



Province of the  
**EASTERN CAPE**  
TRANSPORT

## GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY

**BID NO: SCMU10-GFMS - 21/22-0002**

**PROVISION OF HYGIENE AND CLEANING SERVICES FOR GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE PORT ELIZABETH GOVERNMENT GARAGE AT NO.2 YORK ROAD, NORTH END PORT ELIZABETH (GQEBERHA)**

### BID DOCUMENT

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#### ISSUED BY

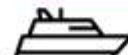
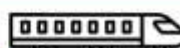
DEPARTMENT OF TRANSPORT  
GFMS TRADING ENTITY  
OLD CASTELLANO BUILDING  
25 BROOKLYN ROAD  
WOOD BROOK  
EAST LONDON

**NAME OF BIDDER:** \_\_\_\_\_

**CSD NUMBER:** \_\_\_\_\_

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<b>CLOSING DATE</b>	<b>26 JULY 2021</b>
<b>CLOSING TIME</b>	<b>11: 00</b>
<b>LATE BIDS, FAXED BIDS AND E-MAILED BIDS SHALL BE REJECTED.</b>	



**CHECKLIST (PLEASE TICK THE RELEVANT BOX)**

<b>DOCUMENTS</b>	<b>PAGE</b>	<b>YES</b>	<b>NO</b>
<b>1. SECTION 1: BID NOTICE</b>	<b>4</b>		
<b>2. SETION 2: FORMS TO BE COMPLETED BY THE BIDDER</b>	<b>6-28</b>		
<b>3. SETION 3: CONDITIONS OF THIS BID</b>	<b>30- 41</b>		
<b>4. SETION 4: TERMS OF REFERENCE</b>	<b>43- 49</b>		
<b>5. SETION 5: EXPERIENCE</b>	<b>51</b>		
<b>6. SETION 6: PRICING</b>	<b>53-54</b>		
<b>7. SECTION 7: GENERAL CONDITIONS OF CONTRACT</b>	<b>55- 70</b>		

# **SECTION 1:**

## **BID NOTICE**

**BID NOTICE NO.: SCMU10-GFMS - 21/22-0002**

**BIDS ARE HEREBY INVITED FOR: PROVISION OF HYGIENE AND CLEANING SERVICES FOR GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE PORT ELIZABETH GOVERNMENT GARAGE AT NO.2 YORK ROAD, NORTH END PORT ELIZABETH (GQEBERHA)**

1. Bids documents will be available on the Eastern Cape Department of Transport website from the 02<sup>nd</sup> of July 2021 and can be downloaded from the website on [www.ectransport.gov.za](http://www.ectransport.gov.za) (Procurement/bid notices).
2. **This bid will be evaluated based on the 80/20 Preferential Point System as prescribed in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and its 2017 Regulations thereto.**
3. The completed Bid documents must be placed in a sealed envelope, clearly marked with the Bid number and the **Nature of the Service** required and must be deposited in the Bid Box situated at Ground floor, GFMS Trading Entity, No. 25 Brooklyn Road, Wood Brook, East London, not later than **11H00 on the 26<sup>th</sup> of July 2021** where the bids will be opened in public. Where the bidders make use of a courier services company, they must ensure that the courier company deposits the bid in the correct bid box before the closing time of the bid.
4. There will be no Bid briefing session for this project.  
Enquiries relating to this bid should be made in writing to [phila.solwandle@ectransport.gov.za](mailto:phila.solwandle@ectransport.gov.za) or [philasolwandle@gmail.com](mailto:philasolwandle@gmail.com) . **The closing date for all enquiries is Monday, 12 July 2021.** The Entity will consolidate all bidders' enquiries and publish responses on the Department of Transport website [www.ectransport.gov.za](http://www.ectransport.gov.za).

**Technical enquiries:**

Mrs. P. Mbewu: 079 528 5871  
[pinkie.mbewu@ectransport.gov.za](mailto:pinkie.mbewu@ectransport.gov.za)

**Bidding procedure enquiries:**

Ms. P. Solwandle: 060 989 4596  
All enquiries relating to this bid should be made in writing to [phila.solwandle@ectransport.gov.za](mailto:phila.solwandle@ectransport.gov.za) or [philasolwandle@gmail.com](mailto:philasolwandle@gmail.com)

## **SECTION 2:**

# **FORMS TO BE COMPLETED BY THE BIDDER**

**BID FORM**

<b>Bid No:</b> SCMU10-GFMS - 21/22-0002
<b>Closing time and date:</b> 26 July 2021 at 11:00

This bid shall remain valid for a period of One Hundred and twenty **(120)** days calculated from the closing date of the bid.

I/We the \*undersigned hereby offer to the Eastern Cape Department of Transport Government Fleet Management Services Trading Entity herein represented by the Accounting Officer (hereinafter referred to as the “.....”, to provide all the personnel, equipment and everything which is or may be necessary for the **PROVISION OF HYGIENE AND CLEANING SERVICES FOR GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE PORT ELIZABETH GOVERNMENT GARAGE AT NO.2 YORK ROAD, NORTH END PORT ELIZABETH (GQEBERHA)**

in execution of the abovementioned Contract in accordance with the Terms of Reference, Conditions of Contract and subject to the Bid Conditions, to the entire satisfaction of the Accounting Officer for the Bid Price (including VAT) of:

BID PRICE: R.....

15% VAT R.....

TOTAL R.....

Full Trading Name:.....

Address (Business):.....

.....

Telephone No (Business):.....

Telex/Fax No:.....

Bankers (specify branch and telephone No):.....

CSD Registration number:.....

I/We acknowledge that I/we am/are fully acquainted with the contents of the Bid Conditions and that I/we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my/our bid and that I/we elect domicilium citandi et executandi in the Republic at:

.....  
.....

Has the declaration of interest (SBD4) been duly completed?

Yes		No	
-----	--	----	--

and included with the other bid forms?

Any bid received which does not include unit prices, itemized prices or any relevant information as requested in the specification may be rejected.

.....  
NAME OF BIDDER OF BIDDER

.....  
SIGNATURE

.....  
CAPACITY

.....  
DATE

.....  
WITNESS

.....  
PLACE

COMPANY STAMP

SIGNATURE OF BIDDER

**SBD1  
PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF TRANSPORT- GFMS)</b>					
BID NUMBER:	SCMU10-GFMS - 21/22-0002	CLOSING DATE:	26 JULY 2021	CLOSING TIME:	11H00
DESCRIPTION	<b>PROVISION OF HYGIENE AND CLEANING SERVICES FOR GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE PORT ELIZABETH GOVERNMENT GARAGE AT NO.2 YORK ROAD, NORTH END PORT ELIZABETH (GQEBERHA)</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

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

<b>DEPARTMENT OF TRANSPORT – GOVERNMENT FLEET MANAGEMENT SERVICES</b>					
<b>GROUND FLOOR OLD CASTELLANO BUILDING</b>					
<b>NO.25 BROOKLYN ROAD</b>					
<b>WOODBROOK</b>					
<b>EAST LONDON</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <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	<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)			



CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	SUPPLY CHAIN MANAGEMENT	CONTACT PERSON	Mrs. P. Mbewu
CONTACT PERSON	Phila Solwandle	TELEPHONE NUMBER	079 528 5871
TELEPHONE NUMBER	060 989 4596	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:pinkie.mbewu@ectransport.gov.za">pinkie.mbewu@ectransport.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:phila.solwandle@ectransport.gov.za">phila.solwandle@ectransport.gov.za</a>		

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

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

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

**SBD 3.1**

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

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number: SCMU 10 GFMS 21/22-0002
Closing Time 11:00	Closing date: 26 July 2021

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- |   |  |       |                          |
|---|--|-------|--------------------------|
| - | Required by:                                     | ..... |                          |
| - | At:  | ..... |                          |
|   |  | ..... |                          |
| - | Brand and model                                  | ..... |                          |
| - | Country of origin                                | ..... |                          |
| - | Does the offer comply with the specification(s)? |       | *YES/NO                  |
| - | If not to specification, indicate deviation(s)   | ..... |                          |
| - | Period required for delivery                     | ..... |                          |
|   |  |       | *Delivery: Firm/not firm |
| - | Delivery basis                                   | ..... |                          |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

**SBD 4**

**DECLARATION OF INTEREST**

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

<sup>1</sup>“State” means –

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

(e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person

connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....  
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
any relationship (family, friend, other) with a person  
employed by the state and who may be involved with  
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....  
.....

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder

**SBD 6.1**

**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

1.2 The value of this bid is estimated to be less than R50 000 000 (all applicable taxes included) and therefore either the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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



## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, 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 PREFERENCE POINT SYSTEMS

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

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

- 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contribution: ..... = .....(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.

#### 1. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

- 8.1.1 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		NO	
-----	--	----	--

- (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 least 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 contribution indicated in paragraph 7 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 paragraph 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

SIGNATURE OF BIDDER(S)

WITNESSES:

1. ....

2. ....

DATE:.....

ADDRESS:.....

**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number: **SCMU10-GFMS-21/22-0002** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract and
  - (ii) General Conditions of Contract.
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

**WITNESSES**

1 .....

2 .....

DATE: .....

**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity  
as.....accept your bid under reference number  
**SCMU10-GFMS-21/22-000** dated.....for the rendering of services  
indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
PROVISION OF HYGIENE AND CLEANING SERVICES FOR GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE PORT ELIZABETH GOVERNMENT GARAGE AT NO.2 YORK ROAD, NORTH END PORT ELIZABETH (GQEBERHA)				

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

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

**SBD 8**

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <i>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		



4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

*SBD 8*

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CERTIFICATION

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

---

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

---

Signature

---

Date

---

Position

---

Date

## **SECTION 3:**

# **CONDITIONS OF THIS BID**

## CONDITIONS OF THIS BID

### 1. BID FORM

All bids shall be made on the bid forms incorporated in this document.

### 2. EVIDENCE OF EXPERIENCE OF BIDDERS

Bidders shall give satisfactory evidence of actual experience in the class of work for which they are bidding, incorporating the following details on **ANNEXURE A on page.....**:

Employer for whom the work was performed;

Nature of work;

Value of work;

Duration of Contract;

Contactable references;

### 3. COMPLETION OF BIDS

The Bidder shall complete in full all forms in **black ink**. All returnable document copies requested in this bid must be certified for not older than 3 months

The following forms must be fully completed, signed and submitted with the bid:

- a) SBD 1 [Invitation to Bid]
- b) SBD 3.1[Pricing Schedule - Firm Prices (Purchases)]
- c) SBD 4 [Declaration of Interest]
- d) SBD 6.1 [SBD 6.1 [Preference Point Form]
- e) SBD 7.2 Part 1[Contract Form]
- f) SBD 8 [Declaration of bidder's past SCM Practices]
- g) SBD 9 [Certificate of Independent Bid Determination]
- h) Bid Pricing Form and the Pricing Schedule

Where the bid is completed by a delegated authority a Letter of Authority to sign on behalf of the bidder must be attached.

**Mistakes made by the Bidder in the completion of the forms shall not be erased.** A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder.

Documents corrected with **correction fluid will** not be accepted. Failure to observe this rule will lead to the bid being disqualified.

All pages of the bid document must be submitted on the official forms provided, not retyped or online. Bids shall be ineligible for consideration unless submitted on the forms bound in this document. No unauthorized amendment shall be made to the bid forms or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

A bid shall not be considered if alterations have been made to the bid forms, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

#### 4. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been tampered with will be deemed to be unacceptable.

**BIDDERS ARE TO NOTE THAT CASTELLANO BUILDING IS A SHARED BUILDING WHICH IS OCCUPIED BY GFMS, THE EC DEPT. OF HEALTH AMATHOLE DISTRICT AND DEPT. OF TRANSPORT AMATHOLE DISTRICT. BIDDERS MUST ENSURE THAT THEIR BID DOCUMENTS ARE DEPOSITED IN THE GFMS BID BOX AS FAILURE TO DEPOSIT THE BID DOCUMENTS IN THE CORRECT BID BOX WILL INVALIDATE YOUR BID.**

Bidders shall place their bids, in sealed envelopes clearly marked:

**BID NO.: SCMU10- GFMS-21/22- 0002** PROVISION OF HYGIENE AND CLEANING SERVICES FOR GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE PORT ELIZABETH GOVERNMENT GARAGE AT NO.2 YORK ROAD, NORTH END PORT ELIZABETH (GQEBERHA)

With the Bidder's name and address, shall be deposited in the Bid Box at reception **Castellano Building, Eastern Cape Department of Transport, No.25 Brooklyn Road, Wood Brook, East London not later than 11:00 on the 26 July 2021.**

Bids shall be opened in public at the time specified as the closing time on this bid document. Late bids, faxed and e-mailed bids shall be rejected.

#### 5. BID VALIDITY PERIOD

Bids must remain valid for a period of One Hundred and twenty **(120)** days from the closing date of the bid.

#### 6. OBLIGATIONS OF THE DEPARTMENT

##### 7.1 Information

The Department shall furnish data and information and give such assistance as shall reasonably be required, for the carrying out by the Service Provider of its duties under this Contract. In the event that the Service Provider would require additional information, the bidder shall request such information from the Department in writing.

#### 7.2 COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF CONTRACT

##### 7.2.1 Commencement

The Contract is effective from the date of receipt of a Letter of Acceptance from the Service Provider and signing of Service Level Agreement by both parties before commencement of work.

##### 7.2.2 Variations

This Contract shall not be varied or amended unless such variation or amendment is agreed in writing and signed by duly authorized representatives of the Department and the Service Provider.

### **7.3 OTHER PROVISIONS**

#### **7.3.1 Law and jurisdiction**

The contract shall be considered as a contract made in the Republic of South Africa and in accordance with South African Law.

#### **7.3.2 Changes in legislation**

If after the date of the contract, the cost or duration of the services is altered as a result of changes in, or additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the project, then the remuneration and time for completion shall be adjusted in order to reflect the impact of those changes as agreed in writing by both parties.

#### **7.3.3 Succession**

The Contract shall be binding on the successors in title, assignees, administrators, executors and heirs of either party.

- 8 GFMS does not bind its self to accept the lowest Bid or any other Bid and reserves the right to accept the whole or part of the Bid.

### **9 ALTERATION OR WITHDRAWAL OF BID/PROPOSALS**

Bidders may withdraw their proposal by written notification on or before the date of award.

### **10 COSTS FOR PREPARATION OF BID/PROPOSALS/PRESENTATIONS**

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and GFMS shall in no way be liable to reimburse such costs incurred.

### **11 BID DOCUMENT/PROPOSALS AND PRESENTATIONS**

GFMS shall on receipt of any proposal relating to this request, and submitted in accordance with the procedure set out herein, shall become the owner thereof and GFMS shall not be obliged to return any proposal.

### **12 TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order. Bidder are required to provide their CSD Number in order for GFMS to verify the Tax Compliance Status.

Where the preferred bidders tax status is not compliant, the bidder will be granted 7 working days' remedy the tax matters. Should the bidder fail to provide written proof that tax matters have been rectified, the bidder will be disqualified

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)



### **13 CONFIDENTIALITY**

The entire process of calling for Bids was initiated by GFMS in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the bid/proposals shall be conducted in closed sessions and members of the Evaluation and Adjudication Committees and prospective service providers are bound to treat all discussions as highly confidential.

The service provider shall not divulge directly or indirectly to any other person than a person employed by GFMS, make copies or extracts of any of the information obtained during this assignment, while they may have access to GFMS's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of GFMS and shall surrender all these items to GFMS on termination of the assignment or on demand of GFMS.

The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of GFMS.

Any document, shall remain the property of GFMS and shall be returned (all copies) to GFMS on completion of the contract if so required by GFMS.

### **14 INVENTIONS PATENT AND COPY-RIGHTS**

The service provider cedes, assigns and transfers to GFMS all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of GFMS (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to GFMS.

Provide GFMS the sole and exclusive right to alter and adapt the work. The service provider shall indemnify GFMS 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 GFMS.

### **15 ETHICS**

Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the Evaluation Committees or GFMS during the process of examining, evaluating and comparing Bids/Proposals or Quotations will lead to the rejection of its bid/quotation/proposal in its entirety.

The Bidder must declare any business or other interests it has with GFMS or any employee of GFMS, as per the SBD 4 declaration of interest form which forms part of the bid. Failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

### **16 COMPETITION**

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

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.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the

competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

In this regard bidders are required to complete SBD 9 Form, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals.

The disqualification will be applicable at any stage of the bidding and / or engagement process.

If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by GFMS, has /have engaged in the restrictive practice referred to above, GFMS may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

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

## **17 CANCELLATION OF BID PROCESS**

GFMS shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly.

GFMS shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit GFMS to appoint any of the qualifying Bidders.

## **18 INTERVIEWS**

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way.

Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. GFMS reserves the right to appoint a bidder without conducting interviews.

## **19 SIGNING OF DOCUMENTATION**

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

## **20 CONTRACT AWARD**

The successful bidder will be notified of the bid award in writing by the Supply Chain Management Unit.

The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between GFMS and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between GFMS and the Successful Bidder.

Until such time that an appropriate agreement has been concluded in writing between GFMS and the successful Bidder, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

GFMS, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to

accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by GFMS, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which GFMS, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

GFMS will not entertain any request of feedback before the final awarding of the contract.

## **21 SUPPLIER DUE DILIGENCE**

GFMS reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

## **22 DISCLAIMER**

This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.

Interested Bidders are accordingly required to conduct their own due diligence in respect of GFMS and its business operations and the nature and scope of the services required.

GFMS accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session

GFMS accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to GFMS, 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 bidder to pay penalties and/or damages to GFMS; and the aggregate liability of the bidder to GFMS, 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.

## **23 CONTACT AND COMMUNICATION**

A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the bid document. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

The delegated office of GFMS, Supply Chain Management may communicate with Bidder(s) where clarity is sought in the bid proposal.

Any communication to an official or a person acting in an advisory capacity for GFMS in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged. All communication between the Bidder(s) and GFMS must be done in writing.

Whilst all due care has been taken in connection with the preparation of this bid, GFMS makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. GFMS, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by GFMS (other than minor clerical matters), the Bidder(s) must promptly notify GFMS in writing of such discrepancy, ambiguity, error or inconsistency in order to give GFMS an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by

GFMS will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

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

#### 24. **BBBEEE REQUIREMENTS**

Bidders are required to submit an original or certified copies of the B-BBEE Certificates to validate their status. Bidders who qualify as EME and QSE in terms of B-BBEE Act must submit an **original sworn affidavit** for the purposes of B-BBEE compliance to validate their status. A tenderer/bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE shall not qualify to claim points and will score 0 (zero) on B-BBEE.

## EVALUATION CRITERIA

This bid will be evaluated based on the 80/20 Preferential Point System as prescribed in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and its 2017 Regulations thereto.

### 1.1. EVALUATION CRITERIA

All submitted quotations will be evaluated in the following stages:

<b>Stage 1</b>	<p><b><u>Pre-qualification/ Administrative Compliance</u></b></p> <p><b>Mandatory Requirements</b></p> <p>The Service Providers must meet all the mandatory requirements in order to be evaluated further in Stage 2.</p> <p><b>Failure to meet the mandatory requirements as required will invalidate your bid.</b></p>
<b>Stage 2</b>	<p><b><u>Preferential Procurement points:</u></b></p> <p>Price and B-BBEE Points will be calculated in accordance with the preference point system, 80/20. 80 points will be allocated for price and 20 points will be allocated for BBEE.</p>
<b>Stage 3</b>	<p><b><u>In Loco Inspection</u></b></p> <p>GFMS will conduct an onsite in loco inspection of the top three (3) (where applicable) highest scoring bidders. Where the highest scoring bidder fails to meet the in loco evaluation criteria, GFMS will reserve the right to award the bid to the second highest or third highest scoring bidder, whichever bidder meets the in loco evaluation stage.</p>

### 1.2. ADMINISTRATIVE COMPLIANCE: (MANDATORY REQUIREMENTS)

<b>Mandatory Requirement</b>	<b>Document proof must be submitted with bid</b>	<b>Submitted Yes/ No</b>
<p>1. The bidder <b>must</b> be registered on the Central Supplier Database.</p> <p>(No award will be made to persons in the service of the state, restricted or tender defaulting suppliers).</p>	<p><b>None:</b></p> <p>GFMS will verify bidders on CSD</p>	N/A
<p>2. The bidder must submit proof of the bidder's financial ability to carry own operational costs, to the value of fifty thousand rands (R50 000.00)</p> <p>The confirmation of financial ability must not be older than three (3) months</p>	<p>Proof can be any one of the following below mentioned:</p> <ul style="list-style-type: none"> <li>a) A credit facility letter;</li> <li>b) Bank guaranteed letter;</li> <li>c) A bank rating letter (C) for this specific project</li> </ul>	
<p>3. The bidder must submit proof of available Cleaning Equipment as proof of their capacity to start the project</p>	<p>Proof must be in the form on an:</p> <ul style="list-style-type: none"> <li>a) inventory list of available cleaning equipment <b>or</b></li> <li>b) An agreement or a letter from a supplier / distributor confirming that cleaning material will be supplied to</li> </ul>	

	the bidder upon award of this contract. <i>The Supplier/ distributor must be operating within the Eastern Cape Province</i>	
4. Availability of Cleaning Material	Proof must be in the form on an: a) inventory list of available cleaning equipment <b>or</b> b) An agreement or a letter from a supplier / distributor confirming that cleaning material will be supplied to the bidder upon award of this contract. <i>The Supplier/ distributor must be operating within the Eastern Cape Province</i>	
5. The bidder must be registered for the Compensation of Injuries and Disease Act (COIDA) and must be in good standing with the Department of Labour.	Submit a certified copy of a valid COIDA letter of good standing	
6. The bidder must be registered with the Unemployment Insurance Fund Proof and must be in good standing.	Bidder must submit a certified copy of a valid UIF letter of good standing	
7. The Service Provider must have a minimum of twelve (12) months cleaning experience in the corporate environment.	Bidders must complete Annexure A- Experience on page 52.	
8. The bidder must submit proof that they have a fully functional branch/office within the Eastern Cape.  (The proof should be in the name of the bidding organisation or it's director/ shareholder/ owner/ member/ trustee)	Bidder must submit any one of the following: a) Lease agreement; or b) Municipal utility bill; or c) Municipality letter confirming bidders address; or d) Proof of property ownership  Proof should not be older than 3 months	

**NB: FAILURE TO MEET THE ABOVE MANDATORY REQUIREMENTS WILL INVALIDATE THE BID.**

### 1.3 STAGE 2 – PREFERENCE PROCUREMENT POINT EVALUATION CRITERIA

Preference points for this bid shall be awarded for price and the B-BBEE Status Level of Contribution. The maximum points for this bid are allocated as follows:

CRITERIA	POINTS
Price	80
B-BBEE status level of contribution	20
<b>TOTAL POINTS</b>	<b>100</b>

- a) Points awarded for price based will be based on the 80/20 Preference point systems
- b) The points scored by the tenderer/bidder for Price will be added to the points scored for B-BBEE Status Level of Contributor to obtain the bidder's total points scored out of 100 points.
- c) In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- d) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the
- e) Successful bid must be the one scoring the highest score for functionality.
- f) Should two or more bidders/tenderers be equal in all respects, the award shall be decided by the drawing of lots.
- g) The bidder obtaining the highest number of total points will be awarded the contract.
- h) Points scored will be rounded off to the nearest 2 decimal places.
- i) Price

(i) The lowest acceptable bid will score 80 points for price.

(ii) The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.

(iii) Preference points for price shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

DETAILS	80/20 PREFERENCE POINT SYSTEM
Rand value (competitive bids or quotations) all applicable taxes included.	<ul style="list-style-type: none"> <li>Equal and above R30 000 to R50 million, inclusive of all applicable taxes.</li> <li>Below R30 000 if and when considered to be appropriate</li> </ul>
Formulae	$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p> <math>P_s</math> = Points scored for comparative price of bid / offer under consideration  <math>P_t</math> = Comparative price of bid / offer under consideration  <math>P_{\min}</math> = Comparative price of lowest acceptable bid / offer </p>

- j) B-BBEE Status Level of Contribution

- (i) A maximum of 20 points will be awarded for B-BBEE Status Level of Contribution
- (ii) In terms of Regulation 6(2) the following table must be used to calculate the score out

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (iii) The tenderer/bidder must submit proof of its B-BBEE status level contributor. Proof includes original and valid B-BBEE Status Level Verification Certificates issued by a Verification Agency accredited by SANAS or Certified copies thereof. This excludes EME's and QSE's who must submit sworn affidavit in terms of Codes of good practice. The sworn affidavit must be signed by the EME or QSE's representative and attested by a Commissioner of oaths.
- (iv) A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate in order to qualify for points.
- (v) Public entities and tertiary institutions must submit a B-BBEE Status Level Verification Certificate in order to qualify for points.
- (vi) Certificates issued by IRBA and Accounting Officers have been discontinued ; however valid certificates already issued prior 1 January 2017 will be accepted.
- (vii) A tenderer/bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will score 0 (zero) points out of 20 for B-BBEE.
- (viii) A tenderer/bidder may not be awarded points for B-BBEE status level contributor if it is indicated in the bid documents that such a tenderer/bidder intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer/ bidder qualifies for, unless the intended sub-contractor is an EME that has the capability to execute the sub-contract.



### 1.3 STAGE 3 – IN LOCO INSPECTION

The following will comprise of the in loco Inspection:

An inspection of the prospective bidder's business premises will be conducted by GFMS at the indicated by the bidder as per the Mandatory Requirements 8

Bidders are to take note that the in loco inspection forms part of the evaluation process and failure to meet any of the in loco inspection requirements may invalidate the bid.

1. **In-Loco Inspection schedule** (Will be used by GFMS during In loco inspection only)

Type	Availability (Yes/No)	Quantity (where applicable)	Condition (New/ used)
a) A fully established business premises e.g. (house/ owned office/ shared office space)			
b) Vehicles			
c) Computers			
d) Office furniture			
e) Telephones			
f) Mobile phones			
g) Printer/ photocopier/ scanner			
h) Payroll system (Manual/ electronic)			
i) Number of currently employed staff			
j) Employee Database or CV's			
k) <b>Staff files</b> Employment contracts, copies of payslips, leave forms etc			
l) Proof of UIF payments/ employee claims			
<b>Bidders Storeroom</b>			
m) Where a bidder has submitted an inventory list of Cleaning equipment, GFMS will verify the storeroom as per bid submission			
n) Where a bidder has submitted an inventory list of Cleaning material, GFMS will verify the storeroom as per bid submission			
o) Health and Safety equipment e.g. Wet floor			
p) Complete set of Cleaning staff Uniforms (buffer stock) as per bid requirements			
q) Stationery			
r) Duty Sheets, Roster, Time Sheets			
s) Invoice records			
t) Training Plan			
u) Occupational Health and Safety Plan			
v) Contingency plan			

## **SECTION 4:**

# **TERMS OF REFERENCE**

## PROJECT SPECIFICATIONS

### 1. BACKGROUND

The Department of Transport's Government Fleet Management Services Trading Entity invites bids from reputable Service Providers submit bids for the provision of hygiene and cleaning services at the Port Elizabeth Government Garage at No.2 York Road, North End Port Elizabeth (Gqebera) for a period of **thirty-six (36) months**

### 2. SCOPE OF WORK

The Service Provider will be expected to provide the following but not limited to hygiene and cleaning services:

- a) General cleaning of GFMS premises (internal and external);
- b) Supply of cleaning material and cleaning equipment.
- c) Supply, Installation, maintenance of hygiene equipment
- d) Removal of installed hygiene equipment at the end of contract
- e) Maintenance of yard
- f) Provision of tea services when necessary

### 3. DETAILED SCOPE OF WORK

#### Port Elizabeth Government Garage (no.2 York Road, North End, Port Elizabeth)

##### 3.1. Staffing Requirements

The prospective bidder should provide trained and competent staff. The successful bidder should give preference to staff resident within Port Elizabeth area and surroundings.

- a) 2 x General cleaning staff (1 male + 1 female)

*Service Providers must pay staff in accordance with the current approved National Minimum Wage (NMW) Agreement. GFMS will monitor adherence to NMW by performing random payroll verification during the course of the contract period.*

##### 3.2 Service Areas

Site:	No. 2 York Road, North End, Port Elizabeth
<b>Total Office Block Floor Area:</b>	<b>172, 18 m<sup>2</sup></b>
<b>Total Garage Parking Area:</b>	<b>19 915, 01 m<sup>2</sup></b>
Number of Employees:	+/- 3 occupying the building
Estimated visitors daily:	+/-20
Frequency of meetings:	Cleaning staff will be notified

**Table 1: Detailed Floor areas**

Area of service including offices		Floor Areas			
Manager X 1		4,79	3,62	17.34m²	
Admin clerk office X1		3,86	3,52	13,59m²	
Meeting Room X1		5,16	4,36	22,50m²	
Men’s Toilets		3,81	2,99	11,39m²	
			Less 0.11		110mm b/wall
			Less 0.23	- 0,34	230mm b/wall
				64.48m²	
Urinal area		1,81	0,83	1, 50 m²	
Women’s Toilet		4,3	2,93	12.6m²	
			Less 0.11		110mm b/wall
			Less 0.11	-0,22	110mm b/wall
				13.88m²	
Passage		2,72	2,11	5,74m²	
Kitchen		3,74	1,16	4,34m²	
Office 1 after kitchen		4,19	4,15	17.39m²	
Office 2 after kitchen/ cleaners room		3,35	2,63	8.81m²	
Open Space		3,15	4,17	13.14m²	Space opposite admin clerk office
Receiving Area		4,1	2,94	12.05m²	
Passage		9	1,27	11.43m²	
Entrance		2,65	2,24	5.94m²	
Security Office		2,38	2,39	5,69m²	
Guard House @ Gate		3,07	1,56	4,79m²	
Toilet		1,71	1,6	2,74m²	
				92.06 m²	
Total Office Block Floor Area				172.18m²	
Garage Parking		Floor Area			
Basement		93,6	53.3	4988.88m²	
Less Wash bay		8,6	4,71	40.51m²	
Total Basement Area				4948.29m²	
1 <sup>st</sup> Floor		93,6	53,3	4988.88m²	
2 <sup>nd</sup> Floor		93,6	53,3	4988.88m²	
3 <sup>rd</sup> Floor		93,6	53,3	4988.88m²	
Total Garage Parking Area				19 915.01m²	

**Table 2: Deliverables**

Item	Description	Frequency
Cleaning of offices and designated areas	4 x Offices	Clean Daily
Meeting Room	1x meeting room	when necessary
Cleaning of Male & Female Rest rooms (Toilets)	2 x Male toilets inside the building (2 cubicles and 1 urinal)  2 x Female toilets inside building (2 cubicles)	Clean Daily
Cleaning of Kitchen including appliances	1x Kitchen	Clean Daily
Parking Area	4 x Parking Areas (Basement, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and 3 <sup>rd</sup> Floor	Clean Weekly
Maintenance of external area	Yard	Clearing of weeds from pavements  Grass cutting when necessary  Removal of rubble

#### 4. PROVISION OF CLEANING EQUIPMENT AND CLEANING MATERIAL

##### 4.1 Supply, installation, maintenance and removal of bathroom equipment

**Table 3**

Item	Quantity
Automated Air- fresheners for all restrooms	3
Hand soap Dispenser	1
Hand Paper Dispensers	3
Sanitary Bins (including security rest rooms)	3
<b>MAINTENANCE ONLY (REFILL ONLY)</b>	
Hand soap Dispensers	2

#### **4.2 Provision of Toiletries (For +/- 20 people daily)**

- a) 2 Ply toilet papers
- b) Refill hand soap
- c) Refill paper towels
- d) Refill air freshener
- e) Refill SHE packets
- f) Refuse bags
- g) Urinal sanitizers for all male restrooms

#### **4.3 Equipment Requirement**

Service Provider will be required to provide SABS approved cleaning equipment and cleaning materials for the duration of the contract period which will include amongst others the following but not limited to:

- a) Vacuum Cleaner X 1
- b) Brooms (Hard & Soft) X 2
- c) Dust Pans X 2
- d) Mops X 2
- e) Water buckets X 2
- f) Warning signs (Wet Floor signs) X3
- g) Grass cutting machine X1
- h) Squeegee (Long Handle) X 2
- i) Weeding tools X 2
- j) Wheelbarrow X 1

#### **4.4 Cleaning Material**

- a) Window cleaner
- b) Multipurpose Cleaner
- c) Dishwashing Liquid
- d) Thick Bleach
- e) Household Gloves
- f) Heavy duty garden gloves
- g) Sponge Scourers
- h) Swabs
- i) Color coded cloths
- j) Refuse bags
- k) Dish towels
- l) Disinfectants
- m) Antiseptics
- n) Ammoniated detergent
- o) Urinal sanitizers (Ice)

### **5. PROVISION OF UNIFORMS AND EMPLOYEE IDENTIFICATION**

The contractor must supply each employee with:

- Uniform (Overall/ Work Suit appropriate for the employment conditions with embroidered company details)
- Fleece jacket or an all-weather jacket embroidered with company details
- Safety shoes
- Safety goggles
- Safety masks

- Gloves

- A name identification card with photo. The card must have the following information:

*The name of the firm (contractor), name of the employee, identity number of the employee, signature of the employee. The card must be worn so as to be visible at all times whilst on GFMS premises.*

## 6. PERFORMANCE REQUIREMENTS

### 6.1 The office block must be cleaned by 8am daily.

A "Daily Performance Duty Sheet" to be placed at the back of each toilet door, completed and signed by the cleaner, and randomly inspected by a GFMS Representative.

a) DEEP CLEANING	➤ Deep cleaning of premises <b>bi-annually</b>
b) DUSTING	➤ Unless otherwise stated, the under-mentioned should be dusted <b>every day</b> with a soft cloth or a duster, which is recommended specifically for this purpose, and should be cleaned daily: ➤ Contents of each office ➤ Blinds ➤ All surfaces and partitions
c) DOORS	➤ Remove all dirty spots on wooden doors <b>daily</b> ➤ Polish door knobs with an approved metal polish where applicable. Wash all doors (inside and outside) with a degreasing agent and equipment that will not scratch the surface <b>weekly</b>
d) FURNITURE	➤ Polish wooden furniture everywhere with an approved polish <b>daily</b> . Such polish should not be greasy, and should not come off on anything it comes into contact with after it has been polished ➤ Remove all dirty spots from glass tops, desks and other furniture such as, bookcases, empty shelves in a proper way <b>daily</b> . ➤ Wipe telephones and computers with a damp cloth using a suitable diluted disinfectant <b>daily</b> .
e) DISINFECTION OF SURFACES, EQUIPMENT AND DOOR HANDLES	➤ Disinfect all frequently used working surfaces, equipment, door handles with WHO specified disinfectants and SABS approved chemical (COVID- 19 requirement) <b>Every three (3) hours</b> .
f) INSIDE WALLS	➤ Remove all spots such as fingerprints on walls and electric switches <b>daily</b> .
g) TILED FLOORS	➤ The relevant surface should be properly cleaned and <b>where necessary</b> old polish should be removed with an appropriate agent. If a polish-remover is used, the floor should be rinsed with clean water and dried properly. ➤ Sweep and remove all dirty marks <b>daily</b> . ➤ Polish with an approved non-slip polish, this should be done after the floor has been wiped with a damp mop <b>daily</b> .
h) CARPETS	➤ Sweep all carpets <b>daily</b> .

(wall-to-wall and loose carpets)	<ul style="list-style-type: none"> <li>➤ Vacuum all carpets <b>weekly/when necessary</b></li> <li>➤ Clean spots or stains immediately on a <b>daily basis</b>. There should be guarded against the use of cleaning agents that could damage or discolour the carpets.</li> </ul>
i) OUTDOORS CONCRETE SURFACES AND PAVING	<ul style="list-style-type: none"> <li>➤ Balconies, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed – <b>daily</b>.</li> <li>➤ Pick up all rubbish on paving – <b>daily</b>.</li> <li>➤ Sweeping of paving with a hard broom – <b>daily</b>.</li> <li>➤ Walkways should be washed and scrubbed with soap and water – <b>weekly</b></li> </ul>
j) RUBBISH REMOVAL	<ul style="list-style-type: none"> <li>➤ Empty all waste bins in offices, kitchen, bathrooms and general areas – <b>daily</b>.</li> <li>➤ All rubbish bins should be washed with an approved disinfectant <b>weekly</b></li> <li>➤ Sufficient rubbish bags need to be provided <b>daily</b> to outline the bins in the kitchens, bathrooms or where necessary.</li> <li>➤ All rubbish bags will be removed from the containers with the rubbish intact and the containers will be outlined with new bags <b>daily</b>.</li> <li>➤ Empty dust bins – <b>two times a day</b>.</li> <li>➤ 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. Rubbish bags may not be dragged across floors or carpet tiles as the bags may be damaged.</li> <li>➤ <b><i>The supplier must ensure that cleaners use different gloves when handling waste than when cleaning kitchens or restrooms.</i></b></li> </ul>
k) KITCHENS INCLUDING APPLIANCES (FRIGDES, KETTLES, MICROWAVES , ETC)	<ul style="list-style-type: none"> <li>➤ Kitchen floors to be washed – <b>daily</b></li> <li>➤ Counters tops to be washed - <b>daily</b></li> <li>➤ Cupboards to be cleaned and washed inside <b>weekly</b> to avoid infestation</li> <li>➤ Dishes to be washed two times a <b>day</b></li> <li>➤ Fridges, kettles, microwaves to be cleaned <b>daily</b></li> </ul>
l) WINDOWS & BLINDS	<ul style="list-style-type: none"> <li>➤ Cleaning of all windows inside and outside <b>every month</b></li> <li>➤ Dust blinds – <b>daily</b></li> <li>➤ Clean blinds – <b>weekly</b></li> </ul>
m) BATHROOM S	<ul style="list-style-type: none"> <li>➤ Bathroom floors to be washed – <b>daily</b></li> <li>➤ Surfaces should be washed with an approved liquid agent, no abrasives or scouring materials may be used.</li> <li>➤ Toilet Pans, Covers, Urinals, Basins, Towel Rails and Taps are to be cleaned with approved disinfectant, <b>twice a day</b>.</li> <li>➤ An approved agent should be put in toilet pans to prevent deposits forming – <b>weekly</b></li> <li>➤ Shower should be disinfected with an approved disinfectant – <b>daily/ When necessary</b></li> <li>➤ All mirrors should be cleaned and polished – <b>daily</b></li> <li>➤ Approved agents should be put in basins and urinals to prevent clogging – <b>weekly / when necessary</b></li> <li>➤ Toilet papers to be replaced <b>regularly during the day</b></li> <li>➤ <b>Deep clean toilets – daily</b></li> </ul>
n) YARD	<ul style="list-style-type: none"> <li>➤ Cut grass, remove weeds along sidewall and pavement pruning trees and remove rubble after cleaning (<b>when necessary</b>)</li> </ul>



## **7. SERVICE CONDITIONS**

### **7.1 Training**

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

### **7.2 Damage Compensation**

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

### **7.3. Absenteeism**

Should a staff member not be present at work for any reason, a replacement is required by 08H00 of that day or earlier. A list of names of all employees, who are to be employed on this contract, as well as their replacements must be furnished within a week on receipt of appointment letter.

### **7.4. Compliance with Acts and Regulations**

The Service Provider must comply with the Compensation of Injuries and Disease Act, Occupational Health and Safety Act, Basic Conditions of Employment Act, National Minimum Wage Act and all legislation and regulations applicable to the cleaning services sector

### **7.5. General**

- a) The successful Service Provider will be expected to enter into a Service Level Agreement with GFMS. A GFMS Project Manager will be assigned to manage this service for the duration of the contract period.
- b) The Service Provider and company staff will sign a confidentiality clause not to divulge any sensitive information pertaining to GFMS operations.
- c) Tasks not specified in this document will be identified and mutually agreed between the Service Provider and GFMS. The Service Provider may from time to time be expected to prepare the boardroom for meetings by providing water and tea when necessary.
- d) The Employer and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced in writing in a service level agreement and signed by both parties before commencement.

## **SECTION 5:** **EXPERIENCE**

## ANNEXURE A: BIDDERS EXPERIENCE

*The Service Provider must have Minimum of twelve (12) months cleaning experience in the corporate environment.*

No	Name of Client	Description of Work	Contract start	Contract End	Contract Value	Client contact details
1.						Name: Tel Number: Cell phone: Email address:
2.						Name: Tel Number: Cell phone: Email address
3.						Name: Tel Number: Cell phone: Email address:

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

## **SECTION 6:**

### **PRICING**

## PRICING SCHEDULE

### EASTERN CAPE DEPARTMENT OF TRANSPORT – GFMS TRADING ENTITY

**BID NUMBER:** SCMU10-GFMS - 21/22-0002

**PROJECT DESCRIPTION:** PROVISION OF HYGIENE AND CLEANING SERVICES FOR GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE PORT ELIZABETH GOVERNMENT GARAGE AT NO.2 YORK ROAD, NORTH END PORT ELIZABETH (GQEBERHA)

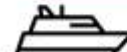
*This bid is valid for one hundred and twenty (120) days*

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1.	General cleaning staff Salaries	2		
2.	Supply, Installation bathroom equipment (page 46)	10		
3.	Maintenance of bathroom equipment (page 46)	36		
4.	Supply Cleaning Equipment	36		
5.	Supply Cleaning Material	36		
6.	Removal of bathroom equipment	Once Off		
<b>SUB TOTAL</b>				
<b>VAT 15%</b>				
<b>TOTAL BID PRICE</b>				

**NAME OF BIDDER:**.....

**SIGNED ON BEHALF OF THE BIDDER:**.....

**DATE:** .....



## BID PRICING FORM

For ease of reference, Bidders shall enter their Bid Price, copied from the Pricing Schedule, in the space provided below. Should there be any discrepancy, then the sum calculated from the Pricing Schedule, subject to any arithmetic correction, shall hold precedence.

**Price (price in words):** .....  
.....  
.....  
....., inclusive of VAT

**Total Percentage (percentage in figures) R** ....., inclusive of VAT

**NAME OF BIDDER:**.....

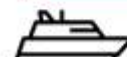
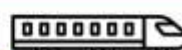
**SIGNED ON BEHALF OF THE BIDDER:**.....



## GENERAL CONDITIONS OF CONTRACT

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- 32. **TAXES AND DUTIES**
- 33. **NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NIPP)**
- 34. **PROHIBITION OF RESTRICTIVE PRACTICE**





## 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the 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.

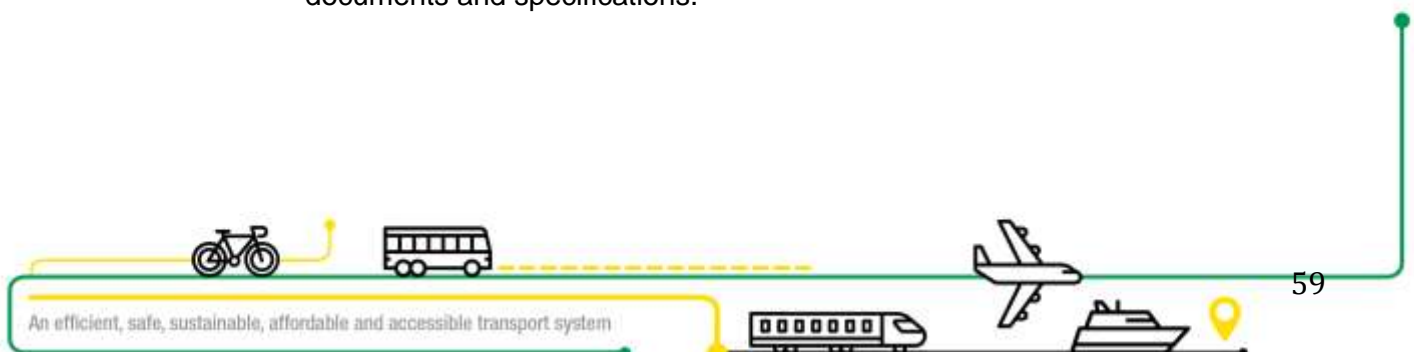
## 3. GENERAL

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

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

## 4. STANDARDS

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



## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION**

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

## **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 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.

10.2 Documents to be submitted by the supplier are specified

## **11. INSURANCE**

11.1 The services provided under the contract shall be fully insured in a freely convertible currency against loss or damage incurred on site. The service provider is required to provide proof valid insurance.

## **12. TRANSPORTATION**

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



### 13. INCIDENTAL SERVICES

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the 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, 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.
- 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 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, 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.
- 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.





## 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 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 contract 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 perform the services within the period(s) specified in the contract, the department shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the unperformed services using the current prime interest rate calculated for each day of the expected actual performance. The department may also consider termination of the contract pursuant to GCC Clause 23.
- 22.2 The service provider undertakes to be accountable for any losses incurred whilst the company is on site.

## 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.

## 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.

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 wilful 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.

## **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 SPECIAL CONDITIONS

34.1 Supplier / Bidder that has obtained a guaranteed confirmation from the supplier or distributor is compelled to execute the contract without any money being paid to by the Entity.

No money will be paid to the bidder before the work is done

34.2 Quoted prices must be firm

34.3 Chemicals or products should be in line with the OHSA and be SABS approved with a proper National Regulator for Compulsory Specifications (NRCS) Certificate.

### 35. PROHIBITION OF RESTRICTIVE PRACTICES

35.1 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 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 a collusive bidding (or bid rigging).

35.2 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 Commission Act no.89 of 1998.

35.3 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.

