVICE PROVIDER: .....Bid NO.:

CLOSING TIME:

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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1. The accompanying information must be used for the formulation of proposals.

TOTAL PRICE R.....

Bid offer must remain valid for the period of 90 days after the closing date.

- **NB: Monthly costs of supervisor, cleaners and relievers must be inclusive of all hidden costs (UIF, Bonus, COIDA, skills development levy & provident fund)**
- **All cleaning equipment and detergents must be provided by the bidder.**
- **Pricing must be fixed for the duration of the project. Only the wage increment based on a Department of Labour Sectorial wage determination will be considered.**

Bid Initials .....  
Bid's Signature.....  
Date:.....



Name of Bidder: .....

**PRICING SCHEDULE FOR THE RENDERING OF CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE [SBD 3.3]**

**A. LABOUR RATES**

**CLEANER WAGE CALCULATION**

BASIC SALARY	PER CLEANER
Hourly Rate	R
Daily Rate (8 hours per day)	R
Weekly Wage (5 days per week)	R
<b>Basic Monthly Wage (4.333 weeks per month)</b>	<b>R</b>
ADDITIONAL COST	
Provision for annual leave	R
Provision for sick leave	R
Provision for family responsibility leave	R
Provident fund (5.25% of Basic Monthly Wage)	R
Bonus (year-end bonus equivalent to basic monthly wage at minimum /12)	R
UIF (1% of basic monthly wage)	R
COIDA	R
SDL (1% of basic monthly wage)	R
Others (e.g. Uniform)	R
<b>Total Monthly Wage - A</b>	<b>R</b>

**SUPERVISOR WAGE CALCULATION**

BASIC SALARY	PER SUPERVISOR
Hourly Rate	R

Bid Initials .....  
 Bid's Signature..... Page 9 of 63  
 Date:.....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE RENDERING OF CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE [SBD 3.3]**

Daily Rate (8 hours per day)	R
Weekly Wage (5 days per week)	R
<b>Basic Monthly Wage (4.333 weeks per month)</b>	<b>R</b>
<b>ADDITIONAL COST</b>	
Provision for annual leave	R
Provision for sick leave	R
Provision for family responsibility leave	R
Provident fund (5.25% of Basic Monthly Wage)	R
Bonus (year-end bonus equivalent to basic monthly wage at minimum /12)	R
UIF (1% of basic monthly wage)	R
COIDA	R
SDL (1% of basic monthly wage)	R
Others (e.g. Uniform)	R
<b>Total Monthly Wage - B</b>	<b>R</b>

**TABLE 1: CLEANERS AND SUPERVISOR(S)' WAGES**

DESCRIPTION	NUMBER OF CLEANERS/ SUPERVISOR(S) REQUIRED	MONTHLY COST i.e. NUMBER OF CLEANERS/ SUPERVISOR(S) MULTIPLIED BY A ABOVE	CONTRACT PERIOD	TOTAL COST FOR THE FULL DURATION OF CONTRACT
CLEANERS	8	R	36 MONTHS	R
SUPERVISOR(S)	2	R	36 MONTHS	R
SUBTOTAL COST (EXCL VAT)				R
VAT				R
TOTAL COST INCLUDING VAT				R

**TABLE 2: CLEANING EQUIPMENTS, MACHINERY AND CLEANING DETERGENTS**

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
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Bid Initials .....  
 Bid's Signature..... Page 10 of 63  
 Date:.....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE RENDERING OF CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE [SBD 3.3]**

Leased Equipment and Machinery	R.....	36 MONTHS	R.....
Cleaning Detergents as per scope of work	R.....	36 MONTHS	R.....
<b>SUBTOTAL COST ( EXCL VAT)</b>			R.....
<b>OTHER (e.g. Profit, Operational costs, etc.)</b>			R.....
<b>VAT @ 15%</b>			R.....
<b>TOTAL COST FOR THE PROJECT (INCL VAT)</b>			R.....

**TABLE 3. HYGIENE SERVICES AND REPLENISHMENT**

HYGIENE SERVICE TASK DESCRIPTION	MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
SUPPLY, INSTALLATION AND MAINTENANCE OF SANITARY DISPOSAL BINS (20 bins + Weekly replenishment of plastic bins & Removal of waste.)	R.....	36 MONTHS	R.....
SUPPLY , INSTALLATION, MAINTAINANCE AND REPLENISHMENT OF SANITARY BAGS DISPENSER (20 dispensers for 30 per box + Monthly replenishment)	R.....	36 MONTHS	R.....
SUPPLY, INSTALLATION , MAINTAINANCE AND REPLENISHMENT OF TOILET SEAT SANITIZER DISPENSER WITH SANITIZER (30 seat sanitizer holder + bi-Monthly replenishment of sanitizer)	R.....	36 MONTHS	R.....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE RENDERING OF CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE [SBD 3.3]**

<b>REPLENISHMENT OF HAND WASH LIQUID SOAP DISPENSER</b> (20 dispensers + hand wash liquid soap Monthly replenishment 400 ml)	R.....	36 MONTHS	R.....
<b>SUPPLY, INSTALLATION, MAINTENANCE AND REPLENISHMENT OF AUTOMATIC PAPER DISPENSER</b> 17 dispensers + Bi-Monthly replenishment of 500 sheets per dispenser)	R.....	36 MONTHS	R.....
<b>SUPPLY, INSTALLATION, MAINTENANCE AND REPLENISHMENT OF AUTOMATIC AIR FRESHENER DISPENSER</b> (17 dispensers + Monthly replenishment 75ml)	R.....	36 MONTHS	R.....
<b>REPLENISHMENT OF TOILET PAPERS</b> (Daily replenishment of 90 toilet papers of 2 ply)	R.....	36 MONTHS	R.....
<b>SUPPLY AND REPLENISHMENT OF URINAL SANITIZER</b> (10 Urinals + monthly replenishment of sanitizer)	R.....	36 MONTHS	R.....
<b>SUPPLY AND REPLENISHMENT OF AUTO TOILET SANITIZER AND STERILIZER</b> (30 Toilets + monthly replenishment of sanitizer)	R.....	36 MONTHS	R.....
<b>TOTAL COST EXC VAT</b>			R.....
<b>VAT @ 15%</b>			R.....
<b>TOTAL FOR THE DURATION OF THE CONTRACT (INCL VAT)</b>			R.....

Bid Initials .....

Bid's Signature.....

Date:.....

Name of Bidder: .....

**PRICING SCHEDULE FOR THE RENDERING OF CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.**

**PRICING SCHEDULE [SBD 3.3]**

**TABLE 4. SUMMARY OF THE TOTAL COST**

DESCRIPTION	TOTAL COST FOR THE PROJECT
TABLE 1: TOTAL COST CLEANERS AND SUPERVISOR(S)' WAGES	R.....
<b>TABLE 2:</b> TOTAL EQUIPMENT, MACHINERY AND DETERGENTS INCLUDING VAT	R.....
<b>TABLE 3:</b> TOTAL COST FOR HYGIENE SERVICES INCLUDING VAT	R.....
<b>TOTAL BID PRICE</b>	R..... ( Should reflect on SBD 1 as well)

## SBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"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.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have 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

2.9.1 If so, furnish particulars.

.....

.....  
.....

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

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

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

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number



**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....	Closing date:.....
Name of bidder.....	
Postal address .....	
.....	
Signature.....	Name (in print).....
Date.....	

**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 not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** 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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**                      **or**                      **90/10**

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

Where

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES	<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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as  
indicated in paragraph 1 of this form;



- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES
1. ....
2. ....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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?</p> <p><b>(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).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) 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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></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	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <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 bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

<sup>3</sup> 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.

**SBD 9**

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



# DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

## SUPPLIER MAINTENANCE:

BAS  PMIS  LOGIS  WCS   CONTRACTOR CONSULTANT

Head Office Only	
Captured By:	_____
Date Captured:	_____
Authorised By:	_____
Date Authorised:	_____
Supplier code:	_____
Enquiries. :	_____
Tel. No.:	_____

OFFICE: .....

### The Director General : DEPT OF RURAL DEVELOPMENT AND LAND REFORM

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____
Postal and Street Address Detail of the Company / Individual	
Postal Address	_____
Street Address	_____
Postal Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
New Detail	
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information	
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other ( Specify )
Department Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>



**Supplier Account Details**

**This field is compulsory and should be completed by a bank official from the relevant bank**

Account Name

Account Number

Branch Name

Branch Number

Account Type  Cheque Account  
 Savings Account  
 Transmission Account  
 Bond Account  
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number

\*CC Registration

**\*Please include CC/CK where applicable**

Practise Number

**Bank stamp**  
 It is hereby confirmed that this details have been verified against the following screens  
**ABSA-CIF** screen  
**FNB-** Hogans system on the CIS4/CUPR  
**STD** Bank-Look-up-screen  
**Nedbank-** Banking Platform under the Client Details Tab

**Contact Details**

Business

Area Code  Telephone Number  Extension

Home

Area Code  Telephone Number  Extension

Fax

Area Code  Fax Number

Cell

Cell Code  Cell Number

Email Address

Contact Person:

<input type="text"/>	<input type="text"/>
Supplier Signature	Departmental Official
<input type="text"/>	<input type="text"/>
Print Name	Print Name
<input type="text"/>	<input type="text"/>
<input type="text"/>	Rank
<input type="text"/>	<input type="text"/>

**Address of Rural Development and Land Reform Office where form is submitted from**

Date (dd/mm/yyyy)

Date (dd/mm/yyyy)

**NB: All relevant fields must be completed**



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM – MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.**

**PHYSICAL ADDRESS:**

**BLOCK E, 17 VAN RENSBURG STREET  
BATELEUR OFFICE PARK  
NELSPRUIT  
1200**

**&**

**BLOCK D, 18 NEL STREET  
BATELEUR OFFICE PARK  
NELSPRUIT  
1200**

**1. BACKGROUND**

The current cleaning and hygiene services contract will come to an end on 30 April 2019. The procurement process for a new contract must therefore be started to ensure commencement of a new contract with effect from 1<sup>st</sup> May 2019 for a period of 36 Months.

**2. OBJECTIVES**

The objective of the terms of reference is to appoint a suitable Service Provider that will render cleaning and hygiene services in the Department of Rural Development and Land Reform: for the Mpumalanga Provincial Shared Service Centre for a period of thirty six (36) months.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM – MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.**

**3. STAFFING REQUIREMENTS**

- Staff required:
  - Working Supervisor 02
  - Cleaners 08

**3.1 Breakdown of staffing requirements per building**

- Block D- 1 Working Supervisor and 3 Cleaners
- Block E- 1 Working Supervisor and 5 Cleaners

**4. TABLE OF QUANTITIES**

**Cleaning services**

No	Description:	Quantities:	Comments
1	Size of the building(±)	Block D, 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> Floors and Block E 5 <sup>th</sup> , 6 <sup>th</sup> , 7 <sup>th</sup> floors with surrounding areas	Overall approximate size is 3999 m <sup>2</sup>
2	Cleaners required:	02- Supervisor	Total of 02 working-supervisors and 08 cleaners
		08- Cleaners	
3	Number of floors	07	Plus surrounding areas
4	Number-of closed offices	130	Total no of offices is 83 at Block E 7 <sup>th</sup> floor has 26 offices (885m <sup>2</sup> ) 6 <sup>th</sup> floor has 25 offices (883m <sup>2</sup> ) 5 <sup>th</sup> floor has 31 offices (870.30m <sup>2</sup> )
			Total no of offices is 47 at Block D and 1 <sup>th</sup> floor has 4 offices (286.30m <sup>2</sup> ) 2 <sup>nd</sup> floor has 15 offices (358m <sup>2</sup> ) 3 <sup>rd</sup> floor has 13 offices (358m <sup>2</sup> ) 4 <sup>th</sup> floor has 15 offices (354m <sup>2</sup> )
5	Number of boardrooms	07	<b>Block E</b> 7 <sup>th</sup> floor has 2 boardrooms 1 big & 1 small 6 floor has 1 boardroom medium size 5 <sup>th</sup> floor has 1 big boardroom
			<b>Block D</b> 4th floor has 1 small boardroom 3 <sup>rd</sup> floor has 1 small boardroom
6	Server room	01	At Block E. 6 <sup>th</sup> floor (These area require minimal cleaning under supervision)
7	Store/ Strong rooms	11	Included in the overall size
8	Number of toilets	07 Males	NB: The total number of toilets is 17 and there are 30 toilet cubicles, 10 urinals and 30 hand wash basins.
		07 Females	
		03 Disabled	

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9	Kitchens	07	One in each floor
10	Eating areas	03	For Block E only 5 <sup>th</sup> , 6 <sup>th</sup> and 7 <sup>th</sup> floors
11	Passages (07) and lift lobbies (07)	14	Counted as one passage per floor and one lobby per floor regardless of size.
12	Filing and archive Rooms	04	<b>Block E</b> 1 at 6 <sup>th</sup> floor medium size
			<b>Block D</b> 3 at 1st floor 1 small and 2 large
13	Patch Rooms	07	At Block E. (These area require minimal cleaning under supervision)
14	Balcony	20	12 at Block E and 8 at Block D

**Hygiene Services**

Sanitary disposal bins/she-bins( Women cubicles)	17	Supply, installation & Maintenance
Sanitary disposal bins/she-bins( disable cubicles)	03	Supply, installation & Maintenance
Sanitary hygiene bag dispenser	20	Supply, installation & Maintenance
Surface sanitizer holders (sanitizer wipes flushable)	30	Supply, installation & Maintenance
Hand wash liquid soap dispenser	20	Supply, installation & Maintenance
Automatic air freshener dispenser	17	Supply, installation & Maintenance
Automatic paper towel dispenser	17	Supply, installation & Maintenance
Paper towel bins	17	Supply, installation & Maintenance
Toilet paper holder (lockable 3 holder/canister)	30	Supply, Installation & Maintenance
Urinals Drip Sanitizer Dispenser /Auto janitor dispense	14	Supply, installation & Maintenance
Auto Sanitizer	30	Supply, installation & Maintenance
Toilet brush set	30	Supply and Replacement

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**4. SCOPE OF WORK**

<b><u>CLEANING SERVICE TASK DESCRIPTION</u></b>	<b><u>FREQUENCY</u></b>
<b>CLOSED OFFICES (130), BOARDROOM (07) ,</b>	
<u>Laminated flooring :</u>	
<ul style="list-style-type: none"> <li>Sweep floor with a micro fiber dust mop and clean with laminate floor cleaner in a spray (Only spray the micro fiber mop not directly to the floor).</li> </ul>	*Daily
<ul style="list-style-type: none"> <li>Remove stain with laminated floor stain remover</li> </ul>	*Daily
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth e.g. walls, picture frames, glass, directory/ notice boards, artificial plants etc.	*Daily
Spot clean marks from walls, door handles, doors, window handles paint work and light switches	*Daily
Deep cleaning of carpets and upholstered furniture	*Bi- annually and when necessary
Dust furniture and fittings with a dry cloth	*Daily
Dust computers with a dry cloth ( computer cloth)	*Daily
Wipe all telephones with a damp cloth with a suitably diluted disinfectant	*Daily
Empty dust bins and waste paper baskets	*Twice Daily
Wash bins if necessary and replace plastic inners	*Weekly
Apply liquid metal polish, to brass/steel door handles, window stays and window fasteners.	*Monthly
Microwave /fridges and water coolers must be washed with water and detergent	*Daily
Dust of blinds with a feather dust	*Bi-monthly
Clean water jugs and drinking water glasses with dish washing detergent & refill with water	*Daily and upon request
<b>B.CLEANING OF SERVER ROOM (01) AND PATCH ROOMS (07)</b>	
Server room requires minimum cleaning and must be cleaned under supervision. Sweeping, and dusting	*Monthly
<b>C.STORE/STRONG ROOM (11)</b>	
Store/strong room requires minimum cleaning and must be cleaned under supervision (Sweeping, mopping and dusting)	*Monthly
<b>D. KITCHENS (07)</b>	

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<u>Ceramic tiles</u>	
<ul style="list-style-type: none"> <li>Sweep with a dust control mop</li> <li>Clean with a damp mop</li> </ul>	*Daily *Daily
Kitchen sink, cupboards must be cleaned with water and detergent	*Daily
Microwave ovens and fridge must be washed with water and detergent	*Daily
Fridge must be defrosted and washed with water and detergent	*Quarterly
Clean water cooler, water jugs and drinking glasses with dish washing liquid and refill with fresh water.	*Daily
Cutlery and crockery used must be cleaned	*Daily
Empty and clean dust bins	*Daily
Zink must be cleaned with water and detergent	*Daily
Wash bins if necessary and replace plastic inners	*Daily
<b>E. CLEANING OF ENTRANCE FOYERS (07) PASSAGES (07); Balcony (20) AND LIFT LOBBIES(07)</b>	
<u>Carpets entrance Foyer (07)</u>	
<ul style="list-style-type: none"> <li>Spot brush and clean carpets</li> <li>Vacuum thoroughly</li> </ul>	*Daily *Daily
<u>Carpets (07 Passages):</u>	
<ul style="list-style-type: none"> <li>Spot brush and clean carpets</li> <li>Vacuum thoroughly</li> </ul>	*Daily *Daily
<u>Ceramic tiles Lift Lobbies (07)</u>	
<ul style="list-style-type: none"> <li>Sweep with a control mop</li> <li>Clean with a damp mop</li> </ul>	*Daily *Daily
<u>Ceramic tiles balconies (20)</u>	
<ul style="list-style-type: none"> <li>Sweep with a control mop</li> <li>Clean with a damp mop</li> </ul>	*Weekly / when a need arises
Pick up, clean all waste and dispose of all litter.	*Daily
Glass doors at the entrances and passages must be cleaned with a window cleaner.	*Daily & when necessary
Spot clean all glass; windows, doors, door knobs and metal work and dust all accessible ledges to height of 2m.	*Daily

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Dust/ wipe down all horizontal / vertical surfaces with a damp cloth, e.g. walls, handrails/ banisters, directory boards, skirting, etc.	*Daily
<b>F. TOILET CLEANING</b>	
(07 Female toilets with 17 cubicles; 07 Male toilets with 10 cubicles; and 03 Disable toilets with 3 cubicles ( Total number of cubicles is 30) 10 urinals & 30 hand wash basins)	
<u>Ceramic tiles</u>	
<ul style="list-style-type: none"> <li>Sweep with a dust control mop</li> <li>Clean with a damp mop</li> </ul>	* Daily *Daily
Wipe down all horizontal / vertical surfaces with a damp cloth, doors, mirrors, pipes, etc.	*Daily
Wash hand-wash basins, toilet pans, wall urinals, wall mounted items with suitably diluted disinfectant.	*Twice Daily
Sterilize toilet pots	*Once a week
Sterilize urinal bottle trap	*Twice a week
Sterilize hand wash basin	* Twice a week
Empty dust bins	* Daily
Wash bins if necessary and replace plastic inners	*Daily
<b>G. WINDOW CLEANING</b>	
<ul style="list-style-type: none"> <li>Clean accessible interior faces of all windows with a window cleaner.</li> <li>Dust windows</li> <li>Washing of windows internally (window glasses)</li> </ul>	*Weekly *Bi-weekly *Quarterly

**HYGIENE TASK DESCRIPTIONS**

<b>TASK DESCRIPTION</b>	<b>FREQUENCY</b>
<b>A. SANITARY DISPOSAL BINS (SHE- BINS) FOR (WOMAN CUBICLES) &amp; DISABILITY TOILETS (20)</b>	
Sanitary waste must be removed and not stay within the Departmental premises	* weekly
Cleaning of bins with disinfectant cleaner and replacement of inner disposal Plastic bags. <ul style="list-style-type: none"> <li>Must have self-closing tight lids with trap doors with non-touch opening Closing mechanism</li> <li>One (1) bin per female cubicle</li> <li>Sanitary bag dispensers must be replaced free of charge in the event Of mechanical malfunctioning or factory fault</li> </ul>	*Weekly

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<b>B. SANITARY HYGIENE BAGS FOR SANITARY TOWEL(20)</b>	
<p>Supply and replacement of plastic bags with a string (30 plastics)</p> <ul style="list-style-type: none"> <li>Sanitary bag dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul> <p>The approximated quantities of sanitary towels bags are as follows:</p> <p>* 20 bags of 30 plastic Monthly (600 individual plastics)          * 720 bags of plastics for 36 Months</p>	*Twice Weekly
<b>C.SURFACE SEAT SANITIZER (FOAM)</b>	
<p>Refill/replenished the sanitizer wipes</p> <ul style="list-style-type: none"> <li>Surface sanitizer dispenser must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul> <p>The approximated quantities of seat sanitizers are as follows:</p> <p>* 30 X 250ml weekly per cubicle          * 120 sanitizers per month          *4320 over 36 months</p>	* Weekly
<b>D. HAND WASH LIQUID SOAP AND DISPENSER</b>	
<p>Hand wash liquid must be replenished (400ml)</p> <ul style="list-style-type: none"> <li>Hand wash liquid soap must be drip free and not harsh/irritable to the skin (non –ammoniated)</li> <li>Soap dispensers must have a reliable, user friendly pump mechanism</li> <li>Soap dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul> <p>The approximated quantities of hand wash liquid are as follows:</p> <p>* 40 X 400ml bi- Monthly per dispenser          * 1440 over 36 Months</p>	<ul style="list-style-type: none"> <li>Twice Monthly</li> </ul>
<p>Paper towels must be replaced</p> <ul style="list-style-type: none"> <li>Paper towels must be manufactured from a soft, good quality paper tissue</li> <li>Paper towels bins must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> <li>Electronic paper towel dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul>	*when need arise
<b>F.AUTOMATIC AIR FRESHENER (17)</b>	
<p>Air freshener must be refilled and must spray at intervals of 15 minutes</p> <ul style="list-style-type: none"> <li>Automatic air freshener dispenser must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul>	*when need arise



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<b>G. TOILET PAPER HOLDER (30) AND TOILET PAPER</b>	
<ul style="list-style-type: none"> <li>Toilet paper holders must be replaced free of charge in the event of mechanical malfunctioning or factory fault.</li> </ul> <p>Supply &amp; replenishment of 2 –Ply toilet paper rolls (350 sheets) Toilet paper must be manufactured from a soft, good quality paper tissue(SANS Approved)</p> <p>The approximated quantities of toilet papers are as follows:</p> <p>*90 per day *450 per week *1800 per month *64800 for 36 months</p>	<p>*Daily * Replenish when a need arises</p>
<b>H AUTO JANITOR SANITIZER DISPENSER AND DRIP MASTER FOR URINALS, MALE AND FEMALE CUBICLES</b>	
<p>Refill and replenish auto Janitor and drip master sanitizer (400ml)</p> <ul style="list-style-type: none"> <li>The liquid sanitizer and must not be harsh/ irritable to the skin (non-ammoniated).</li> <li>Must be of colour but stain free</li> </ul> <p>Auto Janitor must be replaced free of charge in the event of mechanical malfunctioning or factory fault</p> <p>The approximated quantities of auto janitor liquid are as follows:</p> <p>* 40 sanitizer (400ml) per week * 160 sanitizer (400ml) per month * 5760 for 36 Months</p>	<p>*weekly</p>

**NB: All dispensers should be lockable to prevent theft. The Service Provider must install all dispensers with the costs included in the monthly payments. All dispenser batteries must be of high quality and durability. The batteries must be inspected regularly and replaced accordingly. Upon termination of the contract the Service Provider must remove all equipment from the premises without causing any damages to the property. The service provider will be held liable for any damages and payment may be withheld.**

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**5. MANDATORY REQUIREMENTS**

**Failure to comply with the following requirements and to submit the following documents with the proposal will disqualify the bidder's proposal.**

- 5.1. Compliance with all Tax Clearance requirements. Attach Valid Tax Clearance Certificate/ Compliance tax Pin issued by the South African Revenue Services (SARS). Where Consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate Valid Tax Clearance Certificate.
- 5.2. Bidders are required to be registered on the Central Supplier Database (CSD) and the Department of Rural Development & Land Reform shall verify the Bidder's tax compliance status through CSD
- 5.3. Valid **letter for tender purposes or certificate of compliance** for Unemployment Insurance Fund obtainable from the Department of Labour.
- 5.4. Compensation for Occupational Injuries Disease Act 1993 (COIDA) or valid **letter of good standing** obtainable from the Department of Labour.
- 5.5. A resolution authorizing a person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letterhead.
- 5.6. The Service Provider must submit the existing cover for Public Liability insurance policy from a reputable insurance company **or** submit documentary proof/ letter of intent/Quotation from registered insurers. The cover should be of the minimum value of R1 000 000 Million for the duration of the contract.
- 5.7. If the bidder intends to make use of a subcontractor for sanitary waste removal management, the bidder must submit a valid letter of intent/ Quotation from the registered sanitary waste removal management entity that it is going to subcontract for this purpose, as well as a Valid and Original Tax Clearance Certificate for the entity and a valid sanitary waste removal certificate issued by the relevant authority in respect of the entity. The name and other particulars of such entity must also be specified on the SBD 6.1 form. Where the bidder is not going to subcontract sanitary waste removal management, the bidder must submit a valid sanitary waste removal certificate issued to the bidder by the relevant authority.
- 5.8. Bidders are required to attend the compulsory briefing and site inspection sessions.
- 5.9. Bidders must indicate cleaners' wages in the pricing schedule (SBD 3.3). The wages of the cleaners must not be less than the minimum wage rates and Basic Condition of Employment as prescribed by the Department of Labour. Only the wage adjustments will be accepted based on a sectoral wage determination formula.

**6 EVALUATION CRITERIA**

This bid shall be evaluated in two stages. On first stage bids will be evaluated on functionality whereas on second stage evaluation will be done in accordance with 80/20 preference points system as stipulated below.

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**6.1. First Stage -Evaluation of Functionality**

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criteria ranges from: **1 being Poor, 2 being average, 3 being good ; 4 being very good & 5 being Excellent**

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
<b>1. ABILITY AND CAPABILITY</b>	<p>The bidder must have competent resources (Supervisor) to meet the DRDLR requirements in terms of the required services as specified in the scope of work. The Bidder must provide full details of the working supervisor with the minimum of one (1) year working experience</p>	15	
	<p>Attach CV of a working supervisor, entailing skills to be utilized in the execution of the contract that is (interpersonal; writing and verbal communications) and experience in cleaning and hygiene services.</p>	5	60
	<p>Demonstrate companies' capability / ability in a cleaning industry. The bidder should have successfully completed at least three projects in this industry. All successfully completed projects should add up to a minimum of 24 months</p> <p>Successfully completed add up projects should have costed at least a minimum of R1 million</p> <p>NB: Attach 3 reference letters from contactable corporate or government clients where the bidder has provided similar services. The reference letter must be on the bidders' client letter head and must be duly signed.</p> <p>Proof should include both value and duration of the project (Contract period start and end date; total contract value for each project and contact details in a form of an email, cellphone number, physical address and telephone numbers for authentication purposes)</p>	15	5

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	Training and skills development plan on: OHS, SHE, First Aid, Chemical Training and Housekeeping. (please attach a detailed plan or programme that the cleaners will receive prior commencement of work and for the duration of the contract)	10	
	Bidder's Protective clothing in line with the Occupational Health Safety Act (attach uniform pictures with Company Logo and other related protective clothing)	10	
<b>2. METHODOLOGY</b>	<ul style="list-style-type: none"> <li>Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed (A TO G Task Description).</li> </ul>	30	40
	<ul style="list-style-type: none"> <li>Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan.</li> </ul>	10	
<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b>			<b>100</b>

**6.2.** The Bids that fail to achieve a minimum of **60** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Preference Points System).

**6.3. Second Stage - Evaluation in terms of 80/20 Preference Points System**

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

**6.4. Calculating of points for B-BBEE status level of contribution**

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 6.5.** Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of B-BBEE contribution will be added to the points for price.
- 6.6.** Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor; accounting officer (as contemplated in section 60 94) of the Close Corporation act, 1994 (Act no. 69 of 1984) or an accredited verification agency or a sworn affidavit will be considered for preference points. A trust, Consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status level verification Certificate for every tender.

**7. FORMAT AND SUBMISSION OF BIDS**

- 7.1** Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 7.2** In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to mandatory requirements.
- 7.3** Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 7.4** Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended or withdrawn after its date of submission.

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- 7.5 DRDLR is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and DRDLR may reject any bid. DRDLR reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the RFP.
- 7.6 After careful consideration and thorough examination of the proposals, DRDLR shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements. The lowest price (management fee) offered will not necessarily be a decisive factor in choosing between Proposals.
- 7.7 Bidders which have not been selected shall be informed accordingly in writing and through publication of the successful bidder in the same media that was used to advertise the bid.

**8. COMPULSORY INFORMATION SESSION**

A compulsory Briefing and Site Inspection sessions will be held at **17 Van Rensburg Street; Bateleur Office Park Nelspruit** The compulsory Briefing and Site Inspection session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise.

**9. HEALTH AND SAFETY**

The DRDLR may appoint Health and Safety Inspector to verify the standard and quality of product utilised for general health and safety issues. The service provider will have to cooperate with the health inspector.

**10. SUB-CONTRACTING**

The successful bidder is expected to inform the Department of the sub-contracting arrangements and access to the sub-contracted entities for purposes of quality, compliance check, security and tax issues.

**11. SECURITY AND CONFIDENTIALITY OF INFORMATION**

The successful Bidders must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, both during the contract period and subsequently. Information may only be disclosed to outside sources with the prior, written approval from the DRDLR

**12. TERMS AND CONDITIONS OF THE PROPOSAL**

- 12.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DRDLR Supply Chain Management general contract conditions.

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- 12.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.
- 12.3 In cases where company, partnership or close corporation commences business for the first time or either don't have capital; the following particulars must be furnished:
- 12.3.1 Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g. buying material and equipment.
- 12.3.2 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning materials are available at all times and that it should be replaced as required.
- 12.3.3. All Acts and Regulations relating to cleaning and hygiene services must be adhered to by the Service Provider. All equipment and material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality
- 12.4 Appointed service provider must ensure compliance to wage labour rates as per the Department of Labour's regulation
- 12.5 The Department reserves the right to conduct tests and analysis on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.
- 12.6 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 12.7 Any short coming in these terms of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 12.8 Should the service provider not comply with any of the conditions contained in this terms of reference during the contract period the DRDLR may cancel the contract within one month notice.
- 12.9 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 12.10 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider/ Company.
- 12.11 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- 12.12 Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.
- 12.13 In case where the Department decides to move to another office or close some of the offices information will be communicated prior and the Service Provider will need to make provision.
- 12.14 All cleaning equipment and detergents should be **provided by the bidder.**

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12.15 The pricing must be fixed for the duration of the contract. (Only the wage increment adjustments will be accepted based on a Sectoral wage determination formula, refer to the **Pricing Schedule SBD 3.3**).

12.16 All equipment to be supplied must be durable and SANS approved.

**13. THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM SHALL:**

13.1 Conduct business in a courteous and professional manner with the Service Provider.

13.2 Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.

13.3 Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.

13.4 The DRDLR will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These terms and Conditions will also form part of the service level agreement.

13.5 Not take responsibility of the safe guiding of the cleaning equipment and detergents.

**14. SERVICE LEVEL AGREEMENT**

14.1 The Department of Rural Development and Land Reform and the appointed Service Provider will sign a Service Level Agreement upon appointment. Such Service Level Agreement will amongst others include the following:

- a. Period of Agreement;
- b. Project objectives and scope;
- c. Staffing; cleaning materials and cleaning equipment
- d. Maintenance plan;
- e. Method of Communication;
- f. Reporting relationship;
- g. Deliverables and terms of deliverables;
- h. Uncompleted work;
- i. Disputes; and financial penalties and termination of contract
- j. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department;
- k. No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the Department, except where duly authorized to do so in writing by the Department;
- l. Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department;
- m. The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of the Department;



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM – MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE FOR A PERIOD OF 36 MONTHS.**

- n. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance; and
- o. Note that the department reserves the right to award the bid to more than one service provider.

**13. CONTACT PERSONS:**

<b>Query</b>	<b>Contact Person</b>	<b>Contact Details</b>
Technical d	Ms. Nokuthula Thabethe	013- 754 8012 071 6046076
SCM Related	Mr. Alpheus Nkuna	013-754 8066
Bid Related	Ms. Nonhlanhla Hlatshwayo	013 -754 8038 082 9476304

**14. PUBLICATION**

The bid will be published in the Government Tender Bulletin and Departmental website and will remain open for a period of 21 working days.

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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

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

Js General Conditions of Contract (revised July 2010)