

Northern Cape Provincial Government



NORTHERN CAPE PROVINCIAL TREASURY

NOORD KAAP PROVINSIALE TESOURIER

LEFAPHA LA MATLOTLO LA KAPA BOKONE

ISEBE LEZEMALI LOMNTLA KOLONI

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTHERN CAPE PROVINCIAL TREASURY

QUOTE NUMBER: RFQ/NCPT/02/2014

CLOSING DATE: 24 NOVEMBER 2014

CLOSING TIME: 11:00

DESCRIPTION: REQUEST FOR QUOTATIONS FROM SERVICE PROVIDERS WHO WILL RENDER CLEANING SERVICES FOR THE NORTHERN CAPE PROVINCIAL TREASURY FOR A PERIOD OF EIGHT (8) MONTHS.

The successful bidder will be required to fill in and sign a written Contract Form (NCP 7).

- BID DOCUMENTS MAY BE POSTED TO: NORTHERN CAPE PROVINCIAL TREASURY
PRIVATE BAG X5054
KIMBERLEY
8300

OR

- DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS): METLIFE TOWERS BUILDING,
GROUND FLOOR,
CNR. KNIGHT AND STEAD STREET,
KIMBERLEY,
8301

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration at all.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER.....

EMAIL

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (NCP 2)? YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED (NCP 6.1)? YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR

A REGISTERED AUDITOR.....

(MARK X ON THE APPLICABLE OPTION)

(AN ORIGINAL OR CERTIFIED COPY OF YOUR B-BBEE STATUS LEVEL VERIFICATION CERTIFICATION MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?

YES or NO

IF YES ENCLOSE PROOF- CERTIFIED COPY REQUIRED

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE: TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Northern Cape Provincial Treasury

Contact People: Ms. K Mothomme and Ms. L Ferris

Tel: 053 830 8386/ 053 830 8336

Email addresses: kmothomme@ncpg.gov.za or lferris@ncpg.gov.za

ANY ENQUIRIES REGARDING THE TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. F Webster

Tel: 053 830 8294

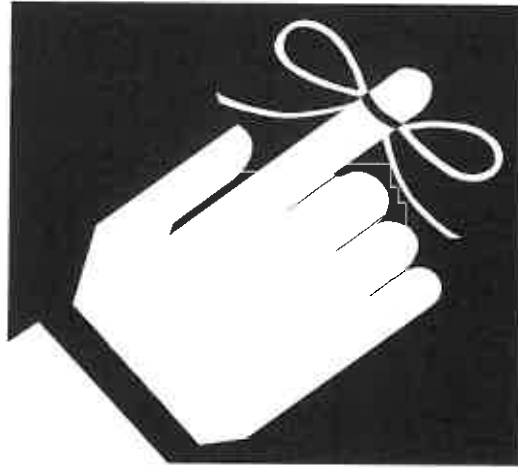
Email address: fwebster@ncpg.gov.za

PLEASE NOTE: Corrections by correctional fluid is not allowed in a bid document. If correctional fluid is used it must be initialed to the correction. Failure to do so may result in such a bid being regarded as non-responsive.

If the correctional fluid is used to correct signatures, prices and descriptions this WILL lead to bids being regarded as non-responsive.

IMPORTANT NOTICE

NOTE 1



**PLEASE NOTE THAT THIS BID CLOSING AT
THE NORTHERN CAPE PROVINCIAL
TREASURY, DEPARTMENTAL SUPPLY
CHAIN MANAGEMENT, CORNER KNIGHT
AND STEAD STREET, POST OFFICE
BUILDING.
(METLIFE TOWERS, KIMBERLEY)**

TAKE NOTE - BIDDERS WHO WISH TO
MAKE USE OF SPEED SERVICES MUST
MARK DELIVERY "TO COUNTER" AND NOT
"TO PRIVATE BAG/BOX" ON THE STICKER.
BIDDERS MUST ALSO CONTACT THE
OFFICE, STATING THEIR TRACKING
NUMBER OF THE BID DOCUMENT.

(See cover page for street address)

**BID DOCUMENTS DEPOSITED ANYWHERE
ELSE WILL BE REGARDED AND TREATED AS
LATE BID**

IMPORTANT NOTICE

NOTE 2



**PLEASE NOTE THE FOLLOWING:
WITH REFERENCE TO THE ATTACHED
NCP 4:**

**SHOULD YOU BE INVOLVED IN A JOINT
VENTURE, BOTH PARTIES MUST FULLY
DECLARE INTEREST. PLEASE ENSURE
THAT YOU ARE AWARE OF ALL
INTERESTED PERSONS WHO SHOULD
DECLARE INTEREST.**

**THIS REQUEST IS MADE FOR THE SAKE OF
TRANSPARANCY AND THE TIMEOUS
CONCLUSION OF BIDS**

IMPORTANT NOTICE

NOTE 3



A COMPULSORY INFORMATION SESSION WILL BE HELD ON:

VENUE: BOARDROOM
5TH FLOOR, ROOM 517
METLIFE TOWERS
CORNER OF KNIGHT AND STEAD
STREET
KIMBERLEY

DATE: WEDNESDAY, 19 NOVEMBER 2014

TIME: 10H00

CONTACT PERSON/S: Ms. K Mothomme and Ms L Ferris

PHONE NO: 053-830 8386 and 053-830 8336

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six (6) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the **original** and valid Tax Clearance Certificate **WILL** invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver' s Office.

Particulars of tender (If applicable)

Tender number

Estimated Tender amount

R

Expected duration of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started

Date finalised

Principal

Contact person

Telephone number

Amount

AuditAre you currently aware of any Audit investigation against you/the company?
If "YES" provide details

YES

NO

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of **Tenders** or **Goodstanding**.

I hereby authorise and instruct

to apply to and receive from

SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.



Northern Cape Provincial Treasury

SPECIAL CONDITIONS FOR RENDERING OF CLEANING SERVICES IN TWO BUILDINGS IN KIMBERLEY FOR A PERIOD OF 8 MONTHS

[BUILDINGS INCLUDED ARE METLIFE TOWERS – FLOORS: 2nd, 3rd, 5th, 6th, 7th, 8th, 9th, 10th, 14th AND KIMTOWN BUILDING.]

The preferred bidder's prime object must be absolute cleanliness of the Department's offices through correct management, training and discipline of staff to ensure high quality cleaning services at all times.

1	<u>SPECIFICATIONS</u>	Details of offer: YES/NO
	<ul style="list-style-type: none"> Bidders <u>must</u> complete the <u>details of offer</u> (see column right with yes or no) in all respects. Failure to comply shall render the bid invalid. 	Details of offer: YES/NO
1.1	<u>Electrical Appliances & -Equipment</u>	
1.1.1	The preferred bidder shall ensure that she / he is in a position to acquire all relevant appliances and equipment required for the execution of the contract in terms of paragraph 5.2.	
1.1.2	All equipment must be suitable for use in a standard 1 amp plug point single-phase supply.	
1.2	<u>Items to be supplied and used by the Service Provider</u>	
1.2.1	The service provider shall not store any flammable chemicals on any of the Department's premises without prior written approval from the Department.	
1.2.2	No chemicals are to be used on any of the Department's premises that can result in damage to any surface or office furniture. <u>Any furniture damaged by the use of abrasive chemicals shall be replaced by the service provider.</u>	
1.2.3	All toilet paper to be used in Departmental cloak rooms shall be in accordance with <u>SABS 648</u> specifications. <u>Toilet paper shall be in white. Recycled toilet paper shall not be allowed.</u> If the Department decides to purchase short supplied toilet paper or any other cleaning material e.g. dish washing liquid, the costs thereof will be deducted from the preferred bidder's monthly payment.	
1.2.4	It shall be the preferred bidder's responsibility to supply liquid hand soap (non-abrasive) in all Departmental cloak rooms pertaining to this bid. <u>This includes supply and installation of the liquid soap dispensers - if installed the soap dispensers shall remain the service provider's property.</u>	
1.2.6	Furniture- and floor polish (if applicable) shall be provided by the service provider.	
1.2.7	The service provider is to supply air fresheners and deo blocks in all cloakrooms - including urinals.	
1.2.8	<u>She-bins must be supplied to ladies toilets</u> and shall remain the property of the service provider. Appropriate plastic bags for wrapping of sanitary towels shall be provided by the service provider.	
1.2.9	Service provider shall supply <u>paper hand towels</u> to dry hands in all cloak rooms.	
1.2.10	The service provider shall supply standard refuse bags for cleaning of waste bins.	



Northern Cape Provincial Treasury

<p>1.2.11 Service provider shall supply and maintain her / his own equipment and material required to fulfil the contract and Indemnify the Department against any loss or damage thereof.</p>	
<p>1.3 Other Equipment</p> <p>Service provider shall be fully equipped to clean all windows of all office buildings applicable to this bid. Should any special equipment be needed for the cleaning of windows, such as ladders or scaffolding, the service provider shall provide such equipment at own cost.</p>	
<p>2 CONDITIONS OF CONTRACT</p> <p>The contract shall commence on the date indicated in the preferred bidder's letter of acceptance of offer – cleaning services shall be rendered by the preferred bidder (service provider) with effect from said date.</p>	

<p>2.1 Personnel / Employees</p> <p>Bidders must calculate their prices according to the Department of Labour's latest published minimum employee wages, annual bonuses, leave and sick leave. Minimum wages escalates in November of each year.</p> <p>Detailed particulars of the latest Government Gazette and Government Notice used to calculate the employee's wages must be attached to bid documents. Failure to adhere to this requirement indicated in the latest government gazette and government notice will render the bid non responsive.</p>	<p>Details of offer: YES/NO</p>
<p>2.1.1 A locally based labour force shall be used. In the event that the bidder needs additional employees it is recommended that the existing employees of the current service provider be employed by the newly appointed service provider / preferred bidder.</p>	
<p>2.1.2 The number of personnel to be employed in order to render efficient cleaning services must be indicated. The department requires one cleaner for two floors.</p>	
<p>2.1.3 Details about personnel's designations e.g. cleaners, supervisors are also required.</p>	
<p>2.1.4 The service provider shall note that it is a specific condition of this bid that all employees shall be security classified before they are allowed on any of the Department's premises. This will be performed by the department</p>	
<p>2.1.5 The service provider is obliged to register all employees immediately for UIF and COIDA at the Department of Labour. Salary advices must be provided with monthly salaries. Proof of UIF registration as well as copies of salary advices must be submitted to Supply Chain Management, Provincial Treasury – Met-Life Towers building within one (1) month of commencement of contract i.e. before payment of first monthly invoice shall be effected. Copies of Payslips and attendance register should be submitted with the monthly invoice to Supply Chain Management- 5th Floor Metlife Towers.</p>	
<p>2.1.6 All conditions of employment must be set out in a contract duly signed by the employer and each employee - not later than the first (1st) day of employment. Copies of signed contracts <i>inter alia</i> indicating annual bonuses, sick- and annual leave are to be submitted to Supply Chain Management, Provincial Treasury- Metlife Towers building within one (1) month of commencement of contract i.e. before payment of first monthly invoice shall be effected.</p>	



Northern Cape Provincial Treasury

2.1.7 Working hours for full day cleaners shall be from 07:30 to 16:00 Mondays to Fridays – excluding public holidays.	
2.1.8 Service provider shall assign a supervisor responsible for liaison with the Department. The supervisor shall <u>within 24 hours</u> attend to all problems that may arise regarding cleaning services.	
2.1.9 Service provider is to ensure adequate supervision of cleaning staff/employees at all times.	
2.1.10 The service provider shall remain fully and solely responsible for the safety of her / his employees during execution of their cleaning duties. The service provider shall be liable for any claims in respect of injury to, or death of persons or the loss or damage to any property, however, caused and suffered by her / his employees, departmental officials and / or any third party. The service provider shall indemnify and hold harmless the Northern Cape Provincial Government & Provincial Treasury against any such injury to or death of persons or the loss of or damage to any property arising from the execution of the work in terms of her / his cleaning services.	
2.1.11 The service provider shall render all specified cleaning services and provide sufficient cleaners for the due execution thereof.	
2.1.12 Service provider shall provide cleaning staff/employees with <u>suitable, identifiable and protective clothing</u> .	
2.2 <u>Statutory Compliance with all applicable legislation</u>	
2.2.1 Service provider shall comply with the statutes (acts) of Parliament, ordinances and regulations of the provincial- and local authority that may be applicable to cleaning services and shall inform any such authority in all instances where notification is required; pay all fees that may be payable in respect of the cleaning service and indemnify the Department from all losses, cost, damage or expenses that may arise as a result of failure to comply with such laws, ordinances and regulations.	
2.2.2 Occupational Health and Safety Act 85 of 1993 and its Regulations. Should the service provider fail to take adequate precautions in terms of applicable legislation and should she / he not respond appropriately when requested to remedy an unsafe situation, the Department shall reserve the right to issue an instruction to another service provider as to rectify the situation.	
2.2.3 All appliances and equipment to be used on Departmental premises shall comply at all times with the Act on Machinery and Safety 6 of 1983. Under no circumstances may any appliances and / or equipment be allowed on any of the Departmental premises that exceed 66 db measured one (1) metre away from the piece of equipment being tested or used.	
2.3 <u>Termination of Contract</u>	
2.3.1 The Department reserves the right at any given time to terminate this contract, or part thereof with <u>one (1) calendar month's</u> written notice. The written notice is to be signed by the Head of Department or designee in the office of the Chief Financial Officer with the rank of Senior Manager.	
2.3.2 Should any amendment shall occur, i.e a section of the office building(s) become unoccupied at any given time. Any such amendment to the contract shall result in an adjustment to the monthly contract amount payable.	
2.3.3 Furthermore, termination of the contract shall be applicable if the service provider is not co-operating with the Department or not operating in accordance with the terms and special conditions of this bid and subsequent contract.	
2.3.4 Service provider shall be in default if she / he:	



Northern Cape Provincial Treasury

<ul style="list-style-type: none"> ▪ Fails to commence with the service as prescribed herein; ▪ Fails to proceed with the service with due diligence; ▪ Stops, abandons or suspends the service before termination of the contract, and ▪ Refuses or neglects to comply strictly with any of the conditions of her / his contract or any specifications given in terms of this contract. 	
<p>2.3.5 Should the service provider be in breach of contract, the Head of Department shall have the right to cancel the contract with one (1) month's written notice; instruct the service provider in writing to discontinue the service on a date stated; withdraw rendering of cleaning services on Departmental premises of any <i>lien</i> or a right of retention or on the premises of any right whatsoever.</p>	
<p>2.4 <u>Unbroken Service</u></p> <p>Should the service provider experience any form of labour unrest during the duration of this contract, she / he shall be <u>expected to ensure that the cleaning service continues as per special conditions of this bid</u>. No payment will be effected for days on which cleaning services were not rendered.</p>	
<p>2.5 <u>Damage to Departmental Property</u></p> <p>The service provider shall note that, in the event of any damage caused to <u>any Departmental property</u>, either by any of her / his personnel / employees or any faulty equipment of her / him, it shall be made good to the complete satisfaction of the Department at no cost to the Department.</p>	
<p>2.6 <u>Warning Signs</u></p> <p>2.6.1 The service provider shall be <u>responsible for displaying warning signs in all areas of operation</u>. All such warnings shall be placed in areas where people could be injured such as wet floors.</p>	
<p>2.6.2 The warning signs must be noticeable from a distance of ± 1 metre. The size may not be less than <u>500mm x 500mm</u>.</p>	
<p>2.7 <u>Disturbance</u></p> <p>2.7.1 Cleaning staff shall communicate quietly with each other. <u>No undue noise shall be tolerated</u>.</p>	
<p>2.7.2 The service provider shall inform employees that, whilst cleaning an office, they are to be silent and switch off equipment in use upon request of the occupant <i>i.e.</i> in the event of an incoming telephone call.</p>	
<p>2.7.3 Cleaning staff may not answer official telephones and shall leave the office if an official requires confidentiality in handling an official telephone call.</p>	
<p>2.7.4 The service provider's employees may not use Departmental telephones, facsimile machines or any other office equipment.</p>	
<p>2.8 <u>Cleaning Services</u></p> <p>2.8.1 Cleaning services are to be provided according to paragraph 5</p>	
<p>2.8.2 All stains shall be removed immediately - wherever possible - in order to prevent permanent damage to carpets. Prior to any stain being removed from a carpet, or carpet tiles, the sensitivity of the stain remover to be used shall be tested on an inconspicuous area to determine colour fastness. Once stains have been removed, the damp pile shall be brushed up.</p>	
<p>2.9 <u>Service provider's Duties and Obligations</u></p> <p>2.9.1 The service provider shall submit an original invoice for cleaning services rendered before or on the</p>	



Northern Cape Provincial Treasury

<p>15th of each calendar month. The service provider shall ensure that all statutory obligations have been complied with South African Revenue Services.</p> <p>A completed, duly signed form re monthly confirmation that cleaning services have been rendered, shall be submitted with the invoice as verifiable evidence that cleaning services are satisfactory and that employees have received their salaries on time and in accordance with the bid price.</p>	
<p>2.9.2 The service provider's business name and contact details, number issued by the South African Revenue Service (SARS). The VAT registration number must be indicated on the original invoice. The invoice must be dated and duly signed. The name of each office cleaned, as well as the amount payable in respect of wages and number of employees must be stated on the invoice.</p>	
<p>2.9.3 Value added tax (VAT) may only be charged by service providers registered for VAT by means of a unique registration</p>	
<p>2.10 Department's Duties and Obligations</p>	
<p>2.10.1 The Department shall pay the monthly amount within 30 days of receipt of the service provider's original invoice, provided the service provider's service has been satisfactorily in terms of the special conditions of bid / contract.</p>	
<p>2.10.2 The Department reserves the right to retain monthly payments in its entirety, or in such part, as it may deem necessary if cleaning services were not rendered or if it were unsatisfactory.</p>	
<p>2.10.3 The Department shall appoint a contact person as liaison between the Department and the service provider.</p>	
<p>3 GENERAL CONDITIONS OF BID</p>	<p>Details of offer: YES/NO</p>
<p>3.1 The contract shall commence on the date stipulated in the letter of acceptance to the preferred bidder and shall be for the duration of 8 months with the option to extend on a month to month basis.</p>	
<p>3.2 A briefing session will be held where Bidders are shown the various sites before submitting their bids so as to determine the appearance and layout, access to the premises, number of toilets & urinals as well as areas suitable for or available for storage of cleaning material or -equipment and any other circumstances that could affect the rendering of cleaning services. No claims resulting from such factors will be considered after the contract has been concluded.</p> <p>SITES WHERE DAILY CLEANING SERVICES ARE REQUIRED AS OF 01 DECEMBER 2014 TO 31 JULY 2015:</p> <ol style="list-style-type: none"> 1. Metlife towers c/o Stead and Knight Streets floor no.2 2. Metlife towers c/o Stead and Knight Streets floor no. 3 3. Metlife towers c/o Stead and Knight Streets floor no. 5 4. Metlife towers c/o Stead and Knight Streets floor no. 6 5. Metlife towers c/o Stead and Knight Streets floor no. 7 6. Metlife towers c/o Stead and Knight Streets floor no. 8 7. Metlife towers c/o Stead and Knight Streets floor no. 9 8. Metlife towers c/o Stead and Knight Streets floor no. 10 9. Metlife Towers c/o Stead and Knight Streets floor No 14 10. Kimtown building 	
<p>3.4 The preferred bidder must be able to commence with cleaning services on the date stipulated in paragraph 3.2 as well as in the letter of acceptance of offer.</p>	



Northern Cape Provincial Treasury

3.5 Any clause in the special conditions of bid may only be amended by mutual agreement between the Department and service provider.

4 ANNUAL PRICE ESCALATION

A fixed price increase linked to inflation plus 2% is applicable to this bid/contract if it continues for more than 12 months. This increase shall cover all aspects of the contract e.g. increase in salaries, cleaning material, transport and administration costs.

5 CLEANING FREQUENCIES REQUIRED

5.1 KEY TO FREQUENCY

D	Daily clean
2x D	Twice Daily
Q	Quarterly clean
3	3 x per week
O	Ongoing cleaning as often as necessary
F	Fortnightly
M	Monthly
W	Weekly

5.2 FREQUENCY OF CLEANING

EMPTYING / CLEANING	FREQUENCY
Empty waste paper bins	D
Empty general waste bins	D
Wash waste paper bins	O
DUST REMOVAL, DISINFECTION	
Tables, shelves	3
Desks, telephones, lamps	3
Window sills, chairs	3
Conduit (pipes)	W
Pictures, charts	W
Skirting boards	W
Upholstered furniture	W
REMOVING OF FINGER MARKS	
Furniture	3
Doors, switches	3
CLEANING & DISINFECTING	
Hand basin, mirror, cloakroom tiles	D
Toilets, urinal tabs, urinal bowl, butt (pipes), sink	2 X D
Urine stain removal	D
Sanitary fittings	D
Soap scumming	D



Northern Cape Provincial Treasury

Partitions, wall tiles	F
FILL / REPLACE	
Liquid soap	D
Paper Hand towels	D
Toilet rolls	D
Air Freshener	O
FLOOR CLEANING VINYL/STONE/CERAMIC TILES / CARPETS.	
Removal of spillages	O
Wet mopping passages / tiled areas / store cases back / front, lifts areas	D
Disinfecting	D
Scrubbing free areas	W
Buffing, spray cleaning	W
Sweep	D
Vacuum offices	W
Vacuum traffic areas	3
Vacuum dust barriers	W
Stain removal	O
WAITING / ENTRANCE AREAS	
Waste bins	D
Removal of spillage	D
Removal of stains	D
Wet mopping	D
Scrubbing	W
Sweeping	D
WINDOWS, & LOCK-UP GARAGES and Emergency staircase	
Windows	Q

6 PRICE CONSTITUENT

6.1 This section of the specification must be completed by all bidders as failure to comply shall lead to disqualification.

- 6.1.1 All bidders shall indicate the following in terms of bid offers:
- 6.1.2 All offers shall include VAT, if the bidder is eligible for VAT verifiable by a unique VAT number (see paragraph 2.9.3).
- 6.1.3 All prices shall be in South African Currency (Rand).
- 6.1.4 All prices shall include supply of toilet paper, liquid hand soap, paper hand towels, air freshener; refuse bags, dish washing liquid, dish cloths, she-bins and appropriate plastic bags for sanitary towels.

6.2 Additional cleaning and prices

- 6.2.1 All additional cleaning services such as washing of carpets, strip and seal of vinyl floors do not form part of the bid. Price quotations will be invited for additional cleaning upon receipt of the Department's liaison official.



Northern Cape Provincial Treasury

6.3 Equipment details

Bidders must list all equipment to be used (and number thereof) in the following categories: (Failure to comply shall render the bid invalid).

- 6.3.1 Buffing machines, make & rpm:
- 6.3.2 Number of buffing machines:
- 6.3.3 Vacuum cleaners, make & capacity:
- 6.3.4 Number of vacuum cleaners:
- 6.3.5 Any other equipment / cleaning material to be used in order to successfully fulfil the contract *e.g.*: toilet paper, paper hand towels, liquid hand wash soap, dishwashing liquid, dish cloths, mops, brooms, dusters, sanitary brush, air freshener, polish, chemicals *etc.* *list the items to be used per month*
-
-
-
-
-
-

6.4 References

List three (3) references / contact persons and their telephone numbers

Company	Contact Person	Phone Number

6.5 Cleaning of offices as per Bid Nr: RFQ/NCPT/02/2014

Nr	OFFICE	NUMBER OF DAYS PER WEEK CLEANING SERVICES ARE REQUIRED	NUMBER OF FULL DAY CLEANERS	HOW OFTEN WILL YOU SUPERVISE DAILY/ WEEKLY/ FORTNIGHTLY/ MONTHLY?	PRICE PER MONTH (including VAT)
1	Metlife Towers Floors 2, 3, 5, 6, 7, 8, 9, 10 and 14 Kimberley	5			R.....
2	Kimtown building Kimberley	5			R.....



Northern Cape Provincial Treasury

7 BIDDER'S DETAILS

Company Name:

Address:

Print Name & Surname of Bidder:

Phone Number:

Date of bid completion:

8 CONFIRMATION OF PRICES

SIGNED AT.....ON THIS..... DAY OF (Month) 201.....

IN THE PRESENCE OF THE UNDER MENTIONED WITNESSES:

AS WITNESS

1.....
SIGNATURE: WITNESS

.....
WITNESS: PRINT NAME & SURNAME

2.....
SIGNATURE: WITNESS

.....
WITNESS: PRINT NAME & SURNAME

.....
BIDDER: SIGNATURE & PRINT: NAME & SURNAME



NORTHERN CAPE PROVINCIAL TREASURY

NOORD KAAP PROVINSIALE TESOURIER

LEFAPHA LA MATLOTLO LA KAPA BOKONE

ISEBE LEZEMALI LOMNTLA KOLONI

PRICE QUOTATION FORM

(Purchases up to an estimated value of R500 000-00)

NB: Use ink, preferably black, to fill in the information applicable to the specific required price quotation

CLOSING TIME 11:00

ON

24 NOVEMBER 2014

PRICE QUOTATION NO.: RFQ/NCPT/02/2014

VALIDITY: DAYS

ITEM	QTY	DESCRIPTION	PRICE IN RAND CURRENCY INCLUSIVE OF VAT
1	Request for quotations from service providers who will render cleaning services for the Northern Cape Provincial Treasury for a period of eight (8) months.	R

Trade mark and model:

Country of origin:

Points claimed:

B-BBEE status level verification certificate appended?

YES

OR

NO

***NB: TICK APPLICABLE BLOCK**

ISSUING AGENCY

- Delivery basis:

(i) Is the delivery period firm? *YES / NO

(ii) Period required for delivery after receipt of order

- Is the price (inclusive of VAT) firm? *YES / NO

- Discount offered (conditional/unconditional):

- Is offer strictly to specification/terms of reference, if attached? *YES / NO

If not to specification/terms of reference, state deviation(s)

- (1) Name of taxpayer/quoter:
- (2) Identification Document number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- (3) Trade name:
- (4) Company/Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- (5) Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(Original of Income Tax Clearance Certificate to be attached)
- (6) VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- (7) PAYE employer's registration number (if applicable)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Details (if applicable):

Bank Name:

Bank Branch Code:

--	--	--	--	--	--

Account Holder:

Bank Account number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank account type:

Contact person:

Signature: **Name in print:**

Telephone No.: **Code:** **No.**

Fax No.: **Code:** **No.**

E-mail address:

Address:

.....
..... **Postal code:**

--	--	--	--

SIGNATURE

SURNAME & INITIALS

DATE

NCP 4 (7/12/11)

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

.....

.....

.....

YES/NO

```
*****  
*****  
*****
```

YES/NO

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

[illegible]

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

(7/12/11)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....80/20.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based

on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity only, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends to sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. The relevant EME must confirm its status with an original/ certified B- BBEE status level certificate issued by an accredited agency as contemplated in paragraph 1.4.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract. The relevant EME must confirm its status with an original/ certified B-BBEE status level certificate issued by an accredited agency as contemplated in p 1.4.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA). Certificate must be in the original or a certified copy appended.

8 SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

(Provide an original or certificate copy of sub-contractors B-BBEE status level of contribution certificate with quotation/ bid.

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE

.....
SURNAME AND INITIALS

.....
SIGNATURE(S) OF BIDDER(S)

.....
SIGNATURE(S) OF BIDDERS(S)

2.

.....
SIGNATURE

.....
SURNAME AND INITIALS

DATE:.....

ADDRESS:.....

.....
.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to **Northern Cape Provincial Treasury** in accordance with the requirements and task directives / proposals specifications stipulated in **Quote Number: RFQ-NCPT/01/2014** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1
SIGNATURE

.....
NAME AND INITIALS

DATE:

2
SIGNATURE

.....
SURNAME AND INITIALS

DATE:

(7/12/11)

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I, in my capacity as accept your bid under reference number **Quote Number: RFQ-NCPT/01/2014** dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1
SIGNATURE

.....
SURNAME AND INITIALS

DATE:

2
SIGNATURE

.....
SURNAME AND INITIALS

DATE:

the 1990s, the incidence of *S. flexneri* has increased in the United Kingdom [10]. In the United States, *S. flexneri* has been reported as the most common serotype of *Shigella* isolated from children with shigellosis [11].

There is a paucity of data on the epidemiology of *S. flexneri* in the United Kingdom. In the 1970s, *S. flexneri* was the most common serotype of *Shigella* isolated from children with shigellosis in the United Kingdom [12]. In the 1980s, *S. flexneri* was the most common serotype of *Shigella* isolated from children with shigellosis in the United Kingdom [13]. In the 1990s, *S. flexneri* was the most common serotype of *Shigella* isolated from children with shigellosis in the United Kingdom [14].

The purpose of this study was to determine the prevalence of *S. flexneri* in children with shigellosis in the United Kingdom. The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis. The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis.

The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis. The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis.

The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis. The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis.

The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis. The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis.

The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis. The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis.

The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis. The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis.

The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis. The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis.

The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis. The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis.

The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis. The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis.

The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis. The study was conducted in the United Kingdom, where *S. flexneri* is the most common serotype of *Shigella* isolated from children with shigellosis.

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

NCP 8 (7/12/11)

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (NCP) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This NCP serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (NCP 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

NCP 9 (7/12/11)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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).</p> <p>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.</p>

- 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.

Js General Conditions of Contract (revised July 2010)