

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES											
BID NUMBER:		DCDT/01/2025/26		CLOSING DATE:		25 JULY 2025		CLOSING TIME:		11:00	
DESCRIPTION		REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES FOR A PERIOD OF THIRTY-SIX MONTHS									
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)											
1166 PARK SREET											
IPARIOLI OFFICE PARK											
HATFIELD, PRETORIA											
BLOCK E, GROUND FLOOR											
COMPULSORY BRIEFING SESSION: 11 JULY 2025 @10:00 (BLUECRANE BOARDROOM)											
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO						TECHNICAL ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON		MS. R HLAHLA				CONTACT PERSON		MR. F NIEMAN			
TELEPHONE NUMBER		012 427 8029				TELEPHONE NUMBER		012 421 7016			
FACSIMILE NUMBER		N/A				FACSIMILE NUMBER		N/A			
E-MAIL ADDRESS		dcdttenders@dcdt.gov.za				E-MAIL ADDRESS		dcdttenders@dcdt.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	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]				ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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, 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... DCDT/01/2025/26
Closing Time .. 11:00	Closing date... 25 JULY 2025

OFFER TO BE VALID FOR...90.....DAYS FROM THE CLOSING DATE OF BID.

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

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.

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:

.....

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

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.

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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

Signature..... Name (in print).....

Date.....

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**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 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:

$$80/20 \quad \text{or} \quad 90/10$$

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
Organisations which are owned by women	N/A	5	N/A	
Black People (as per the definition in the B-BBEE ACT 53 of 2003)	N/A	12	N/A	
Organisations which are owned by persons with disabilities	N/A	3	N/A	

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:



communications
& digital technologies

Department:
Communications & Digital Technologies
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES FOR A PERIOD OF THIRTY-SIX MONTHS.

Bid Number: DCDT/01/2025/26
Date Issued: 01 July 2025
Compulsory Briefing: 11 July 2025 @10:00am
Closing date: 25 July 2025 @11:00am
Bid Validity Period: 90 days

AC

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF COMMUNICATIONS AND DIGITAL TECHNOLOGIES FOR A PERIOD OF THIRTY-SIX MONTHS.

1. BACKGROUND

The Department of Communications and Digital Technologies (DCDT) is initiating a process to appoint a service provider to render cleaning and hygiene services for the DCDT for a period of thirty-six months.

2. PURPOSE

To invite a suitable service provider to render cleaning and hygiene services to the department of communications and digital technologies for a period of thirty-six months.

3. OBJECTIVES

To appoint a service provider who will be able to perform the work as per the specifications as set out in this document.

4. SCOPE OF WORK

4.1 All areas occupied by the DCDT 12 308.50m² in the 8 blocks occupied

4.2 Number of kitchens: 18

4.3 Number of basement parking area: 6 (Building B, C/D, E, F -1 and -2, B2 and A3)

4.4 Other: Atriums, Stairs and Patio's

4.5 Employees: ±370

4.6 Visitors:

± 200 (monthly) (during normal health conditions)

4.7 Equipment and utensils

The service provider shall provide the cleaning staff with all the necessary equipment, utensils and chemicals that is necessary for rendering the services at his/her own expense as each Block must have its own cleaning equipment, utensils and chemicals on site. The service provider shall refill, empty or clean his/her machines and equipment only at places as prescribed by the DCDT. Only low noise (not industrial) machines and equipment are allowed during the week.

The minimum equipment required is listed below. The Service Provider must therefore assess the site and add more equipment, if necessary:

- 18 x brooms for office and restroom cleaning personnel;

- 18 x trolleys for office and restroom cleaning personnel;
- 10 x vacuum cleaners;
- 1 x Industrial carpet washing machine and water suction equipment on site for use as and when necessary;
- 1 x stepladder;
- 21 x Dustpans and brushes;
- All the cleaning personnel must always be presentable in company corporate uniform and must be provided with personal protective equipment (clothing);
- Plastic (refuse) bags shall be supplied by the contractor.

4.8 CONSUMABLES TO BE SUPPLIED EVERY MONTH

The service provider must supply the following consumables every month during the thirty-six months period of the contract:

- 48 X 21 Packs 2ply Toilet Papers
- 6 X 18 Hand Paper Towels for electronic machine
- 2 X 25 Litres Dish Washer
- 2 X 25 Litres Magic Cleaner
- 2 X 25 Litres Bleach
- 1 X 25 Litres Furniture Polish
- 1 X 25 Litres Floor Polish
- 1 X 25 Litres Handy Andy
- 1 X 5 Litres DUO Blocks
- 12 X 5 Boxes Toilet Spray
- 12 X 5 Surface Cleaner
- 12 X 5 Hand Foam Soap / Refill for the automatic soap dispenser
- Refill plastics for She Bins
- Sanitary disposal/ napkin bags
- Refills for Automatic air freshener dispenser
- Refills for Toilet Seat Wipe Dispenser
- Refills for Urinal Auto Cleaner

4.9 EQUIPMENT TO BE MADE AVAILABLE BY THE DEPARTMENT IN THE RESTROOMS/TOILETS

The Department of Communications and Digital Technologies will provide all the equipment listed below. The successful bidder will be required to maintain the equipment at all times in terms of the cleanliness of the listed equipment.

The service provider must clean all the restrooms/toilets and take care of the hygiene of the restrooms/toilets that are used/ occupied by DCDT. The Department will provide the following for all restrooms/toilets:

- dispensers in all restrooms/toilets;
- foot pedal sanitary bins to be installed.

BUILDING A		
Ground floor	2 x Unisex	1 x toilet roll holder, toilet seat wipe dispenser, hand soap dispenser, automatic hand towel holder/dispensers, foot pedal sanitary bin, waste bin, slow-release air freshener holder/dispenser in each.
Ground floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
	Men's	3 x urinals air freshener/ sanitizer dispenser, 1 x toilet roll holder, toilet seat wipe dispenser, waste bin, slow-release air freshener holder/dispenser, hand soap dispenser, automatic hand towel holder/dispenser

BUILDING B		
Ground floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
	Men's	2 x urinals air freshener/ sanitizer dispenser, 1 x toilet roll holder, toilet seat wipe dispenser, waste bin, slow-release air freshener holder/dispenser, hand soap dispenser, automatic hand towel holder/dispenser
First floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
	Men's	2 x urinals air freshener/ sanitizer dispenser, 1 x toilet roll holder, toilet seat wipe dispenser, waste bin, slow-release air freshener holder/dispenser, hand soap dispenser, automatic hand towel holder/dispenser
BUILDING C		
Ground floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser; slow-release air freshener holder/ dispenser
	Ladies:1x paraplegic:	1 x toilet roll holder, toilet seat wipe dispenser, foot pedal sanitary bin, waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air Freshener holder/dispenser

	Men's	2 x urinals air freshener/ sanitizer dispenser, 1 x toilet roll holder, toilet seat wipe dispenser, waste bin, slow-release air freshener holder/dispenser, hand soap dispenser, automatic hand towel holder/dispenser
First floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
	Ladies:1x paraplegic:	1 x toilet roll holder, toilet seat wipe dispenser, foot pedal sanitary bin, waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
	Men's	2 x urinals air freshener/ sanitizer dispenser, 1 x toilet roll holder, toilet seat wipe dispenser, waste bin, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
BUILDING D		
Ground floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
	Ladies:1x paraplegic:	1 x toilet roll holder, toilet seat wipe dispenser, foot pedal sanitary bin, waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
	Men's	2 x urinals freshener/ sanitizer, 1 x toilet roll holder, toilet seat wipe dispenser, waste bin, slow-release air freshener holder/dispenser, hand

		soap dispenser, automatic hand towel holder/dispenser
First floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
	Ladies:1 x paraplegic:	1 x toilet roll holder, toilet seat wipe dispenser, no touch sanitary bin, waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
	Men's	2 x urinals air freshener/ sanitizer dispenser, 1 x toilet roll holder, toilet seat wipe dispenser, waste bin, automatic hand towel holder/dispenser
Executive Restrooms x 3		3 x toilet roll holder, toilet seat wipe dispenser, no touch sanitary bin, waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
BUILDING E		
Ground floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
	Ladies:1x paraplegic:	1 x toilet roll holder, toilet seat wipe dispenser, foot pedal sanitary bin
	Men's	2 x urinals freshener/ sanitizer, 2 x toilet roll holder, toilet seat wipe dispenser, 1 x waste bin, slow-release air freshener holder/dispenser, hand soap dispenser,

		automatic hand towel holder/dispenser
First floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, slow-release air freshener holder/dispenser, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser
	Ladies:1x paraplegic:	1 x toilet roll holder, toilet seat wipe dispenser, foot pedal sanitary bin
	Men's	2 x urinals freshener/ sanitizer, 2 x toilet roll holder, toilet seat wipe dispenser, 1 x waste bin, automatic hand towel holder/dispenser
Second floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, slow-release air freshener holder/dispenser, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser
	Ladies:1x paraplegic:	1 x toilet roll holder, toilet seat wipe dispenser, foot pedal sanitary bin
	Men's	2 x urinals freshener/ sanitizer, 2 x toilet roll holder, toilet seat wipe dispenser, 1 x waste bin, slow-release air freshener holder/dispenser, hand soap dispenser, automatic hand towel holder/dispenser

BUILDING F		
First floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, slow-release air freshener holder/dispenser, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser
	Ladies:1x paraplegic:	1 x toilet roll holder, toilet seat wipe dispenser, no touch sanitary bin,
	Men's	2 x urinals /sanitizer freshener, 2 x toilet roll holders toilet seat wipe dispenser, 1 x waste bin; automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser; hand soap dispenser
Second floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, slow-release air freshener holder/dispenser, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser
	Ladies:1x paraplegic:	1 x toilet roll holder, toilet seat wipe dispenser, no touch sanitary bin
	Men's	2 x urinals freshener/ sanitizer, 2 x toilet roll holder, toilet seat wipe dispenser, 1 x waste bin, slow-release air freshener holder/dispenser, hand soap dispenser, automatic hand towel holder/dispenser
BUILDING B2		
First floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, slow-release air freshener holder/dispenser, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser

	Ladies:1x paraplegic:	1 x toilet roll holder, toilet seat wipe dispenser, no touch sanitary bin, waste bin, hand soap dispenser, automatic hand towel holder/dispenser
	Men's	2 x urinals freshener/ sanitizer, 2 x toilet roll holder, toilet seat wipe dispenser, 1 x waste bin, automatic hand towel holder/dispenser, hand soap dispenser, slow-release air freshener holder/dispenser
Executive restroom		1 x toilet roll holder, toilet seat wipe dispenser, sanitary bin, waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
BUILDING A3		
First floor	Ladies	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, slow-release air freshener holder/dispenser, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser
	Ladies:1x paraplegic	1 x toilet roll holder, toilet seat wipe dispenser, no touch sanitary bin, waste bin, hand soap dispenser, automatic hand towel holder/dispenser, slow-release air freshener holder/dispenser
	Men's	2 x urinals freshener/ sanitizer, 2 x toilet roll holder, toilet seat wipe dispenser, 1 x waste bin, automatic hand towel holder/dispenser, hand soap dispenser, slow-release air freshener holder/dispenser
	Unisex	2 x toilet roll holders, toilet seat wipe dispenser, foot pedal sanitary bins, slow-release air freshener holder/dispenser, 1 x waste bin, hand soap dispenser, automatic hand towel holder/dispenser

4.10 SPECIFICATIONS FOR CLEANING OF BUILDINGS

Cleaning work should under no circumstance disrupt the routine activities of the DCDT.

Cleaning activities should commence at 06:30am.

All reception areas, staircases and restrooms occupied by the Department must be sanitized daily at 06:30 with a spray bottle and sanitizer suitable for sanitizing surfaces.

4.10.1 RESTROOMS/TOILETS

- A green cloth should be used to clean restrooms. This cloth should be used for cleaning restrooms only.

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
A1	Empty and clean bins in each toilet. Use disinfectant with damp cloth	✓				
A2	Empty refuse bins	✓				
A3	Clean and disinfectant refuse bins	✓				
A4	Replace and replenish: <ul style="list-style-type: none">▪ Paper towel rolls▪ Liquid soap▪ Toilet paper▪ Deo Blocks	✓				Check that towel roll holder is functioning. Make sure that soap-holder is functioning.
A5	Dust/wipe windowsills, towel roll holders, doors.		✓			
A6	Sweep and mop toilets	✓				

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
A7	Wipe all tiles with cloth dipped in diluted disinfectant	✓				
A8	Clean urinals and toilet bowls with scrubbing brush and light disinfectant with ammonia. Wipe bowl lids with damp cloth moistened with disinfectant	✓				Add light disinfectant to water. Avoid using disinfectants that damages chrome.
A9	Clean washbasins with cloth and disinfectant	✓				
A10	Rub and polish mirrors, all porcelain, tiles, pipes, chrome etc. with a soft dry cloth. Use damp cloth where necessary	✓				
A11	Sweep floor with mop and a little disinfectant in water	✓				Remove stubborn stains with wax cutter and a piece of scouring pad.
A12	Scrub hard floors	✓				
A13	Wipe all doors with a damp cloth and disinfectant.	✓				
A14	Remove all chewing gum etc. with a putty knife.					When necessary

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
A15	Clean inside and windows frames		✓			Bi-monthly washed
A16	Remove dirty spots on wooden and metal doors	✓				Polish doorknobs with an approved metal polish where applicable

4.10.2 RECEPTION AREA/FOYER/ENTRANCE AREA

The Yellow cloths should only be used in this areas:

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
B1	Empty refuse bins. Wipe with damp cloth where necessary.	✓				
B2	Dust furniture.	✓				
B3	Sweep area and vacuum or mop where necessary.	✓				
B4	Polish Furniture	✓				
B5	Clean inside windows, glass, frames and cubicles	✓				
B6	Disinfectant and wipe telephones	✓				
B7	Wash and lightly disinfect floors	✓				

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
B8	Sweep and mop outdoor area leading to reception.	✓				
B9	Pick up litter in front area	✓				
B10	Sweep staircases		✓			
B11	Scrub floors with hot water				✓	
B12	Wipe all doors, inside and out with damp cloth.	✓				Depending on finish
B13	Wipe handrails, fire hose reels with damp cloth.		✓			
B14	Sweep entrance areas	✓				
B15	Remove stains on walls		✓			
B16	Wash and disinfectant entrance areas		✓			
B17	Wipe all doors, entrance doors and cubicles.	✓				Remove dirty spots on wooden and metal doors. Polish doorknobs and brass areas where applicable

AC

4.10.3 CLEANING OF LIFTS: BUILDINGS A, C/D AND E/F

The Black cloths should only be used for this areas::

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
C1	Wipe exterior of lift with damp cloth	✓				
C2	Wipe inside doors and outside with damp cloth	✓				
C3	Polish mirrors	✓				
C4	Clean lift floors with damp mop and scrub solution in hot water	✓				
C5	Vacuum clean and spot clean carpeted areas	✓				
C6	Sweep and wash lift doorsteps and remove dirt from grooves	✓				
C7	Remove refuse from bins and damp wipe	✓				
C8	Clean lift buttons with diluted disinfectant	✓				

AC

4.10.4 CLEANING OF PARKING LEVELS BASEMENT B, C/D AND E/F (-1 and -2)

The Black cloths should only be used for this areas::

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
D1	Dust wall ledges, fire hose reels, water pipes				✓	
D2	Pick up all scraps of paper and bits of refuse and remove to storeroom/compact	✓				
D3	Sweep ramps and whole parking area			✓		
D4	Open and clean water outlets		✓			
D5	Remove all stains on floors		✓			
D6	Sweep staircases and remove all stains from walls	✓				
D7	Wipe all doors	✓				Remove dirty spots on wooden and metal doors. Polish doorknobs and brass areas where applicable

AC

4.10.5 CLEANING OF REFUSE AREA BASEMENT C/D ONLY

The Black cloths should only be used for this area::

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
E1	Wash floors around refuse area. Hard broom and mop.	✓				
E2	Disinfect refuse area and surrounding area with disinfectant.	✓				
E3	Wash walls and doors with disinfectant.	✓				
E4	Wash and disinfect dustbins.	✓				

4.10.6 CLEANING OF OFFICE BLOCKS

The following color codes should be used for cloths:

- Yellow: Workstations
- Blue: Kitchens

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
F1	Empty dustbins	✓				
F2	Dust the following areas and wipe with damp cloth: <ul style="list-style-type: none">▪ Air conditioning outlets where accessible▪ Doors▪ Door frames		✓			

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Item	Task	Daily	Weekly	Monthly	On Request	Remarks
	<ul style="list-style-type: none"> ▪ Walls ▪ Lamps ▪ Heating panels ▪ Pelmet ▪ Desks ▪ Chairs ▪ Filing cabinets ▪ Partitions 					
F3	Removal of refuse to waste storage area	✓				
F4	Wipe dust bins dipped in diluted disinfectant	✓				
F5	Carpets: <ul style="list-style-type: none"> ▪ Vacuum clean all carpets and upholstery ▪ Remove spots. ▪ Shake out entrance carpets and dust 	✓				Deep clean: twice a year
F6	Clean counters	✓				
F7	Polish wooden fittings and desks		✓			
F8	Wipe pillars, partition walls and seats with damp cloth		✓			
F9	Clean doors, door frames and entrance hall doors on every floor.	✓				

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
F10	Mop floors with diluted disinfectant and hot water.	✓				
F11	Disinfect and wipe telephones	✓				
F12	Remove of shredded papers.	✓				
F13	Wash panes, glass frames in and out.	✓				
F14	Dishes	✓				Collected from workstations for cleaning.
F15	Kitchens	✓				Dishes washed 3 x a day: 08:00, 10:00 and 14:30. Cleaned dishes should be left in the kitchens. Microwave ovens to be cleaned daily.
F16	Blinds		✓			Dust blinds - twice a week. Deep cleaning once a year.
F17	Windows				✓	Wash all windows (inside) of the buildings

Item	Task	Daily	Weekly	Monthly	On Request	Remarks
						occupied by the DCDT – quarterly.

5. MANDATORY REQUIREMENTS

- 5.1 The number of cleaning personnel to be employed must be 21, with at least 2 males to assist in moving rubbish bins and doing ad-hoc duties relating to general support. Provide proposed list with names, nationalities, gender, surnames and ID numbers.
- 5.2 Bank affordability assessment letter with the qualifying amount of R600 000. Letter must be signed and stamp by the bank for the current month of the bid.
- 5.3 The material data sheet must be included in the bid proposal of chemicals and cleaning detergents to be used.
- 5.4 Provide a certified copy of membership registration certificate with a recognized cleaning association.
- 5.5 Provide a certified copy of a valid waste management certificate for the removal of sanitary bins. Third party certificate(s) must be accompanied by signed and valid agreement between parties concerned.
- 5.6 Attendance of a compulsory briefing session.
- 5.7 The bidder must have a minimum of three (3) years of experience in providing cleaning and hygiene services.
- 5.8 The Service provider is required to submit at least one (1) letter from previous clients of successfully completed projects.
- 5.9 Cleaning Supervisor must have a minimum of 3 years' experience (attach CV and proof of training relating to cleaning)
- 5.10 The cleaning and hygiene employees must be remunerated in line with the Sectoral Determination. Letter of commitment must be submitted.

NB: Failure to abide to the above-mentioned mandatory requirements will lead to the disqualification of the bid.

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6. EVALUATION CRITERIA

Phase 1: Mandatory requirements

Bidders will be evaluated based on mandatory requirements as outlined in **section 5** of this document. Bidders who fail to meet the requirements will be disqualified and will not be evaluated further for price and specific goals.

Only bidders that have complied with mandatory requirements will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act and its associated Regulations.

Phase 2: Evaluation in terms of the 80/20 preference point system (Price and specific goals)

The bid price (maximum 80 points).

Specific goals status (maximum 20 points).

Specific goals applicable for this bid and number of points

A maximum of 20 points may be allocated to a bidder for attaining their Specific Goals in accordance with the table below:

Specific goals	Number of Points
Organisations which are owned by women	5
Black People (as per the definition in the B-BBEE ACT 53 of 2003)	12
Organisations which are owned by persons with disabilities	3

Specific goals allocation

Specific goals may be allocated to bidders on submission of the following documentation or evidence:

- a. CSD report or certified copy of Identity Document for Director (s) of the Organization.
- b. Proof of disability confirming the nature of the disability (Letter from a General Practitioner)

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7. COMPULSORY BRIEFING SESSION

A compulsory briefing session will be scheduled, and potential bidders are encouraged to attend.

Date: 11 July 2025

Venue: Bluecrane Boardroom

Time: 10:00am

NB: All bidders are encouraged to compile a list of questions to be asked during the meeting. All questions will be addressed during the meeting and No questions will be taken after the meeting.

8. BID ADMINISTRATIVE DOCUMENTS

Prospective bidders may submit their bid proposals including the following:

- a. Completed and signed standard bidding documents (SBD forms).
- b. Copy of Central Supplier Database (CSD) report
- c. Initialed General Conditions of Contract
- d. Copy of valid Tax Clearance Pin issued by SARS.
- e. Entity registration Certificate (CK document)
- f. Authority letter to sign documents on behalf of the bidder.
- g. Agreement between service providers in the case of a joint venture/Consortium
- h. A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs including cost for the project.
- i. Profile of the company and description of similar work undertaken.
- j. Technical and financial proposals.

9. SITE INSPECTION

A site inspection will be conducted to the business and operational sites of the final top three bidders.

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10. SECURITY PRE-SCREENING, OATH OF SECRECY

- 10.1 The service provider and its board of trustees, members and owners will be subjected to a security pre-screening including the employees deployed to DCDT.
- 10.2 All cleaning personnel and Directors of the company shall be subjected to security pre-screening upon commencement of the contract.
- 10.3 All personnel of the company including directors shall sign a "Declaration of Secrecy" upon commencement of the contract.
- 10.4 The Site Manager, Supervisors and Cleaning and Hygiene Services Personnel must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment to the Department or the state in general.
- 10.5 Site Manager, Supervisor and Cleaning and Hygiene Services Personnel are prohibited from reading documents or records in offices or handling thereof.
- 10.6 No information concerning the state's activities may be furnished to the public or media by the service provider or any of its employees.

11. GENERAL CONDITIONS TO BE FOLLOWED WHEN RENDERING SERVICES IN THE DCDT

- 11.1 The bidders must comply with Compensation for Occupational Injuries and Diseases Act (COIDA). Proof of such registration must be included in the proposal.
- 11.2 The amount the company must be insured for public liability (insurance) is R1 000 000.
- 11.3 The bidders must be registered with the Unemployment Insurance Fund (UIF).
- 11.4 The service provider must provide a contingency plan and flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract, e.g. industrial strike action, vacation and sick leave etc.
- 11.5 The service provider must provide a proposed work schedule/duty sheet/work plan. Clear milestones and timeframes for each task to be completed.
- 11.6 Compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)
- 11.7 The prospective Service Provider must give the assurance that all workers will be under proper supervision. Any liaison between the service provider and the

department in this regard should be through the supervisor and the departmental representative.

- 11.8 The cleaning staff must dress in a distinctive acceptable uniform and may not clean offices in the absence of the occupant.
- 11.9 All cleaning staff must be South African citizen with valid South African ID's.
- 11.10 The service provider shall not be entitled to store or leave goods or articles on the floors and office, i.e. in the entrance hall, corridors, hallways, service ducts, stairs etc. other than in the lock-up facility.
- 11.11 A lock-up facility will be made available by the Department for the safekeeping of the stock and equipment.
- 11.12 The service provider and staff may use the facilities on the property, e.g. restrooms, electrical plugs, etc. in order to execute their duties as per the contract requirements.
- 11.13 A change room will also be provided by the Department for the service provider and their employees.
- 11.14 The DCDT will not be held responsible in any way for the damages, losses, theft of equipment or any valuables of the service provider or injury of his/her employees while on site or in the execution of their duties.
- 11.15 The service provider will be held responsible for damages of items caused by them at the DCDT offices.
- 11.16 The service provider hereby undertakes to render a cleaning and hygiene service to DCDT that is in accordance with acceptable standards of the cleaning and hygiene industry.
- 11.17 The service provider will be responsible for the conduct and acts of his/her staff in all matters which occur on the DCDT premises in the performance of the contract.
- 11.18 The service provider will inspect cleaning standards regularly with DCDT representative according to an agreed method and timetables.
- 11.19 The service provider shall provide DCDT with well-trained staff that meets all the requirements as stipulated in the service level agreement.
- 11.20 A daily posting sheet shall be signed by the site supervisor and the cleaning and hygiene personnel shall be submitted on a daily basis to the departmental representative.

AC

12. TIME FRAMES AND FORMAL CONTRACT

- 12.1 The contract will be valid for a period of three years (thirty-six months).
- 12.2 The successful Service Provider will be required to enter into formal service level agreement with the DCDT after issuing the appointment letter.

13. REPORTING

- 13.1 The contractor's supervisor must do a weekly inspection on the quality and standard of cleaning and hygiene services rendered and report weekly to the DCDT representative.
- 13.2 The contractor's supervisor must report daily to DCDT any defects in and to areas concerned e.g., blocked toilets/urinals, broken taps, windows etc. during the cleaning of the building.
- 13.3 The contractor shall furnish a monthly and quarterly report of the cleaning services, problems, etc. which transpired in the previous month to the departmental representative.

14. QUALITY CONTROL BY THE DCDT

The DCDT maintains the prerogative to conduct inspection on the services rendered by the contractor, including:

- 14.1 Inspection of the material and equipment provided by the contractor.
- 14.2 Making records of any shortages on site, i.e. chemicals, equipment, staff etc,
- 14.3 The right to conduct inspection for quality checks on the services rendered by the service provider at any time. This will be done to establish whether the service rendered by the service provider is satisfactory and complies with the conditions of contract.
- 14.4 The DCDT reserves the right to instruct the service provider to replace any employees based on his/her poor quality of performance. DCDT would not be held responsible for any damage or claims, which may arise because of this and is indemnified against such claims and legal expenses.

AC

15. PENALTIES

Absenteeism: Should a cleaner not be present at work, a replacement is required by not later than 10:00 on that day. A penalty to the daily rate per cleaner at that time will be applicable.

16. WORKMANSHIP AND MATERIAL

- 16.1 All material and cleaning equipment should be provided in ample supply by the service provider. DCDT reserves the right to approve cleaning materials, chemicals, and material data sheet to be provided prior to the use thereof. All cleaning materials, viz. chemicals, soaps, detergents etc. must be of good and acceptable quality.
- 16.2 All equipment used for cleaning purposes must always be in proper working order and readily available daily. Should electrical and/or other equipment such as vacuum cleaners; floor buffers, utility trolleys, etc. breakdown or malfunctioning for whatever unforeseen reason; replacement must be readily available daily.
- 16.3 The service provider must ensure that enough back-up cleaning material specifically toilet papers, hand soap and hand paper towels are kept on site in case of sudden shortage thereof.
- 16.4 All work must be of an acceptable standard and executed to the satisfaction of the DCDT.

17. FIREHOSE REELS

The service provider and his/her employees shall under no circumstances make use of firehose reels on the site in the activities attached to the rendering of the service.

18. UNACCEPTABLE CLEANING AGENTS

No equipment, utensils or cleaning agents that may damage the buildings, fittings, persons, or contents shall be used, the DCDT has the right to reject any such equipment, utensils or cleaning agents. Should any damage or health risk be detected from such equipment or material used by the contractor, the service provider shall be liable to pay financial costs resulting from such in terms of the Compensation of Occupational Injuries and Disease Act, 1993.

AC

19. WARNING BOARDS

Clearly readable warning boards or signs shall be displayed where needed and where the rendering of the cleaning service may cause injuries to any person(s), e.g. wet floor.

20. INFLAMMABLE AND POISONOUS SUBSTANCES

The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the DCDT for the rendering of the service or any other purposes.

21. LIABILITY

21.1 The service provider indemnifies the DCDT herewith from any claim from a third party and all costs or legal expenses with regards to claims for loss, damage of property or injury of the service provider and any other person that may result from any duties related to the execution of this contract.

21.2 The service provider fully indemnifies, the DCDT and its agents, employees, contractors, clients and sub-contractors against all liabilities, claims, actions, proceedings, damages, loss of earnings suffered or incurred by the service provider or a third party.

22. DAMAGE COMPENSATION AND RECTIFICATION

22.1 The service provider will be held responsible for any damage or thefts that may be caused to the premises or content 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 the DCDT to the contractor.

22.2 In the case of damages to carpets, furniture, equipment, fixed structures etc. resulting from the rendering of the service, during or upon expiry of the contract, the service provider undertakes to rectify the damage immediately to the satisfaction of the DCDT. If the service provider fails to act immediately after notification, the DCDT will rectify the damage and the costs thereof will be recovered from the money outstanding to the contractor.

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23. CONDITIONS IN RESPECT OF THE PERSONNEL OF THE CONTRACTOR

23.1 The personnel of the service provider will have access to all areas, subject to the internal policies.

23.2 Without prejudice to the contractor's responsibility to select his/her personnel before employment, the DCDT will at all times have the right to point out staff members of the service provider who is considered a safety, health or security risk or undesirable in which case the service provider will be requested not to utilise such person(s) any longer to honor his/her contractual obligations.

24. PAYMENT

The successful service provider will be paid upon the completion of phases or milestones set out in the project plan or as mutually agreed by the Department and the service provider. Payment of invoices will be effected within 30 days after receipt of invoice from the service provider.

25. ADDITIONAL SERVICES REQUIRED

If any additional services are required by the DCDT and payment must be made for such services, authorisation in the form of an official order form must be obtained in advance.

26. TERMS AND CONDITIONS

26.1 The service provider must preferably be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement.

26.2 The Department reserves the right to appoint any other person to undertake any part of the Task. Should the contract between the Department and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.

AC

- 26.3 The individuals proposed for professional work on the project shall remain on the project unless the Department grants permission to change the proposal. Such permission will only be granted in exceptional circumstances.
- 26.4 No material or information derived from the bid submission or the provision of the services under the contract may be used for any purposes other than those of the Department or its SOE's, except where authorized in writing to do so.
- 26.5 Copyright of all documents and electronic aids, software programmes prepared or developed in terms of this appointment shall vest in the DCDT.
- 26.6 The costs of preparing proposals and of negotiating the contract will not be reimbursed.
- 26.7 The Department reserves the right to negotiate price with the preferred bidders.
- 26.8 The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or to any eventual project that may result, directly or indirectly from these services.
- 26.9 Individuals and firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 26.10 The Department reserves the right not to award the bid should it deem fit not to award.
- 26.11 The Department reserves the right to contact any bidder to seek clarity on any matter included in the bid documents.
- 26.12 No late bids will be considered for evaluation.
- 26.13 It will be expected of the successful service provider to sign a service level agreement with the Department.
- 26.14 The recommended service provider will have to pass a security vetting process which is facilitated through State Security Agency.
- 26.15 The Department reserves the right to insert a penalty clause on the Service Level agreement to be signed with the successful service provider.

27. ENQUIRIES

Bidders may ask for clarification of the Bid documents or any of its Annexures before the deadline at dcdttenders@dcdt.gov.za.



THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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 so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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