Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

PRICE QUOTATION NO: HO5-24/25-0010

REQUEST FOR THE PROCUREMENT OF A SUITABLE SERVICE PROVIDER TO RENDER CLEANING AND SANITARY HYGIENIC SERVICES OVER A PERIOD OF TWELVE (12) MONTHS AT THE CONTACT CENTRE, BISHO MASSACRE MEMORIAL HERITAGE CENTRE, BISHO AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

BIDDER: ______________________________

CSD REGISTRATION: ______________________________

CLOSING DATE: 03 May 2024 ______________________________

CLOSING TIME: 11H00 ______________________________

ENQUIRIES:

SUPPLY CHAIN MANAGEMENT
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
QHASANA BUILDING
PRIVATE BAG X 0022
BHISHO

SCM SPECIFIC ENQUIRIES
Enquires: SCM
Email Address: supply.chain@ecdpw.gov.za
Tel No: 040 602 4000/4563

TECHNICAL /PROJECT SPECIFIC ENQUIRIES
Enquires: Ms Siphosethu Mtimkulu
Email Address: siphosthu.mtimkulu@ecdpw.gov.za
Cell No: 040 602 4210/066 484 0441

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:	**HO5-24/25-0010**	CLOSING DATE:	**03 May 2024**	CLOSING TIME:	**11H00**
DESCRIPTION	**REQUEST FOR THE PROCUREMENT OF A SUITABLE SERVICE PROVIDER TO RENDER CLEANING AND SANITARY HYGIENIC SERVICES OVER A PERIOD OF TWELVE (12) MONTHS AT THE CONTACT CENTRE, BISHO MASSACRE MEMORIAL HERITAGE CENTRE, BISHO AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**				

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

AT DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, INDEPENDENCE AVENUE, GROUND FLOOR, QHASANA BUILDING, BISHO

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	SCM	CONTACT PERSON	Ms Siphosethu Mtimkulu
TELEPHONE NUMBER	040 602 4000/4563	TELEPHONE NUMBER	066 484 0441
FACSIMILE NUMBER		FACSIMILE NUMBER	040 602 4210
E-MAIL ADDRESS	supply.chain@ecdpw.gov.za	E-MAIL ADDRESS	bsiphosethu.mtimkulu@ecdpw.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]~~ ~~☐ Yes ☐ No~~		~~B-BBEE STATUS LEVEL SWORN AFFIDAVIT~~	~~[TICK APPLICABLE BOX]~~ ~~☐ Yes ☐ No~~	

~~***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]***~~

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 ~~AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017~~, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SERVICE/GOODS REQUIRED	**GRAND TOTAL (amount in figures)**	**GRAND TOTAL (amount in words)**
REQUEST FOR THE PROCUREMENT OF A SUITABLE SERVICE PROVIDER TO RENDER CLEANING AND SANITARY HYGIENIC SERVICES OVER A PERIOD OF TWELVE (12) MONTHS AT THE CONTACT CENTRE, BISHO MASSACRE MEMORIAL HERITAGE CENTRE, BISHO AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE	R……………………... (Carried over from page 22)	……………………………………………………………………………… ……………………………………………………………………………… ……………………………………………………………………………… ……………………………………………………………………………… ……………………………………………………………………………… (Carried over from page 22)

(1) If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE: ……………………………………………...

Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

PRICE QUOTATION NOTICE
HO5-24/25-0010

REQUEST FOR THE PROCUREMENT OF A SUITABLE SERVICE PROVIDER TO RENDER CLEANING AND SANITARY HYGIENIC SERVICES OVER A PERIOD OF TWELVE (12) MONTHS AT THE CONTACT CENTRE, BISHO MASSACRE MEMORIAL HERITAGE CENTRE, BISHO AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

Bidders are here invited to submit quotations for the above indicated project. Quotation documents are downloadable for free of charge from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) as from **25 April 2024**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box not later than **11h00** on the **03 May 2024** when bids will be opened in public.

Physical Address of Bid Box: Department of Public Works & Infrastructure, Qhasana Building, Ground floor, Bhisho

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid 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 Bid Box.

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

Phase One: Administrative Compliance

Phase Two: Bidders passing all stages above 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**
TOTAL	-	**100 points**

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: SCM Email Address: supply.chain@ecdpw.gov.za Tel No: 040 602 4000/4563	Enquires: Ms. Siphosethu Mtimkulu Email Address: siphosethu.mtimkulu@ecdpw.gov.za Cell No: 040 602 4210/066 484 0441

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 **REQUEST FOR THE PROCUREMENT OF A SUITABLE SERVICE PROVIDER TO RENDER CLEANING AND SANITARY HYGIENIC SERVICES OVER A PERIOD OF TWELVE (12) MONTHS AT THE CONTACT CENTRE, BISHO MASSACRE MEMORIAL HERITAGE CENTRE, BISHO AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

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 Department of Public Works 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.
b. The Department of Public Works 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.

c. 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.

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: **HO5-24/25-0010**

REQUEST FOR THE PROCUREMENT OF A SUITABLE SERVICE PROVIDER TO RENDER CLEANING AND SANITARY HYGIENIC SERVICES OVER A PERIOD OF TWELVE (12) MONTHS AT THE CONTACT CENTRE, BISHO MASSACRE MEMORIAL HERITAGE CENTRE, BISHO AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box, Ground floor, Department of Public Works, Qhasana Building, Bhisho not later than **11h00** on **03 May 2024** when bids will be opened in public.

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid 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 Bid Box.

16. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

16.1 The Bid will be awarded to the bidder who scores the highest PPPFA points. However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA regulations.

17. 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).

18. COMMUNICATION

18.1 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.

18.2 The delegated office of Department of Public Works and Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.

18.3 Any communication to an official or a person acting in an advisory capacity for Department of Public Works in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

18.4 All communication between the Bidder(s) and Department of Public Works and Infrastructure must be done in writing.

18.5 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.

18.6 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 (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 an opportunity to consider what corrective action is necessary (if any).

18.7 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.

18.8 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.

19. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

Spare parts (paragraph 14)

20. 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.

21. 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.

22. 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.

23. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Public Works 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 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.

24. 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.

25. 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.

26. TAX COMPLIANCE

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

27. 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.

28. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS

28.1 The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise.

28.2 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.

29. OTHER CONDITIONS OF BID

29.1 The bidder must be registered on the Central Supplier Database (CSD) prior the award..

29.2 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 within the prescribed period, will lead to elimination. Bidders' tax matters will be verified through CSD.

29.3 The Department intends to award to the highest point scorer, unless circumstances justifies otherwise.

29.4 This quotation will be awarded as a whole.

29.5 The Department will contract with the successful bidder with an official order/appointment letter

TERMS OF REFERENCE / SPECIFICATION

REQUEST FOR THE PROCUREMENT OF A SUITABLE SERVICE PROVIDER TO RENDER CLEANING AND SANITARY HYGIENIC SERVICES OVER A PERIOD OF TWELVE (12) MONTHS AT THE CONTACT CENTRE, BISHO MASSACRE MEMORIAL HERITAGE CENTRE, BISHO AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

Request for a service provider to provide cleaning services for the period of twelve (12) months.

The following services are to be provided in areas such as offices, corridors, rest rooms, lifts, conference rooms, reception areas, stairwells, open areas, ablutions, etc.

Cleaning services

No.	Task	Frequency
Floors (Porcelain tiles/ slate/ grano/ flotax/ epoxy and linoleum Sheet)		
1.	Sweep the above-mentioned floor using broom, duster and damp mop with cleaning chemical and anti-bacteria.	Daily
2.	Damp and wipe the floor with mop and anti- bacteria/ detergent.	Daily
3.	Machine buff with floor polish (non- slip polish).	As and when necessary
4.	Scrub and strip using floor stripper.	As and when necessary
Carpets		
5.	Vacuum cleaning of all carpets	Daily
6.	Washing of all carpets (ad hoc project)	Bi- Annually
7.	Spot cleaning and washing of carpets with carpet shampoo	Weekly/ as and when necessary
Dusting		
8.	Dust all horizontal surfaces (low level)	Daily
9.	Dust all tables/ desks	Daily
10.	Dust all high ledges and fittings with twister dusters	Weekly
11.	Dust all vertical surfaces (walls, cabinets, fridges, microwaves etc.)	Weekly
12.	Dust all window ledges (high and low),window seals, door handles and door frames	Daily
13.	Dust telephones (both back and front	Daily
14.	Dust cleaning of all office blinds	Daily
Waste Disposal		
15.	Empty and clean all waste baskets and bins. Place the bin bags and waste at the designated disposal area for easy collection by municipality.	Daily
16.	Remove stains, disinfect all waste baskets and bins	Daily
Walls and Paint work		
17.	Clean and remove visible stains from the walls, skirting and partitions.	Daily
18.	Spot clean all low surfaces, glass walls/ panels, doors and light switches (finger marks, etc.)	Daily
19.	Spot clean all aluminum walls (low level)	Daily
Glass and Metal work		
20.	Clean and polish all bright metal fittings	Daily
21.	Clean all glass partitioning/ panels	Weekly
22.	Clean and shine lift doors and runner free of dust, grease, hand prints and spots	Daily
Ablution facilities (Bathrooms)		
23.	Empty and clean all waste receptacles	Twice a day
24.	Clean and sanitize all bowls, basins and urinals	Twice a day
25.	Clean all mirrors	Twice a day
26.	Clean all metal fittings	Daily
27.	Spot clean walls, doors and partitions	Weekly

28.	Filling of soap/ lotion dispensers, toilet roll dispensers and paper towel containers.	Twice a day
29.	Fill air freshener dispenser	As and when necessary
30.	Damp mop and wipe floors	Twice a day
31.	Clean all toilet floors with disinfectant	Twice a day
32.	Disinfect urinals and toilets	Twice a day
33.	Taps, overflows, outlet, chain and plug are free from grease, scum, debris and deposits	Twice a day
Window Cleaning		
34.	Clean and wash interior and exterior of all windows and panels free from dust, grease streaks, spots, splashes and marks. **N.B (That the entire Contact Centre building consists of a glass frame at elevated heights. The successful bidder is expected to clean the glass frames both internally and externally up to its heights frame. Therefore, an elevator or scaffolding will be needed to carry out this task successfully.)**	Quarterly
Miscellaneous		
35.	Polish all wooden furniture	Daily
36.	Vacuum cloth covered couches and chairs	Weekly
37.	Clean directory boards	Weekly
38.	Carpet Deep Cleaning	Bi- Annually
39.	Bathroom Deep Cleaning	Weekly
40.	Deep clean office blinds	Bi-Annually and as and when needed
41.	Defrost and deep clean all fridges and microwaves (inside and outside)	Clean daily and defrost monthly/ as and when necessary
42.	Wash up cups and glasses for all staff members and refill water jugs.	Daily and as and when necessary
Outside Areas (Parking lot, pavement in front of the building)		
43.	Pick up dirt, clean and sweep the parking lot and pavement	Weekly/ as and when necessary

1.2. Sanitary and hygiene services

1.2.1. The successful bidder shall render sanitary and hygiene services at the contact centre, Bisho in the following sequence (the following applies to all areas of the building, where applicable):

1.2.2. The following sanitary and hygiene equipment should be included in the total tender price. The successful bidder will be responsible for the maintenance of hand towel dispensers, toilet roll holders, soap dispensers and air freshener dispensers at its own cost – broken or damaged dispensers must be replaced by the bidder.

No.	Items
1.	<u>Toilet paper holders</u> - Lockable toilet paper holders must be supplied were there’s a shortage. - Maintain and repair the existing, replace where necessary. Note: The department will provide the toilet paper

2.	Toilet Sanitizer dispensers - Sanitizer dispensers for urinals should be maintained, repaired or replaced where necessary. -Toilet sanitizer must be refilled, daily.
3.	Air freshener dispensers -Supply (where there's a shortage) and maintain air freshener dispensers for all male, female and disabled toilets. - Air freshener to be refilled as and when needed.
4.	Hand paper towel dispensers - Sensor Operated Hand Towel (Paper) Dispensers to be maintained, repaired and replaced when necessary with the similar quality and colour. - To be refilled as and when necessary.
5.	Used hand paper towel bins - Supply (where there's a shortage) - Must be cleared daily.
6.	Hand soap dispensers - Sensor Operated Hand Soap Dispenser: maintain, repair or replace the existing when required with similar quality and colour. - Hand soap must be refilled, daily.
7.	SHE Bins - Supply sanitary bins in all female and disabled toilets cubicles and service weekly - SHE bins shall remain the property of the Department after the contract expired
8.	SHE Bin pack - (hygiene bags) to be provided and the disposal thereof

SUMMARY OF AREAS AND SERVICES TO BE RENDERED.

The following are areas where the mentioned services are required:

CONTACT CENTRE BUILDING		
Ground Floor		**Number**
1.	Foyer/ reception area	1
2.	Ablution facilities 1. Male Toilets (2 cubicles and 2 urinals)	3 1 1

	2. Female Toilet (3 cubicles) 3. Disable toilets	1
3.	Kitchenette	1
4.	Windows	Entire ground floor has a glass frame
5.	Lifts	2
6.	Staircase	2

First Floor		**Number**
1.	Boardrooms	2
2.	Ablution facilities 1. Male Toilets (2 cubicles and 2 urinals) 2. Female Toilet (3 cubicles) 3. Disable toilets	3 1 1 1
3.	Passages	5
4.	Windows	Entire first floor has a glass frame
5.	Lifts	2
6.	Staircase	2
Second Floor		**NUMBER**
1.	Offices	2
2.	Ablution facilities 1. Male Toilets (2 cubicles and 2 urinals) 2. Female Toilet (3 cubicles) 3. Disable toilets	3 1 1 1
3.	Passages	4
4.	Windows	Entire second floor has a glass frame
5.	Auditorium	1
6.	Lifts	2
7.	Staircase	2

<u>The bidders should take note:</u>

1. That the entire Contact Centre building consists of a glass frame at elevated heights. The successful bidder is expected to clean the glass frames both internally and externally up to its heights frame. Therefore, an elevator or scaffolding will be needed to carry out this task successfully.
2. In the event that the successful bidder makes use of a scaffold, a scaffold license will be required on site.

2. CONTRACT DETAILS

5.1. Contract duration

The intended term of the contract will be for a period of twelve (12) months.

5.2. Working hours

Normal working days (Excluding Public Holidays and weekends) from Monday to Friday. The appointed personnel would be expected to report for duties at 08h00 and knock off at 16h30.

5.3. Standards and Norms

The Service Provider needs to take into account the following cleaning standards and norms which need to be applied during the course of the service:

- Cleaning detergents
  - must be environmentally friendly
  - Ammoniated liquid detergent cleaners shall comply with SANS 1225.
  - Acidic water bowl cleaner in powder or granule form shall comply with SANS 1256, and liquid acidic cleaner for sanitary ware shall comply with SANS 1257.
  - Cleaning product containers must be disposed of, re- used and recycled appropriately.
- Disinfectants
  - Detergent disinfectants based on stabilised inorganic chlorine compound shall comply with SANS 643.
  - Disinfectants used for automatic dispensers to toilets and urinals shall comply with SANS 459.
- Finishes (Walls and floors)
  - Vinyl tiles, flooring shall be cleaned in accordance with SANS 1224.
  - Flooring is to be stripped and sealed initially and on request.
  - Floor sealer for vinyl flooring in accordance with SANS 1042 applied in accordance with the manufacturer's instructions.
  - Wipe and strip wooden wall finishes with approved detergent complying with SANS standards.
  - Tile surfaces are to be cleaned with approved detergent complying with SANS 525.
  - All cleaning and maintenance of floor shall be carried out in accordance with SANS 0170.
  - Sweep concrete floors with a heavy duty broom.
  - Floors to be scrubbed with auto scrubber.
- Carpets and carpet tiles
  - Carpets must be vacuumed cleaned with industrial standard equipment.
- Dusting, Wiping, Clean, Etc.
  - Wipe all surface areas with a clean damp cloth.
  - Turnstiles to be polished with turnstile polish.
  - Non-slip polish to be used for the granite top and flooring.
  - Ensure that clear bins bags are used at all times in offices and conference rooms.

5.4. **Cleaning material and equipment**

- All the required material, equipment, consumables, transport and equipment (e.g. scaffolding and elevators) will be provided by the successful bidder.
- The successful bidder is also required to provide 2-ply, white toilet paper rolls with 350 sheets. A monthly supply of three (3) bales of 48 rolls should be sufficient. (Each month three (3) bales of 2- ply, white toilet paper rolls with 350 sheets is expected. By the end of the 12-month contract you should have provided 36 bales)

- Ensure the standards of the equipment comply with the following:
  - All products must be “fit for the purpose”.
  - In the case of electrically operated equipment, products must comply with the applicable SANS standard.
  - Cleaning equipment is clean and correctly stored.
  - The Service provider must maintain a colour coding system for equipment, clothes and materials to minimize cross contamination from one type of area to the next:

Red – toilets

Yellow – kitchens

Blue - all other areas

5.5. **Service provider restrictions**

- The service provider shall have use of water and electricity, storage room, office and a rest room free of charge. The exact allocation of facilities will be agreed upon once the needs of both the department and service provider have been determined.
- The service provider shall provide services of high quality and standard to the satisfaction of the Department of Public Works and Infrastructure and DPW&I retain the rights of inspection.
- The service providers use of the facilities is subject to the following conditions:
  - The premises are maintained in a clean and orderly manner, in keeping with good housekeeping principles.
  - The premises are not used for any activities other than those relating to the rendering of the service as specified by this document.
  - The service provider must supply all cleaning material and equipment required.
  - The service provider shall ensure that all their staff complies with the regulations in terms of use of the facilities.
  - Upon termination and / or conclusion of the contract the service provider shall remove all its equipment and material from the premises and hand back keys to DPW&I.
  - The service provider shall ensure safe working practices are followed in public areas, passages and stairwells. Appropriate signage is used for warnings of wet floors, etc.
  - The service provider shall ensure that meeting rooms are cleaned as necessary and all waste promptly removed, efficiently and in any event prior to the commencement of the next meeting.
  - The service provider shall liaise frequently with the DPW&I to confirm access times to the meeting rooms and notice of meetings ending.
  - The service provider shall provide the routine cleaning, sanitary and hygiene service to all areas of the contact centre during access times agreed upon.
  - All equipment must comply with the relevant SANS Specifications and code of practice.
  - All equipment and materials are colour coded in line with HACCP.
  - Colour coded cleaning cloths to be used in accordance with HACCP.
  - Cleaning procedures and schedules are in place and up to date.
  - Discard procedures are in place and applied in respect of disposable cleaning equipment.
  - Cleaning equipment is clean and correctly stored.
  - Cleaning materials used in a safe and proper manner, in compliance with Health and safety Regulations.
  - Cleaning materials are selected and used so as not to cause any damage to surfaces.

- Ensure all cleaning equipment to be used in a particular area is clearly designated for such area and under no circumstances used elsewhere.
- Ensure any non-compliant cleaning equipment is not used by any person whatsoever in the provision of the cleaning services
- Ensure that staff is properly trained in the use of cleaning materials and equipment.
- All cleaning material as may at any time be necessary for the provision of the Cleaning Services are supplied and issued to DPW&I Staff.
- The service provider must submit monthly reports that includes environmental performance (report that outlines the quantities of chemicals used, including polishes and detergents), disposal of chemical containers, amount and type of waste generated during cleaning), health safety, quality, service level agreements and employee engagements.
- The awarded bidder must comply with all the acts and regulations applicable to cleaning services.
- The awarded bidder will be held responsible for any damages or injuries arising from any misuse or negligent use of equipment and material by on-site staff member.

5.6. **Staff Strategy**

5.6.1. Staff Allocation and Management

- The service provider is to allow for the provision of not less than 5 cleaners.
- The service provider must also provide for intensive training of all the staff appointed to ensure conformity with DPW&I requirements.
- Cleaners on leave should be replaced with temporary cleaners for the duration of leave or sick leave.
- Staff must consistently be allocated to work on a specific floor with minimal changes, safe to the extent reasonably required to maintain the service standards.

5.6.2. Uniforms

- All staff is to wear protective uniforms, headgear (including goggles, visors and masks) and be fully covered shoes and/or boots and gloves (appropriate to their tasks and functions) whilst on duty.
- The Service Provider shall supply all uniforms, which shall be of good quality.
- All uniforms must bear the name and logo of the Service Provider.
- Uniforms are to be worn at all times, without any exception.
- The Service Provider shall ensure that all its personnel employed in rendering of the service are at all times whilst on duty are neatly dressed, presentable and hygienic.

5.7. **Complaints Register**

5.7.1. A complaint register, in which complaints in respect of the service have been recorded, will be made available at an agreed point or points per building.
5.7.2. The supervisor must check the entries in the book on a daily basis to ascertain what complaints have been made and to ensure that these receive attention within 24 hours at the most.
5.7.3. Complaints must be resolved within 48 hours.
5.7.4. All complaints must be registered in writing with the DPW&I Supervisor.

5.8. **Security Conditions**

5.8.1. The awarded bidder must supply each stuff member with a photo card for easy identification.

5.8.2. It will be the responsibility of the Service Provider to ensure that all cleaning personnel on site display their identity tags at all times in such a way as to be fully visible. staff failing to display their identification tags may be removed from the site.

5.8.3. The card must have the following:

A. Company name
B. Staff name
C. Photo card

5.8.4. The relevant Departmental officials must be notified of any replacements of staff, for security reasons.

5.8.5. A list of names and certified ID copies of all employees who are to be employed on this contract must be furnished in writing to the Assistant Director: Cleaning Services at least 2 weeks before the commencement of the contract.

5.8.6. The awarded bidder must comply with all the acts and regulations applicable to cleaning services.

5.8.7. The awarded bidder will be held responsible for any damages or injuries arising from any misuse or negligent use of equipment and material by on- site staff member.

5.8.8. The relevant Departmental officials must be notified of any replacements of staff, for security reasons.

6. **CONTRACT REQUIREMENTS**

6.1. Three (3) years proof of experience (within the recent five-year period). Proof in the form of a testimonial must be attached to the document.

6.2. The Service Provider must provide uniform protective clothing which states the name of the company for easy identification.

6.3. The service provider must provide NO LESS than five (5) cleaners to clean the property.

6.4. Person Protective Equipment (PPE) will be the responsibility of the company for the safety and security of the Departmental staff.

6.5. The successful bidder may be required to provide additional services to offices acquired by the Department during the duration of the contract with negotiations.

6.6. A “Daily Performance Duty Sheet” to be placed at the back of each toilet door, completed and signed by the cleaner.

6.7. The successful bidder shall render cleaning, sanitary and hygiene services at the contact centre, Bisho.

6.8. Sanitary and hygiene equipment should be included in the total tender price. The successful bidder will be responsible for the maintenance of hand towel dispensers, toilet roll holders, soap dispensers and air freshener dispensers at its own cost – broken or damaged dispensers must be replaced by the bidder.

6.9. The Bid price must include all costs associated with execution of job, travelling, material, equipment, labour and any other required costs necessary to complete the contract.

6.10. Clean and wash interior and exterior of all windows and panels free from dust, grease streaks, spots, splashes and marks. **N.B (The entire Contact Centre building consists of a glass frame at elevated heights. The successful bidder is expected to clean the glass frames both internally and externally up to its heights frame. Therefore, an elevator or scaffolding will be needed to carry out this task successfully.)**

6.11. The awarded bidder will be compelled to comply with the “Covid- 19 Occupational Health and Safety measures in workplace”

6.12. Chemicals to be used must comply with the requirements of Occupational Health and Safety Act No.85 of 1993.

6.13. The service provider is required to comply with all the relevant legislation and applicable Bargaining Council agreements, including UIF, PAYE and the valid proof from the Department Labour must be submitted within 21 days after the receipt of an appointment letter.

6.14. The company must be registered with the National Contract Cleaners Association (NCCA) or BEECA or the South African Cleaners Association (CASA) and a valid membership card/ certificate must be attached to the document.

6.15. Bidders must attach a valid certified copy of Waste Disposal Authorization Certificate or a signed agreement by both parties with an authorized disposal Waste Company to ensure safe disposal of feminine hygiene waste in compliance with Occupational Health and Safety Act No.85 of 1993 and National Environmental Management Waste Act N.59 of 2008.

6.16. Occupational Health and Safety Plan must be submitted after the receipt of an appointment letter.

THE SERVICE PROVIDERS SHOULD TAKE NOTE OF THE FOLLOWING:

- Whether 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 departments requirement is not limited to the specified brand name but requires an item similar/ equivalent or better than specified.
- Cleaning, sanitary and hygiene services to be rendered at the Contact Centre, Bisho Massacre Memorial Heritage site, Bisho.
- All responsive bidders will be subjected to a security clearance.
- Any specification related enquiries may be directed to Ms. Siphosethu Mtimkulu at 040 602 4210 and **siphosethu.mtimkulu@ecdpw.gov.za**.

QUOTATION EVALUATION CRITERIA

This bid 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 bid 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 and bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
2. **The following Declaration must be completed and signed (SBD4). 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. The Form SBD1 "Part A" should be completed and "Part B" must be fully completed (date, signature, amount).
4. SBD 3.1- Pricing Schedule- Firm Prices – must be completed
5. If the Bid Sum (amount in words) is not completed, the bid will be eliminated.
6. Proposals that do not meet the specifications will be eliminated.
7. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. 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 the bid offer(s).
8. The following Annexures must be completed:
   a. Annexure C - Resolution to Sign (if applicable)
9. Only one offer 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.
10. **Three (3)** years proof of experience (within the recent five-year period). Proof in the form of a 3 (**three**) testimonial must be attached to the document.
11. The Company must be registered with the **National Contract Cleaners Association (NCCA)** and a valid membership/certificate must be attached to the document.

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	80 POINTS
SPECIFIC GOALS	20 POINTS
TOTAL POINTS	100 POINTS

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 (where applicable)**
4. **SBD 6.1 is attached**
5. **A Cipro certificate (CK) and certified ID copy/s must be attached as proof of ownership.**
6. **A Medical certificate from a medical Practitioner with a practise number must be attached to claim points for disability.**

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED

Name of bidder …………………………………………..	Bid number: **HO5-24/25-0010**
Closing Time:**11H00**	Closing date: **03 May 2024**

OFFER TO BE VALID FOR **60** DAYS FROM THE CLOSING DATE OF BID

REQUEST FOR THE PROCUREMENT OF A SUITABLE SERVICE PROVIDER TO RENDER CLEANING AND SANITARY HYGIENIC SERVICES OVER A PERIOD OF TWELVE (12) MONTHS AT THE CONTACT CENTRE, BISHO MASSACRE MEMORIAL HERITAGE CENTRE, BISHO AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

No	**Description**	**Period**	**Price Per Month** *(excluding VAT)*	**Total Cost** ***(****must be firm****)***
		A	**B**	**C** ***(A x B = C)***
1.	Cleaning & hygienic services Contact Centre ,Bisho Massacre Memorial Heritage Centre in Bisho for a period of twelve (12) months (**as per specification on page 10 to 13)**	Twelve (12) months	**R……………..**	**R……………..**
VAT AT 15% IF APPLICABLE				**R………………**
GRAND TOTAL *(Total price must be carried over to SBD 1 on page 3)*				**R………………**

VAT REGISTRATION NUMBER (IF APPLICABLE) ……………………………………

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:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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:

80/20 or **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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.)

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)
Historically Disadvantaged Individual:-		
(a) 100% black ownership	**6**	
(b) 51% to 99% black ownership	**4**	
(c) Less than 51% black ownership	**0**	
Black women ownership:-		
(a) 100% black women ownership	**4**	
(b) 30% to 99% black women ownership	**2**	
(c) Less than 30% black women ownership	**0**	
Black youth ownership:-		
(a) 100% black youth ownership	**4**	
(b) 30% to 99% black youth ownership	**2**	
(c) Less than 30% black youth ownership	**0**	
People with disability:-		
(a) 20% or more disabled people ownership	**4**	
(b) Less than 20% disabled people ownership	**0**	
Locality:-		
(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 propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………

DATE: ………………………………………………………

ADDRESS: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

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 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, (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 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.

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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.

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

ANNEXURE A

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) ______

____

____

SIGNED ON BEHALF OF THE COMPANY: ___________________________________

IN HIS/HER CAPACITY AS: ____

DATE:____

SIGNATURE OF SIGNATORY: ____

WITNESSES:

1.___________________________ SIGNATURE: ____________________________

GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

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 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.

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 xation 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 performace security, damages, or termination for default if and to the extent that hi 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.