



**RENDERING OF CLEANING AND HYGIENE SERVICES TO GOVERNMENT
COMMUNICATION AND INFORMATION SYSTEM**

RFB 001/2022/2023 (Erratum)

Closing date and time: 23 August 2022 @ 11:00

Compulsory briefing: 30 July 2022 (Saturday) @ 11:00

Bid Validity Period: 120 days

TENDER BOX AND BRIEFING ADDRESS:

Reception

Tshedimosetso House

1035 Francis Baard Street

C/o Francis Baard and Festival Street

Hatfield

0002

SPECIFICATIONS & TERMS OF REFERENCE

RENDERING OF CLEANING & HYGIENE SERVICES FOR A PERIOD OF (THIRTY-SIX) MONTHS TO GOVERNMENT COMMUNICATION & INFORMATION SYSTEM (GCIS) HEAD OFFICE, TSHEDIMOSETSO HOUSE, CNR FRANCIS BAARD & FESTIVAL STREETS, HATFIELD, PRETORIA

AND

IKUSASA BUILDING (GROUND FLOOR) CNR COMMISSIONER AND VON BRANDIS STREET JOHANNESBURG.

RFB NO: 001 /2022/2023

1. BACKGROUND

- 1.1 Government Communication and Information System (GCIS) invites service providers to bid for the rendering of cleaning services and hygiene services for a period of 36 months at Tshedimoseetso House, Cnr Francis Baard and Festival Streets, Hatfield. The size of the building is **24301m²** and the area to be cleaned is **15000 m²** office and **9301 m²** parking area.
- 1.2 Ikusasa Building (ground floor) Cnr Commissioner and Von Brandis Street Johannesburg. The area to be cleaned is 300 square meters.
- 1.3 The mandate of GCIS is to provide strategic communication leadership and support to all government departments. Our vision is to be the pulse of communication excellence in government.
- 1.4 The Facilities Management Directorate is entrusted with the responsibilities of amongst others ensuring that all GCIS staff and visitors experience and operate in a hygienic environment. In order to provide this environment, GCIS would like to appoint a service provider who can provide cleaning services to the premises. GCIS working hours are from 07h30 – 16h30 and may have special or emergency meetings conducted as early as 05:00 as well as cleaning service might be required after hours.
- 1.5 GCIS has a high volume of members of the public who visit the Department's Information Resources Centre situated on the ground and other floors. GCIS also hosts other organs of states and high profile people for press briefings meetings and conferences.

2. DESCRIPTION

- 2.1 The GCIS Head Office is a multi-storey and a 4 star rated green building located on the corner of Festival and Francis Baard Streets in Hatfield, Pretoria. The building (Tshedimoseetso House) received 2014 Nedbank Capital Sustainable Business Awards for Infrastructure and Renewable Energy. Tshedimoseetso House was also awarded the "Overall best innovation merit" at the South African Property Owners Association (SAPOA) International Property Convention & Exhibition awards.
- 2.2 Ikusasa Building situated on the ground floor Cnr Commissioner and Von Brandis Street Johannesburg. The size of the building is 300 square meter. The building have one male and one female bathrooms and one small kitchen.

3. **PURPOSE AND SCOPE**

- 3.1 The purpose of the tender is to appoint a service provider to render cleaning and Hygiene Service at Government Communication & Information System (GCIS) Head Office and at GCIS Gauteng Provincial office in Johannesburg.
- 3.2 The office areas for Head Office are on Ground, Mezzanine, 1st- 5th Floors and parking on Basement 1, Basement 2, Ground and Mezzanine levels.
- 3.3 The cleaning services are limited to the interior of the building (including parking areas) balconies, entrances, Staircases, ramp and furniture in the courtyard/atrium, lifts and bathrooms.
- 3.4 Assist with cleaning of utensils and setting up for meetings.
- 3.5 Cleaning should be completed by 07:30 on workstations when GCIS starts running its business in the mornings.
- 3.6 Number of cleaners to be provided:
 - (1) Supervisor (Head office)
 - (18) Cleaning Staff (Head office)
 - (01) Cleaner (Johannesburg office)

3.7 **The building consists of the following:**

3.7.1 **Offices**

Cellular offices, open plan office, meeting and boardrooms, pause areas, receptions, technical hubs, storerooms, strong rooms, canteen, kitchen, library, registry facilities, auditorium, balconies, wellness center, media monitoring center, conference facilities etc.

3.7.2 **Special Rooms**

Radio studios, video recording studios, photographic studio, video viewing room, record, editing suites, mixing rooms, television (TV) observation room, newspaper cutting area, research rooms, data room, patch rooms, cashier/teller, security surveillance, video and photographic material storage, etc.

3.7.3 **Furniture**

Laminated worktable, wood veneer worktable, melamine, Formica, glass, chair Vulcan fabric, leather, garden furniture, tables, chairs and carpets.

4. **SPECIFIC REQUIREMENTS**

- 4.1.1 The bid proposal must include the provision of staff, cleaning & hygiene services, consumable, chemicals and equipment
- 4.1.2 The chemicals, consumables and equipment that will be used in the department must be SABS approved and suitable for green building.

- 4.1.3 The Service Provider must have an offsite store of where cleaning and hygiene consumables are going to be stored. There must be a plan on how the consumables are going to be replenished to ensure that there is no shortage and ensure business Continuity.
- 4.1.4 The Service Provider must have an operational / project manager immediately available on a 24-hour basis to react in the event of work needed to be done after hours.
- 4.1.5 The Operational Manager and the Supervisor will be expected to have monthly Operational meeting on site and must provide operational report.
- 4.1.6 Service providers should provide quotation for COVID-19 decontaminating building rates per square meter. This will be done on an ad hoc basis or when COVID-19 cases are confirmed in the building.
- 4.1.7 Service providers should provide the rates for conducting building deep cleaning after COVID-19 building decontaminating is conducted. This will be done on an ad hoc basis only when the building is decontaminated after COVID-19 case is confirmed in the building.

5. CLEANING AREA

5.1 CLEANING OF PARKING LEVELS

Mezzanine (M), Ground (G), Basement 1 (P1) and Basement (P2)

TABLE 1: FREQUENCY OF CLEANING PARKING BAYS

Task	Frequency
Dust wall ledges, fire-hose reels, water pipes, light units and concrete ledges.	Weekly
Pick up all scraps of paper and bits of refuse and remove to store room/compactor.	Daily
Deep Cleaning of ramps, steps	Monthly
Deep cleaning of whole parking area with appropriate equipment (like auto scrub)	Monthly
Spot Cleaning of ramps, steps and whole parking area with appropriate equipment (like auto scrub)	Daily
Wipe notice boards and signage with a damp cloth.	Weekly
Open and clean water outlets	Twice Weekly
Spot clean walls	Daily
Sweep staircases	Daily
Remove all paper and cigarette stubs from parking	Daily
Empty refuse bins. Use refuse trolleys that do not damage floors.	Daily
Clean Braai Stands	Daily
Removal of refuse to compactor/storage room.	Daily
Wipe refuse bin with cloth dipped in disinfectant.	Daily
Dust the following:	Daily
• Ceiling light units	
• Fire hose reels	

Task	Frequency
• Public phones	
• Spotlights	
• Hand rails	
• Notice and escape route	
• Rubber hand of escalators. Wipe stubborn stains with damp cloth	
• Air conditioning outlets	
• Seats	

CLEANING OF SERVICE LIFTS

Table 2: FREQUENCY OF CLEANING SERVICE LIFTS

Task	Frequency
Wipe inside and outside doors with a damp cloth.	Daily
Vacuum-clean soft finishing on the inside of lifts.	Daily.
Wipe "hard" lifts sides and push buttons.	Daily
Dust lift ceiling	Daily
Clean all mirrors and lift doors with correct material.	Daily
Professional Cleaning (during the weekend)	Twice annually
Wipe outside of doors, doorframe, floor indicator and knobs with damp cloth	Daily
Sweep and wash lift doorstep	Daily
Remove dirt from grooves	Daily

5.2 CLEANING OF RECEPTION, FOYERS, LIFT LOBBIES AND EMERGENCY STAIR CASES

Table 3: FREQUENCY OF CLEANING OF RECEPTION, FOYERS, LIFT LOBBIES AND EMERGENCY STAIRCASES

Task	Frequency
Vacuum-clean soft floors	Daily
Scrub and wash hard floors.	Daily
Clean and wipe ashtrays in entrance halls.	Daily
Clean and wipe marks off walls.	Daily
Dust and wipe information signs.	Daily
Clean mirrors and internal windows	Daily
Clean corridor doors	Daily
Empty the rubbish bins daily.	Daily
Sweep the emergency stairs	2X per Weekly
Mop/wash the emergency stairs	Weekly

5.3 CLEANING OF OFFICE AREAS

TABLE 4: FREQUENCY OF CLEANING OFFICE AREAS

Task	Frequency
Empty refuse bins and ashtrays.	2x Daily
Dust the following:	
• Air-conditioning outlets	Daily
• Doors	Daily
• Door-frames	Daily
• Walls	Daily
• Light units	Daily
• Heating panels	Daily
• Pelmets	Daily
• Desks	Daily
• Chairs	Daily
• Deep cleaning of chairs (1025)	2X annually
• Number of Chairs (High and Medium back Chair, Visitors Chair, Couches, Tub chair)	1025
• Filing cabinets	Daily
• Partitions	Daily
• Monitors	Daily
• Telephone sets	Daily
• Printers	Daily
• CPU	Two times a day
• Vacuum-clean all carpets and remove spots (spot cleaning)	Twice per week and as when the need arise. • Professional Cleaning (Quarterly (during the weekend)
• Remove spots from walls with damp cloth and appropriate detergent	Daily
• Clean counters and work surfaces	Daily
• Polish wooden finishing and desks	Daily
• Sweep stairs	Daily
• Scrub stairs with scrubbing brush and (hot) water	Daily
• Wash windowpanes, glass and frames – on inside	Daily
• Clean corridor doors	Daily

5.4 CLEANING TOILET AREAS

Table 4: NUMBER OF TOILETS AREA TO BE CLEANED

Floor	Female	Male	Unisex	Shower
Security/Basement			1	
Ground	1	1		
Mezzanine	1	1		2 (1 Male & 1 Female)
1 st	1	1	2	
2 nd	1	1		
3 rd	1	1		
4 th	1	1		
5 th	1	1		
TOTALS	7	7	3	2

Table 5: FREQUENCY OF CLEANING TOILETS AREA

Task	Frequency
Empty refuse bins	3xDaily
Clean and disinfect refuse bins	3xDaily
Replace, replenish and check functioning:	3xDaily
Paper towel rolls	3xDaily
Liquid soap	3xDaily
Toilet paper	3xDaily
Dust/wipe windowsills, towel rolls holder	3xDaily
Sweep toilets. Vacuum-clean where dust may gather	3xDaily
Wipe wall tiles with cloth dipped in diluted disinfectant.	3xDaily
Clean urinals and toilet bowls with scrubbing-brush and light disinfectant. Wipe bowl lids with damp cloth moistened with disinfectant	3xDaily
Clean wash-basin with cloth and disinfectant	3xDaily
Rub and polish mirrors, all porcelain, tiles, pipes, chrome, etc. With a soft dry cloth. Damp cloth where necessary	3xDaily
Mop the floors and use a little disinfectant in water. Remove stubborn stains.	3xDaily
Wipe all doors with a damp cloth and disinfectant depending on finish.	3xDaily
Remove all chewing gum etc. with a putty knife.	3xDaily

5.5 CLEANING KITCHENS AND PAUSE AREAS

Table 6: NUMBER OF KITCHENS AND PAUSE AREAS TO BE CLEANED

Floor	Pause	Kitchen	Eating Area	Bar
Ground		1		2
1st	2		1	1
2nd	2			
3rd	3			
4th	2			
5th	3			1 (Balcony)
TOTAL	12	1	1	4

Table 7: FREQUENCY OF KITCHENS AND PAUSE AREAS TO BE CLEANED

Task	Frequency
• Wash the kitchen utensils and dish cloths upon request;	Daily
• Clean walls, cupboards, mop and vacuum the floor	Daily
• Empty the rubbish bins twice a day	Daily
• There are 5 rubbish bin for Paper,	Daily

5.6 CLEANING OF DATA CENTERS AND SERVER ROOMS ONCE A MONTH:

- 5.6.1 IT Data Centre
- 5.6.2 Audio Visual Server Room
- 5.6.3 Security Server Room
- 5.6.4 CRC Server Room
- 5.6.5 UPS Rooms
- 5.6.6 All Patch rooms
- 5.6.7 Radio Studios
- 5.6.8 Control Rooms

Table 8: NUMBER OF KITCHENS AND PAUSE AREAS TO BE CLEANED

DATA CENTRE CLEANING	MONTHLY
All floors and walls are sealed to prevent against dust and static	
Under-floor void (if present) is visibly clean	
Ceiling void (if present) is visibly clean	
Designated lint-free mop and bucket for data centre floor use only	
No water bucket allowed into the data centre	
Cleaning regime is managed through Standard Operating Procedures SOPs)	

“Sticky anti-static doormats” at all entrances of the computer room	
Shoe socks are used for person movement in the computer room	
PH-Neutral cleaning detergent used for data centre floor	
No presence of air-fresheners in the computer room	
No packing material, food, drinks inside the computer room	
Vacuum cleaners:	
• Equipped with HEPA/S-Class filters (High Efficiency Particulate Air)	
• Has own circuit breaker with earth leakage	
• Only connected to raw power (non-UPS)	
• Grounded to prevent electro-static discharge	

5.7 SURFACES FINISHES DESCRIPTION AND RECOMMENDED CLEANING MATERIAL

Table 9: CLEANING OF CARPET AND FREQUENCY

AREA	FLOOR MATERIAL DESCRIPTION	FREQUENCY	RECOMMENDED CHEMICAL
<ul style="list-style-type: none"> • Press room, Fifth floor executive wing open plan, Offices • and Executive meeting rooms 	NEXUS SOLUTION DYED NYLON Fifth Avenue 100% Stainproof SDX 50 × 50 CM Carpet Tiles Heavy Commercial	<ul style="list-style-type: none"> • Vacuum clean carpet floors two times per week and as when the need arise. • Professional Cleaning Quarterly annually (during the weekend) 	<u>Stain Removal Only</u> Bleach and Water, Pure Acetone and Dry-cleaning fluid
All open Plan Area (Excluding 5th floor Executive wing open plan), All Offices 1st till 5th floor (Excluding Executive wing) And All Meeting Rooms (Excluding Executive meeting rooms)	BERBPOINT 920 Nexus Belgotex Berberpoint 920 Resin BAC 50 × 50 CM Carpet Tiles Stainproof Miracle Fibre (Polyprop) and Stainproof Eco Fibre Blend	<ul style="list-style-type: none"> • Vacuum clean carpet floors twice per week and as when the need arise. • Professional Cleaning Quarterly annually (during the weekend) 	<u>Stain Removal Only</u> Bleach and Water, Pure Acetone and Dry-cleaning fluid
1st and 5th Floor Executive Boardrooms	NEXUS SOLUTION DYED NYLON “Avant GARDE” Broadloom,	<ul style="list-style-type: none"> • Vacuum clean carpet floors twice per week and as when the need arise. Professional Cleaning Quarterly annually (during the weekend)	<u>Stain Removal Only</u> Bleach and Water, Pure Acetone and Dry-cleaning fluid
Ground Floor Executive Boardrooms	NEXUS SOLUTION DYED NYLON “Art Deco” Broadloom,	<ul style="list-style-type: none"> • Vacuum clean carpet floors twice per week and as when the need arise. 	<u>Stain Removal Only</u>

AREA	FLOOR MATERIAL DESCRIPTION	FREQUENCY	RECOMMENDED CHEMICAL
	"Westminster" Broadloom	Professional <ul style="list-style-type: none"> Cleaning Quarterly annually (during the weekend) 	Bleach and Water, Pure Acetone and Dry-cleaning fluid
Ground Floor Waiting Areas	Hand Tufted Wool Inlay Rug	<ul style="list-style-type: none"> Vacuum daily Vacuum both sides well. Professional <ul style="list-style-type: none"> Cleaning Quarterly (during the weekend) 	Shampoo the rug with cool water and mild liquid soap or rug shampoo (don't use strong detergents, ammonia water or sudsy ammonia Water).
Heavy Traffic Areas, Corridors	BERPOINT 920 Nexus Belgotex Berberpoint 920 Resin BAC 50 x 50 CM Carpet Tiles Stainproof Miracle Fibre (Polyprop) and Stainproof Eco Fibre Blend	<ul style="list-style-type: none"> Vacuum daily Professional <ul style="list-style-type: none"> Cleaning Quarterly annually (during the weekend) 	Stain Removal Only Bleach and Water, Pure Acetone and Dry-cleaning fluid

Table 10: CLEANING OF TILES AND FREQUENCY

TILED AREA	FLOOR MATERIAL DESCRIPTION	FREQUENCY	RECOMMENDED CHEMICAL
<ul style="list-style-type: none"> Ground Floor (Iris FMG Tiles) Ground Floor IRC Ground floor opposite auditorium (m2) ALL Pause Area Kitchenettes Mezzanine Shower Floor Fifth Floor DG Bathroom 1st floor Restaurant Kitchen Wellness Centre 	Porcelain Tiles	<ul style="list-style-type: none"> Cleaned daily 	Commercial, High Quality Porcelain Tiles

Table 11: CLEANING OF WALLPAPER AND FREQUENCY

WALLS AREA	WALLS MATERIAL DESCRIPSTION	FREQUENCY	RECOMMENDED CHEMICAL
Wall Papered Walls	Vinyl Wall Coverings	As an when required	Remove ordinary dirt and smudges with clean water and natural sponge (NOT Polyester Sponge)
Ground Floor Ablutions	Marmolite Wall Covering	As an when required	No Detergent of Any Kind
Ground Floor Auditorium	Auditorium Weaver World Vulcan Fabric Operable Walls	As an when required	Professional Dry Cleaning or Hand Clean With Dry foam

5.8 MATERIAL, EQUIPMENT AND METHODOLOGY FOR BUILDING DECONTAMINATING.

5.8.1 Technical specifications of disinfectants for smaller and larger surface areas:

- 5.8.1.1 It should be SABS approved detergents and disinfectants;
- 5.8.1.2 Ethyl alcohol (70%);
- 5.8.1.3 0.5% peroxyacetic acid, 3% hydrogen peroxide, or 500mg/L chlorine dioxide can be adopted for air disinfection, by way of aerosol spray.

5.8.2 Method to Disinfect:

- 5.8.2.1 Micro-fibre cloths must be used to wipe staircases, door handles, and stair rails;
- 5.8.2.2 Bomb forger;
- 5.8.2.3 Thoroughly clean surfaces using detergent and warm water;
- 5.8.2.4 Apply disinfectant to surfaces using disposable alcohol wipes, paper towel or a disposable cloth. If non-disposable cloths are used, ensure they are laundered and dried before reusing;
- 5.8.2.5 Ensure surfaces remain wet for the period of time required to kill the virus (contact time) as specified by the manufacturer's guide; and

5.9 CLEANING AREAS FOR BUILDING DEEP CLEANING

5.9.1 Refer to cleaning areas as per heading number 5.2 to 5.6 of the specification.

6 PROVISION OF HYGIENE SERVICES

- 6.1.1 The service provider will provide hygiene service execution to the prescribed building. This service will be rendered as per the requirement levels defined in the Occupational Health and Safety Act (OHASA and Environmental Management System (EMS) and SABS 00400.
- 6.1.2 The service provider will be requested to provide samples of the materials to be used.
- 6.1.3 Hygiene shall entail the following:

Provision of the following consumables

- Toilet paper
- Liquid hand soap
- Paper hand towels
- Air Fresheners
- Seat Sanitizer

6.2 Installation of the following new equipment's

6.2.1 Installation of hygiene new dispensers in all bathrooms

6.2.2 Installation of the new automated hand towel machines in all bathrooms

Table 12: IN TERMS OF HYGIENE SERVICES, THE SERVICE PROVIDER UNDERTAKES TO DO THE FOLLOWING:

DESCRIPTION OF SERVICES	QTY	FREQUENCY OF MAINTENANCE/ REPLACEMENT
Installation of new hygiene dispensers in all bathrooms. <ul style="list-style-type: none"> • Head office • Johannesburg office 	37 2	Monthly/ as and when required
Installation of new automated hand towel machines in all bathrooms. <ul style="list-style-type: none"> • Head office • Johannesburg office 	25 2	Monthly/ as and when required

Table 13: IN TERMS OF HYGIENE SERVICES, THE SERVICE PROVIDER UNDERTAKES TO DO THE FOLLOWING:

DESCRIPTION OF SERVICES	QTY	FREQUENCY
Service of Stainless Steel SHE Bin	39	Service every 7 th day
Supply of Air Fresheners	16	Twice Monthly
Supply of Seat Spray Sanitizer	55	Weekly
Deep Cleaning hand Basins	73	Weekly
Deep Cleaning Showers	8	Weekly
Deep Cleaning Toilets	54	Weekly
Deep Cleaning Urinals	19	Weekly
Pee mats	19	Weekly
Changing of Urinal Filters	19	Bi Monthly

DESCRIPTION OF SERVICES	QTY	FREQUENCY
Installation of new hygiene dispensers in all bathrooms. <ul style="list-style-type: none"> • Head office • Johannesburg office 	37 2	Daily service
Installation of new automated hand towel machines in all bathrooms. <ul style="list-style-type: none"> • Head office • Johannesburg office 	25 2	Daily service

7 EXCLUSION

7.1 The following services are excluded from this bid:

- 7.1.1 The removal of cutlery from the occupant's workstations on daily basis;
- 7.1.2 Cleaning of audio visual equipment;
- 7.1.3 Cleaning of GCIS personnel personal belongings;
- 7.1.4 External Paving, Sweeping of Atrium/Courtyard, and Garden Services are excluded from the bid.

8 SPECIAL CONDITIONS

- 8.1 GCIS will through the relevant National Intelligence Structure conduct vetting of the successful bidder. This will require certified copies of the identity documents of all the directors of the company, or companies in case of consortiums. Copies of ID's must therefore be attached to the bid proposal.
- 8.2 Employees of the successful Bidder, who will be allocated to GCIS, will also undergo security screening. Identity Documents of all the employees that would be posted to render the services in the building must be attached.
- 8.3 Provide Job Specification for identified staff and all staff members must have name tags when on duty.
- 8.4 The successful Bidder and its employees that will be posted at GCIS will be required to sign a Declaration of Secrecy.
- 8.5 The successful Bidder will be required to sign a Service Level Agreement with the department.
- 8.6 Cleaning staff provided by the company / closed corporation must not be paid below the minimum wage, according to the Wage Determination Act. GCIS will have no responsibility for wage negotiation of cleaning officials provided by the successful Bidder.
- 8.7 All cleaners must receive a pay slip where the following information is clearly identified, but not limited with regards to his / her salary:

- 8.7.1 Rate or salary scale;
- 8.7.2 Deductions;
- 8.7.3 UIF;
- 8.7.4 Union;
- 8.8 To ensure compliance, GCIS reserves the right to request pay slips of the cleaners allocated to the department from the successful bidder.
- 8.9 Each cleaner should have a written work schedule that details their particular areas of responsibility and the times that they are allocated for each task/area.
- 8.10 Service Provider to ensure standards of quality are maintained at all times.
- 8.11 To provide the department with a progress report on a quarterly basis indicating training that has been provided to officials in line with individuals PDP's.
- 8.12 The Service provider must commit to pay 13th cheque to staff members.
- 8.13 The Service provider must, at its own expense, take out sufficient insurance against any claim, cost, loss and /or damage ensuing from its obligation and shall ensure that insurance remain operative for the duration of this agreement.

9 INFORMATION TO BE SUBMITTED BY BIDDERS

- 9.1 Submissions must indicate whether the company is able to meet the requirements.
- 9.2 Provide comprehensive company profile.
- 9.3 An outline of how the services would be rendered, the type of chemicals that would be used and equipment available for cleaning. Proof must be supplied, per chemical, to confirm that the chemicals used are approved by SABS. The Chemicals must be suitable for a green building and be environmental friendly.
- 9.4 The service provider must also provide a project plan that indicates how is the cleaning and hygiene consumables are going to be stored and replenished.
- 9.5 Skills profile of the cleaning supervisor and his/her assistances. GCIS requires the Supervisor and his/her assistance to be skilled on first aid and fire prevention/fighting matters. Valid Certificates in these areas should be provided with the proposals.

An Operational Manager must be assigned to GCIS for the duration of the contract. The operational manager must be available during official working hours to immediately respond when needed. A CV of the operational manager that will be allocated to GCIS should be submitted with the bidding proposal.

- 9.6 Service providers must indicate how the services will be provided in the event of labour disruptions or any shortage of staff.
- 9.7 Confirmation that the bidder will provide cleaning materials, chemicals and equipment.

- 9.8 Indicate how the relationship with GCIS project team will be handled.
- 9.9 The service provider must submit documents that are indexed with content page for easy reference to the document.

10. THE FOLLOWING MANDATORY REQUIREMENT MUST BE SUBMITTED: DOCUMENTS SHOULD NOT BE OLDER THAN SIX MONTHS.

- 10.1.1 Completed and signed bid documents;
- 10.1.2 Proof of CSD registration

(Bidders that do not submit any of the above documents listed on paragraph 10 will be deemed non-compliant and will be disqualified).

11. PERIOD OF CONTRACT

- 11.1 Bidders are hereby invited to quote (with VAT included) on the rendering of cleaning and hygiene services for a period of three years (36 months) to GCIS.

12. PRICE

- 12.1 The price quoted for cleaning service must be indicated in the following manner:
- 12.1.1 Inclusive monthly costs for cleaning and hygiene services and the total for **36** months.
- 12.1.2 Rates per square meter to conduct COVID-19 building decontamination.
- 12.1.3 Rates per square meter to conduct COVID-19 building deep cleaning.
- 12.2 All prices quoted must be inclusive of VAT and other hidden cost and must be broken down into 3 Years.
- 12.3 The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices. Bidders must make provision for all cost escalations to cover inflation. E.g. annual statutory wage increases as stipulated in the sectoral determination of Contract Cleaning Sector in South Africa, fuel increases, and administration cost.
- 12.4 Price should include all applicable taxes" including value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 12.5 No price increases will be allowed during the contract.

TABLE 14:

DESCRIPTION OF SERVICES	AMOUNT YEAR 1	AMOUNT YEAR 2	AMOUNT YEAR 3	TOTAL INCLUDING VAT
Cleaning Services (36 Months)				
Hygiene Services (36 Months)				
Rates per square meter for building decontamination. (36 Months)				
Rates per square meter for building deep cleaning. (36 Months)				
TOTAL				

Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

13. SUBMISSION OF PROPOSAL

13.1 Bid document may either be posted to (preferably registered mail)

**Private Bag X745
Pretoria
0001**

Or placed in the Tender box situated at GCIS, Tshedimosetso House, Cnr Francis Baard and Festival Streets, Hatfield or Couriered to the aforesaid address on or before the closing date and time. No email submission of proposal will be accepted.

13.2 Bid documents will only be considered if received by GCIS before the closing date and time

13.3 The bidder are required to submit 1 original copy. The proposal must be marked correctly and sealed for ease reference as per below exhibits:

13.4

Exhibits 1
Prequalification documents (Refer to paragraph 10)
Exhibits 2
Functionality response and supporting documents for technical responses
Exhibits 3
Detailed Pricing (refer to paragraph 14.)

--

14. BID EVALUATION PROCESS

GCIS has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Functional Evaluation Criteria (Gate 1)	Price and BBEE (Gate 2)
Bidders must submit all mandatory documents as outlined in Table 1 below. Only bidders that comply with ALL these criteria will proceed to Gate1. All bidders that do not submit any of the documents listed on Table 1 will be deemed non-compliant and will not be considered for evaluation).	Bidder(s) are required to achieve a minimum functionality score of 65%. Bidders that scores 65% or more will proceeds to Gate 2	Bidders will be evaluated on price and BBEE. Bidders can only claim BBEE credential points provided they submit proof of a valid certified copy of BBEE certificate or a sworn affidavit indicating the service providers BBEE level contributor.

14.1 Gate 0: Pre-qualification Criteria

Without limiting the generality of GCIS's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission will result in disqualification?	
Legislative requirements		The following set of documents / certificates must be attached together in sequence.
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Registration on Central Supplier Database (CSD)	YES	i. Proof of Registration on the Central Supplier Database ii. Valid CSD mandatory requirement. The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ Submit proof of registration.
Pricing Schedule- SBD 3.3	YES	Completed and sign the SBD 3.3
Declaration of Interest – SBD 4	YES	Complete and sign the SBD 4
Preference Point Claim form – SBD 6.1	YES	Complete and sign the SBD 6
Contract form – SBD 7.2	YES	Complete and sign the SBD 7.2

14.2 Gate 1: Technical Evaluation Criteria

14.2.1. A bidder that scores 65% or more for functionality may be invited to do a presentation. The bidders that will be invited for presentation (shortlisted bidders) will be evaluated in terms of functionality and according to the same criteria that was used in the previous round.

Values: 1 = Poor; 2 = Average; 3 = Acceptable; 4 = Very good; 5 = Excellent

The percentage for functionality will be calculated as follows:

$$\frac{A}{B} \times 100$$

Where:

A = total score of the bidder

B = maximum score, i.e. 350

GCIS will assess the functionality of each proposal taking into account the following criteria:

Aspect	Description	Weight										
Detailed profile and experience	<p>Comprehensive company profile with experience at least minimum 3 years in cleaning environment for a similar building – AAA commercial, multi-Storey building, green principal approach.</p> <table border="1" data-bbox="424 542 1286 680"> <tr> <td data-bbox="424 542 555 645">0 – 02 years.</td> <td data-bbox="555 542 715 645">above 3-5 years</td> <td data-bbox="715 542 900 645">above 6-10 years</td> <td data-bbox="900 542 1102 645">above 11-15 years</td> <td data-bbox="1102 542 1286 645">Above 15 years' experience</td> </tr> <tr> <td data-bbox="424 645 555 680">1</td> <td data-bbox="555 645 715 680">2</td> <td data-bbox="715 645 900 680">3</td> <td data-bbox="900 645 1102 680">4</td> <td data-bbox="1102 645 1286 680">5</td> </tr> </table>	0 – 02 years.	above 3-5 years	above 6-10 years	above 11-15 years	Above 15 years' experience	1	2	3	4	5	20
0 – 02 years.	above 3-5 years	above 6-10 years	above 11-15 years	Above 15 years' experience								
1	2	3	4	5								
Client references	<p>List names of current and past clients, including period of contracts.</p> <p>Attach signed reference letters with letter head from your clients, with contactable details and contract value.</p> <table border="1" data-bbox="424 878 1286 981"> <tr> <td data-bbox="424 878 555 945">0 – 2 letters.</td> <td data-bbox="555 878 715 945">above 3 -5 letters</td> <td data-bbox="715 878 900 945">above 6-10 letters</td> <td data-bbox="900 878 1102 945">above 11-15 letters</td> <td data-bbox="1102 878 1286 945">Above 15 letters</td> </tr> <tr> <td data-bbox="424 945 555 981">1</td> <td data-bbox="555 945 715 981">2</td> <td data-bbox="715 945 900 981">3</td> <td data-bbox="900 945 1102 981">4</td> <td data-bbox="1102 945 1286 981">5</td> </tr> </table>	0 – 2 letters.	above 3 -5 letters	above 6-10 letters	above 11-15 letters	Above 15 letters	1	2	3	4	5	10
0 – 2 letters.	above 3 -5 letters	above 6-10 letters	above 11-15 letters	Above 15 letters								
1	2	3	4	5								
Site cleaning supervisor	<p>Attach a CV of the detailed information and experience of the cleaning supervisor that will be allocated to the Department.</p> <table border="1" data-bbox="424 1146 1286 1272"> <tr> <td data-bbox="424 1146 555 1249">0 – 02 years.</td> <td data-bbox="555 1146 715 1249">Above 3-5 years</td> <td data-bbox="715 1146 900 1249">above 6-10 years</td> <td data-bbox="900 1146 1102 1249">above 11-15 years</td> <td data-bbox="1102 1146 1286 1249">above 15 years' experience</td> </tr> <tr> <td data-bbox="424 1249 555 1285">1</td> <td data-bbox="555 1249 715 1285">2</td> <td data-bbox="715 1249 900 1285">3</td> <td data-bbox="900 1249 1102 1285">4</td> <td data-bbox="1102 1249 1286 1285">5</td> </tr> </table>	0 – 02 years.	Above 3-5 years	above 6-10 years	above 11-15 years	above 15 years' experience	1	2	3	4	5	10
0 – 02 years.	Above 3-5 years	above 6-10 years	above 11-15 years	above 15 years' experience								
1	2	3	4	5								
Resources	<p>Availability of the equipment and cleaning materials to be used and frequency of replenishment. List of materials and cleaning equipment's.</p> <p>Capacity to provide cleaning services and backup staff. List number of staff employed by the company.</p>	10 10										
Project plan	<p>The service provider must provide a project plan that indicates how the project will be execute e. g timelines, account management, Operational manager visits, problem solving.</p>	10										
Total Points		70										

- 14.2.2 GCIS reserves the right to call service providers for a presentation (in-person) to GCIS's bid evaluation committee. The purpose would be to provide an opportunity for further clarifications on issues that are not clear.
 - 14.2.3 Service providers will be notified in advance of the dates and venue of the presentations. The same evaluation criteria as indicated above will then be applied. The qualification of 65% still remains.
 - 14.2.4 COVID-19 measures and protocols will be observed during the briefing session.
- N.B: Bidders must provide all the information and documents required according to the specification/terms of reference.

15. SITE VISIT AND CLOSING DATE

Compulsory briefing would be conducted on;

DATE: 30 July 2022 at 11am (Saturday)

**VENUE: TSHEDIMOSETSO HOUSE
CNR FRANCIS BAARD & FESTIVAL STREETS
HATFIELD
PRETORIA
0001**

All bidders must submit their proposals to GCIS tender box, all relevant documentation and forms attached to this bid, by no later than **23 August 2022 at 11:00**. Late submission will not be considered.

Postal address:
The Head: Supply Chain Management
Government Communication and Information System (GCIS)
Private Bag X 745
Pretoria
0001

Physical address:
GCIS Head Office
Tshedimosetso House
C/O Francis Baard and Festival Streets
Hatfield
Pretoria

16. ENQUIRIES:

FOR SPESIFICATIONS-RELATED QUESTIONS ONLY

Contact Persons: *Mr Avhasei Tshirangwana*

Tel: (012) 473-0439

QUESTIONS ON BIDDING PROCEDURES ONLY

Contact Persons:

Mr Namane Mahlaba

Tel: (012) 473 0093

Ms Pertunia Seete

Tel: (012) 473 0130

Mr Giovanni Jonker

Tel: (012) 473-0173

APPROVED AND SIGNED OFF BY:

Ms Nomonde Mnukwa

DDG: CS

Date:

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFB 001 2022 2023	CLOSING DATE: 23 August 2022	Valid for 120 days	CLOSING TIME:	11:00
DESCRIPTION	RENDERING OF CLEANING AND HYGIENE SERVICES TO GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GCIS					
1035 TSHEDIMOSETSO HOUSE					
C/O FRANCES BAARD AND FESTIVAL STREET					
HATFIELD					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Namane Mahlaba /Pertunia Seete		CONTACT PERSON	Avhasei Tshirangwana	
TELEPHONE NUMBER	012 473 0093/ 0421		TELEPHONE NUMBER	012 473 0439	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Namane@gcis.gov.za/ Pertunia@gcis.gov.za		E-MAIL ADDRESS	Avhasei@gcis.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

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

DATE:

SBD 3.3
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: ... RFB 001 2022 2023
CLOSING TIME 11:00	CLOSING DATE 23 August 2022

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)	
RENDERING OF CLEANING AND HYGIENE SERVICES TO GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM			
1.	The accompanying information must be used for the formulation Of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class Of air travel, etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
		TOTAL: R.....	

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

Bid No.:

CP 1000

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, e.g. three Star hotel, bed and breakfast, telephone cost, reproduction cost, Etc.). On basis of these particulars, certified invoices will be checked For correctness. Proof of the expenses must accompany invoices.

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

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

Any enquiries regarding bidding procedures may be directed to the -

GCIS
Tshedimosetso House
1035 c/o Francis Baard Street
latfield

Pertunia Seete/ Namane Mahlaba
Tel: 012 473 0421 / 0093

Or for technical information -
Avhasei Tshirangwana
012 473 0439

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, Employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² 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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Request for Quotation documents, viz
 - Invitation to quote
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference Certificates in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

GOVERNMENT COMMUNICATION & INFORMATION SYSTEM

BID CHECK LIST

Have you submitted CSD report? Mandatory requirements on CSD must be compliant (Tax, Banking details, In business, not restricted) In case of consortium, have all parties to the consortium/joint venture submitted their CSD report?	YES	NO
Have you submitted a proof of B-BBEE status level contributor? Bidders other than EMEs must submit their proof of B-BBEE status level of contributor.	YES	NO
Is the SBD 6.1 form signed by the duly authorized person?	YES	NO
Are the following forms completed and/or signed? SBD 1 1. SBD 1.1 2. SBD 3.3 3. SBD 4 4. SBD 6.1 5. SBD 7.2 6. GCC	YES	NO

.....
Signature

.....
Date: