



## **PRICE QUOTATION NO:**

**AMR5-23/24-0032**

**QUOTATION FOR CLEANING SERVICES AT ELLIOTDALE CLUSTER OFFICES:  
AMATHOLE SUB-REGIONAL OFFICE FOR A PERIOD OF FOUR (04) MONTHS**

**BIDDER:** \_\_\_\_\_

**CSD REGISTRATION:** \_\_\_\_\_

**CLOSING DATE: 17 November 2023**

**CLOSING TIME: 11H00**

### **ENQUIRIES:**

SUPPLY CHAIN MANAGEMENT  
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
Corner of Scholl and Amalinda Main Road  
Amalinda  
East London  
5247

### **SCM SPECIFIC ENQUIRIES**

Enquires: Mr D. Magwala  
Email Address: [dumisani.magwala@ecdpw.gov.za](mailto:dumisani.magwala@ecdpw.gov.za)  
Tel No: 043-711 5798

### **TECHNICAL /PROJECT SPECIFIC ENQUIRIES**

Enquires: Mr L. Nomatshaka  
Email Address: [luyanda.nomatshaka@ecdpw.gov.za](mailto:luyanda.nomatshaka@ecdpw.gov.za)  
Tell No: n/a  
Cell No: 076 942 2937(during office hours)

**Fraud, Complaints & Tender Abuse Hotline**  
**0800 701 701 (toll free number)**



**PART A**  
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORK & INFRASTRUCTURE**

BID NUMBER:	AMR5-23/24-0032	CLOSING DATE:	17 November 2023	CLOSING TIME:	11H00
DESCRIPTION	<b>QUOTATION FOR CLEANING SERVICES AT ELLIOTDALE CLUSTER OFFICES: AMATHOLE SUB-REGIONAL OFFICE FOR A PERIOD OF FOUR (04) MONTHS</b>				

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, CORNER OF SCHOLL AND AMALINDA MAIN ROAD, AMALINDA, BLOCK B BUILDING – RECEPTION AREA, EAST LONDON

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr D. Magwala	CONTACT PERSON	Mr L. Nomatshaka	
TELEPHONE NUMBER	043-711 5798	TELEPHONE NUMBER	043 711 5737	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:dumisani.magwala@ecdpw.gov.za">dumisani.magwala@ecdpw.gov.za</a>			<a href="mailto:luyanda.nomatshaka@ecdpw.gov.za">luyanda.nomatshaka@ecdpw.gov.za</a>

**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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<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	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSURE PROOF]				[IF YES, ANSWER THE QUESTIONNAIRE BELOW]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.		

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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."

**For ease of reference, Bidders shall enter their Price in the space provided below:**

ITEM NO.	SERVICE/GOODS REQUIRED	BID PRICE (amount in figures)	BID PRICE (amount in words)
1.	QUOTATION FOR CLEANING SERVICES AT ELLIOTDALE CLUSTER OFFICES: AMATHOLE SUB- REGIONAL OFFICE FOR A PERIOD OF FOUR (04) MONTHS	R..... (Carried over from page 21)	..... ..... ..... ..... (Carried over from page 21)

- (1) If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.
- (2) Failure to complete the Bid Sum (amount in words) will automatically invalidate the offer submitted.
- (3) Failure to sign this form will automatically invalidate the bid.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted if not signed by the owner e.g. company resolution)

DATE: .....



## PRICE QUOTATION NOTICE

AMR5-23/24-0032

### QUOTATION FOR CLEANING SERVICES AT ELLIOTDALE CLUSTER OFFICES: AMATHOLE SUB-REGIONAL OFFICE FOR A PERIOD OF FOUR (04) MONTHS

Bidders are hereby invited to submit quotations for the above indicated project. Quotation documents are downloadable from the Department of Public Works and Infrastructure website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)) from **08 November 2023**.

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing time and date, must be deposited in the tender box not later than **11h00** on the **17 November 2023** where bids will be opened in public.

Physical Address of Tender Box: Department of Public Works and Infrastructure, Block B Building – Reception Area, Corner of Scholl & Amalinda Main Rd, East London

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental tender box prior to the closing date and time and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the tender Box.

#### **A. This quotation will be evaluated in two (2) stages**

Phase One: Administrative Compliance

Phase Two: Bidders passing above stage will thereafter be evaluated on PPPFA

#### **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:**

Maximum points on price	-	80 points
Specific goals	-	20 points
<b>TOTAL</b>	-	<b>100 points</b>

#### **B. BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

1. The minimum specifications, bid evaluation criteria and other special conditions of bid and rules are detailed in the bid document.
2. **SBD4 must be duly completed and signed.** 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. such interest must be disclosed on question 2.3.1 of SBD 4.
3. **Bidders must ensure 2.3 of SBD4 (Declaration of interest) is completed correctly.**

#### **C. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:**

SCM SPECIFIC ENQUIRIES	TECHNICAL /PROJECT SPECIFIC ENQUIRIES
Enquires: Mr D. Magwala Email Address: <a href="mailto:dumisani.magwala@ecdpw.gov.za">dumisani.magwala@ecdpw.gov.za</a> Tel No: 043-711 5798	Enquires: Mr L. Nomatshaka Email Address: <a href="mailto:luyanda.nomatshaka@ecdpw.gov.za">luyanda.nomatshaka@ecdpw.gov.za</a> Tell/Cell 076 942 2937

**Fraud, Complaints & Tender Abuse Hotline**  
**0800 701 701 (toll free number)**

## **SPECIAL CONDITIONS OF BID**

### **1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.

For the purpose of this Price Quotation, the word "bid" is used interchangeable with the word "price quotation, and referring to "price quotation".

### **2. EXTENT OF BID**

This contract is for the **QUOTATION FOR CLEANING SERVICES AT ELLIOTDALE CLUSTER OFFICES: AMATHOLE SUB-REGIONAL OFFICE FOR A PERIOD OF FOUR (04) MONTHS**

### **3. CONTRACT TO BE BINDING**

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

### **4. MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any bid will not necessarily be accepted.***

The Department wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### **5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

### **6. INSURANCE CLAIMS, ETC.**

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

### **7. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of **60 days** from the closing date as stipulated in the bid document.

### **8. PENALTY PROVISION**

8.1 Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Department:

- [a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
  - [i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
  - [ii] A new Bid price (inclusive of escalation).

**8.2** Should the successful Bidder failed to deliver, provisions of the General Conditions of Contract will apply.

**8.3** Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.

**9. BRAND NAMES**

Wherever a brand name is specified in this bid/quotation document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/ equivalent or better than specified.

**10. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

**11. PRICE ESCALATION**

No escalation of prices will be considered.

**12. AUTHORITY TO SIGN BID DOCUMENTS**

1. In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
2. In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
3. No authority to sign is required from a company or close corporation or partnership which has only one director or member.
4. In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
5. If the document is signed by one of the directors, Resolution to sign is not required to be complete.

**13. CONTRACT PERIOD**

- a. The expected contract period is from the contract start date as would be agreed, see terms of reference.

#### **14. DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Department the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

#### **15. DISPUTES**

In the event that disputes cannot be resolved by internal systems, the disputes will be settled by litigation.

#### **16. CLOSING DATE / SUBMITTING OF BIDS**

**16.1** Bids must be submitted in sealed envelopes clearly marked: “**AMR5-23/24-0032 QUOTATION FOR CLEANING SERVICES AT ELLIOTDALE CLUSTER OFFICES: AMATHOLE SUB-REGIONAL OFFICE FOR A PERIOD OF FOUR (04) MONTHS**”.

**Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the tender box, situated at Department of Public Works and Infrastructure in Corner of Scholl & Amalinda Main Rd, Amalinda, East London, not later than 11h00 on 17 November 2023 where bids will be opened in public.**

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental tender box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Tender Box.

#### **16. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

#### **17. COMMUNICATION**

- 17.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified persons, as indicated on this document via email. Bidder(s) must reduce all telephonic enquiries to writing and send to the mentioned email address.
- 17.2 The delegated office of Department of Public Works and Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 17.3 Any communication to an official or a person acting in an advisory capacity for Department of Public Works and Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 17.4 All communication between the Bidder(s) and Department of Public Works and Infrastructure must be done in writing.
- 17.5 Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works and Infrastructure makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Department of Public Works and Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 17.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Department of Public Works & Infrastructure (other than minor clerical matters), the Bidder(s) must promptly notify Department of Public Works and Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Public Works and Infrastructure an opportunity to consider what corrective action is necessary (if any).

17.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Public Works and Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

17.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

**18. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT**  
Spare parts (paragraph 14)

**19. PRESENTATION / DEMONSTRATION**

Department of Public Works and Infrastructure reserves the right to request presentations/ demonstrations from the short-listed Bidders as part of the bid process.

**20. SUPPLIER DUE DILIGENCE**

Department of Public Works and Infrastructure reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits/In loco Inspection.

**21. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Public Works and Infrastructure, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

**22. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Public Works and Infrastructure incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Department of Public Works and Infrastructure harmless from any and all such costs which Department of Public Works and Infrastructure may incur and for any damages or losses Department of Public Works and Infrastructure may suffer.

**23. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

**24. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. Department of Public Works and Infrastructure shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

**25. TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant

## **26. REGISTRATION AS A VAT-VENDOR**

Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract register with the South African Revenue Service (SARS) as VAT vendors. The award of contract would be conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS.

In all instances where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of contract will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage. The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.

## **27. GENERAL BID RULES**

- a) The bid document shall be completed and signed with original hand written blank ink.
- b) The use of correction or masking fluids e.g. tipex is not allowed for making erasures
- c) The Department of Public Works and Infrastructure Supply Chain Management Policy will apply.
- d) The Department of Public Works and Infrastructure does not bind itself to accept the lowest bid or any other bid.
- e) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted
- f) The Department of Public Works and Infrastructure also reserves the right to accept the bid as a whole or a part of the bid, or any item or part of any item.
- g) The Department of Public Works and Infrastructure may accept or reject any offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
- h) The Department shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.

## **28. GOVERNING LAW**

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

## **29. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS**

- 29.1 The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise.
- 29.2 A contract may be awarded to a tenderer that did not score the highest points, subject to a risk assessment indicating that the higher point scorer(s) does not have the capacity to render the service.

## **30. OTHER CONDITIONS OF BID**

- 30.1 The bidder must be registered on the Central Supplier Database (CSD) prior the award. If bidder is not CSD compliant, the bidder will be afforded by the Department an opportunity of not more than 7 working days to correct their CSD registration. Failure to comply on or before the prescribed period, will lead to the Department not considering the bidders offer any further.
- 30.2 All bidders' tax matters must be in order prior award. Bidders will be afforded by the Department an opportunity of not more than 7 working days to correct their tax

matters, if it is found not to order. Failure to comply on or before the prescribed period, will lead to the Department not considering the bidders offer any further.

30.3 Bidders' tax matters will be verified through CSD. This quotation will be awarded as a whole.

30.5 The Department reserves the right to contract with the successful bidder by use of a signed appointment letter or the purchase order.

30.6 Director of company and the deployed cleaners may undergo security screening.

30.7 Bidder must have an office operating within Eastern Cape, or establish such office in the Eastern Cape after being awarded the contract.

30.8 At any time during the project implementation, the accounting officer-authority and / or relevant treasurer reserves the right to inspect the Contractors account and records relating to the performance of the contract and to have them audited by auditors appointed by the accounting officer/ authority/ relevant treasurer.

30.9 The Department reserves the right not to award the bid to the most favourable bidder, if any of the situation occur; if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the Department or has performed unsatisfactorily in the past.

30.10 Bidder must offer reasonable price quotation and mark-up on their pricing schedule and avoid significant low price quotation that may compromise the standards of expected work. If such quotation offers are found, the Department may overlook the such quotation offers.

30.11 Bidder must not make use of erasures using masking fluids e.g. tipex.

30.12 Wherever a brand name is specified in this document (i.e. specification, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.

30.13 According to Section 8 (1) of the Occupational Health and Safety Act, No 85 of 1993, as amended, the awarded service provider will be required to provide as far as reasonably practicable, a working environment that is safe and without risk to the health of the employees.

30.14 The preferred bidder will be expected to submit a valid copy of registration certificate of accreditation as a cleaning company And a confirmation letter of Good Standing with the Provident Fund within 21 working days after being issued with a letter of appointment for this contract, failure to do so, the Department reserves the right to cancel the appointment.

30.15 See the link to the 2023 minimum wage as per Department of Labour Regulations below:

<https://www.labour.gov.za/DocumentCenter/Publications/Basic%20Conditions%20of%20Employment/National%20Minimum%20Wage%20-%20Wage%20increase%202023%20flyer.pdf>

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: BCM/AMATHOLE REGION**

**TERMS OF REFERENCE / SPECIFICATION**

**QUOTATION FOR CLEANING SERVICES AT ELLIOTDALE CLUSTER OFFICES:  
AMATHOLE SUB-REGIONAL OFFICE FOR A PERIOD OF FOUR (04) MONTHS**

**1. INTRODUCTION**

The Department of Public Works and Infrastructure wishes to appoint a service provider to render cleaning and hygienic services to the Departmental premises at Elliotdale Cluster Offices for a period of **04 months** with a renewable option. It is essential that the Department contracts the cleaning and hygienic services from qualified bidders who are specializing in cleaning services environment in order to ensure that high quality services are rendered.

**1. OBJECTIVES**

The objective of this bid is to appoint a service provider who will be responsible for cleaning and hygienic services in terms of the scope of works that will meet the needs and requirements of the Department of Public Works and Infrastructure –BCM/Amathole Region Offices.

**2. SERVICES TO BE RENDERED OVER THE CONTRACT PERIOD**

The prospective bidder must render cleaning and hygienic services in the under mentioned areas:

- a) General cleaning of Department of Public Works – Elliotdale Cluster Offices in the Sub-Region currently in use and as when acquired.
- b) Supply of cleaning materials and toilet paper (two ply baby soft type)
- c) Maintenance of She bins i.e. emptying and disinfecting.
- d) Polishing of floors and vacuuming of carpets.
- e) Thoroughly cleaning of offices, toilets, floors, carpets, walls, stairways, lifts and stone tiles around the lifts, on a weekly basis.
- f) Stripping, cleaning of passages and steps.
- g) Stripping and sealing of tiles both inside and outside of toilets and lifts.
- h) Cleaning of windows, passages including glass doors.
- i) Ensure that the cleaning is done daily before eight o' clock.
- j) Ensure that all Offices insecticide / Fumigated every quarter.
- k) Cleaning and refill of water coolers on a daily basis.
- l) Dusting and polishing of office furniture (Desk, Chairs, Computers, and Printers)

**3. BELOW IS THE TABLE OF AREAS TO BE CLEANED.**

<b>Area</b>	<b>No.</b>	<b>Extent</b>
Offices currently used by DPWi including 1 boardroom	7	1307 m <sup>2</sup>
Toilets in all floors	12	136 m <sup>2</sup>
Reception Area with stairs	1	311 m <sup>2</sup>
Outside the building/ balcony	1	All

Detailed breakdown in respect of all the expected deliverables to be considered when pricing.

ITEM NO	DESCRIPTION	QTY
1	General cleaning of all 3 floors,passages,toilets,kitchen, stairways, basement and lift	900m <sup>2</sup>
2	Cleaning of 7 offices and 1 boardroom, situated at 2 <sup>nd</sup> floor	250m <sup>2</sup>
3	Cleaning of all windows within the reach and glass doors both internal and external	300m <sup>2</sup>
4	Daily supply of cleaning material / detergents and equipment	1300m <sup>2</sup>
5	Supply and maintenance of she bin containers i.e. emptying and disinfecting every second week ( <b>twice per month</b> )	8 toilets
6	Daily supply of baby soft toilet papers 2 ply	15 toilets
7	Supply and maintenance of soap dispenser in all toilets	8 toilets
8	Auto sanitizer for urinal basins	10 urinals
9	Fumigation of 7 offices,1 boardroom,3 strong rooms,1 kitchen, stairways and all passages in all floors for biting insects, ants and cockroaches ( <b>Once-off</b> )	1230m <sup>2</sup>
10	Fumigation of 6 unused offices and 1 boardroom ( <b>Once-off</b> )	220m <sup>2</sup>
11	Cleaning of 6 unused offices and 1 boardroom ( <b>Once-off</b> )	220m <sup>2</sup>

#### 4. EQUIPMENT / CLEANING CHEMICAL / AND PRODUCTS

The successful bidder will be providing the equipment, cleaning chemical/detergent and products, which will be used during the execution of the contract. Equipment must be safe and approved for the environment.

Item No	Description of Product	Compliance
1	Supply of white toilet paper 2 ply baby soft type	Must be of Good Quality and SABS 648 approved
2	Supply of air freshener	Must be of Good Quality and SABS approved
3	Supply of liquid hand soap	Must be of Good Quality and SABS 238 approved
4	Soap Dispensers	Must be of Good Quality and SABS approved
5	Disinfectants	Must be of Good Quality and SABS47 and CKS 459
6	Cleaners ammoniated detergent	Must be of Good Quality and SABS 1225
7	Antiseptic and Deodorizing Agents	Must be of Good Quality and SABS approved
8	Floor finishers	Vinyl tiles, vinyl and linoleum flooring, shall be cleaned down with an approved water floor stripper complying with SABS 1224
9	Waste disposal bags	Must comply with CKS 460
10	Provision of pest control chemicals to be used in pest control services	Must be SABS approved
11	All necessary cleaning equipment	Must be safe and office environment friendly
12	Provision of pest control Chemicals	Pest control chemicals must be SABS approved

## 5. EXPECTED DELIVERABLES AND OUTPUTS.

### a) FLOOR MAINTENANCE (VINYL AND TRAVERTINE TILES, CERAMIC TILES)

#### DAILY

- Strip and seal with two coats polymer non-slip sealant.
- Sweep with chemical mop.
- Spray buff with industrial floor polish by spraying a fine film of resin on to floors.
- Spot clean and remove chewing gum etc.

### b) CARPET MAINTENANCE

#### DAILY

- Vacuum clean thoroughly to ensure that all grit and dust is removed.
- Bi-monthly
- Deep steam cleans all carpets with industrial machine with SABS approved chemicals for all offices.
- Any other furniture that is to be removed is to be replaced in its exact original position on completion. Strict supervision of this exercise will be essential.

### c) DUSTING

#### DAILY

- Dusting and polishing of office furniture (Desks, Chairs).
- Dusting of window seals, skirting, ledges, ceiling etc.
- Cleaning and wiping of doors and handrails (if any) and balcony
- Dusting vertical surfaces, pictures, lifts etc.

#### WEEKLY

- Dust and chemical clean all furniture and fittings, including desks, tables, book cases, cabinets.
- Dust computers, printers and crockery.
- Wipe down fire extinguishers
- Surface spray cleans all cupboards.

### d) WASTE DISPOSAL

#### DAILY

- Empty, clean and wipe with chemical impregnated cloth all waste bins from offices.

#### WEEKLY

- Wash and disinfect refuse holders and waste bins.

### e) TOILETS

#### DAILY

- Clean and sanitise with disinfectant all bowls, basins & urinals.
- Scrub, clean and disinfect floors.

- Clean sanitary bins where installed and replace liners.
- Report any water leaks and other defects such as faulty lights.
- Always ensure that there is sufficient toilet paper, hand towels, Air freshener filled and soap dispensers are filled.
- Ensure that granules and deodorant blinks are available in each urinal.
- Ensure that urinals are cleaned with a drain cleaner every Friday after hours.

#### **f) STAIRS AND LIFTS**

##### **EVERY SECOND DAY**

- Clean and maintain landings (corridor), treads (step) and risers according to finish.
- Vacuum clean trappers mats and clean mat recesses.
- Remove any spots from carpets and buff clean lift floors.
- Clean and blow out lift door grooves.
- Polish and clean lift mirrors.
- Wipe light switches.
- Dust light fittings.

#### **g) FOYERS AND ENTRANCES**

##### **DAILY**

- Remove all outdated notices, fixed to walls, doors and windows.
- Scrub tiled floor.
- Wipe/Dust & clean reception furniture.
- Wipe down walls.
- Dust picture/mirror frames.

#### **h) PEST CONTROL**

The successful bidder will assume responsibility for the internal pest control throughout on a quarterly basis. An on-site supervisor who will be responsible for the planning and implementation of a Pest Management Programme will supervise the Pest Control Officer.

The Pest Management Programme will consist of the following: -

Inspection - Monthly inspection of all harbourages and likely harbourages.

Identifying - Identifying of pest infestation and specific pest.

Elimination - Apply suitable remedy through application of pesticides/rodenticide.

Maintenance - Carry out routine services for prevention of possible pest infection.

Monitoring - Placement of monitoring Roach traps and or inspection of areas.

The successful bidder will be required to conduct monthly inspections and in so doing evaluate and analyse risk of infestation and/or contamination resulting from the various categories of pests. Each inspection is to be concluded with a written report for inclusion into service report.

The method of treatment in respect of prevention and elimination is to conform to SA Government Legislation as outlined in the SABS Code of Practice. Such treatment methods must be environmentally friendly, humanely acceptable, effectively and professionally carried out on a quarterly basis.

- **Rodent Control-** The control of rodents will be conclusive with respect to exclusion, restriction, and eradication and monitoring.
- **Insect Pest Control-** Control of cockroaches, fish months, mice, rats, spiders, bed bugs, fleas including domestic ants is to be effective in ensuring a total control of the

pests through a conclusive monthly program of: Inspection; Application; Restriction; Exclusion and Monitoring. Such will incorporate the use of pesticide gels and fumigants as approved for use by the Department of Agriculture and in terms of compliance.

- **Pesticides-** Are to be of Department of Agriculture approved formulation, biodegradable, suitable for use in the food industry and so applied to ensure the risk carry-over is minimal.
- **Flying Insects-** Flying insects control systems are to be supplied by the successful bidder. In this regard the successful bidder will be responsible for maintaining the units through the cleaning, monitoring and lamp replacement/repairs of these units as is necessary.

## 6. PROVISION OF OFFICES, STORES, WATER AND ELECTRICITY

The successful bidder will be provided with demarcated office and storage space of non-negotiable size free of charge. If the area is not adequate the bidder is to source additional space at own cost. Water and electricity will also be provided free of charge for the execution of cleaning duties.

## 7. SERVICING PROGRAMME

The successful bidder will draw up a servicing programme within one week after appointment. The programme will start off with a deep clean, quarterly; bi-annual and annual cleans within the first two calendar months of the contract. The said programme will be submitted to the responsible officer of the Department.

## 8. COMMUNICATION AND REPORTING

The successful bidder must assign a Project Manager for this project. The Project Manager must submit a monthly reports to the responsible Officer regarding the execution of the terms of reference set out in this bid document. A quarterly meeting will be held to discuss the report and any other issues arising during the course of the period.

The name of the Project Manager must be submitted to Officer in charge. The Project Manager is to liaise with the responsible Officer. Should the Project Manager change during the course of the contract for whatever reason, responsible Officer must be notified thereof and the person replacing the proposed Project Manager should be of equal or greater experience and skills than the proposed Project Manager.

## 9. SECURITY IDENTIFICATION OF EMPLOYEES

The bidder must supply each employee with a photo identification card.

The card must contain the following information:

- The name of the firm (contractor) with contact numbers
- Name of employee

- Identity number of the employee
- Signature of the employee
- Contact numbers of service provider

The card must be worn so as to be visible at all times whilst on the premises of the Department. The bidder must have sufficient control over the permits to prevent any unauthorized use thereof. A list of names of all employees who are to be employed on this contract must be furnished in writing to the responsible Officer before the commencement of this contract. It is the responsibility of the prospective bidder to immediately notify this department in writing if there are any replacements, prior to such taking place.

At no time may the successful bidder or his/her affiliates give any information with regard to any Government activities to the public or news media.

In order to ensure the quality of service rendered and to exercise control over the employees of the bidder, it is expected of the contractor to have a supervisor present on the premises during the execution of the service referred to in the agreements.

## **10. SPECIAL CONDITIONS**

Products and industrial equipment supplied and utilized should be of a high quality, preferably SABS approved cleaning chemicals and products must be used and supplied during the execution of this contract.

During the execution of the contract, if the product and equipment supplied and utilised are not to satisfaction, the department reserves the right to request the service provider to immediately provide better quality products. If the service provider fails to comply with the request, the department reserves the right to cancel the contract

Staff must always be dressed in well-maintained corporate clothing, which will be easily identifiable as employees of the contractor.

Prospective bidders must submit copies of membership certificate in a cleaning association.

The preferred bidder will have to comply with all the applicable Occupational Health and Safety Act, Act No 85 of 1993 and Labour Relations Act, Act NO 66 of 1995.

## **QUOTATION FOR CLEANING SERVICES AT ELLIOTDALE CLUSTER OFFICES: AMATHOLE SUB-REGIONAL OFFICE FOR A PERIOD OF FOUR (04) MONTHS**

### **QUOTATION EVALUATION CRITERIA**

**This quotation will be evaluated in two (2) phases:**

Phase One: Administrative Compliance

Phase Two: Bidders passing all stages above will thereafter be evaluated on PPPFA

#### **Phase One: Administrative Compliance**

- A. The purpose of this evaluation phase is to determine which bid responses are responsive to the minimum bid specifications and the minimum bid requirements. Bid proposals that do not meet the minimum bid specifications and or minimum bid requirements will be regarded as "non-responsive" and will not be considered for further evaluation.
- B. Bidders' proposals must meet the following minimum requirements and the required supporting documents must be submitted with the completed quotation document in a sealed envelope in the tender box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:
  1. Bids must be submitted on the original documents completed with original hand written black ink and bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
  2. SBD4 – Bidders Disclosure must be duly completed and signed. In the event a director or one of the directors/ trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract, such interest must be disclosed on question 2.3 and 2.3.1. as all companies owned by the bidder will be reflected here.
  3. The Form SBD1 "Part A" should be completed and "Part B" must be duly completed (date, signature, amount).
  4. SBD 3.1- Pricing Schedule- Firm Prices – must be duly completed
  5. If the Bid Sum (amount in words) as per the SBD.1 is not completed, the bid will be eliminated.
  6. If the offer (any of the items quoted for) is "VAT Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.
  7. If a bidder is a VAT Vendor/registered, the bidder is required to explicitly state the VAT amount. VAT Vendors must include VAT at 15% in their bid offer(s).
  8. Only one offer per item per bidder is allowed. Bidders are also not allowed to submit a bid whilst they are in agreements with other bidders in the form of joint ventures or consortiums.
  9. Bidders must accurately cost all items as the wrong calculations will lead to a bid being disqualified for wrong calculations. The bid price must include VAT (where applicable) and the Bid Price on SBD3.1 pricing Schedule must be the same as the Bid Price on SBD1 form.
  10. The following Annexures must be completed:
    - a Annexure C - Resolution to Sign (if applicable).
  11. The bidder must submit a minimum of one (1) testimonial letter of similar project and value (clearly indicating client name or letterhead, contract value, contract term, contact person, contact details) completed by the previous state institution as a proof of previous experience in the cleaning services industry.
  12. In order to complement the testimonial submitted, the bidder must also submit a copy of the signed and date stamped purchase order for previous cleaning services from the institution they worked for.
  13. Bidder must ensure that the minimum hourly rate and the sectorial wage as per Department of Labour Regulations are complied with.

14. Bidder must submit valid proof of membership in a cleaning association (this may be verified).
15. Bidder must submit a valid certified letter of good standing issued by the Department of Labour (COIDA) or from any other licenced compensation insurer.
16. Bidder must submit proof of the current status of having a valid active Public liability insurance cover of at least 1 Million.

## **PHASE 2 EVALUATION ON NEW PPPFA and SPECIFIC GOALS**

**THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND THE 80/20 PREFERENCE POINTS SYSTEM WILL BE APPLICABLE**

**POINTS FOR PRICE  
SPECIFIC GOALS**

**80 POINTS  
20 POINTS**

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**TOTAL POINTS**

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**100 POINTS**

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**Please note:**

- 1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals.  
Failure will lead in non-awarding of points for specific goals**
- 2. The Department intends to award this to the highest point scorer as whole,  
unless circumstances justifies otherwise**
- 3. All information will be verified through CSD**
- 4. SBD 6.1 is attached**

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

NOTE:

ONLY FIRM PRICES WILL BE ACCEPTED

Name of bidder: ..... Bid number **AMR5-23/24-0032**Closing Time: **11h00** Closing date: **17 November 2023**OFFER TO BE VALID FOR **60** DAYS FROM THE CLOSING DATE OF BID

**QUOTATION FOR CLEANING SERVICES AT ELLIOTDALE CLUSTER OFFICES:  
AMATHOLE SUB REGIONAL OFFICE FOR A PERIOD OF FOUR (04) MONTHS**

DESCRIPTION	QTY A	HOURLY RATE B	TOTAL NO OF HOURS PER MONTH =173.20 C	TOTAL PRICE PER CLEANER PER MONTH (B x C = D) D	TOTAL PRICE (D x A = E) E
Cleaner's basic salary	4	R		R	R
Costs related to Provident fund/UIF, COIDA, Skills development, leave & other provisions	4	R		R	R
Cleaning material per month					R
Overhead costs including cleaning equipment, protecting clothing, name tags and other running costs per month					R
Other costs(if applicable)					R
<b>TOTAL COSTS PER MONTH</b>					R
<b>1. SUB-TOTAL COSTS FOR 04 MONTHS CLEANING</b>					R

<b>FUMIGATION SERVICES</b>		
<b>DESCRIPTION</b>	<b>RATE PER SERVICE</b>	<b>TOTAL PRICE</b>
Fumigation of 7 offices,1 boardroom,3 strong rooms,1 kitchen, stairways and all passages in all floors for biting insects, ants and cockroaches <b>(Once off)</b> 1230m <sup>2</sup>	R	R
Fumigation of 6 unused offices and 1 boardroom <b>(Once off)</b> 220m <sup>2</sup>	R	R
Cleaning of 6 unused offices and 1 boardroom <b>(Once off)</b> 220m <sup>2</sup>	R	R
<b>2. SUB-TOTAL COSTS FOR FUMIGATION</b>		R

<b>SUMMARY OF THE TOTAL BID PRICE</b>	
<b>SUB-TOTAL 1. COST FOR 04 MONTHS CLEANING</b>	R
<b>SUB-TOTAL 2. COSTS FOR FUMIGATION</b>	R
<b>SUB-TOTAL</b>	R
<b>VAT @ 15% (Add if applicable)</b>	R
<b>TOTAL BID PRICE</b>	R

**Detailed specification is on terms of reference (page 11)**

**VAT NUMBER REGISTRATION**\_\_\_\_\_

**NB: The Bid price must be carried to page 3 (SBD 1 form).**

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

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

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

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**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
  
- 1.2 **To be completed by the organ of state**
  - a) The applicable preference point system for this tender is the **80/20** preference point system.
  - b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.
  
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
  
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$P_S = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right) \text{ or } P_S = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

**(Note to tenderers: The tenderer must indicate how they claim points for each preference point system, failure to indicate points claimed will lead to not awarding points)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Historically Disadvantaged Individual:-</b>		
(a) 100% black ownership	6	
(b) 51% to 99% black ownership	4	
(c) Less than 51% black ownership	0	
<b>Black women ownership:-</b>		
(a) 100% black women ownership	4	
(b) 30% to 99% black women ownership	2	
(c) Less than 30% black women ownership	0	
<b>Black youth ownership:-</b>		
(a) 100% black youth ownership	4	
(b) 30% to 99% black youth ownership	2	
(c) Less than 30% black youth ownership	0	
<b>People with disability:-</b>		
(a) 20% or more disabled people ownership	4	
(b) Less than 20% disabled people ownership	0	
<b>Locality:-</b>		
(a) Within the Eastern Cape	2	
(b) Outside the Eastern Cape	0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium  
 One-person business/sole proprietor  
 Close corporation  
 Public Company  
 Personal Liability Company  
 (Pty) Limited  
 Non-Profit Company  
 State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**SIGNATURE(S) OF TENDERER(S)****SURNAME AND NAME:** .....**DATE:** .....**ADDRESS:** .....

.....

.....

## 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 interest<sup>1</sup> 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 State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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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.

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, in (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 consortium<sup>2</sup> 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 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

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<sup>2</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.

(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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**RESOLUTION FOR SIGNATORY**

(See Special Conditions of Bid, paragraph 12)

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

MS /Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) .

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SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## **GENERAL CONDITIONS OF CONTRACT**

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## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution’s website.

#### **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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.

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

#### **6. Patent rights**

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

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

#### **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the

provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 purchaser or an organization acting on behalf of the purchaser.
- 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 clause 8.2 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **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.

## **12. Transportation**

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

## **13. Incidental services**

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

## **14. Spare parts**

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

9. such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and

10. in the event of termination of production of the spare parts:

- a. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- b. 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 provider 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 provider 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 provider, 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 FOUR (04) 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Contract amendments**

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

## **20. Assignment**

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

## **21. Subcontracts**

21.1 The provider 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 provider from any liability or obligation under the contract.

**22. Delays in the provider's performance**

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

22.5 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 provider'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 provider.

**23. Penalties**

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

**24. Termination For Default**

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

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **25. Anti-Dumping And Counter-Vailing Duties And Rights**

25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

## **26. Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

## **27. Termination For Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

## **28. Settlement Of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

#### **29. Limitation Of Liability**

29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider 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.

#### **30. Governing Language**

30.1 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.

#### **31. Applicable Law**

31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

#### **32. Notices**

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

#### **33. TAXES AND DUTIES**

33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

#### **34. Transfer Of Contracts**

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

#### **35. Amendment Of Contracts**

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

