



THE GOVERNMENT PRINTING WORKS

REPUBLIC OF SOUTH AFRICA

INVITATION TO TENDER

FOR

**RENDERING OF A CLEANING SERVICES AT THE PREMISES OF THE
GOVERNMENT PRINTING WORKS, FOR A PERIOD OF TWO YEARS**

Tender number: GPW- C69

CLOSING DATE: 28 March 2019

NOTE TO TENDERERS:

**PLEASE CAREFULLY READ THIS DOCUMENT, COMPLETE WHERE REQUIRED,
INITIAL EACH PAGE AND SIGN IN FULL AT THE END**

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1. INTRODUCTION

The Government Printing Works (GPW) is a government component reporting to the Minister of Home Affairs; with oversight by the Parliamentary Portfolio Committee on Home Affairs. It specialises in the printing and development of security media, including ballot papers, voters roll, passports, visa, birth certificates, educational certificates, and smart identity documents (ID) cards, examination materials, and a wide range of other high security printed media. GPW operates as a self-funded business within the regulated parameters of the department of Home Affairs.

2. PURPOSE OF THE TENDER

Provision of cleaning services, this includes all cleaning services and provision of cleaning material for all GPW premises.

3. DEFINITIONS

In this document, specific expressions and words have the following meanings assigned to them:

“GPW” means the Government Printing Works, 149 Bosman Street, Pretoria, South Africa;

any gender shall include the other gender;

any singular shall include the plural and *vice versa*;

Clause headings are for convenience only and are not to be used for interpretation.

“Bidder” means the juristic person submitting the completed bidding documentation in response to this advertisement by the GPW, and who also means “Supplier/Service Provider” in the context of this document.

4. CONDITIONS AND UNDERTAKINGS BY BIDDER BID

4.1 **The Bid forms should not be retyped or reedited but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.

4.1.1 Black ink should be used when completing Bid documents.

- 4.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. Government Printing Work swill accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 4.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to Government Printing Works on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 4.3 I/We agree that -
- 4.3.1 The offer herein shall remain binding upon me/us and open for acceptance by Government Printing Works during the validity period indicated and calculated from the closing hour and date of the Bid;
- 4.3.2 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and
- 4.4 **NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**
- 4.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 4.6 I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfillment of this contract.

Signature(s) of Bidder or assignee(s)	Date
Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this bid?	
Name of Bidder [company name] (in block letters)	
Postal address (in block letters)	

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

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Telephone Number: FAX
Number.....

Cell Number.....

5. BID CONDITIONS

- 5.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Not Comply" or "Partial" (with a √)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.
- 5.2 A "√" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A "√" under "Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does **not accept** the content of the applicable paragraph. A "√" under "Partial" will be interpreted and evaluated objectively against explanations and supporting documentation accordingly.

NOTE: If PARTIAL is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "Non Comply". It is mandatory for the bidders to comply with the following bid conditions.

5.3 The following bid conditions will govern the contract between the Government Printing Works and the successful bidder:

Requirement	ACCEPT	NOT ACCEPT
5.3.1 Bidders are invited to offer the Services in accordance with the attached Specifications and the conditions within this document.		
5.3.2 The successful Bidder/s will be contracted to render Cleaning Services for a period to be agreed after which GPW reserves the right to review and extend the contract for further period/s at the GPW's discretion.		
Interpretation of requirements	ACCEPT	NOT ACCEPT
<i>5.3.3 The Bidder/s shall accept GPW's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and GPW.</i>		
5.3.4 Should any dispute arise as a result of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and GPW, it shall be dealt with in terms of the General Conditions of Contract of this document.		
5.3.5 Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFT, the Bid conditions shall take preference.		

Documentation	ACCEPT	NOT ACCEPT
5.3.6 Bidder's name and address should clearly appear on the outside of tender documents and on envelope.		

Selection	ACCEPT	NOT ACCEPT
5.3.7 GPW reserves the right to evaluate and consider any Bids that do not comply strictly to this RFT.		
5.3.8 Acceptance of any Bids will only indicate, without any obligations on the part of either GPW and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.		
5.3.9 GPW reserves the right to make a selection solely on the information received in the Bids		
5.3.10 Should GPW consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so requires.		
5.3.11 Should GPW consider it necessary, GPW		

will visit the Bidder/s customer sites.		
5.3.12 GPW reserves the right:		
5.3.12.1 to cancel this RFT at any time;		
5.3.12.2 not to accept any Bids;		
5.3.12.3 to contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.		

Alternative suppliers	ACCEPT	NOT ACCEPT
5.3.13 The Bidder accepts that the GPW will have the right to contract with any other Service Provider for provision of services not covered by this specification.		
5.3.14 Bidder must also submit: A written statement to the specification of GPW by the bidder, that none of his personnel have any involvement or interest in the bidder's business.		

Submission of Bid	ACCEPT	NOT ACCEPT
5.3.15 GPW will also reject an offer if the Bidder/s fail to complete the compliance section/s in the format as described in paragraphs 2.1.		

Evaluation Criteria	ACCEPT	NOT ACCEPT
5.3.16 GPW will evaluate the bids against the following criteria: <ul style="list-style-type: none"> • Price • BBBEE level 1 • Compliance to Bid Condition 		

Addenda	ACCEPT	NOT ACCEPT
5.3.17 In the event that modifications, clarifications or additions to the RFT become necessary, all Bidders will be notified, in writing, addenda to this RFT.		
Preparation Costs	ACCEPT	NOT ACCEPT
5.3.18 All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with RFT will become GPW property unless otherwise stated by the Bidder/s at the time of submission.		
5.3.19 Payments of invoices will be effected on by last day of the calendar month following the		

calendar month of receipt of a correct and original invoice. Invoices/statements should be submitted <u>after</u> GPW has acknowledged receipt of the services procured or goods supplied. A correct and original monthly statement reflected the above invoices must be submitted to GPW by the 5 th of each month.		
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6. CONTRACT TERMINATION

A contract/s with a successful Bidder/s may be terminated by the GPW on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid being submitted and the contract being entered into. The GPW, if it wishes to terminate the contract, shall be required to give 30 (thirty) days written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between the GPW and the successful Bidder. In this instance the GPW shall only remain liable for all amounts due to the successful Bidder with respect to the period ending on the date of the cancellation, and shall not be held liable for any damages or losses on the basis of such a termination of the contract.

7. IMPORTANT DATES AND TIMES

This table below lists certain key dates and activities relevant from time of issuance of this RFT until the closing date.

<u>No</u>	<u>Description</u>	<u>Date and Time</u>
1	RFT document available for collection or Download from GPW website	12 March 2019 12h00
2	Last date on which RFT documents may be collected. No RFT documents will be issued after this date and time.	25 March 2019
3	Compulsory briefing sessions – see page 11 for information regarding briefing dates.	18-22 March 2019
4	Last date to submit written clarification questions	26 March 2019
5	Last date for GPW to respond to written questions, if any, in writing.	27 March 2019
6	Closing date	28 March 2019 11h00

Any time or date in this RFT is subject to change, at the discretion of GPW.

8. OPERATIONAL CONDITIONS SPECIFICATION

EQUIPMENT

All equipment needs to be of an acceptable quality standard. All equipment utilized should be of a recognized brand within the facilities management industry as being durable in construction and reliable in service.

GPW will inspect the condition of the following cleaning equipment that will be required (before the contract starts):

Vacuum cleaners, Industrial carpet washer, High pressure water washer, Industrial scrubbing machine, Water buckets, Soft cloths and Rubber gloves.

GPW will supply brooms, mops and cleaning chemicals.

Other cleaning chemicals/Solutions will be provided by the bidder.

9. BID REQUIREMENTS FOR CLEANING STAFF

The following number of cleaners is needed:

- 1 Full-time Supervisor to monitor 149 Bosman Street, 83 Visagie Street and 89 Visagie Street
- 39 General cleaners

<u>Floors</u>	<u>Kitchen</u>	<u>Passage/Staircase</u>	<u>Office</u>	<u>Reception area/boardrooms</u>	<u>Open plan office</u>
<u>149 Bosman Street</u>					
<u>One cleaner required to clean third and second floor including bathrooms</u>					
Third floor		1			
Second floor		1			
<u>One cleaner required to clean HR including hygiene</u>					
First floor Human Resources	1	1	7	1	3
<u>One cleaners required to clean ground floor and factory offices including bathrooms</u>					

Ground floor Restaurant		1			
Formbinding & Dispatch			6		
Litho division			2		
Letterpress division			3		
Bookbinding			2		
<u>Six cleaners required to clean first floor including bathrooms</u>					
Ground floor SCM		1	6		
Contract Management		1	1		
Ground floor boardroom			1		
Ground floor Advertisement			3		
Ground floor Costing			3		
Ground floor Contract Printing					1
Ground floor Technical Planning		1	1	1	1
Bosman Street Entrance		1	3	1	
Operations & Production	1	1	4	2	
<u>Two cleaners required to clean the basement, SCM stores (offices), Training Centre, Maintenance offices, First Aid room and outside parking area including toilets</u>					
Johannes Ramokhoase entrance gate (staff entrance/time keepers), Training centre, and SCM stores	1	1	7		

First Aid room			1		
Maintenance division			3		
Johannes Ramokhoase entrance gate (Vehicles entrance) Outside parking areas		4			
<u>83 Visagie Street</u>					
<u>Twelve cleaners required to clean passport factory pavilion one and two including bathrooms and outside area</u>					
Pavilion one	1	1	10	3	
Pavilion two	1	1	10	3	
<u>Ten cleaner required to clean GPW head office(under construction to be completed September 2019) including bathrooms</u>					
<u>ABSA building</u>					

<u>One cleaner required to clean Mafikeng including bathrooms</u>					
Mafikeng	1	1	5	2	2
<u>One cleaner required to clean East London including bathrooms</u>					
East London	1	1	5	2	2
<u>Three cleaners required to clean 88 Visagie Street including bathrooms</u>					
88 Visagie	1	1	5	2	2
<u>Three cleaners required to clean Pretoria Warehouse including bathrooms</u>					
Pretoria Warehouse	1	1	5	2	2

NB: GPW reserve the right to appoint different service provider at the following areas: East London,Mafikeng.

Bidders are requested fill separate price schedule for East London and Mafikeng offices.

10. BID REQUIREMENTS

The GPW reserves the right to award this tender as a whole or in part.

The bidder shall prepare for a possible presentation should GPW require such and the bidder shall be notified thereof not later than 4 days before the actual presentation date.

A supervisor must be included and need to monitor the cleaning service between 149 Bosman Street and 83 Visagie Street ,Pretoria regional office and GPW Head daily. A register for monitoring attendance must be provided monthly.

GPW requires a minimum of 40 cleaning staff for the duration of the two years contract period.

Only recognized cleaning and hygiene service providers with proven experience of cleaning services will be considered.

11. COMPULSORY BRIEFING SESSION

All prospective service providers must attend the compulsory briefing session. All respondents attending the briefing session will be issued with an attendance certificate which is one of the returnable documents.

The bidder is requested to provide an offer for the provision of a monthly cleaning service at sites 1 to 7 respectively, at the premises of the GPW. The seven sites are situated at the following addresses:

Compulsory site inspections and information sessions will be held as follows:

1. Site 1: GPW Head Office

Date: 18 March 2019

Time: 11h00

Venue: GPW Head Office, 149 Bosman Street, PRETORIA

Contact person: Mr. Eric Chibasa (Tel: (012) 748 6396)

2. Site 2: GPW Stationery Warehouse

Date: 19 March 2019

Time: 11h00

Venue: GPW Stationery Warehouse, Richards Bay Avenue, Zandfontein
PRETORIA

Contact person: Mr. V Manganye (012 748 6131)

3. Site 3: GPW 83 Visagie

Date: 19 March 2019

Time: 11h00

Venue: GPW Head Office, 83 Visagie Street, PRETORIA

Contact person: Mr. Eric Chibasa (Tel: (012) 748 6396)

4. Site 4: GPW Mmabatho Regional Office

Date: 20 March 2019

Time: 11h00

Venue: No 3 first street, Industrial site, Mafikeng

Contact person: Patrick Pholose (079 192 3577)

5. Site 5: GPW East London Office

Date: 22 March 2019

Time: 11h00

Venue: Gate 5, Waverly Park, Phillip frame Road, East London.

Contact person: Ntanta Nondzame (082 803 3176)

6. Site 6 :GPW Head Office(ABSA Building)

Date: 19 March 2019

Time: 11h00

Venue: GPW Head Office, 83 Visagie Street, PRETORIA

Contact person: Mr. Eric Chibasa (Tel: (012) 748 6396)

7. Site 7 :GPW 88 Visagie

Date: 19 March 2019

Time: 11h00

Venue: GPW Head Office, 83 Visagie Street, PRETORIA

Contact person: Mr. Eric Chibasa (Tel: (012) 748 6396)

Failure to attend the compulsory briefing session will result in disqualification.

12. CONDITIONS AND REQUIREMENTS TO BIDDERS IN RESPECT OF THIS TENDER

The Government Printing Works will make use of this opportunity to discuss the General approach, which it wants to achieve through the contract for this service. Prospective tenderers are therefore urged to ensure their attendance thereof.

Government Printing Works will review contract 12 months from commencing, with regard to occupation of the building under construction.

Bidders must kindly note that the contact personnel at the GPW responsible for this bid advertisement are:

GPW Supply Chain Management Section: Ms. Lufuno Mudau (Tel: (012) 764 -3905)

GPW Supply Chain Management Section: Mr. E Chibasa (Tel: (012) 748-6396
GPW Supply Chain Management Section: Mr. T Masiso (Tel: (012) 748-6291

13. QUALIFICATION OF PROSPECTIVE TENDERERS

Only suppliers, who can offer proof of their ability to provide cleaning service that complies with the details of this specification, should submit bids. In this regard, the bidder must supply at least 5 (five) references of locations where a similar cleaning service has been provided. The GPW reserve the rights to request a site visit to such reference locations, in which the GPW will finance own transportation expenditure.

In case of Joint Venture a BBBEE certificates for JV must be submitted as mandatory document and no points will be awarded for bidders who fails to submit BBBEE certificates.

To be considered for evaluation, all bidders must have BBBEE level 1

In case of partnership or Close Corporation an affidavit reflecting the names, ID Numbers and addresses of partners on members and in the case of a company, such information regarding the directors must be submitted with the tender documents, together with a copy of the latest audited financial statements.

The prospective tenderer must submit along with the tender documents documented system analysis for a functional organization structure as a basis for managing this Contract. This must be broken down per service point. A clear indication shall be given of the cleaning services envisaged, organizational principles, procedures and functions for the effective management and operation of this contract.

14. REASON FOR DISQUALIFICATION

- Bidders who do not submit a valid and original Tax Clearance Certificate /detailed CSD indicating current tax status on the closing date and time of the bid
- Bidders who submitted incomplete information and documentation according to the requirements of this RFT.
- Subcontracting is not allowed and will results in disqualification
- Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.
- Bidders who received information not available to other vendors through fraudulent means; and/or

- Bidders who do not comply with *Bid conditions* as stipulated in this RFT.

15. PERSONNEL

The service provider will be required to ensure that sufficient personnel, and supervision with the necessary expertise and experience, are available to execute all the supplier's responsibilities.

It is important to note that the cleaning services offered will be executed at seven sites. Some of these sites are classified high security production zones within the GPW. The Supplier's personnel will therefore be allowed access to these zones only provided that any conditions, which the GPW may wish to impose for the maintenance of security within these zones, are fully complied with by the Supplier's personnel. The Supplier therefore assumes full responsibility for the actions, discipline and behaviour of the Supplier's staff whilst on the premises of the GPW. The GPW retains the right to prohibit any staff member(s) of the Supplier from entering any premises of the GPW, without providing the Supplier with reasons for such decision or with appropriate access. The Supplier will be required to respect and keep in good order any accommodation, tools, equipment and services supplied by the GPW for execution of the Supplier's responsibilities in terms of this bid.

16. MINIMUM WAGES

It is expected that the service provider shall pay his/her employees at least a minimum basic wage.

17. DURATION

The duration of the contract will be for a period of 24 months, commencing from 1 April 2019 and terminating 31 March 2021 with a possible extension one year. The GPW will review the contract yearly.

18. SERVICE LEVEL AGREEMENT

The Successful Service Provider will be required to sign the Service Level Agreement prepared by GPW.

19. SCOPE OF WORK

DUSTING

Unless otherwise stated, the under-mentioned should be dusted every day with a soft cloth or duster, which is recommended specifically for this purpose, and should be cleaned daily:

- a) Office areas, meeting rooms, training offices, Board rooms and security rooms

- b) Contents of each room
- c) All surfaces and partitions
- d) All artwork and frames
- e) Wooden panels and partitions
- f) Passages and stairs

AREA OUTSIDE THE BUILDING – RECEPTIONS AND COURTYARD

These areas must be swept and washed on a daily basis to remove dust, dirt and leaves:

- a) Parking areas
- b) Entrance areas
- c) Drains
- d) Paved areas
- e) Pick up all rubbish on paving – daily.
- f) Sweep paving with a hard broom – daily.
- g) Walkways should be washed and scrubbed with soap and water - weekly

DOORS/GLASS PARTITIONING

- a) Remove all dirty spots on wooden and aluminum doors – daily
- b) Wash all glass doors (inside and outside) with a degreasing agent and equipment that will not scratch the surface, as required – weekly (minimum) or on request.
- c) Wash all full height and low-level glass partitioning – weekly.

ELEVATORS

- a) Clean all elevators inside and outside with degreasing agent using a cloth that will not scratch the surface, as required – daily.

FURNITURE

- a) Polish wooden furniture everywhere with an approved polish. Such polish should not be greasy, and should not come off on anything it comes into contact with after it has been polished – weekly (minimum)
- b) Do not polish any laminated furniture. Remove all dirty spots from glass tops, desks and other furniture such as, bookcases, empty shelves in a proper way – daily
- c) Damp-Wash those parts of furniture covered in leather or imitation leather – daily.
- d) Treat upholstered or leather covered parts of furniture with an approved agent – monthly. Vacuum those parts of furniture covered with fabric – weekly.
- e) Wipe telephones with a damp cloth using a suitable diluted disinfectant – daily.

INSIDE WALLS

Remove all spots such as fingerprints on walls, paintwork, and electric switches – daily. Interior walls of passages and office should be washed – monthly (minimum).

STAIRS

- a) Wipe banisters with a damp cloth – daily.
- b) Use polish on wooden banisters that will not scratch the surface, as required – monthly
- c) Clean all visible pipes - daily.

FLOORS IN PASSAGES

- a) Clean all floors in order to maintain a high gloss – daily.
- b) Should entry to offices or high traffic make it difficult to treat floors, it should be done after office hours.
- c) Wash floors with an appropriate disinfectant – daily.

CARPETS (wall-to-wall and loose)

- a) Vacuum Offices and Conference Facilities – weekly
- c) Clean spots or stains immediately on a daily basis. Carpets should be treated appropriately and should be guarded against the use of cleaning agents that could damage or discolour the carpets.

RUBBISH REMOVAL

- a) Empty all waste bins in office, kitchen, bathrooms and general areas – daily.
- b) All rubbish bins should be washed with an approved disinfectant.
- c) Sufficient rubbish bags need to be provided daily to outline the bins in the kitchens, bathrooms or where necessary.
- d) All rubbish bags will be removed from the containers with the rubbish intact and the containers will be outlined with new bags daily.
- e) Empty and wash all large bins in passages – Daily.
- f) The contents of waste bins and other office rubbish should be removed neatly in bags and deposited to the collecting points of rubbish bins provided for this purpose
- g) Rubbish bags may not be dragged across floors or carpet tiles as the bags may be damaged.

KITCHENS

- a) Kitchen floors to be washed - daily
- b) Counters tops to be washed - daily
- c) Cupboards to be cleaned and washed inside weekly to avoid infestation.

- d) Floors to be washed daily.

BATHROOMS

- a) Bathroom floors to be washed - daily
- b) Counters tops to be washed - daily
- c) Toilet Pans, Covers, Urinals, Basins, Towel Rails and Taps are to be cleaned with approved disinfectant – twice a day
- d) An approved agent should be put in toilet pans to prevent deposits forming – weekly
- e) Showers should be disinfected with an approved disinfectant – daily
- f) All mirrors should be cleaned and polished – daily
- g) Approved agents should be put in basins and urinals to prevent clogging – weekly
- h) Glazed and enamel surfaces should be washed with an approved liquid agent, no abrasives or scouring materials may be used
- i) Toilet papers and paper towels/rolls to be replaced regularly during the day.

BRASS ITEMS

- a) Should be cleaned - daily.
- b) Should be polished with appropriate agent using equipment that will not scratch the surface, as required – weekly or on request.

REFRESHMENT (TRAINING ROOMS)

- a) Wash all crockery and maintain proper stock control.
- b) Maintain a clean & healthy catering environment
- c) Glasses and water bottles must be cleaned and replenished daily.

CLEANING TIME

The servicing times will occur daily during normal office hours (07H00 – 16H00) except where changes are specifically requested by Government Printing Works.

WINDOWS

Windows will be washed inside twice a month. Company must provide own personnel protection equipment and other equipment when deemed necessary when cleaning off windows.

20. OTHER CONDITIONS AND UNDERTAKING BY BIDDER IN RESPECT OF THIS BID

SECURITY IDENTIFICATION

The contractor must supply each employee with a photo identification card. The card must have the following information:

- a) The name of the firm (contractor)
- b) Name of the employee
- c) Identity number of the employee
- d) Signature of the employee
- e) Company uniform – clearly marked with the company name

The card must be worn so as to be visible at all times whilst on the premises. The contractor 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, as well as their replacements, must be furnished beforehand.

FIRE EXTINGUISHERS

The contractor and his employees shall under no circumstances make use of fire hose reels or other fire extinguishers on the site in the activities attached to the rendering of the services.

WARNING SIGNS

Clearly readable warning notices or signs shall be visibly exhibited where needed, where the rendering of the cleaning services may cause injuries to any person(s).

INFLAMMABLE AND POISONOUS SUBSTANCES

The contractor shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the Government Printing Works for the rendering of the services or any other purposes.

DAMAGE COMPENSATION

The contractor will be held responsible for any damage or thefts that may be caused, to the premises or contents, by him or his employees or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the contractor.

COMPLIANCE WITH ACTS AND REGULATIONS

The contractor must comply with all the acts and regulations applicable to the cleaning services.

TRAINING

Cleaning staff needs to be trained in every aspect relating to the handling of all materials and equipment that they use with regards to this contract. The employer will be held responsible for any damages or injuries arising from any misuse or negligent use of such materials and equipment by one of their “on site” staff members.

ABSENTEEISM

Should a staff member not be present at work a replacement is required by 10H00 of that day.

MONITORING AND CONTROL

The Government Printing Works Project Officer reserves the right to verify that the service provider conforms to the specifications and criteria as contained in this bid document requirements as stipulated in the specifications.

TERMINATION OF CONTRACT

For any reason that the service provider does not conform to the specification and criteria as contained in the bid specification then both parties will settle their outstanding amount due to each party within 30 days after the termination of the contract.

21. QUALIFICATIONS AND EXPERIENCE

- a. Details of the extent of the tenderer cleaning activities and business, e.g. branches, etc:

- b. A listing of existing cleaning contracts with references (at least five & proof):

- c. The number of years that the service provider is in the cleaning under its present name:

- d. The names and particulars of the directors of your company: (Attached CIPRO printout).

22. EVALUATION CRITERIA AND METHODOLOGY

Prequalification Criteria

BBBEE Level 1

The Evaluation criteria

For purposes of adjudication, bids will be scored on a points system as follows:	
Price	80
Point for BBBEE (SBD 6.1)	20
Credible references	40
Less than three	10
Five and more	40
Experience	60
Less than one year experience	0
Between One and Two years' experience	15
Between Two and Three years' experience	30
Between Three and Four years' experience	45
Five years and more experience	60

TECHNICAL COMPLIANCE ON CREDIBLE REFERENCES AND EXPERIENCE

A score of 75 points or more must be obtained for any tender submission to progress to phase two.

23. BID OFFER

Supply of a daily cleaning service to the GPW at seven sites, which meets the following specifications:

Cleaning service specifications		
1.Contract period		State “as specified” or state your offer
1.1	The contract will be for a period of 24 months with commencement date 1 April 2019 and termination date on 31 March 2021 with a possible extension to five years.	
1.2	During the contract period, 24 monthly Cleaning services will be completed at each of the sites 1 to 7 respectively. The Supplier shall submit a proposed weekly and monthly service schedule.	
1.3	Although a pre-determined service schedule shall be agreed upon, the Supplier should remain flexible to accommodate the changing operational needs of the GPW.	
2. Pricing details		State “as specified” or state your offer
2.1	The price for cleaning services is firm for the duration of the period contract; or	
2.2	The price for cleaning services is not firm, state basis of price escalation on a separate schedule.	
2.3	If no schedule is attached it will be deemed that the prices will remain firm for the contract period.	
2.4	Payment will be made by the GPW within 30 days of completing the monthly cleaning and hygiene service to the satisfaction of the GPW.	
2.5	Payment would only be made to the service provider that is awarded the tender.	
3. General		State “as specified” or state your offer
The following conditions shall apply:		
3.1	After the supply of each monthly cleaning service, the Supplier will be responsible for any damages caused by his or her staff’s negligence.	
3.2	The GPW will have the right to cancel the period contract if the cleaning service does not conform to the specifications and criteria as contained in this document.	

3.3	The Supplier will ensure that his/her staffs operate under adequate, experienced supervision at all times when providing cleaning and hygiene services on the premises of the GPW.	
3.4	The Bidder accepts that failure to meet his obligations in terms of the period contract, i.e. non-performance by the Supplier, is subject to a penalty clause.	
3.5	All formal communication between the Supplier and the GPW will be in writing.	
3.6	The Supplier agrees to attend performance meetings at the premises of the GPW, when so required, at mutually agreed dates and times.	
3.7	The GPW will enter into a Service Level Agreement with the Supplier. This Agreement to be negotiated after selection of the successful bid.	
3.8	The Supplier will commence with the contract on the 01 January 2014.	
4. Suppliers details		State details
4.1	State the Supplier's name	
4.2	State the Supplier's address	
4.3	State the Supplier's contact details (name, telephone and facsimile numbers).	
4.4	Does the Bidder contemplate involving the services of any third party in the execution of the cleaning? If so, then state:	
	(a) Are there any cost implications specific to this arrangement? If so, then state the details (these costs must be reflected separately in this column)	

	(b)	Does the Supplier accept full responsibility for the services rendered, as well as for any other action by the third party during execution of the fumigation service?	
4.5		In order to determine security measures people performing work at site 4 will be requested to undergo security clearances at NIA (National Intelligence Agency).	
4.6		The GPW will notify the successful Bidder after completion of the adjudication process. It is required that the successful Bidder acknowledges receipt of such notification in writing.	

24. BID PRICE DETAILS

CLEANING SITES

<u>Site</u>	<u>Monthly cost for Cleaning VAT excluded (State price in Rand)</u>
<i>Purchase price details site 1</i>	
<i>149 Bosman Street (9 cleaners)</i>	
<i>Purchase price details site 2</i>	
<i>83 Visagie Street (12 cleaners)</i>	
<i>Purchase details site 3</i>	
<i>GPW Head office(ABSA Building) (10 cleaners)</i>	
<i>Purchase details site 4</i>	
<i>88 Visagie Street (3 cleaners)</i>	
<i>Purchase details site 5</i>	
<i>Mafikeng (1 cleaners)</i>	
<i>Purchase details site 6</i>	
<i>East London (1 cleaners)</i>	
<i>Purchase details site 7</i>	
<i>Pretoria warehouse</i>	

(3 cleaners)	
<i>Purchase details for supervisor</i>	Monthly cost for Supervisor VAT excluded (State price in Rand)
149 Bosman Street and 83 Visagie Street (1 supervisor)	

Annexure SBD 1



**GOVERNMENT PRINTING WORKS
REPUBLIC OF SOUTH AFRICA**

149 Bosman Street, Private Bag X 85, Pretoria, 0001
Tel. (012) 334-4542 Fax: (012) 323-0009

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT PRINTING WORKS					
BID NUMBER:	GPW-C69	CLOSING DATE:	28 March 2019	CLOSING TIME:	11H00
DESCRIPTION	RENDERING OF A CLEANING SERVICES AT THE PREMISES OF THE GOVERNMENT PRINTING WORKS, FOR A PERIOD OF TWO YEARS				
THE SUCCESSFUL BIDDERS WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED
IN THE BID BOX SITUATED AT 149 BOSMAN STREET,
PRETORIA

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				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES ENCLOSE PROOF)		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES ANSWER PART B:3 BELOW)
SIGNATURE OF BIDDER			DATE:	
CAPACITY UNDER WHICH THIS BID IS SIGNED (attached proof of authority to sign this bid; e.g. resolution of directors, etc.)				
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Government Printing Works		CONTACT PERSON:	
E-MAIL ADDRESS				

TERMS AND CONDITIONS FOR BIDDING

- | |
|--|
| <p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/</p> |
|--|

MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

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

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

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

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? NO YES

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

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



**GOVERNMENT PRINTING WORKS
REPUBLIC OF SOUTH AFRICA**

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TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of Tender that the taxes of the Successful Respondent must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondent's tax obligations.

1. In order to meet this requirement Respondents are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign Respondents who wish to submit Tenders.
2. SARS will then furnish the Respondent with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the Tender Submission. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the Tender Submission. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In Tender Submissions where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za

6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za

--End of Annexure SBD 2--

Annexure SBD 4



**GOVERNMENT PRINTING WORKS
REPUBLIC OF SOUTH AFRICA**
149 Bosman Street, Private Bag X 85, Pretoria, 0001
Tel. (012) 334-4542 Fax: (012) 323-0009

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this RFT. In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Respondent or its authorised representative declare its position in relation to the evaluating/adjudicating authority where the legal person on whose behalf the Tender is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the Tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the Tender.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**

¹ "State" means –

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

- 2.1 Full Name of Respondent's representative:

 2.2 Identity Number:

- 2.3 Position occupied in the Respondent (director, trustee, shareholder², member):

- 2.4 Registration number of Respondent:

- 2.5 Tax Reference Number (if any):

- 2.6 VAT Registration Number (if any):

- 2.7 Are you or any person connected with the Respondent recently employed by the state **YES / NO**
- 2.8 If so, furnish the following particulars:
- 2.8.1 Name of person / director / trustee / shareholder/ member:

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

 Position occupied in the state institution:

 Any other particulars:

- 2.8.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.8.2.1 If yes, did you attach proof of such authority to the

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

Tender Submission?

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

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

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

2.9 Did you or your spouse, or any of the company's directors/ trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES /
NO**

2.9.1 If so, furnish particulars:

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

2.10 Do you, or any person connected with the Respondent, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and/or adjudication of this Tender?

**YES /
NO**

2.10.1 If so, furnish particulars:

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

2.11 Are you, or any person connected with the Respondent, aware of any relationship (family, friend, other) between any other Respondent and any person employed by the state who may be involved with the evaluation and or adjudication of this Tender?

**YES /
NO**

2.11.1 If so, furnish particulars:

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

2.12 Do you or any of the directors / trustees / shareholders / members of the Respondent have any interest in any other related companies whether or not they are bidding for this contract?

**YES/
NO**

2.12.1 If so, furnish particulars:

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

3. DECLARATION

I, THE UNDERSIGNED NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN ABOVE IS CORRECT. I
ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST
ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Respondent



**GOVERNMENT PRINTING WORKS
REPUBLIC OF SOUTH AFRICA**

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

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

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

1. GENERAL CONDITIONS

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

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

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.2 Points for this bid shall be awarded for:

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

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

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

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

Non-compliant contributor	0	0
---------------------------	---	---

5 BID DECLARATION

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

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

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

7 SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8 DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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

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



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DECLARATION OF RESPONDENT'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the Respondent or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.1.1	If so, furnish particulars:		
4.2	Is the Respondent or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za). Follow the link and click on the icon "Register for the Tender Defaulters" (which you will find at the bottom of the page), or submit a request for a hard copy of the Register to facsimile number (012) 326 5445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Respondent or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Respondent and any organ of state terminated during the past five years on account of a failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Respondent

Annexure SBD 9



**GOVERNMENT PRINTING WORKS
REPUBLIC OF SOUTH AFRICA**
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CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds
3. Treasury Regulation 16A9 prescribes that Accounting Officers and Accounting Authorities must take all reasonable steps to prevent abuse of the supply chain

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

management system and authorizes Accounting Officers and Accounting Authorities to:

- 3.1 disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
- 3.2 cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the Tender:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

RENDERING OF A CLEANING SERVICES AT THE PREMISES OF THE GOVERNMENT PRINTING WORKS, FOR A PERIOD OF TWO YEARS in response to the RFT made by: **THE GOVERNMENT PRINTING WORKS** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:

(NAME OF RESPONDENT)

- (i) I have read and I understand the contents of this Certificate;
- (ii) I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

- (iii) I am authorized by the Respondent to sign this Certificate, and to submit the accompanying Tender, on behalf of the Respondent;
 - (iv) Each person whose signature appears on the accompanying Tender has been authorized by the Respondent to determine the terms of, and to sign the Tender, on behalf of the Respondent;
 - (v) For the purposes of this Certificate and the accompanying Tender, I understand that the word “competitor” shall include any individual or organization, other than the Respondent, whether or not affiliated with the Respondent, who:
 - (a) has been requested to submit a Tender in response to this RFT;
 - (b) could potentially submit a Tender in response to this RFT, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Respondent and/or is in the same line of business as the Respondent.
6. The Respondent has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);

⁵ 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.

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a Tender;
- (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
- (f) bidding with the intention not to win the Tender.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFT relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Respondent, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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 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 12 of 2004 or any other applicable legislation.

.....
 Signature Date

.....
 Position Name of Signatory

--End of document--

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract document and information; inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

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

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

the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.

This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting

business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

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