

PART A INVITATION TO BID

| | | | | | |
|--|--|--|------------|-------------------------------------|---|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | NT020-1-2017 | CLOSING DATE: | 20-07-2018 | CLOSING TIME: | 11:00 AM |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE HYGIENE AND CLEANING SERVICES FOR THE NATIONAL TREASURY BUILDINGS (240 MADIBA STREET, 40 CHURCH SQUARE IN PRETORIA CBD AND 3RD FLOOR PARLIAMENT OFFICES AT 120 PLEIN STREET IN CAPE TOWN) FOR A PERIOD OF THREE (3) YEARS. | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE FOLLOWING ADDRESS: | | | | | |
| TENDER INFORMATION CENTRE (TIC) | | | | | |
| DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| 240 Madiba Street between | | | | | |
| ABSA and Urban Eatery Restaurant | | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY? | | | | | |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | <input type="checkbox"/> | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) | | | |
| | <input type="checkbox"/> | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) | | | |
| | <input type="checkbox"/> | A REGISTERED AUDITOR | | | |
| | | NAME: | | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |

| | | | |
|--|--|--|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW] |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) | | | |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE (ALL INCLUSIVE) | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT/ PUBLIC ENTITY | National Treasury | CONTACT PERSON | George Matsane/ Kwame Mzileni |
| CONTACT PERSON | Isaac Mthombeni/ Sithembile Skosana | TELEPHONE NUMBER | |
| TELEPHONE NUMBER | 012 315 5285/012 315 5577 | FACSIMILE NUMBER | |
| FACSIMILE NUMBER | | E-MAIL ADDRESS | <u>george.matsane@treasury.gov.za / kwame.mzileni@treasury.gov.za</u> |
| E-MAIL ADDRESS | isaac.mthombeni@treasury.gov.za/ Sithembile.Skosana @treasury.gov.za | | |

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

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



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

**COMPREHENSIVE HYGIENE AND
CLEANING SERVICES TENDER**

TERMS OF REFERENCES

NT020-1-2017

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE HYGIENE AND
CLEANING SERVICES FOR THE NATIONAL TREASURY BUILDINGS (240 MADIBA STREET,
40 CHURCH SQUARE IN PRETORIA CBD AND 3RD FLOOR PARLIAMENT OFFICES AT 120
PLEIN STREET IN CAPE TOWN) FOR A PERIOD OF THREE (3) YEARS**

Closing Date: 20 July 2018
Validity Period: 90 Days

1. DURATION AND CONDITIONS OF THE TENDER

1.1 BACKGROUND

The National Treasury's legislative mandate is based on chapter 13 of the Constitution. As set out in the Public Finance Management Act and other laws governing financial and fiscal affairs, the Treasury is mandated to promote the national government's fiscal policy and the coordination of macroeconomic policy, ensure the stability and soundness of the financial system and financial services, coordinate intergovernmental financial and fiscal relations, manage the budget preparation process, and enforce transparency and effective management in respective of revenue and expenditure, assets and liability, public entities and constitutional requirements.

1.2 SERVICE REQUIREMENTS

The National Treasury wishes to appoint a contractor for the provision a comprehensive hygiene and cleaning service for a period of three (3) years to all National Treasury sites.

1.2.1 Operational Conditions

- (i) The service provider to be able to render services to the National Treasury and Cape Town offices;
- (ii) The services to satisfy the HACCP (Hazard Analysis and control points) principles as refreshment coordinators will work in kitchenettes and handle food and other refreshments;
- (iii) The products utilised to be locally procured. Sub-contracting is accepted;
- (iv) Products price to be fixed for a year upon appointment and labour concerns as per the sectoral determination; and
- (v) Material and other related price escalations on each anniversary date to be in accordance with statutory price (CPI) pronouncements.

1.2.2 National Treasury sites

- 240 Madiba Street Building, Pretoria;
- 40 Church Street Building, Pretoria; and
- National Treasury, 3rd floor Parliamentary Offices, Cape Town. (hygiene supply only)

1.2.3 Scope of work

- The prospective service provider is expected to undertake Comprehensive Hygiene and Cleaning Services within the National Treasury offices as follows: during business hours i.e. 07:00 - 16:00 week-days, per arrangement with client for weekends and on a monthly basis;
- Deep cleaning to be undertaken at all sites in accordance with the schedule provided;
- All the chemicals, detergents and other related materials to be used must be compliant to South African Bureau of Standards and meet the OHSA requirements; and
- All the cleaning and hygiene services are to be undertaken in compliance with Occupational Health and Safety Act 85 Of 1993.
- Refreshment Coordinator Services.

1.3 Detailed Description

| ITEM NO. | DESCRIPTION |
|----------|--|
| 1.3.1 | Service required |
| | <ul style="list-style-type: none"> a) The rendering of a professional Comprehensive Hygiene and Cleaning Services for a period of thirty-six (36) months to National Treasury premises from a supply, control, housekeeping and maintenance perspective; b) The successful bidder shall at its own cost maintain public liability insurance for its own staff against accident, injury or death; c) Carry out frequent routine visits to inspect all sites, reporting and quality control; d) The bidder must have a comprehensive hygiene and cleaning programme, applying and using environmentally friendly controls; e) The bidder must supply on rental basis all the required hygiene equipment; f) The bidder must implement a continuous improvement plan for services rendered to the National Treasury. Pass any possible cost reductions resulting from this programme; g) The bidder will be expected to keep refill stock on National Treasury premises in order to ensure there is no break in service; h) The bidder must be in compliance with Occupational Health and Safety Act requirements; and i) The bidder must deploy personnel with relevant Hygiene services experience together with trained and competent operations personnel. |

| 1.3.2 | Description of services |
|-------|---|
| | <p>1.3.2.1 Cleaning Services:</p> <ul style="list-style-type: none">a) Cleaning windows;b) Cleaning carpets;c) General cleaning – exterior;d) General cleaning – interior;e) Special cleaning – ablutions;f) Special cleaning – kitchens;g) Refreshment Coordination; andh) Washing/laundry services. <p>1.3.2.2 Hygiene Services:</p> <ul style="list-style-type: none">a) Supply (on rental) basis and maintenance of the hygiene equipment;b) Supply and refill service consumables; andc) Removal of sanitary bins and proper (as per legislated regulations) disposal thereof. <p>1.3.2.3 Deep Cleaning</p> <ul style="list-style-type: none">a) Clean and disinfect toilets, urinals, hand wash basins, sluices and sinks;b) Clean and disinfect wall tiles daily;c) Remove bacteria and uric incrustation from all areas of basins and sinks; andd) Clean taps and plugs. |

1.3.2.1 Cleaning services

| Service Area | Service Specification Level | Service output | Standards |
|------------------------------------|---|---|--|
| Cleaning Windows | Ensure all windows and glass surfaces in the building are kept clean at all times. | Windows and glass surfaces are to be free of dust, fingerprints, stains, smudges and markings with a dry streak/smear free finish achieved. | No failure to ensure all windows and glass surfaces in the building are kept clean at all times. |
| General Cleaning Carpets | Ensure all carpets in the building are kept clean and free of stains at all times. | Carpets are to be clean and free of stains, marks and spots. This process to be operated by both a spot cleaning service and a full deep cleaning service | No failure to ensure all carpets in the building are kept clean at all times. |
| General Cleaning (Exterior) | In the event of graffiti inside or outside the building the service provider must take appropriate measures to ensure that it is removed or obscured from public display. | The service provider must inform the client if a temporary solution is to be implemented prior to a permanent solution finally resolving the call | No failure to provide a schedule of the deep cleaning service with frequencies and locations identified. |
| | Implement a programme of cleaning of roads, car parking, pedestrian and other exterior hard surfaces. | External cleaning includes the removal of bird faeces. This must be completed according to the correct HSE requirements. | No failure to provide a schedule a programme of cleaning of roads, car parking, pedestrian and other exterior hard surfaces. |

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| <p>General cleaning (Interior)</p> | <p>Provide a general cleaning (interior) service for all internal fabric to include, but not be limited to the following: hard floors with a variety of finishes, soft floors with a variety of finishes, entry matting, ceilings, walls (including skirting and ledges), furniture (interior and exterior), all fixtures and fittings, ornaments and all other free standing items, blinds and other window coverings; and</p> <p>All surfaces to be free from debris, dirt, marks, smears or cleaning chemical build up at all times.</p> | <p>Service provider to prepare and provide the client with a schedule for the cleaning of all items, with recommended frequencies.</p> | <p>No failure to ensure all carpets in the building are kept clean at all times and a schedule of the cleaning service with frequencies and locations identified</p> |
| <p>Special Cleaning (Ablutions)</p> | <p>Provide a specialised cleaning service for ablutions;</p> <p>a) Clean all toilet facilities and adhere to the highest hygiene, health and safety standards at all times;</p> <p>b) Deep clean all toilet facilities and adhere to the highest hygiene, health and safety standards at all times; and</p> <p>c) Manage the waste disposal service for ablutions, complying with all legislative requirements.</p> | <p>Service provider to prepare and provide a schedule for the cleaning of all items, with recommended frequencies.</p> <p>Provide disposal schedule of ablution waste</p> | <p>No failure to provide a specialised cleaning service for ablutions and disposal of any waste in accordance with the relevant legislation and OHSA requirements.</p> |

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| Special Cleaning (Kitchens) | a) Provide a specialised cleaning service for periodic deep cleaning of kitchens; and b) Clean all kitchen equipment and furniture and adhere to the highest hygiene, health and safety standards at all times. | Service provider to prepare and provide a schedule for the cleaning of all items, with recommended frequencies. | No failure to comply with all health and safety legislation. |
|------------------------------------|--|---|--|

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| <p>Refreshment Coordinator Services</p> | <p>Provide specialised events and booking service to the boardrooms and meeting sites;</p> <ul style="list-style-type: none"> a) Handle all tea and coffee, to ensure high standard of quality; b) Wash all crockery and maintain proper stock control on daily basis; c) Manage (supply & control) all groceries stock on a weekly basis; d) Maintain a clean & healthy catering environment; e) Ensure a hygienic regime for all catering equipment and suppliers; f) Glasses and water bottles must be cleaned and replenished daily. Sterilise water bottles and jugs weekly; g) The provision of daily tea and coffee will be managed by the PA's to what the requirements are, service will be provided upon request; and h) The respective meeting boardrooms will have daily stock of tea and coffee. | <p>Service Provider to provide service in accordance with the daily meeting and event bookings; and Personnel to be available for the service at all times as required.</p> | <p>No failure to provide a professional and specialised events and booking services at all times.</p> |
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1.3.2.2 Hygiene services

| Service Area | Service specification level | Service out put | Standards |
|-------------------------|---|--|---|
| Hygiene services | Provide a specialised and professional Hygiene services; <ul style="list-style-type: none"> • Manage all aspects of the provision of hygiene services and provide a constant supply of consumables within the toilet facilities; and • Manage the waste disposal services to be in compliance with legislative requirements. | Service Provider to prepare and provide excellent and professional hygiene services at all times with the required standard of service at all times. | <ul style="list-style-type: none"> • No failure to replenish consumables within the toilet facilities in manner and frequency which ensures the availability of consumables at the point of use at all times; and • No failure to provide a waste disposal service for ablutions. |
| Requirements | <ul style="list-style-type: none"> • Equipment to be inspected regularly and to be safe, in good working order and appropriate for use; • Environmentally friendly chemicals to be used (MSDSs available at all times); • Adequate staff, suitably trained are to be available at all times; • Sufficient supervision; • Cleaning of all areas to be effected with the required manner and frequency which avoids persistent complaints; • A service provider should maintain a pool of approved staff, replacement in the event of absenteeism is required by 10h00 of that day; and • Service Provider to provide waste disposal certificate to ensure compliance. | | |

1.3.2.3 Deep cleaning services

| Service Area | Service Specification Level | Service Output | Standards |
|-------------------------------|--|---|--|
| Deep cleaning services | Provide professional deep cleaning services in the following areas: <ul style="list-style-type: none"> a) 240 Madiba Street <ul style="list-style-type: none"> • 1st Floor Carpet; • Bathrooms; • Brass and high rise windows; and • Upholstery and curtains. b) 40 Church Street <ul style="list-style-type: none"> • Ground Floor Carpet; • Bathrooms • Brass and high rise windows; and • Upholstery and curtains. | <ul style="list-style-type: none"> • Service Provider to prepare and provide excellent, professional deep cleaning services as per agreed schedule at all times with the required standard of service. | No failure to provide excellent and professional deep cleaning services. |

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| Requirements | <ul style="list-style-type: none"> • Equipment to be inspected regularly and to be safe, in good working order and appropriate for use; • Environmentally friendly chemicals to be used (MSDSs available at all times) • Sufficient staff, suitably trained are to be available at all times; • Supervision to be available at all times during high rise cleaning; • Cleaning of all areas to be effected with the required manner and frequency which avoids persistent complaints; • A service provider should maintain a pool of approved staff, replacement in the event of absenteeism is required by 10h00 of that day; • Staff performing high rise cleaning to be cleared medically by the medical practitioner and proof submitted to the client and site file; • Correct and certified equipment's and other related requirements for high rise cleaning to be satisfied; and • Provision of waste disposal certificate to ensure compliance. |
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| 1.4 SERVICE SITES SIZE | | | |
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| SITE | TYPE OF SERVICE | BUILDING SIZE | TOTAL ESTIMATE STAFF & VISITORS |
| 40 Church Street | Comprehensive Hygiene and Cleaning | 5000m ² | 436 |
| 240 Madiba Street | Comprehensive Hygiene and Cleaning | 28400m ² | 1083 |
| Tender Information Centre Wing | Comprehensive Hygiene and Cleaning | 420m ² | 14 |
| 3 rd Floor Parliament, Cape Town | Hygiene Services Only | ± 900m ² | 15 |

| Building Size | |
|----------------------------|---|
| Site | Details |
| 40 Church Square | <ul style="list-style-type: none"> • Tiles – 250m²; • Laminated Wooden Floors – 375m² • Courtyard paving (Including the outside entrance; parameters) – 500m²; • Underground parking concrete surface; and • Building carpeted surface – 4000m². |
| 240 Madiba Street Building | <ul style="list-style-type: none"> • Vinyl tiles – 2016m²; • Mezzanine floor – 400m²; • Ground Floor – 160m²; • TIC building vinyl/porcelain tiles – 270m²; • TIC carpeted – 338m²; • Carpeted area – 25216m²; and • Courtyard Paving and outside parameters 100m². |

1.4.1 Bid Full List

(a) 240 Madiba Street, Pretoria

| Floors | Kitchens | Female | | Male | | Disabled | |
|--------|----------|---------|----|---------|----|----------|---|
| | | Toilets | 44 | Toilets | 41 | Toilets | 3 |
| 30 | 31 | Basins | 31 | Basins | 28 | Basins | 3 |
| | | | | Urinals | 43 | | |

The following numbers of cleaners are required:

| | |
|-----------|--|
| 31 | General cleaners |
| 5 | Cleaners (bathrooms and staircases) |
| 23 | Refreshments coordinators |
| 2 | Full-time Supervisor |
| 61 | Total number of cleaners required |

EQUIPMENT – 240 MADIBA STREET BUILDING

All equipment needs to be of an acceptable quality standard. An acceptable quality standard would be equipment of a brand name that is recognised within the facilities management industry as being durable in construction, reliable in service and SABS approved.

National Treasury will inspect the condition of the following cleaning equipment that is needed (before the contract starts):

| | |
|----|--|
| 15 | Vacuum cleaners |
| 34 | Brooms |
| 34 | Mops |
| 34 | Buckets |
| 90 | Toilet Brushes |
| 40 | Scrubbing Brushes |
| 40 | Dust pans |
| 1 | SABS approved Ladder (4m) |
| 1 | SABS Approved Ladder (2m) |
| 1 | Industrial carper washer (permanently on site) |
| 1 | Industrial wet and dry vacuum |
| 1 | Extension cord per floor |

Sufficient and separate gloves for each area should be provided for the cleaning of the bathrooms (green) and kitchens (yellow) general areas (green). These gloves should be replaced monthly.

We require proper cleaning cloth for various areas in colour codes as follows:

- Red for bathroom purposes;
- Yellow for the workstations and equipment amongst other telephone equipment and computers; and
- Blue or green for the kitchens

(b) 40 Church Square, Pretoria

| Floors | Kitchens | Female | | Male | | Disabled | |
|--------|----------|---------|----|---------|----|----------|---|
| 6 | 9 | Toilets | 24 | Toilets | 13 | Toilets | 3 |
| | | Basins | 20 | Basins | 16 | | |
| | | | | Urinals | 14 | Basins | 3 |

CLEANERS NEEDED – 40 CHURCH SQUARE BUILDING

The following number of cleaners is needed:

| | |
|-----------|--|
| 1 | Full-time Supervisor |
| 10 | General Cleaners |
| 2 | Cleaner (Bathrooms) |
| 3 | Cleaner (Balconies, Courtyard and Parking bays & entrance paved areas) |
| 8 | Refreshment Coordinators |
| 24 | Total number of cleaners required |

EQUIPMENT – 40 CHURCH SQUARE BUILDING

All equipment needs to be of an acceptable quality standard. An acceptable quality standard would be equipment of a brand name that is recognised within the facilities management industry as being durable in construction, reliable in service and SABS approved. National Treasury will inspect the condition of the following cleaning equipment that is needed (before the contract starts):

| | |
|----|--|
| 7 | Vacuum cleaners |
| 3 | Hard brooms |
| 11 | Soft brooms |
| 14 | Mops |
| 18 | Buckets |
| 1 | High pressure water washer and hose pipes |
| 1 | Industrial strength steam cleaner (similar or equal to the gemini) |
| 1 | Industrial polisher |
| 1 | Buffer scaffolding for windows |
| 1 | Sabs approved ladder (10m) |
| 2 | Sabs approved ladders (1m) |
| 10 | Scrubbing brushes |
| 40 | Toilet brushes |
| 18 | Dust pans set |
| 1 | Carpet shampoo machine |
| 1 | Stripping machine |

(c) 3rd Floor Parliament, 120 Plein Street, Cape Town

| Floors | Kitchens | Female | | Male | | Disabled | |
|---------------------------|----------|---------|---|---------|---|----------|---|
| 1 (3 rd Floor) | 2 | Toilets | 4 | Toilets | 2 | Toilets | 3 |
| | | Basins | 2 | Basins | 2 | | |
| | | | | Urinals | 2 | Basins | 3 |

EQUIPMENT – 120 Plein Street, Cape Town

The site only has hygiene services requirement, which will be the installation of equipment and provision of consumables.

1.4.2 Services List – Bill of Quantities (Rental equipment installations)

SITE: 240 MADIBA BUILDING & 40 CHURCH SQUARE

| ITEM | ITEM DESCRIPTION | QUANTITY | REMARKS |
|--|----------------------------------|------------------|------------------------------------|
| 1 | Sensory hand towel dispenser | 96 | Installed, serviced and maintained |
| 2 | Wall bin with liners | 95 | Installed, serviced and maintained |
| 3 | She bin with perfume bags liners | 74 | Installed, serviced and maintained |
| 4 | Auto sanitizer dispenser | 182 | Installed, serviced and maintained |
| 5 | Air freshener dispenser | 71 | Installed, serviced and maintained |
| 6 | Foam soap dispenser | 65 | Installed, serviced and maintained |
| 7 | Toilet roll holder (tr3) | 127 | Installed, serviced and maintained |
| 8 | Foam seat sanitizer dispenser | 127 | Installed, serviced and maintained |
| 9 | Auto flush dispenser | 56 | Installed, serviced and maintained |
| 10 | Hand sanitizer | 1(Sick Room/Bay) | Installed, serviced and maintained |
| SITE: OFFICE OF THE MINISTRY 40 CHURCH SQUARE | | | |
| 11 | Toilet roll holder silver | 2 | Installed, serviced and maintained |
| 12 | Wall bin small silver | 2 | Installed, serviced and maintained |
| 13 | Auto sanitizer dispenser silver | 1 | Installed, serviced and maintained |
| 14 | Air freshener dispenser silver | 2 | Installed, serviced and maintained |
| 15 | Liquid soap dispenser silver | 2 | Installed, serviced and maintained |

| | | | |
|----|--------------------------------------|---|------------------------------------|
| 16 | Foam seat sanitizer dispenser silver | 2 | Installed, serviced and maintained |
| 17 | Mystique paper cabinet silver | 2 | Installed, serviced and maintained |

SITE: CAPE TOWN OFFICES

| | | | |
|----|--------------------------------|---|------------------------------------|
| 18 | She bin sateen | 4 | Installed, serviced and maintained |
| 19 | Air freshener dispenser sateen | 3 | Installed, serviced and maintained |
| 20 | Toilet roll holder sateen | 4 | Installed, serviced and maintained |
| 21 | Seat spray dispenser sateen | 6 | Installed, serviced and maintained |
| 22 | Auto janitor dispenser sateen | 6 | Installed, serviced and maintained |
| 23 | Foam soap dispenser sateen | 6 | Installed, serviced and maintained |
| 24 | Wall bin sateen | 5 | Installed, serviced and maintained |
| 25 | Cormatic cabinet sateen | 5 | Installed, serviced and maintained |
| 26 | Condom dispenser | 2 | Installed, serviced and maintained |

1.4.3. Services List – Bill of Quantities (Consumables)

SITE: 40 CHURCH SQUARE

| ITEM | ITEM DESCRIPTION | QUANTITY | FREQUENCY |
|------|--------------------------------------|----------|-----------|
| 1 | Paper towel mystique roll | 10 | Monthly |
| 2 | Toilet paper 1 ply 48 rolls per pack | 35 X 48 | Monthly |
| 3 | Toilet paper 2 ply 48 rolls per pack | 2 X 48 | Monthly |
| 4 | Air freshener | 33 | Monthly |
| 5 | Autosanitiser purinel | 52 | Monthly |
| 6 | Paper towel 1 ply 6 rolls per pack | 20 X 6 | Monthly |
| 7 | Foam soap | 33 | Monthly |
| 8 | Urinal fresh screen | 2 | Monthly |
| 9 | She bins | 24 | Bi-weekly |
| 10 | Seat sanitiser | 39 | Monthly |

SITE: 240 MADIBA BUILDING

| | | | |
|---|--------------------------------------|----------|---------|
| 1 | Toilet paper 1 ply 48 rolls per pack | 120 X 48 | Monthly |
| 2 | Air freshener | 42 | Monthly |
| 3 | Autosanitiser purinel | 132 | Monthly |
| 4 | Paper towel 1 ply 6 rolls per pack | 55 X 6 | Monthly |

| | | | |
|------------------------|--------------------------------------|----|----------------------------|
| 5 | Foam soap | 46 | Monthly |
| 6 | She bins | 44 | Bi-weekly |
| 7 | Seat sanitiser | 90 | Monthly |
| 8 | Urinal fresh screen | 42 | Monthly |
| SITE: CAPE TOWN | | | |
| 1 | Toilet paper 2 ply 48 rolls per pack | 48 | Quarterly – every 3 months |
| 2 | Air freshener | 3 | Monthly |
| 3 | Autosanitiser purinel | 6 | Monthly |
| 4 | Paper towel 2 ply 6 rolls | 1 | As and when required |
| 5 | Foam soap | 5 | As and when required |
| 6 | Seat sanitiser | 5 | As and when required |
| 7 | Toilet paper 2 ply 48 rolls per pack | 48 | As and when required |
| 8 | She bins | 3 | Weekly |

1.4.4. Services List – Bill of Quantities (Curtains)

| Area | m ² | Frequency |
|---|----------------|-----------|
| DG's Office | 21.28 | Biannual |
| DG's Reception | 47.84 | Biannual |
| Second Boardroom | 31.92 | Biannual |
| Budget Council | 732.6 | Biannual |
| Minister & Deputy Minister | 54.43 | Biannual |
| 240 Madiba Street 1 st Floor Conference Centre | 46.81 | Biannual |

1.4.5. Services List – Bill of Quantities (Windows)

| SITE | ITEM DESCRIPTION | QUANTITY | REMARKS |
|----------------------------|--|--------------------|---|
| 240 MADIBA BUILDING | Each floor has 175m ² of glass window | 5400m ² | Inside wash quarterly |
| 40 CHURCH SQUARE | Each floor has 175m ² of glass window | 875m ² | Inside wash quarterly & outside biannually |

1.4.6. Services List – Bill of Quantities (Establishment/Overheads)

| | |
|--|-----------|
| Total number of cleaners required | 85 |
|--|-----------|

DEEP CLEANING AND HYGIENE SERVICE - PER UNITS IN THE BATHROOMS & KITCHENS

240 Madiba Street, Pretoria

| Floors | Kitchens | Female | | Male | | Disabled | |
|--------|----------|---------|----|---------|----|----------|---|
| 30 | 31 | Toilets | 44 | Toilets | 41 | Toilets | 3 |
| | | Basins | 31 | Basins | 28 | | |
| | | | | Urinals | 43 | Basins | 3 |

40 Church Square, Pretoria

| Floors | Kitchens | Female | | Male | | Disabled | |
|--------|----------|---------|----|---------|----|----------|---|
| 6 | 9 | Toilets | 24 | Toilets | 13 | Toilets | 3 |
| | | Basins | 20 | Basins | 16 | | |
| | | | | Urinals | 14 | Basins | 3 |

(a) Cleaning Services

| Area | Service Specification |
|---|---|
| Contents of each room All surfaces and partition All artwork and frames Wooden panels and partitions | a) Unless otherwise stated, the under-mentioned should be dusted every day with a soft cloth or a duster, which is recommended specifically for this purpose, and should be cleaned daily; and b) Archives and stock items in storerooms should be dusted on request, or at least once a week. |
| AREA OUTSIDE THE BUILDING – RECEPTION/ COURTYARD | a) These areas must be swept and washed on a daily basis to remove dust and leaves; and b) Paving is to be hosed with high pressure water hose nozzle with clean water and scrubbed weekly as well as the taking out of weeds. |
| CURTAINS | a) Curtains situated on the first floor at 240 Madiba Street and on the ground and second floor on 40 Church Street should be removed and washed once a year; and b) Voile should be washed as and when instructed throughout the year. |
| DOORS | a) Remove all dirty spots on wooden and aluminium doors – daily. b) Polish door knobs with an approved metal polish where applicable – weekly c) Wash all glass doors (inside and outside) with a degreasing agent and equipment that will not scratch the surface, as required – weekly or on request. |
| GLASS PARTITIONING | Wash all full-height and low-level glass partitioning – weekly. |
| ELEVATORS | Clean all elevators inside and outside with degreasing agent using a cloth that will not scratch the surface – daily. |

| | |
|--|--|
| FURNITURE | <ul style="list-style-type: none"> a) Polish wooden furniture everywhere with an approved polish. Such polish should not be greasy, should not be greasy, and should not come off on anything it comes into contact with after it has been polished – weekly; b) Do not polish any laminated furniture; c) Remove all dirty spots from glass tops, desks and other furniture such as, bookcases, empty shelves in a proper way – daily; d) Damp-Wash wash arts of furniture covered in leather or imitation leather – daily; e) Treat upholstered or leather covered parts of furniture with an approved agent – monthly; f) Vacuum those parts of furniture covered with fabric – weekly; g) Wipe telephones with a damp cloth using a suitable diluted disinfectant – daily; h) Antique furniture to be polished with wood oil weekly; i) All upholstery furniture e.g. chairs; couches must be shampooed and washed twice a year with approved SABS products; and j) Modesty panels need to be steam cleaned twice a year with an industrial steam cleaner. |
| STAIRS AND BALUSTRADES | <ul style="list-style-type: none"> a) Wipe banisters with a damp cloth – daily; b) Use polish on wooden banisters that will not scratch the surface, as required – monthly; c) Clean all visible pipes – daily; d) Balustrades to be polished weekly with SABS approved metal polish; and e) Emergency staircases must be cleaned and kept free of obstructions on a weekly basis. |
| FLOORS | <ul style="list-style-type: none"> a) Clean all floors in order to maintain a high gloss – daily; b) Should entry to offices or high traffic make it difficult to treat floors, it should be done after office hours; and c) Wash floors with an appropriate disinfectant – daily. |
| VINYL: VINYL LINOLEUM, ASPHALT, RUBBER AND SIMILAR COATINGS | <ul style="list-style-type: none"> a) The relevant surface should be properly cleaned and where necessary old polish should be removed with an appropriate agent; and b) If a polish-remover is used, the floor should be rinsed with clean water and dried properly. |
| WOODEN FLOORS & PARQUET | <p>(Only at 40 church Square Building)</p> <ul style="list-style-type: none"> a) Sweep and remove all dirty marks – daily; b) Polish with an SABS approved non-slip polish, should be done after the floor has been wiped with a damp mop; and c) Various areas: <ul style="list-style-type: none"> • High Traffic e.g. passages ways – apply polishing agent and polish – weekly; • Offices – apply polishing agent and polish – weekly; and • As soon a slight layer of old polish has built up, it should be scrubbed off and a new coat re-applied. This must be negotiated first with the Directorate: Facilities Management. |
| CARPETS (wall-to-wall and loose) | <ul style="list-style-type: none"> a) Vacuum all carpets – weekly; b) Thorough vacuuming as follows: c) High Traffic, e.g. passages ways – daily Offices and Conference Facilities – daily; d) Clean spots or stains immediately on a daily basis. Guard against the use of cleaning agents that could damage or |

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| | <p>discolour the carpets;</p> <p>e) The carpets should then be washed with an appropriate and SABS approved carpet washing machine. When carpets are washed, dirty marks or stains should be removed after which the carpet should be thoroughly vacuumed. It should be ensured at all times that the carpets do not become excessively wet. All water should be removed until the carpets are damp only. Occupants should be requested not to walk on the damp carpets, if possible. Washing of carpets will be done twice a year (or when requested), after office hours; and</p> <p>f) Carpet must be washed once a month after-hours in the following areas:</p> <p>240 Madiba Street</p> <ul style="list-style-type: none"> • 1st Floor; and • Ground Floor <p>40 Church Square</p> <ul style="list-style-type: none"> • Banking Hall; • Budget Council; and • Meeting Rooms and the Reception Areas and second floor. |
| OUTDOOR CONCRETE SURFACES AND PAVING | <p>a) Balconies, passage ways, footways and water canals should be swept with appropriate brooms and dirty spots removed – daily;</p> <p>b) Pick up all rubbish on paving – daily;</p> <p>c) Sweep paving with a hard broom – daily;</p> <p>d) Walkways should be washed and scrubbed with soap and water – weekly; and</p> <p>e) Sanitize floors as and when necessary.</p> |
| PARKING AREAS, GARAGES, AND LOADING ZONES | <p>a) Clear all conspicuous rubbish – daily;</p> <p>b) Remove oil, petrol and brake fluid stains with an appropriate approved cleaning agent – weekly;</p> <p>c) Sweep parking area daily;</p> <p>d) De-weed parking areas; and</p> <p>e) Wash parking area as and when required with industrial floor scrubber, after-hours or weekend at whatever period agreed on.</p> |
| STORE ROOM: | <p>STORE ROOM:</p> <p>a) Storerooms must be cleaned on a weekly basis; and</p> <p>b) The following store rooms based at 240 Madiba Street must be cleaned:</p> <ul style="list-style-type: none"> • Previous Saltzburg restaurant; and • P1 Store rooms. |
| RUBBISH REMOVAL | <p>a) Empty all waste bins in office, kitchen, bathrooms and general areas in the morning and afternoon – daily;</p> <p>b) All rubbish bins should be washed with an approved disinfectant;</p> <p>c) Sufficient rubbish bags need to be provided daily by the service provider to outline the bins in the kitchens, bathrooms or where necessary;</p> <p>d) All rubbish bags will be removed from the containers with the rubbish intact and the containers will be outlined with new bags daily;</p> <p>e) Empty and wash all large bins outside conference rooms – three times a day;</p> |

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| | <ul style="list-style-type: none"> f) The contents of waste bins and other office rubbish should be removed; g) neatly in bags and deposited to the collecting points of rubbish bins provided for this purpose; h) Rubbish bags may not be dragged across floors or carpet tiles as the floors may be damaged; i) The service provider will be responsible for sorting waste paper for rendering to waste paper dealers. The manner of disposal should be indicated – and be done on a daily basis; j) Leaves, paper and other debris falling on or blowing onto the premises should be collected and placed in plastic bags to be provided by the service provider, and put in an appropriate place on the premises; and k) Additional black bags for all shredding machines for 240 Madiba Street & 40 Church Square must be provided by the service provider. |
| KITCHENS | <ul style="list-style-type: none"> a) Kitchen floors to be washed – daily; b) Counters top to be washed – daily; c) Cupboards to be cleaned and washed inside weekly to avoid infestation; and d) Fridges to be defrosted and cleaned – once a month or as and when required. |
| BATHROOMS | <ul style="list-style-type: none"> a) Bathroom floors to be washed – daily; b) Counters tops to be washed – daily; c) Toilet pans, covers, urinals, basins, towel rails and taps are to be cleaned with an sabs approved disinfectant – twice a day; d) An SABS approved chemical should be put into toilet pans to prevent deposits forming – weekly; e) All mirrors should be cleaned and polished with SABS approved chemicals – daily; f) Approved agents should be put in basins and urinals to prevent clogging – weekly; g) Glazed and enamel surfaces should be washed with an approved liquid agent, no abrasives or scouring materials may be used; and h) Toilet papers to be replenished three (3) times a day (or as per need) regularly during the day. |
| BRASS ITEMS | <ul style="list-style-type: none"> a) Should be cleaned – daily; b) Should be polished with Brasso or another similar SABS approved chemical and equipment that will not scratch the surface, as required – weekly or on request; and c) High rise brass items cleaned monthly. |
| | <p>The following tasks will be expected from the Refreshment Coordinators:</p> <ul style="list-style-type: none"> a) Wash all crockery and maintain proper stock control on a daily basis; b) Manage catering requirements for clients; c) Manage (supply & control) all groceries stock on a weekly basis; d) Maintain a clean and healthy catering environment; e) Ensure a hygienic regime for all catering equipment and suppliers; and f) Glasses and water bottles must be cleaned and replenished daily. Sterilise water bottles and jugs weekly. |
| CLEANING TIME | The servicing times will occur daily during normal office hours (07H00 – 16H00) except where changes are specifically requested by |

| | |
|---|--|
| | National Treasury. |
| WINDOWS | <p>a) Windows must be washed inside at 240 Madiba Street quarterly or as and when required. Windows at 40 Church Square must be cleaned inside (quarterly) and outside (Biannually);</p> <p>b) The service provider must provide own safety harness when cleaning outside windows; and</p> <p>c) Scaffolding for 40 Church Square must be on-site for the cleaning of windows.</p> |
| SECURITY | <p>a) All contractors' employees placed on-site must undergo security screening and therefore provide copies of identity documents (ID); and</p> <p>b) All contractors' employees on-site must adhere to all applicable National Treasury regulations (e.g. Security, Building Regulations, etc.)</p> |
| FIRE EXTINGUISHERS | The service provider and his employees shall under no circumstances make use of fire hose reels or other fire extinguishers on-site in the activities not attached to the rendering of the services. |
| WARNING SIGNS | Legible warning notices or signs shall be exhibited as needed where the rendering of the cleaning services may cause injuries to any person(s). |
| INFLAMMABLE, POISONOUS SUBSTANCES | The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the National Treasury for the rendering of the services or any other purposes. |
| DAMAGE COMPENSATION | The service provider will be held responsible for any damage or thefts that may be caused, to the premises or contents, by him/her or his/her employees or due to their negligence, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the service provider. |
| COMPLIANCE WITH ACTS AND REGULATIONS | The service provider must comply with all the Acts and Regulations applicable to cleaning services. |
| TRAINING | <ul style="list-style-type: none"> • The cleaning and hygiene services staff shall be trained by the service provider in every aspect relating to the handling of all equipment that they use with regards to this contract; and • The employer will be held responsible for any damages or injuries arising from any misuse any damages or injuries arising from any negligent use of such equipment by one of their "on-site" staff members. |
| ABSENTEEISM | Should a staff member not be present at work, a replacement by a security screened employee is required by 10H00 of that day. A service provider should maintain a pool of approved temporary staff. |

2 Service Level Specification and Penalties

- All services contemplated herein shall only be applied to the areas as reflected in the above Site List.
- National Treasury Facilities Management shall provide the contractor with a minimum of 2 working days advanced warning on any related service changes requested.
- All critical server rooms shall receive priority service which shall be agreed upon by National Treasury and the contractor on the listed areas.
- All service changes on any of the listed site or areas that will require more than the stipulated/agreed time to resolve will be treated as Project.

- Performance Measurement process will be incorporated into the Service Level Agreement to be signed after the successful bidder has been appointed.

| 2.1 Service Levels | | | |
|---|--|-----------------------|---------------|
| Service Element | Performance Standards | Priority Level | Target |
| Provide a comprehensive Hygiene and Cleaning services, complying with all the relevant legislative requirements as well as all relevant National Treasury policies, that the buildings are kept occupationally safe, healthy and befit a conducive working environment. | No failure to comply with legislation and National Treasury policies with regard to providing a comprehensive service. | 2 | 100% |
| Adhere and review if necessary the schedule and operational methodology for the service that will be operated in line with industrial best practice. | No failure to provide schedule and methodology | 3 | 100% |
| Manage the waste disposal services for all waste to be in compliance with legislative requirements. | No failure to provide a waste disposal service for ablutions. | 1 | 100% |
| Place on site a management file containing amongst others, company details and other requirements in accordance with OHSWA regulations. | No failure to provide a detailed site management file. | 3 | 100% |
| Provide a comprehensive Hygiene and Cleaning programme. | No failure to provide a comprehensive Hygiene and Cleaning programme. | 2 | 100% |
| Provide a rapid response to spillages and mechanisms of dealing with "body fluids" in any given situation. | No failure to provide rapid and comprehensive service to situations that includes and not limited to spillages and clearing of human body fluids within an hour of notification. | 2 | 100% |
| Manage all aspects of the provision of hygiene services and provide a constant supply of consumables within the toilet facilities. | No failure to replenish consumables within the toilet facilities in manner and frequency which ensures the availability of consumables at the point of use at all times. | 1 | 100% |
| Manage the waste disposal to be in compliance with legislative requirements | No failure to provide a waste disposal services | 1 | 100% |
| Use only environmentally friendly chemicals that have no secondary effect on the environment. | No failure to use only environmentally friendly chemicals. | 3 | 100% |

| 2.2 Penalties | |
|----------------------|---|
| Service Level | Consequence |
| 95% to 100% | None (service levels met) |
| 90% to 94.9% | None (service below par, subject to monthly review) |

| | |
|--------------|---|
| 80% to 89.9% | 1% total invoice reduction |
| 70% to 79.9% | 5% total invoice reduction |
| 60% to 69.9% | 20% total invoice reduction |
| 50% to 59.9% | 50% total reduction |
| <50% | 100% total invoice reduction and breach of contract |

| 2.3 Priority Definitions | |
|---------------------------------|---|
| 1 | Matters giving rise to an immediate health and safety or security risk |
| 2 | Matters that prevent or severely inhibit the client from conducting normal operations |
| 3 | Matters that have a detrimental effect to the beneficial occupation of the facilities |
| 4 | Matters that relate only to the on-going provision of an acceptable standard or accommodation |
| 5 | Minor matters of a routine nature |

3. Detailed requirements

| ITEM NO | DESCRIPTION | YES | NO | REMARKS |
|---------|---|-----|----|---------|
| 3.1 | Supervision of Emergency Assistance | | | |
| | <ul style="list-style-type: none"> The bidder must have a well-established and equipped twenty-four (24) hour contact service for emergency requirements; and The bidder must furnish details of equipment, etc. <p>NB: The National Treasury holds the right to inspect such equipment at any point during the contract.</p> | | | |
| | The bidder must have a Site Manager who will be reachable on a twenty-four (24) hours basis. | | | |
| 3.2 | Minimum wages | | | |
| | It is expected that the bidder shall pay his/her employees at least the minimum monthly basic wage, as prescribed by the Labour Relations Act, 1995 (Act No.66 of 1995).The wages must be in line with the promulgation by the Minister of Labour. | | | |
| 3.3 | Assumption of duty | | | |
| | Bidders shall be expected to assume duty within four (4) weeks after acceptance of the tender. | | | |
| 3.4 | Price escalation fees | | | |
| | Escalation fees will be affected on every anniversary and in accordance with the CPI rate. | | | |
| 3.5 | Provision of personnel in emergency situations | | | |
| | Bidders must undertake to provide a reasonable number of personnel required for the rendering of service at the site during emergency situations. | | | |
| 3.6 | Comprehensive hygiene and cleaning services | | | |
| | <p>a) The quality of the service to be rendered must be in accordance with the acceptable standard of the trade concerned; and</p> <p>b) It is the responsibility of the contractor to ensure that personnel in his/her service and especially those deployed at the National Treasury meet the requirements at all times.</p> <p>c) All possible steps shall be taken by the contractor to ensure that the contract, intended execution of this agreement will take place. These steps include, inter alia, the following:</p> <ul style="list-style-type: none"> The protection of state officials from injury, death or any other offences, including offences referred to in all Schedules of the Criminal Procedure Act, 1977 (Act 51 of 1977); The protection of state property at the intended sites and the protection of said property against damage, vandalism, or theft; The protection of Information; and Ensure that there is no interruption of the National Treasury business process. | | | |
| 3.7 | Service personnel | | | |
| | <p>a) The National Treasury holds the right to screen and interview the Cleaning and Hygiene Services Personnel supplied to render the service within seven (7) days after commencement of the service and verbally request an immediate replacement should the personnel not meet the criteria or perform to the accepted standard; and</p> <p>b) The bidder must submit a recent South African Police Service</p> | | | |

| | | | | |
|-------------|--|--|--|--|
| | Criminal Record Centre record clearance certificate (at his/her own expense) to the National Treasury Security Manager, in respect of all personnel he/she supplies to render the service, within fourteen (14) days after commencement of the service | | | |
| 3.8 | Security screening, Oath of secrecy and Vetting | | | |
| | <ul style="list-style-type: none"> a) Directors of the company shall be subjected to a security vetting upon commencement of the contract; b) All the personnel, general personnel and management involved with the National Treasury shall at the commencement of this contract be security screened by the National Intelligence Agency. The screening is valid for 12 months and shall be renewed on an annual basis; c) All personnel of the company including directors shall sign a "Declaration of Secrecy" upon commencement of the contract; d) The Site Manager, Supervisors and Cleaning and Hygiene Services Personnel must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment to the National Treasury or the state in general; e) Site Manager, Supervisor and Cleaning and Hygiene Services Personnel are prohibited from reading documents or records in offices or handling thereof; and f) No information concerning the state's activities may be furnished to the public or media by the contractor or any of his/her employees. | | | |
| 3.9 | General requirements for cleaning and hygiene personnel | | | |
| | <p>The following general requirements apply:</p> <ul style="list-style-type: none"> a) At all times Cleaning and Hygiene Services Personnel must present an acceptable image and appearance which includes amongst others, grooming and other requirements; and b) The Site Manager, Supervisors and Cleaning and Hygiene Services Personnel must at all times present a dedicated attitude. | | | |
| 3.10 | Uniform, identification and documents | | | |
| | <ul style="list-style-type: none"> a) The contractor shall ensure that, at the commencement of the contract, all Cleaning and Hygiene Services Personnel are & deployed in complete uniform. The uniform for the Cleaning and Hygiene Services Personnel shall be according to industry standard. Non-compliant personnel will be denied access to National Treasury premises b) Bidders must keep proper site files as well as appropriate documents of all personnel, who are employed for rendering the service to the National Treasury. These documents must be available for inspection by representatives of the National Treasury. c) The appropriate documents shall include, inter alia, the following: academic qualifications, training certificates, and medical certificates. | | | |
| 3.11 | Contact with Departmental Representative | | | |
| | The contractors shall furnish a monthly and quarterly report of the cleaning services, problems, etc. which transpired in the previous month to the National Treasury's Facilities Manager. | | | |

| | | | | |
|------|--|--|--|--|
| 3.12 | Inspections a) A thorough inspection of the service shall be performed by Departmental officials as well as the contractor every three (3) months or as and when required by National Treasury; b) The Department retains the right to inspect the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification; and c) The Department retains the right to require from the contractor, that any of his/her employees be replaced, should justifiable reasons exist, in which case the employee must leave the site forthwith. The Department will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses. | | | |
| 3.13 | General | | | |
| | a) The contractor' personnel must at all times refrain from littering and keep the grounds/building/work area occupied by them clean, hygienic and neat; b) Under no circumstances will any Service personnel be allowed to trade on the premises; c) The contractor shall not erect or display any sign, printed matter, painting, name plates, advertisement and article or object of any nature whatsoever, in or to the Department's buildings or sites or any part thereof without written consent. The contractor shall not publicly display at any site any article or object which might be regarded as objectionable or undesirable; and d) Any sign, printed matter, painting, name plates, advertisements, article or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The contractor shall be held responsible for the costs of such removal. | | | |
| 3.14 | Additional requirements | | | |
| | The contract is for a period of three (3) years subject to annual reviews and the National Treasury reserves the right to terminate the contract at any state with one (1) month's written notice if National Treasury feels that the services are rendered unsatisfactorily. This will be done in line with National Treasury Regulations. | | | |



Special Conditions of Contract

NT020-1- 2017

APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE HYGIENE AND CLEANING SERVICES FOR THE NATIONAL TREASURY BUILDINGS (240 MADIBA STREET, 40 CHURCH SQUARE IN PRETORIA CBD AND 3RD FLOOR PARLIAMENT OFFICES AT 120 PLEIN STREET IN CAPE TOWN) FOR A PERIOD OF THREE (3) YEARS.

CLOSING DATE: 20 July 2018 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS

S U P P L Y C H A I N M A N A G E M E N T

A LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

1. EVALUATION PROCESS AND CRITERIA

1.1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

1.1.1 Phase I: Initial screening process

In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- a) Business registration, including details of directorship and membership;
- b) Bank Account holder information;
- c) In the service of the State status;
- d) Tax compliance status;
- e) Identity number;
- f) Tender default and restriction status; and
- g) Any additional and supplementary verification information communicated by National Treasury.

1.1.3 Phase II: Functionality evaluation as per attached Terms of Reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

- c) Bidders will not rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- d) The panel members will individually evaluate the responses received against the following criteria as set out below:

Evaluation Criteria:

| Qualifications: First evaluation: Functionality | Weights | Scoring Criteria |
|--|----------------|--|
| a) Years of experience (minimum of 5 years) for relevant service i.e. cleaning services and hygiene services. | 30% | 5 = > 10 years 4 = 6-10 years 3 = 5 years 2 = 3-4 years 1 = 1-2 year |
| b) Minimum of three (3) contactable references for similar service provided and the duration of the services offered | 20% | 5 = 6 and more contactable references 4 = four to five contactable references 3 = 3 contactable references 2 = one and two contactable references 1 = non-submission of references |
| c) Provision of a detail plan for execution of work, scheduling and utilisation of staff. | 30% | 5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor |
| d) Detailed contingency plans in respect of: 1) Staffing • In the event of disputes, strikes, etc. 2) Supply of consumables and materials • Indicate stock management system | 20% | 5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor and |
| Total | 100% | |
| Minimum threshold (failure to meet this threshold your bid will not be evaluated further) | 65% | |
| 4.2 Second evaluation: Site inspection for the shortlisted bidders | | |

| | | |
|---|-------------|--|
| a) Infrastructure: <ul style="list-style-type: none"> • Verify the business premises, (lease agreements or title deeds • Vehicles and equipment's | 40% | 5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor and not provided |
| b) Detailed information must be provided by the: <ul style="list-style-type: none"> • Human resource department dealing with employee records; • Finance department handling finance processes like salaries, etc.; and • Skills training and development undertaken in this sector. | 30% | 5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor and not provided |
| c) Service Provider's system processes: <ul style="list-style-type: none"> • Installation programme of hygiene equipment's; • Monthly maintenance programme; and • Cleaning and Hygiene schedule • Stock maintenance system • Schedule to manage Cape Town Offices | 30% | 5 = Excellent 4 = Very Good 3 = Good 2 = Average 1 = Poor and not provided |
| Total | 100% | |
| Threshold score | 70% | |

- e) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- f) Any proposal not meeting a minimum score of 70% functionality proposal will be disqualified and the financial proposal will remain unopened
- g) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- h) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.

1.1.4 Phase III: Price/Financial stage and B-BBEE

Price/ Financial proposals must be submitted in South African Rand.
NT reserves the right to negotiate rates submitted by bidders.

2. EVALUATION CRITERIA

- a. In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum 80 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000 :

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated in paragraph 3.1.

- c. The State reserves the right to arrange contracts with more than one contractor.

2.1 POINTS

The Preferential Procurement Regulations 2017 were gazetted on 20 January 2017 (No. 40553) with effect from 1 April 2017. These regulations require bidders provide relevant proof of their B-BBEE Status Level, the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

| B-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-complaint contributor | 0 |

Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers.

- d. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- e. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- f. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- g. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.
- h. Points scored will be rounded off to the nearest 2 decimals.
- i. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- j. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

k. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

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.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

I. Sub-contracting pre and post award

Bidders/ tenderers who want to claim Preference points will have to fully comply with regulation 5 and 12(3) of the Preferential Procurement Regulations 2017 with regard to sub-contracting which states that:

“(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has capability to execute the subcontract.

12 (3) A person awarded a contract may not subcontract 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 of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

3. MANDATORY REQUIREMENTS

3.1 Proof of Registration summary report from Central Supplier Database

3.2 The bidder must be at least within the 200km radius from National Treasury buildings.

FAILURE TO ADHERE TO THE CONDITION MAY LEAD TO THE BID BEING INVALIDATED.

4. TAX COMPLIANCE STATUS

Bids received with a non-compliant tax status may be disqualified with failure to update the Tax status with 7 days.

5. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax where applicable.

6. CLIENT BASE

6.1 Bidders must have specific experience and submit at least three (3) recent (in a form of written proof (s) on their company's letterhead including relevant person (s), telephone, fax numbers and e-mails) of similar work undertaken.

6.2 National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

7. LEGAL IMPLICATIONS

Successful service providers will enter into a service level agreement with National Treasury

8. COMMUNICATION

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

9. LATE BIDS

Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted for consideration and where applicable, be returned unopened to the bidder.

10. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

11. PROHIBITION OF RESTRICTIVE PRACTICES

a. In terms of section 4(1) 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:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

12. FRONTING

- a. The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

13. PRESENTATION

National Treasury may require presentations/interviews from short-listed bidders as part of the bid process

13.1 NON-COMPULSORY BRIEFING SESSION:

Date: 13 July 2018

Time: 11:00 am – 12:00 am

Venue: Department of National Treasury
240 Madiba Street, Pretoria, 0001
1st Floor Supply Chain Management, Room 101

14. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will enter into formal contract with the National Treasury.

15. PACKAGING OF BID

The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

15.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: NT020-1-2017

Description: NT020-2017: APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE HYGIENE AND CLEANING SERVICES FOR THE NATIONAL TREASURY BUILDINGS (240 MADIBA STREET, 40 CHURCH SQUARE IN PRETORIA CBD AND 3RD FLOOR PARLIAMENT OFFICES AT 120 PLEIN STREET IN CAPE TOWN) FOR A PERIOD OF THREE (3) YEARS

Bid closing date and time: 20 July 2018 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

15.2 PRICE/ FINANCIAL PROPOSAL

Bid No: NT020-1-2017

Description: APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE HYGIENE AND CLEANING SERVICES FOR THE NATIONAL TREASURY BUILDINGS (240 MADIBA STREET, 40 CHURCH SQUARE IN PRETORIA CBD AND 3RD FLOOR PARLIAMENT OFFICES AT 120 PLEIN STREET IN CAPE TOWN) FOR A PERIOD OF THREE (3) YEARS.

Bid closing date and time: 20 July 2018 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

The Technical Proposal envelope must contain one original hard copy document, clearly marked "Original", and four (4) hardcopies, clearly marked "Copy".

16 CONTACT DETAILS

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General enquiries: Isaac Mthombeni / Sithembile Skosana

E-mail : isaac.mthombeni@treasury.gov.za / Sithembile.Skosana@treasury.gov.za

For Technical enquiries:

Contact Person: George Matsane / Kwame Mzileni

E-mail: george.matsane@treasury.gov.za/ kwame.mzileni@treasury.gov.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: NT020-1-2017

CLOSING TIME 11:00 ON 20 July 2018

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

| ITEM NO | DESCRIPTION | BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX |
|---------|-------------|--|
|---------|-------------|--|

APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE HYGIENE AND CLEANING SERVICES FOR THE NATIONAL TREASURY BUILDINGS (240 MADIBA STREET, 40 CHURCH SQUARE IN PRETORIA CBD AND 3RD FLOOR PARLIAMENT OFFICES AT 120 PLEIN STREET IN CAPE TOWN) FOR A PERIOD OF THREE (3) YEARS.

1. Services must be quoted in accordance with the attached terms of reference and the attached Annexure A

(A) Equipment installations and maintenance

| SECTION | DESCRIPTION | Monthly | Cost per Annum |
|---|--------------------------------|---------|----------------|
| 240 Madiba Building & 40 Church Square | Rental equipment installations | R | R |
| Office of The Ministry – 40 Church Square | Rental equipment installations | R | R |
| Cape Town Offices | Rental equipment installations | R | R |
| SUB TOTAL | | | R |

(B) Consumables

| SECTION | DESCRIPTION | Monthly | Cost per Annum |
|---|-----------------------|---------|----------------|
| 240 Madiba Building & 40 Church Square | Supply of consumables | R | R |
| Office of The Ministry – 40 Church Square | Supply of consumables | R | R |
| Cape Town Offices | Supply of consumables | R | R |
| SUB TOTAL | | | R |

(C) Curtain washing and upkeep

| SECTION | DESCRIPTION | Monthly | Cost per Annum |
|---------------------|--|---------|----------------|
| 240 Madiba Building | Conference Centre (46.81m ²) | R | R |
| 40 Church Square | DG/M office and boardrooms (888.07m ²) | R | R |
| SUB TOTAL | | | R |

(D) Window washing and upkeep

| SECTION | DESCRIPTION | Monthly | Cost per Annum |
|---------------------|--------------------|---------|----------------|
| 240 Madiba Building | 5400m ² | | |

| | | | |
|------------------|-------------------|---|---|
| | | R | R |
| 40 Church Square | 875m ² | | |
| | | R | R |
| SUB TOTAL | | | R |

(E) Cleaning services (equipment's, materials, etc.)

| SECTION | DESCRIPTION | Monthly | Cost per Annum |
|---------------------|---------------------|---------|----------------|
| 240 Madiba Building | 28820m ² | R | R |
| 40 Church Square | 5000m ² | R | R |
| SUB TOTAL | | | R |

(F) Overhead Costs

| SECTION | DESCRIPTION | Monthly | Cost per Annum |
|---------------------|------------------------------------|---------|----------------|
| 240 Madiba Building | Supply of work force (61 in total) | R | R |
| 40 Church Square | Supply of work force (24 in total) | R | R |
| SUB TOTAL | | | R |

SUMMARY OF COSTS:

| SECTION | DESCRIPTION | Cost per Annum | TOTAL for 3 years |
|--------------------|--|----------------|-------------------|
| (A) | Equipment installations and maintenance | R | R |
| (B) | Consumables | R | R |
| (C) | Curtain washing and upkeep | R | R |
| (D) | Window washing and upkeep | R | R |
| (E) | Cleaning Services – materials, equipment's, etc. | R | R |
| (F) | Overhead Costs – labour (workforce) | R | R |
| GRAND TOTAL | | R | R |

Total cost of the assignment (R inclusive VAT)

R.....

NB: Bidders are also advised to indicate a total cost breakdown for this assignment. (Annexure A)

The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

2. Period required for commencement with project after acceptance of bid _____
3. Are the rates quoted firm for the full period? Yes/No
4. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to –

Department: National Treasury

Contact Person: Isaac Mthombeni / Sithembile Skosana

E-mail address: Isaac.mthombeni@treasury.gov.za / Sithembile.Skosana@treasury.gov.za

Any enquiries regarding technical enquiries may be directed to –

Contact Person: George Matsane/ Kwame Mzileni

Contact Person: george.matsane@treasury.gov.za / kwame.mzileni@treasury.gov.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

SBD 4

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**

2.9.1 If so, furnish particulars.

.....

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

November 2011

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

| | |
|---------------------------|---|
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

| Designated Group: An EME or QSE which is at least 51% owned by: | EME √ | QSE √ |
|--|-----------------|-----------------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

- 8.2 VAT registration
number:.....
- 8.3 Company registration
number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
-
.....
.....
.....
.....
- 8.6 COMPANY CLASSIFICATION
- Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]
- 8.7 Total number of years the company/firm has been in
business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in
paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary
proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a
fraudulent basis or any of the conditions of contract have not been fulfilled, the
purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a
result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered
as a result of having to make less favourable arrangements due to

such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

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 | <p>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?</p> <p>(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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>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)?</p> <p>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.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | <p>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?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |

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

SBD 8

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

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) 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 SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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.

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

Js914w 2

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – Individuals:
Questionnaire A**

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

| | |
|--|--|
| Contractor/Supplier Name: | |
| | |
| Natural Persons: | |
| Surname: | |
| Initials: | |
| First two names: | |
| Title: | |
| ID number or passport number: | |
| Nationality: | |
| Income Tax reference number: | |
| Date of birth: | |
| If not a citizen of the RSA, furnish a certified copy of a work permit: | |
| Postal address and code: | |
| | |
| | |
| Residential address and code: | |
| | |
| | |
| Telephone numbers: | |
| Facsimile numbers: | |
| E-mail address: | |
| If in possession of a tax clearance certificate or exemption certificate (IRP30), furnish a certified copy thereof: | |
| Jurisdiction in which contractor is "ordinarily resident" i.e. place of permanent residence: | |

DEPARTMENT OF NATIONAL TREASURY

| |
|--|
| |
|--|

| Question | | Yes | No |
|---------------------------------|--|------------|-----------|
| 1. | Do you supply services on behalf of a Labour Broker? | | |
| 2. | Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: <ul style="list-style-type: none"> • The manner of duties performed; • The hours of work; • The quality of work. | | |
| 3. | Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period) | | |
| 4. | Will payment to you include any benefits? Including, but not limited to, the following: <ul style="list-style-type: none"> • Leave pay; • Medical aid; • Training; • Sick Leave. | | |
| 5. | Will, or have you be/been in the full time employment of the NT? | | |
| 6. | Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract? | | |
| 7. | Do you supply these, or similar, services only to the NT and not to any other client or the general public? | | |
| 8. | Will you be required to work more than 22 hours per week? | | |
| 8.1 | If "yes", will payment be made on an hourly, daily weekly or monthly basis? | | |
| 8.2.1 | Will you work solely for the NT? | | |
| 8.2.2 | Will you provide a written statement to this effect? | | |
| Non-Residents of the RSA | | | |
| 9. | Will you return to your jurisdiction of residence upon the termination of the contract? | | |
| 10. | Is the contract to exceed a period of three years? | | |
| 11. | Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time? | | |
| 12. | Is your employer resident in the Republic of South | | |

DEPARTMENT OF NATIONAL TREASURY

| Question | | Yes | No |
|-----------------|---|------------|-----------|
| | Africa or does a permanent establishment or branch represent the employer in the Republic? | | |
| 13. | If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch? | | |
| 14. | Will you be required to perform any work outside of the Republic? | | |
| 15. | Do you agree to submit copies of your passport should the NT, so require? | | |

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

| | | |
|-------------------------------------|------------------|------------------------|
| Representative's Full Names: | Capacity: | Contact number: |
| | | |
| Signature: | | Date: |
| | | |

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – All Service Providers
(excluding Individuals): Questionnaire B:**

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

| | |
|--|--|
| Contractor/Supplier Name: | |
| | |
| Corporate Contractors (including companies, close corporations and trusts): | |
| Registered name and furnish a certified copy of registration: | |
| Nature of legal entity: | |
| Trade name: | |
| Registration number: | |
| Date of incorporation: | |
| Jurisdiction of incorporation: | |
| Jurisdiction where effective management is performed: | |
| Income tax reference number: | |
| Employees' Tax reference number: | |
| Value Added Tax number and furnish a certified copy of VAT 103 Certificate: | |
| Postal address and code: | |
| | |
| | |
| Physical address and code: | |
| | |
| | |
| Telephone numbers: | |
| Facsimile numbers: | |
| E-mail address: | |
| | |

DEPARTMENT OF NATIONAL TREASURY

| Question | | Yes | No |
|-----------------|--|------------|-----------|
| 1. | Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract. | | |
| 2. | Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family) | | |
| 3. | Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged) | | |
| 4. | Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor? | | |
| 5. | Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training: | | |
| 6. | Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties? | | |
| 7. | In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof: | | |
| 8. | Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service? | | |
| 9. | Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals? | | |
| 10. | Will more than 80% of your income, during the year | | |

DEPARTMENT OF NATIONAL TREASURY

| Question | | Yes | No |
|-----------------|---|------------|-----------|
| | of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from any one client , or any associated institution, in relation to the client? | | |
| 11. | Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)] | | |
| 12. | Does your contract contain any clause that will enable you to receive payment, even if no work was done? | | |
| 13. | Have you ever been classified as a Labour Broker or personal services company (including Close Corporation and Trust) by SARS or any other client? | | |
| 14. | If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate: | | |

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

| | | |
|-------------------------------------|------------------|------------------------|
| Representative's Full Names: | Capacity: | Contact number: |
| | | |
| Signature: | | Date: |
| | | |

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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

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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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