



REQUEST FOR QUOTATION

RFQ DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HYGIENE AND CLEANING SERVICES AT THE GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY: OR TAMBO GOVERNMENT GARAGE FOR A PERIOD OF THIRTY-SIX (36) MONTHS LOCATED AT NO. 1 OWEN STREET, MTHATHA.

RFQ NUMBER: DOT GFMS-24/25 - 0002

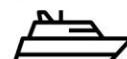
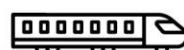
Issued by:

Supply Chain Management Unit
Department of Transport
GFMS-TRADING ENTITY
OLD CASTELLANO BUILDING
25 BROOKLYN ROAD
WOOD BROOK
EAST LONDON

BIDDER'S NAME:

CSD NUMBER:

CLOSING DATE	09 JULY 2024
CLOSING TIME	11:00
LATE, SCANNED, FAXED BIDS WILL BE DISQUALIFIED	



INVITATION TO QUOTE

1. The Department of Transport's Government Fleet Management Services Trading Entity invites bids from reputable Service Providers to submit bids for the provision of hygiene and cleaning services at the O.R. TAMBO Government Garage (No.1 Owen Street, Mthatha) for a period of thirty-six (36) months.

2. **SITE INSPECTION/BRIEFING SESSION**

Compulsory site inspection 27 June 2024 at 12H00 will be held at No.1 Owen Street, Mthatha. Bidders who fail to attend the compulsory site inspection will be disqualified during the evaluation process of this RFQ.

Procurement enquiries, Contact: Mrs Bernadina Mtamzeli at 043 731 1140 ; bernadina.mtamzeli@ectransport.gov.za or Ms. P. Solwandle at 043 731 1140; phila.solwandle@ectransport.gov.za in writing via email during business hours from Monday to Thursday 08:00 – 16:30 and Friday from 08:00 – 16:00.

Technical enquiries contact the Project Manager: - Ms Nokuthula Mafani on 043 731 2319; Nokuthula.Mafani@ectransport.gov.za or Balisa Mditshane on 043 731 1081; balisa.mditshane@ectransport.gov.za in writing via email during business hours i.e., from Monday to Thursday 08:00 – 16:30 and Friday from 08:00 – 16:00.

3. **SUBMISSION OF BID DOCUMENTS**

Bids must be firmly bound and placed in a sealed envelope marked:

Bid Ref. Number: DOT GFMS- 24/25 - 0002.

Project Name: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HYGIENE AND CLEANING SERVICES AT THE GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY: OR TAMBO GOVERNMENT GARAGE FOR A PERIOD OF THIRTY-SIX (36) MONTHS LOCATED AT NO. 1 OWEN STREET, MTHATHA.

The sealed envelope must be deposited in the Bid Box on or before the closing date and time:
09 JULY 2024 AT 11H00.

The bid box is accessible from Monday to Friday 8:00 am to 16:00

Bidders are to note that Castellano Building is a shared building which is occupied by GFMS, and Dept. of Transport Amathole District. **BIDDERS MUST ENSURE THAT THEIR BID/ RFQ DOCUMENTS ARE DEPOSITED IN THE GFMS BID BOX AS FAILURE TO DEPOSIT THE BID DOCUMENTS IN THE CORRECT BID BOX WILL INVALIDATE YOUR BID.**

Where the bidder makes use of a courier services company, the bidder must ensure that the courier deposits the bid in the correct bid box before the closing date and time.

Only documents deposited in the GFMS bid box situated at the below mentioned address will be considered for evaluation.

Attention: Government Fleet Management Services -Trading Entity
Ground Floor
Castellano Building
25 Brooklyn Road, Woodbrook, East London, 5201



SECTION 1: BID CONDITIONS

1. BIDDERS PLEASE TAKE NOTE:

- 1.1. Bidders are required to be registered with Central Supplier Database (CSD) prior to submitting this bid (see <https://secure.csd.gov.za/>).
- 1.2. Bidders who are listed in the national treasury's register for tender defaulters and restricted suppliers will be automatically disqualified.
- 1.3. No award will be made to persons in the service of the state.
- 1.4. The amount reflected on the Bid Pricing Form takes precedence over any other total amount indicated elsewhere in the Bidders tender submission.
- 1.5. Should the Bid Pricing Form have no value or figure, the bidder will be regarded as having made no offer and therefore non-responsive.
- 1.6. Bidders must ensure they comply with the South African Revenue Services (SARS).tax obligations.
- 1.7. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, seven (7) days will be granted for remedy, failing which the bidder will be disqualified.
- 1.8. Bidders who are not registered for Value Added Tax (VAT) are not eligible to claim VAT in their pricing.
- 1.9. In bids where Consortia/Joint venture/Sub-Contractors are involved, each party must submit a separate proof of Tax Compliance Status;
- 1.10. To be considered, the bidder must have not previously abused the Eastern Cape Department of Transport or any state institutions Supply Chain Management System or failed to perform on any previous contract awarded. Bidders should note that the Entity will use its discretion to conduct reference checks.

2. SPECIAL CONDITIONS:

- 2.1. The successful bidder must have a fully functional office/ satellite office within a 50 km radius of Mthatha. If the bidder does not have an office, the bidder must establish an office within 3 months of accepting the award. Office details must be submitted to the Entity immediately. GFMS will verify the existence of the office on a continuous basis. Should the office not be established within the stipulated period, the contract will be terminated.
- 2.2. The successful bidder will be required to submit a valid letter of good standing of the Compensation of Injuries and Diseases Act (COIDA) issued by the Department of Labour within 21 days upon receipt of the official purchase order.
- 2.3. The successful bidder will be required to register with the Unemployment Insurance Fund (UIF) and submit a within 30 days of receipt of the official purchase order proof of registration. A UIF compliance certificate will we required at various intervals during the duration of the contract.
- 2.4. The successful bidder will be required to use SABS approved chemicals sourced from Eastern Cape based suppliers/ distributors throughout the life of the contract.
- 2.5. Uniforms of the cleaners must be sourced from suppliers within the Eastern Cape province. The successful bidder must submit proof thereof 7 days after accepting the award.
- 2.6. The successful bidder will be required to submit proof of Liability coverage to the value of R1 million Rand within 30 days of appointment.
- 2.7. The successful bidder will be required to have a contract with a SHE bins waste management company, certificate to be submitted to the Project manager monthly, sanitary towels cannot be disposed of in general bins with 7 days. (Proof of this contract must be given to GFMS upon the start of the contract).
- 2.8. The service provider must submit police clearance report of all staff before the contract starts and must be submitted to the Project Manager.



3. The following forms are to be fully completed, signed and returned to GFMS by the closing date and time of the bid.

- SBD 1 [Invitation to Bid]
- SBD 3.1 [Pricing Schedule]
- SBD 4 [Declaration of Interest]
- SBD 6.1 [Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022]
- SBD 7.2 [Contract Form - Rendering of Services]
- Bidders Experience [**Annexure A**]
- Bid Pricing Form and the Pricing Schedule

4. BID FORMS

All bids shall be made on the bid forms incorporated in this document. This bid document must be returned to GFMS in its original form. No part thereof should be altered (retyped) or removed. Failure to comply with this requirement will invalidate your bid.

5. 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 19 - 22 of bid document.

Failure to fully complete and submit ANNEXURE A, will render your bid non-responsive.

- Employer for whom the work was performed;
- Nature of work;
- Value of work;
- Duration of Contract;
- Contactable references;

6. 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 6 months.

7. ACCEPTANCE OR REJECTION OF BIDS

GFMS does not bind itself to accept the lowest Bid or any other Bid and reserves the right to accept the whole or part of the Bid as it may deem expedient, nor will assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

8. ALTERATION OR WITHDRAWAL OF BID/PROPOSALS

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

9. 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.

10. 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.



11. 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.

Bidders are required to provide their CSD Number in order for GFMS to verify the Tax Compliance Status. 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

12. 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 Procurement Committee 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.

13. 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.



14. 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.

15. 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 Annexure F, 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.

16. 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.



17. 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.

18. 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.

19. 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.

20. 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.

21. 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



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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.

22. 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.



SECTION 2: EVALUATION CRITERIA

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 5 OF 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND ANY OTHER SPECIAL CONDITIONS OF CONTRACT (IF APPLICABLE)

All submitted quotations will be evaluated in the following stages:

Stage 1:	<u>PREQUALIFICATION: Mandatory Requirements:</u> Bidders have attended the compulsory site briefing and must meet all the mandatory requirements in order to be evaluated further. Failure to meet the above mandatory requirements will render the quotation[s] non-responsive and will be disqualified
Stage 2:	<u>PREFERENTIAL PROCUREMENT:</u> Price and Preferential Points will be calculated in accordance with Preferential Procurement Regulations of 2022 where 80 points are for price and 20 points are for specific goals.
Stage 3	<u>IN LOCO INSPECTION</u> GFMS will conduct an onsite in loco inspection of the top two (2) (where applicable) highest scoring bidders. Where the highest scoring bidder fails to meet the in loco evaluation criteria, GFMS will reserve the right to re-evaluate and award the RFQ to the second highest scoring bidder, or whichever bidder meets the in loco evaluation stage.

STAGE 1: MANDATORY REQUIREMENTS

- a) Bidders must ensure that they comply with all the mandatory requirements in this bid document (RFQ). Failure to do so will invalidate the bid.

Mandatory Requirement	Document proof must be submitted with bid	Submitted Yes/ No
1. The bidder must submit proof of available Cleaning Equipment as proof of their capacity to start the project	Proof must be in the form of an: a) Inventory list of cleaning equipment available in the bidder's storeroom. Pictures will not be accepted as proof of cleaning equipment. Or b) 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 should have verifiable premises within the Eastern Cape Province</i>	

<p>2. The bidder must submit proof of available Cleaning Material as proof of their capacity to start the project.</p>	<p>Proof must be in the form of an:</p> <p>a) Inventory list of cleaning material available in the bidder's storeroom. Pictures will not be accepted as proof of cleaning material.</p> <p style="text-align: center;">or</p> <p>b) 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 should have verifiable manufacturing premises within the Eastern Cape Province</i></p>	
<p>3. The Service Provider must have successfully completed a minimum of two (2) contracts in provision of cleaning services. Each of the cleaning services contract must have been for a minimum of an uninterrupted period of one (1) year.</p>	<p>Bidders must complete and stamp Annexure A- Bidders experience form on page19 - 22 of bid document.</p> <p>NB: reference letters will not be accepted for evaluation.</p>	

NB: FAILURE TO MEET THE ABOVE MANDATORY REQUIREMENTS WILL RENDER THE QUOTATION[S] NON-RESPONSIVE AND WILL BE DISQUALIFIED

Stage 2- The following criteria shall apply:-

The tender will be evaluated according to the preferential procurement model in the preferential Procurement Policy Framework Act (PPPFA 5 of 2000): Preferential Procurement Regulations, 2022 as well as the SCM Policy of the Department of Transport.

1. Price:

80 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto).

2. Calculation of points for specific goals:

The tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership	10	% ownership
Youth	5	% ownership
Locality (Eastern Cape)	5	% ownership

***Bidders must fully complete and sign SBD 6.1 form in order to be allocated points. A bid will not be disqualified from the bidding process if the bidder does not claim points. Service providers may be required to submit proof in support of specific goals points claimed, should the service provider fail to provide proof substantiating the specific goals, such bidders will score 0 out of maximum of 20 points for specific goals.**

*** The Central Supplier Database will be used to verify the specific goals:**

- **Black ownership %**
- **Youth ownership %**
- **Locality (Eastern Cape): CSD preferred address**

3. Objective Criteria:

In terms of section 2 (1) (f) of PPPFA, the following sector specific objective criteria will be considered.

- 100% Military Veterans Ownership: valid proof of veteran status.
- 100% Small, Medium and Micro Enterprise(SMME), Emerge Micro Enterprise (EMEs) and Qualifying Small Enterprises (QSEs).

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 address indicated by the bidder as per SBD 1 form.

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 or Employee Database or CV's			
j) Staff files (current/ previous) Employment contracts, copies of payslips, leave forms etc.			
k) Proof of UIF payments/ employee claims (current/ previous)			
Bidders Storeroom			
l) Where a bidder has submitted an inventory list of cleaning equipment, GFMS will verify the storeroom for available equipment.			
m) Where a bidder has submitted an inventory list of cleaning material, GFMS will verify the storeroom for available material.			
n) Health and Safety equipment e.g., Wet floor			
o) Complete set of cleaning staff Uniforms (buffer stock) as per bid requirements			
p) Stationery			
q) Duty Sheets, Roster, Time Sheets			
r) Invoice records			
s) Training Plan			
t) Occupational Health and Safety Plan			
u) Contingency plan			



SECTION 3: SPECIFICATION

1. BACKGROUND

The Department of Transport's Government Fleet Management Services Trading Entity invites bids from reputable Service Providers to submit bids to provide uninterrupted hygiene and cleaning services at the O.R. TAMBO Government Garage (No.1 Owen Street, Mthatha) 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) Deep cleaning
- c) Fumigation
- d) Supply of cleaning material and cleaning equipment.
- e) Supply, Installation and maintenance of hygiene equipment
- f) Maintenance of yard.

3. DETAILED SCOPE OF WORK

O.R. TAMBO Government Garage (No.1 Owen Street, Mthatha)

3.1. Staffing Requirements

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

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

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

3.2 Service Areas

Site:	No. 1 Owen Street, Mthatha
Total Office Block Floor Area:	106,59 m²
Total Garage Parking Area:	433,5 m²
Total Veranda Area:	70,49 m²
Number of Employees:	+/- 3 occupying the building
Estimated visitors daily:	+/-20
Frequency of meetings:	Cleaning staff will be notified



3.3. PROVISION OF CLEANING EQUIPMENT AND CLEANING MATERIAL

Service Provider will be required to provide SABS approved cleaning equipment and cleaning material during the contract period, please refer to page 23 – 25.

Table 1: Detailed Floor areas

Area of service including offices	Floor Areas in m ²		
Office 1	3.6	4.8	17.28m ²
Office 2	3.6	4.8	17.28m ²
Office 3	4.2	3	12.6m ²
Men's Toilets 1 st Floor	4	3	12m ²
Urinal Male 1 st Floor	4	3	12m ²
Female Toilet 1 st Floor	4	3	12m ²
Unisex Toilet Ground floor	2.2	4.4	9,68 m ²
Public Toilet	0,85	1,7	1,445m ²
Kitchen	4,1	3	12,3m ²
Veranda	5.3	13.3	70,49m ²
Parking Bay	17.066	25.4	433.5m ²
Total Floor Area			610.58m²

Table 2: Deliverables

Item	Description	Frequency
Cleaning of offices and designated areas	3 x Offices	Clean Daily
Veranda	Veranda area	Clean daily
Cleaning of Male & Female Rest rooms (Toilets)	1st Floor 1 x Male Toilet (2 cubicles) and urinal 1 x Female toilet (1 cubicle) Ground floor 1 x unisex toilet (1 cubicle)	Clean Daily
Cleaning of Kitchen including appliances	1x Kitchen	Clean Daily
Parking Area	4 x Undercover Parking Bays	Clean Daily
Maintenance of external area	Yard Clearing of weeds from pavements Grass cutting when necessary Removal of rubble	Weekly
Deep cleaning	3 x Offices 1x Kitchen Male & Female Rest rooms (Toilets) 1st Floor 1 x Male Toilet (2 cubicles) and urinal 1 x Female toilet (1 cubicle) Ground floor 1 x unisex toilet (1 cubicle)	Once a year
Fumigation	3 x Offices 1x Kitchen 1 x Guard Room Male & Female Rest rooms (Toilets) 1st Floor 1 x Male Toilet (2 cubicles) and urinal 1 x Female toilet (1 cubicle) Ground floor 1x unisex toilet (1 cubicle)	Annually



4. PROVISION OF UNIFORMS AND EMPLOYEE IDENTIFICATION

The successful bidder will be given one (1) month to 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. The card must have the following information:
 - The name of the firm (contractor), company logo, ID photo and name and surname of the employee. The card must be worn so as to be visible at all times whilst on GFMS premises.

5. FUMIGATION

- The successful bidder will fumigate the premises annually for the duration of the contract.
- Bi-annually the successful bidder must provide SABS approved certification letter of products to be utilised for fumigation and
- After each fumigation the bidder must furnish the department with a compliance certificate or proof that the fumigation was done.

6. PERFORMANCE REQUIREMENTS

6.1. The office block must be cleaned before 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	<ul style="list-style-type: none"> • Deep cleaning of office block once a year
b) FUMIGATION	<ul style="list-style-type: none"> • Fumigation of office block once a year
c) DUSTING	<ul style="list-style-type: none"> • Unless otherwise stated, the under-mentioned should be dusted every day with a soft cloth or a duster, which is recommended specifically for this purpose, and should be cleaned daily: <ul style="list-style-type: none"> • Contents of each office • Blinds • All surfaces and partitions
d) DOORS	<ul style="list-style-type: none"> • Remove all dirty spots on wooden doors daily. • Polish doorknobs 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 weekly
e) FURNITURE	<ul style="list-style-type: none"> • Polish wooden furniture everywhere with an approved polish daily. 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 daily. • Wipe telephones and computers with a damp cloth using a suitable diluted disinfectant daily.
f) DISINFECTION OF SURFACES,	<ul style="list-style-type: none"> • Disinfect all frequently used working surfaces, equipment, door handles with SABS approved chemical daily.



EQUIPMENT AND DOOR HANDLES	
g) INSIDE WALLS	<ul style="list-style-type: none"> Remove all spots such as fingerprints on walls and electric switches daily.
h) TILED FLOORS	<ul style="list-style-type: none"> The relevant surface should be properly cleaned and where necessary 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 daily. Polish with an approved non-slip polish, this should be done after the floor has been wiped with a damp mop daily.
i) CARPETS (wall-to-wall and loose carpets)	<ul style="list-style-type: none"> Sweep all carpets daily. Vacuum all carpets weekly/when necessary. Clean spots or stains immediately on a daily basis. Care should be taken to guard against the use of cleaning agents that could damage or discolour the carpets.
j) OUTDOORS CONCRETE SURFACES AND PAVING	<ul style="list-style-type: none"> Balconies, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed – daily. Pick up all refuse on paving – daily. Sweeping of paving with a hard broom – daily. Walkways should be washed and scrubbed with soap and water – weekly
k) REFUSE REMOVAL	<ul style="list-style-type: none"> Empty all waste bins in offices, kitchen, bathrooms and general areas –daily. All refuse bins should be washed with an approved disinfectant weekly or where necessary. Sufficient refuse bags need to be provided daily to outline the bins in the kitchens, bathrooms or where necessary. All refuse bags will be removed from the containers with the refuse intact and the containers will be outlined with new bags daily. Empty dust bins – two times a day. The contents of waste bins and other office refuse should be removed neatly in bags and deposited to the collecting points of refuse bins provided for this purpose. Refuse bags may not be dragged across floors or carpet tiles as the bags may be damaged. The supplier must ensure that cleaners use different gloves when handling waste than when cleaning kitchens or restrooms.
l) KITCHENS INCLUDING APPLIANCES (FRIGDES, KETTLES, MICROWAVES, ETC)	<ul style="list-style-type: none"> Kitchen floors to be washed – daily Counters tops to be washed - daily Cupboards to be cleaned and washed inside weekly to avoid infestation Dishes to be washed two times a day Fridges, kettles, microwaves to be cleaned daily
m) WINDOWS & BLINDS	<ul style="list-style-type: none"> Cleaning of all windows inside and outside every month Dust blinds – daily Clean blinds – weekly
n) BATHROOMS	<ul style="list-style-type: none"> Bathroom floors to be washed – daily



	<ul style="list-style-type: none"> • Surfaces should be washed with an approved liquid agent, no abrasives or scouring materials may be used. • Toilet Pans, Covers, Urinals, Basins, Towel Rails and Taps are to be cleaned with approved disinfectant, twice a day. • An approved agent should be put in toilet pans to prevent deposits forming – weekly • Shower should be disinfected with an approved disinfectant – daily or when necessary • All mirrors should be cleaned and polished – daily • Approved agents should be put in basins and urinals to prevent clogging – weekly or when necessary • Toilet papers to be replaced regularly during the day • Deep clean toilets – daily
o) YARD	<ul style="list-style-type: none"> • Cut grass, remove weeds along sidewall and pavement pruning trees and remove rubble after cleaning (weekly)

5.2 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.

Occupational Health and Safety In this clause the term “Act” shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor: -

- a) Acknowledges that it is fully aware of the terms and conditions of the Act;
- b) Acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act; agrees to ensure that all Services shall be performed, and all equipment shall be used in accordance With the provisions of the Act accepts accountability for its employees and subcontractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act;
- c) Agrees to comply with all rules and regulations implemented by or on behalf of the Employer relating to health and safety and will inform the Employer immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.
- d) The contractor shall appoint the Supervisor as an OHS site representative and shall ensure that the duly authorized representative possesses the requisite certification to discharge the duties in terms of Section 16(1) and (2) of the Act for the term of the contract.

5.3 Compensation for damages

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.

5.4 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.

If staff resign or are dismissed new staff will have to be trained at the cost of the Contractor. All refresher training to be done every 18 months at the cost of the contractor

5.5 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.

5.6 General

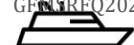
- a) The successful Service Provider will be expected to enter into a Service Level Agreement with GFMS. A GFMS Project Manager will be assigned to manage this service for the duration of the contract period.
- b) The Service Provider and company staff will sign a confidentiality clause not to divulge 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.
- e) The Employer may perform any tests, as he considers necessary from time to time to ensure that the service provided by the Contractor is acceptable in terms of the specification.
- f) The Employer or his representative will however not act as supervisors and any such tests or absence thereof, shall not relieve the Contractor of his responsibilities under this Contract.

5.5 MEETINGS

- a) The Service Provider shall hold meetings with the general cleaning staff monthly and proof to be submitted to GFMS Project manager.
- b) Performance meetings will be held quarterly between the management of the Service Provider and GFMS management .



GENGREFO2024V.1



SECTION 4: BIDDERS EXPERIENCE

**ANNEXURE A
VERIFICATION FORM
(QUESTIONNAIRE)**

BID NUMBER: DOT GFMS 24/25-0002.

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HYGIENE AND CLEANING SERVICES AT THE GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY: OR TAMBO GOVERNMENT GARAGE FOR A PERIOD OF THIRTY-SIX (36) MONTHS LOCATED AT NO. 1 OWEN STREET, MTHATHA.

NAME OF THE BIDDER:

***NB:** To be considered, the Service Provider must have successfully completed a minimum of **two (2) contracts** in provision of cleaning services. Each of the cleaning services contract must have been for a minimum of an uninterrupted period of one (1) year.*

PART A:

[To be completed by the bidder.]

CONTRACT NO.:

CONTRACT NAME:

EMPLOYER/CLIENT:

VALUE OF CONTRACT AT COMPLETION (INCL. VAT): R

START DATE:

END DATE:

PART B:

[To be completed by Employer or Client for the CONTRACT NO. indicated in Part A]

DETAILS OF THE EMPLOYER/CLIENT:

VERIFICATION INFORMATION SUPPLIED BY:
(STATE NAME & SURNAME)

DESIGNATION ON PROJECT:

COMPANY/DEPARTMENT:

- **Did the bidder comply fully with the terms of the contract?**

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

If **NO**, please state reasons:



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

- **Please indicate whether the bidder provided a satisfactory service.**

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

If NO, please state reasons:

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

SIGNATURE: DATE:

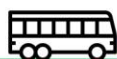
CONTACT DETAILS:

TEL NO.:

EMAIL:

EMPLOYER/CLIENT STAMP:

**Failure to fully complete and submit ANNEXURE A, will render your bid non-responsive.
(Please complete a separate form for each referee and submit with the bid)**



**ANNEXURE A
VERIFICATION FORM
(QUESTIONNAIRE)**

BID NUMBER: DOT GFMS 24/25-0002

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HYGIENE AND CLEANING SERVICES AT THE GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY: OR TAMBO GOVERNMENT GARAGE FOR A PERIOD OF THIRTY-SIX (36) MONTHS LOCATED AT NO. 1 OWEN STREET, MTHATHA.

NAME OF THE BIDDER:

NB: *To be considered, the Service Provider must have successfully completed a minimum of **two (2) contracts** in provision of cleaning services. Each of the cleaning services contract must have been for a minimum of an uninterrupted period of one (1) year*

PART A:

[To be completed by the bidder.]

CONTRACT NO.:

CONTRACT NAME:

EMPLOYER/CLIENT:

VALUE OF CONTRACT AT COMPLETION (INCL. VAT): R

START DATE:

END DATE:

PART B:

[To be completed by Employer or Client for the CONTRACT NO. indicated in Part A]

DETAILS OF THE EMPLOYER/CLIENT:

VERIFICATION INFORMATION SUPPLIED BY:
(STATE NAME & SURNAME)

DESIGNATION ON PROJECT:

COMPANY/DEPARTMENT:

- **Did the bidder comply fully with the terms of the contract ?**

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------



If **NO**, please state reasons:

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

- **Please indicate whether the bidder provided a satisfactory service.**

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

If **NO**, please state reasons:

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

SIGNATURE: DATE:

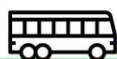
CONTACT DETAILS:

TEL NO.:

EMAIL:

EMPLOYER/CLIENT STAMP:

**Failure to fully complete and submit ANNEXURE A, will render your bid non-responsive.
(Please complete a separate form for each referee and submit with the bid)**



SECTION 5: PRICING

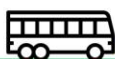
The bidder must fully complete the detailed pricing form below, totals should be carried forward to the summary pricing schedule.

ANNEXURE B DETAILED PRICING FORM

MAINTENANCE/ PROVISION OF BATHROOM EQUIPMENT FOR +/- 20 PEOPLE DAILY							
Item	Quantity	Frequency	Unit price	Year 1 (12 months)	Year 2 (12 months)	Year 3 (12 months)	Total
a) 2 Ply toilet papers	1x 48	Monthly					
b) Supply, Install, maintain, and refill hand soap for 1 bathroom	1 x 2.5 L	Monthly					
c) Supply, maintain and refill hand soap for 1 bathroom	1 x 2.5L	Monthly					
d) Refill fold hand paper towels	20 x Pack of 100	Monthly					
e) Supply, Install, maintain and refill air freshener for 2 bathrooms.	4	Monthly					
f) Provide, maintain Sanitary Bins and refill SHE packets	2	Monthly					
g) Clear colour bathroom refuse bin bags	1 x 20 bags	Monthly					
h) Urinal mats for all male restrooms	1 x mat	Monthly					
TOTAL OF BATHROOM EQUIPMENT						R	



CLEANING EQUIPMENT										
i)	Household Gloves	1 x Pack of 6 pairs	Monthly							
j)	Heavy duty garden gloves	1 x 1 pair	Twice a year							
k)	Feather dusters	1 x long 1 x short	Once a year							
l)	Broom	2 x soft 2 x hard	Once a year							
m)	Colour coded mop	2 x different colours	Once a year							
n)	Water buckets	2 x 10L for (external use)	Once a year							
o)	Toilet Brushes	x 3	Once a year							
p)	Dust Pans	x 3	Once a year							
q)	Small colour coded water buckets	2 x 5L (Internal use)	Once a year							
r)	Janitor Trolley	1	Once off	X						
s)	Industrial vacuum cleaner (Hoover)	1	Once off							
t)	Spade	1	Once off							
u)	Garden fork	1	Once off							
v)	Rake	1	Once off							
w)	Wheelbarrow	1	Once off							
x)	Bush knife	1	Once off							
y)	Grass cutting machine	1	Once off							
z)	Goggles	1	Once off							
aa)	Carpet Cleaning machine	1	Once off							
bb)	Warning signs Wet	(3 x Floor signs)	Once off							
cc)	Squeegee (Long Handle)	X 3	Once off							
dd)	Folding step ladder	1 x 3 meter long	Once off							
TOTAL OF CLEANING EQUIPMENT							R			



CLEANING MATERIAL							
Window and glass cleaner	1 x 5 Litre	Supply every 2 months					
Multipurpose Cleaner	1 x 5 Litre	Monthly					
Dishwashing Liquid	1 x 5 Litre	Monthly					
Pine Gel	1 x 5 Litre	Monthly					
Thick Bleach	1 x 5 Litre	Monthly					
Sponge Scourers	Pack of 1 x 10	Replace every 2 months					
Swabs	2	Replace quarterly					
Dish Cloths	2	Replace quarterly					
Pack of colour coded microfiber cloths (red, yellow, green, blue)	3 Packs	Replace every 2 months					
Clear colour office refuse bin bags	1 x 20 bags	Monthly					
Black Outdoor refuse bin bags	1x 20 bags	Monthly					
Disinfectant surface spray	1 x 5 Litre	Monthly					
Furniture polish	1 x 750 ml	Monthly					
TOTAL OF CLEANING MATERIAL						R	



SUMMARY PRICING SCHEDULE

		EASTERN CAPE DEPARTMENT OF TRANSPORT – GFMS TRADING ENTITY QUOTE NUMBER: DOT GFMS 24/25 - 0002 PROJECT DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HYGIENE AND CLEANING SERVICES AT THE GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY: OR TAMBO GOVERNMENT GARAGE FOR A PERIOD OF THIRTY-SIX (36) MONTHS LOCATED AT NO. 1 OWEN STREET, MTHATHA. OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF QUOTE: 09 JULY 2024			
No	Item	Unit	Quantity	Unit Price/Rate	Total Amount
1.	Staff Salaries- Supervisor	1	36 months		
2.	Staff Salaries- Cleaning Staff	2	36 months		
3.	Supply, Install, maintain, and refill bathroom equipment	Refer to page 23	1		
3.	Supply Cleaning Equipment	Refer to page 24	1		
4.	Supply Cleaning Material	Refer to page 25	1		
5.	Fumigation	once per year	3 years		
		SUB-TOTAL			
		Vat 15% (If applicable)			
		TOTAL AMOUNT (Carried to Quote Pricing Form)			

NAME OF BIDDER:.....

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

DATE:

BID PRICING FORM

For ease of reference, Bidders shall enter their Bid Price in words, copied from the Pricing Schedule, in the space provided below. The amount reflected on the Bid Pricing Form takes precedence over any other total amount indicated elsewhere in the Bidders tender submission. Should the Bid Pricing Form have no value or figure, the bidder will be regarded as having made no offer and therefore the bid will be non-responsive.

Total Price (amount in words):.....
.....
....., inclusive of VAT

Total Price (amount in figures) R, inclusive of VAT

NAME OF BIDDER:.....

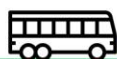
SIGNED ON BEHALF OF THE BIDDER:.....

SBD1



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY)					
QUOTATION NUMBER:	DOT-GFMS 24/25- 0002	CLOSING DATE:	09 JULY 2024	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HYGIENE AND CLEANING SERVICES AT THE GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY: OR TAMBO GOVERNMENT GARAGE FOR A PERIOD OF THIRTY-SIX (36) MONTHS LOCATED AT NO. 1 OWEN STREET, MTHATHA.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY BID BOX					
CASTELLANO BUILDING, GROUND FLOOR					
25 BROOKLYN ROAD					
WOODBROOK, EAST LONDON, 5201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	BERNADINA MTAMZELI		CONTACT PERSON	NOKUTHULA MAFANI	
TELEPHONE NUMBER	043 731 1140		TELEPHONE NUMBER	043 731 2319	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	bernadina.mtamzeli@ectransport.gov.za		E-MAIL ADDRESS	Nokuthula.Mafani@ectransport.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					



SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					
<input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/>
YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					
<input type="checkbox"/> YES <input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

**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: DOT GFMS 24/25- 0002
Closing Time 11:00	Closing date: 09 JULY 2024

OFFER TO BE VALID FOR **60** 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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process



or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender



4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership		10		
Youth		5		
Locality (Eastern Cape)		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



CONTRACT FORM - RENDERING OF SERVICES

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

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

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

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) 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;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

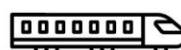
NAME OF FIRM

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 numberdated.....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)
APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE HYGIENE AND CLEANING SERVICES AT THE GOVERNMENT FLEET MANAGEMENT SERVICES TRADING ENTITY: OR TAMBO GOVERNMENT GARAGE FOR A PERIOD OF THIRTY-SIX (36) MONTHS LOCATED AT NO. 1 OWEN STREET, MTHATHA.				

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE
 OFFICIAL STAMP

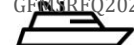
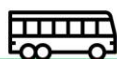
WITNESSES	
1
2
DATE:.....	

GENERAL CONDITIONS OF CONTRACT

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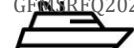
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1. DEFINITIONS

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

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

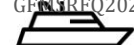
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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



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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. PROHIBITION OF RESTRICTIVE PRACTICES

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by 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).

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

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

