



the gpaa

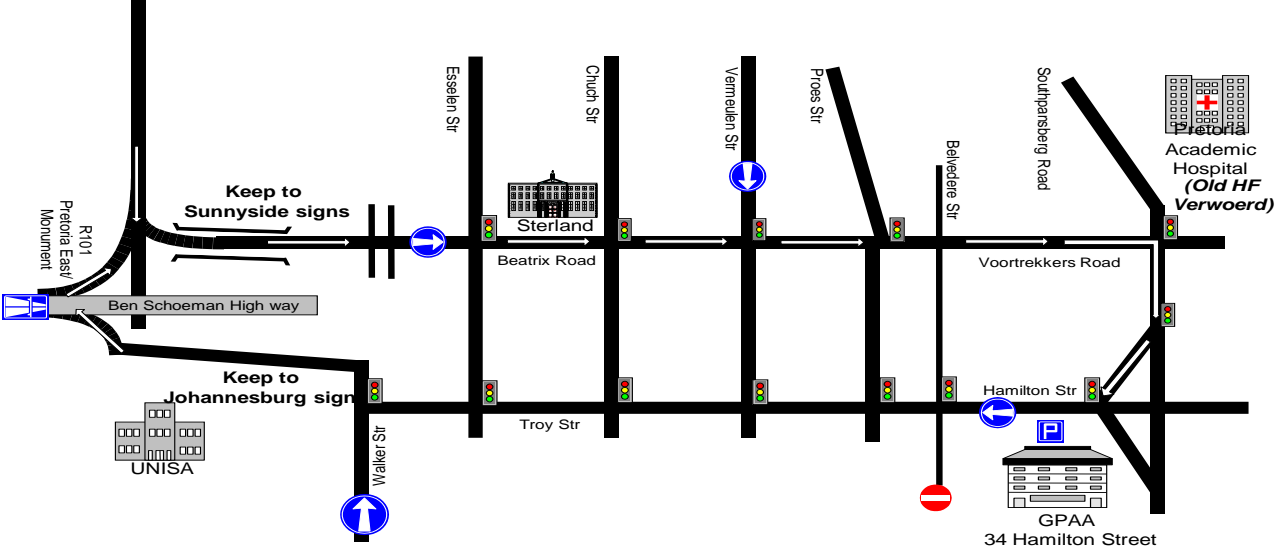
Department:  
Government Pensions Administration Agency  
REPUBLIC OF SOUTH AFRICA

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# **Government Pensions Administration Agency (GPAA)**

**Request for proposals (RFP) for provision of cleaning,  
hygiene and  
pest control services at Polokwane, Thohoyandou and  
Nelspruit Offices for a period of 60 months**

**Map to  
Chief Directorate : Pensions Administration  
(GPAA)  
34 Hamilton Street, Arcadia  
(012) 319-1000**



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**Physical address:**  
GPAA Offices  
34 Hamilton Street  
Arcadia  
Pretoria

## TERMS OF REFERENCE

### 1. OBJECTIVE

The GPAA intends to appoint an experienced service provider for the provision of cleaning services at the GPAA listed offices for a period of **60 months (5 years: 3 + 1 + 1)**. The GPAA prides itself in ensuring compliance with various legislations of the country. The appointed professional service provider will provide the GPAA with the management functions and overall supervision of cleaning services and ensure that buildings are kept clean and compliant to regulations governing the cleaning service sector, enabling the GPAA to focus on its core business functions.

### 2. FUNCTIONS OF THE GPAA

The Government Pensions Administration Agency (GPAA) is a government component which reports to the Minister of Finance and administers funds and schemes on behalf of the Government Employees Pension Fund (GEPF), the largest pension fund in Africa, and National Treasury. It administers the pension affairs of approximately 1, 85 million government employees and those of pensioners, spouses and dependants.

Facilities Management Unit is responsible for the management of office accommodation for all GPAA offices (Head office, regional and satellite offices). The management function includes the provision of technical and non technical services such as repair and maintenance of buildings, cleaning and hygiene, fleet management, plumbing, electrical and air conditioning services, gardening and many other services.

### 3. METHODOLOGY

The following elements are critical to the successful delivery of the contract:

- Appointment of qualified and experienced personnel in cleaning, hygiene and pest control services;
- Provision of high quality cleaning service;
- Provision and installation of hygiene equipment for GPAA bathrooms;
- Provision of enough high quality hygiene consumables in all GPAA bathrooms;
- Use of SABS approved equipment and bio-degradable (eco-friendly) chemicals;
- Provision of PPE that is compliant to all regulatory requirements of the cleaning industry;
- Payment of Gazetted labour rates to contractor employees as per Cleaning Sectorial Determination for all cleaning personnel;
- Cleaning, hygiene and pest control services are to be undertaken in compliance with the Occupational Health and Safety Act 85 of 1993.
- Provision of extra cleaners as and when required

### 4. SCOPE OF WORK

The Cleaning Company will be required to render a comprehensive cleaning service including scheduled and routine day-to day cleaning services and reactionary cleaning service as and when required. The scope of this contract will include the following scope of work:

- 4.1 Cleaning Services – Annexure 1
- 4.2 Hygiene Services- Annexure 2
- 4.3 Pest Control Services – Annexure 3

## 5. DURATION OF APPOINTMENT

The appointed service provider will provide cleaning services for a period of five (3+1+1) years, subject to annual reviews of the service providers' performance. The GPAA reserves the right to cancel a contract where service provider's performance is poor and does not meet the GPAA expectations.

Table 5.1 – Individual office information

Premises and location	Extent / Size (m <sup>2</sup> )	No.of cleaners including supervisors	Hours per day	Days per week
Polokwane Office,87A Bok Street, Polokwane	444	2 cleaners	8	Mon – Friday 07:00 – 16:00
Shop No.5 Imbizo Place, Samora Machel Street, Nelspruit	300	1 cleaner	8	Mon – Friday 07:00 – 16:00
2010 Building Thohoyandou	329	1 cleaner	8	Mon - Friday 07:00 – 16:00

## 6. GUIDELINE FOR RESPONSE

The Professional Service Provider should demonstrate the following:

### 6.1 Administrative requirements

Bidders must ensure that all the documents listed below form part of their submitted bid documents:

- Valid Tax Clearance Certificate or SARS Pin certificate or CSD tax compliant report;
- All Standard bidding document must be completed in full and signed;
- Valid Compensation for Occupational Injuries and Diseases Act, No.130 of 1993 (COIDA) letter of Good Standing (original or certified copy);
- Public liability (minimum of R1 million)/ letter of intent from the insurance company to be attached;
- UIF-letter of good standing (original or certified copy) .

### 6.2 Technical Proposal

#### 6.2.1 Experience in providing Cleaning services

- A **minimum of 5 years experience** of the company in the Cleaning, Hygiene and Pest Control industry. **The year of registration of the company will not automatically be interpreted as experience.**

Practical experience in rendering cleaning service must be supported by experience, scope of work, start and end date( project period), value of the tender and company names or clients that a company have served. Information will be subject to verification (due diligence).

- A **minimum of 3 current client reference letters** demonstrating the capability and quality of services rendered by the bidder in cleaning, hygiene and pest control services. The letters must only be for the cleaning, hygiene and pest control services. All letters to be on the client letterhead and signed and dated by client.

#### 6.2.2 Capability:

The Bidder must submit a detailed site-takeover plan that will include the following headings:

- **Overall site take over process-** this will be the plan that the bidder will implement to ensure seamless takeover of the services from current service provider, in all the listed offices. Timelines must be included in the plans and should address all aspects of ensuring all services are available on commencement of the contract. Elements outlined should include, stallation of hygiene equipment, purchase and delivery of hygiene consumables, delivery of cleaning materials, and other items. More elements stated in the site take-over plan will result in a higher evaluation score.

- **A risk mitigation strategy:** This strategy will ensure business continuity throughout the period of the contract in all the listed offices. Some of the elements to be included are plans to be put in place in cases of requirement for after hours/ emergency cleaning, cleaning during cleaner illness, plans for cleaners going on study-leave, plans for periods of strikes. More elements stated will result in a higher evaluation score.

### 6.2.3 Capacity

- CV demonstrating experience of the Account Manager – overseeing the whole account operations. (Copies of all certificates must be certified).

All bids will be evaluated in terms of the attached evaluation criteria. The PPR2017 will be applied and the 90/10 or 80/20 evaluation criteria, specifically, will be used. The evaluation has three phases:

Phase 1- administrative requirement

Phase 2- Functionality / Technical requirement

Phase 3 – Price

Bidders will only be considered for the evaluation of phase 2 after meeting the requirements for phase 1 and will then be considered for phase 3 after meeting the minimum qualifying threshold of 65% in phase 2.

### **Functionality/ Technical evaluation**

Bidders should take note of the different elements within the evaluation of the technical phase. All the functionality elements should be captured in the technical response of the bidder.

The Technical Proposal should include an index which reflects the relevant sections being evaluated. Pages should also be numbered for ease of reference. Any Annexures should be cross referenced to the relevant element within the evaluation criteria.

## **7. PRICE**

Bidders are expected to populate the attached SBD 3.1 pricing schedule digitally on the shaded cells, print the populated document, sign and submit it in a separate envelop. Bidders may be asked to submit the SBD 3.1 soft copy if GPAA deems it necessary to do so for purposes of verify accuracy of the submitted tender price.

Only the financial proposal of the companies who qualified in terms of the percentage threshold for functionality will be further evaluated and incomplete pricing schedule will lead to disqualification

## **8. DURATION OF APPOINTMENT**

This contract will be undertaken over a period of 60 months (5 years: 3 + 1 + 1)., subject to annual review of service provider's performance. The GPAA reserves the right to cancel a contract where service provider's performance is poor and does not meet the GPAA set standard and expectations.

## **9. SUPPLIER PERFORMANCE MANAGEMENT**

Supplier Performance Management is viewed by the GPAA as a critical component in ensuring value for money acquisition and good supplier relations between the GPAA and all its suppliers. The successful bidder shall upon receipt of written notification period of an award, be required to conclude a Service Level Agreement (SLA) with the GPAA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value-add to GPAA's business.

Monthly meetings will be used to review the appointed contractors performance against the SLA.

## 10. EVALUATION CRITERIA

### 10.1 Proposal Submission Format and Evaluation Criteria

#### 10.1.1 Submission Format

Service Providers are required to structure their responses as depicted in the table below.

The table also depicts the evaluation criteria for functionality (Phase 2 evaluation) and associated weighting for each of the elements:

**Values: 1 – 5**

Poor = 1	Average = 2	Good = 3	Very Good = 4	Excellent = 5
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Section	Evaluation Criteria	Description
<b>PHASE 1: Administrative Requirements</b>		
<ul style="list-style-type: none"> <li>Valid Tax Clearance Certificate or SARS Pin, or CSD tax compliant report</li> <li>All Standard bidding document must be completed in full</li> <li>Valid Compensation for Occupational Injuries and Diseases Act, No.130 of 1993 (COIDA) letter of GoodStanding (original or certified copy)</li> <li>Valid Unemployment Insurance Fund (UIF) letter of good standing (original or certified copy)</li> <li>Public liability (minimum of R1 million) or Letter of intent be attached.</li> </ul> <p><i>Bidders who do not submit the requested documents, will be given a maximum of 2 days to submit, Failure will render your bid unacceptable, therefore be disqualified.</i></p>		
<b>PHASE 2: Functionality</b>		
Weighting 40%	Company Experience	<ul style="list-style-type: none"> <li>The Service Provider must clearly state the experience in providing cleaning services.</li> <li>The Service Provider should include a minimum of three reference letters.</li> </ul>
Weighting 40%	Capability	<ul style="list-style-type: none"> <li>The Service Provider should submit a company profile that contains a site-over plan.</li> <li>The service provider to submit a risk mitigation strategy.</li> </ul>
Weighting 20%	Capacity	CV demonstrating experience of the Account Manager
<b>PHASE 3: Pricing and BBBEE points claimed</b>		
90	80	Price
10	20	Preference Points (BBBEE points claimed)
100	100	Total

This bid will follow a three-phase evaluation process, the first phase being an evaluation of *administrative compliance*, followed by the second phase, being *functionality* as per criteria set out in the table above and the third being price and preference points evaluated in terms of the PPR 2017 using the 90/10 or 80/20 evaluation criteria.

*N.B.: The minimum qualifying score for functionality in this bid is 65%. Suppliers who fail to meet the minimum qualifying score of 65% will be eliminated and not considered for the second phase of evaluation.*

**Disclaimer:** The shortlisted bidders will be subjected to risk assessment and due diligence exercises, the results of both reports will impact the outcome of this tender

## ANNEXURE 1: CLEANING SPECIFICATION.

Service	Cleaning Services
<b>DESCRIPTION OF SERVICE</b>	
<ul style="list-style-type: none"><li>• Provide cleaning services to the interior of the buildings including all interior windows to ensure the offices are kept free from dust, dirt, smudges fingers marks, stickers, litter, stains, chewing gum in order to provide a safe, clean, tidy and healthy working environment for all occupants in accordance with business requirements and industry best practice. Covid-19 regulations of sanitising all employee desks and other touch points 3 times daily must be strickly adhered to.</li><li>• Provide cleaning, hygiene, pest control services provide cleaning and hygiene consumables and necessary equipment to operate; and conduct regular operational reviews to ensure continuous innovation and improvement in service delivery, and identify opportunities for reducing costs.</li><li>• From time to time, the service provider will be required to provide additional cleaners, when there are shortages of cleaning personnel in any of the listed offices.</li><li>• Provide support services where there is an emergency e.g. need to clean flooded offices, presence of a number of insects in offices, etc.</li></ul>	
<b>DETAILED SERVICE REQUIREMENTS</b>	
<p><b>Cleaning Services</b></p> <ul style="list-style-type: none"><li>• The cleaning services shall be provided so that:<ul style="list-style-type: none"><li>- Cleaning is carried out within times agreed by the GPAA for the building to suit the business needs;</li><li>- The suppliers will notify the GPAA in the event that effective cleaning might result in any surface or other damage ;</li></ul></li><li>• The supplier will put in place and manage appropriate cleaning regimes in accordance with industry best practice, and to:<ul style="list-style-type: none"><li>- Ensure minimum business disruption</li><li>- Provide appropriate cleaning signage</li></ul></li><li>- Ensure that the service and all incidental and related activities are at all times performed in compliance with all applicable South African Law and all statutory requirements including Health and Safety legislation and best practice guidelines.</li></ul> <p><b>PPE:</b></p> <ul style="list-style-type: none"><li>• Workers uniform (summer and winter)</li><li>• Gloves</li><li>• Safety shoes</li><li>• Dust masks</li><li>• Covid-19 approved PPE</li></ul> <p><b>Cleaning cloths –colour coded</b></p> <ul style="list-style-type: none"><li>• Red for bathroom purposes</li><li>• Yellow for work stations</li><li>• Blue for kitchens/boardrooms</li></ul>	
<b>OFFICE AREAS</b>	
<ul style="list-style-type: none"><li>• Carpets<ul style="list-style-type: none"><li>- Vacuum: High traffic (passageways- daily, meeting rooms and offices- twice a week)</li><li>- Six monthly washing of carpets in all offices</li><li>- Clean spots or stains immediately on a daily basis.</li><li>- React to capert cleaning requests including emergency flooding that may affect carpets.</li></ul></li><li>• Unpolished hard floors<ul style="list-style-type: none"><li>- Free from litter, spillage and chewing gum.</li></ul></li></ul>	



- Free from dust/dirt build up, scuff marks and dry spillages. No build up in corners, edges and behind doors.
- Polished Hard Floors
  - Free from litter, spillage and chewing gum.
  - Free from dust/dirt build up, scuff marks and dry spillages. Floor plates to be dust, stain and smear free. No build up in corners, edges and behind doors. No splash marks on skirting boards.
- Conduct regular operational reviews to ensure continuous innovation and improvement in service delivery, and identify opportunities for reducing costs
- Walls
  - Free from removable marks and spillages.
  - Smear free.
  - No build-up of dust and dirt.
- Doors
  - Wipe clean 3 times daily
  - Door push plates and handles to be free from fingers marks and smears.
  - Free from smears and general soiling.
  - No accumulation of dirt.
- Glass To Doors, Furniture, Artwork And Partitions
  - Free from fingers marks.
  - Clean and free from any smears and visible dust. (Excluding internal partitions).
  - Glass partitions to be clean and free from any smears and visible dust.
- Visible Surfaces e.g. Office Furniture, Windowsills, Tables, Ledges, screens etc.
  - Free from dust and stain build up. Grease free to touch. Uniform appearance suitable to its finish.
  - Furniture bases and framework to be free from dust and dirt.
- Furniture
  - Spot clean all the dirty chairs to be free from visible dust, stains and chewing gum. No accumulation of dust and debris on chair seams, bases and legs, desk tops or legs. Leather chairs to be smooth and grease free. No accumulation of dirt on chair backs;
  - Vacuum those parts of furniture covered with fabric on a weekly basis;
  - Treat leather covered furniture with an approved agent on a monthly basis;
  - Annual washing of all upholstery with an approved SABS approved product.
- Mirrors
  - Free from streaks and smears.
- Low Level Ledges/Surfaces
  - Free from visible dust and removable marks. No accumulation of dust/dirt.
- High Level Ledges/Surfaces
  - No accumulation of dust/dirt.
- Window Blinds/curtains
  - Dust with feather duster and damp wipe- daily. No build up dirt, dust and stains.
- Waste Bins
  - Empty waste bins in the offices, kitchens, bathrooms **in the morning and afternoon**- daily
  - Sufficient rubbish bags need to be provided **daily** to line the bins in the offices and kitchens. Use unsoiled bin liner;
  - Rubbish bags may not be left in passages and corners of the building. They need to be taken to the waste receptacle.
- Plants – Any plant debris to be cleared away as required
- Directional, information, brand and statutory signage - Free of dust and smears and other marks
- Wash cups and lunch boxes and pack in cupboards;
- Clean fridges and microwaves

## TOILET AREAS

- Unpolished Hard Floors
  - Free from dust, stains, debris, spillage and chewing gum.
  - No accumulation of dust, dirt in corners, edges, bases of sanitary fittings and behind doors. Floor plates to be dust stain and smear free.
- Polished Hard Floors
  - Free from dust stains, debris, spillage and chewing gum. Uniformed gloss appearance.
  - No accumulation of dust, dirt and polish in corners, edges, bases of sanitary fittings and behind doors. Floor plates to be dust, stain and smear free. Skirting boards to be free from splash marks.
  - Spills to be cleared as soon as they are identified.
- Tiled Walls, Walls, Partitions
  - Free from fingers marks and removable marks.
  - Tops of partitions to be free from visible dust.
  - No accumulation of dust, stains and general soiling. Uniform appearance, smear free. No buildup of staining and mildew in tile grouting.
- Doors
  - Door push plates to be free from fingers marks, smears and stains.
  - No accumulation of dirt. Surface to be free from smears.
  - Inspection sheets to be mounted behind each toilet door.
- Glass To Doors
  - Free from fingers marks.
  - Clean and free from any smears and visible dust.
- Sanitary Fittings
  - Wipe clean all touch points 3 times daily
  - Toilet bowls, washbasins and urinals to be free from scum, stains, uric acid.
  - No buildup of cleaning agent.
  - No buildup of dirt, debris around base of taps, overflows, traps and plugholes.
  - Outside surfaces of toilet bowls, urinals and wash hand basins to be clean and free from soil. All other surfaces to be dust, dirt and smear free. No soap deposits.
  - No buildup of lime scale. No evidence of watermarks inside of toilet bowl. No accumulation of stains on hinges, stoppers, chains and cisterns.
- Mirrors
  - Free from streaks and smears.
- Low Level ledges/Surfaces
  - Free from visible dust and marks. No accumulation of dust and dirt.
- High Level Ledges/Surfaces
  - No accumulation of dust and dirt
  - No accumulation of body fats etc. in sports changing rooms
- Other Furniture, Fixtures and Fittings.
  - Free from visible dust and marks.
  - No accumulation of dust and dirt
- Waste Bins/ Swing Bins
  - Unsoiled bin liner. External surface to be free from stains.
  - No buildup of dirt
- Consumables
  - No shortage of all consumable items in appropriate dispensers at any time.
- Deep clean all toilet facilities monthly and adhere to the highest hygiene, health and safety standards at all times

- Manage sanitary waste disposal and ensure compliance will all legislative requirements.

#### **SPOT CHECKS**

- Regular checking of toilets for spillages and spot cleaning where necessary, re-stocking of toilet consumables (soap, toilet paper, paper towels) to avoid run-outs, reactive response to clean up spillages, casually discarded litter throughout the building, spot cleaning of high visibility, prestige areas and other ad hoc cleaning tasks as they arise.

#### **BOARDROOMS, MEETING ROOMS AND KITCHENETTES**

- Floors – vacuumed or damp mopped **daily**;
- Counter tops to be washed **3 times a day**;
- Walls and cupboards doors- wet wiped and dried;
- Cupboard storage cleaned, wet wiped and disinfected;
- Wet wipe and rinse inside the fridges and microwaves;
- Dress up the boardrooms and ensure that furniture is clean and tidy;
- Wash cups, plates and all crockery used for meetings as required.

#### **WINDOW CLEANING**

- Internal glazing (which includes the inside of an external window) and window frames to be cleaned periodically to ensure that glazing is free from fingers marks, smears, and excessive buildup of dirt.
- Internal window frames to be cleaned periodically to ensure that they are free from excessive buildup of dirt;
- Blinds in offices, kitchens, kitchenettes and boardrooms are to be cleaned **3 times a week**

#### **CARPETS AND UPHOLSTERY**

- Carpets for all offices are to be cleaned **2 times a year**.
- Upholstery for all offices is to be washed (cleaned) **once a year**.

#### **ADDITIONAL CLEANERS WHEN REQUIRED**

- The service provider will be required to provide additional cleaners when there are shortages in all the listed office. The additional cleaners for the duration of the contract is given as an estimate on the pricing schedule. The cost for this will be paid only when the additional cleaners have been requested and used.

#### **WARNING SIGNS**

Legible warning notices or signs shall be exhibited as required where rendering the cleaning services may cause injuries to any person.

#### **REACTIVE CLEANING SERVICE**

- The reactive cleaning service will be in the GPAA normal operating hours to respond to spillages in response to a communication made to a central point. All stains and markings reported to the help desk will be remedied as part of the regular cleaning service.
- Emergency reactive cleaning will occur after office hours. The bidder must have a standby service where all emergency calls can be logged. In times of emergencies, the service provider will be required to provide a solution on short notice. The emergencies may be due to floods, etc.

#### **CONSUMABLES**

- Provide services so that no shortage of consumable items in appropriate dispensers i.e. toilet rolls, liquid or solid soap, hand towels where this is applicable etc;
- No shortage of consumable items for the delivery of service i.e. bin liners (as appropriate), and cleaning products;
- Supply of consumables - These will include toilet paper, soap, paper hand towels, air fresheners and toilet brushes for use in toilets and shower rooms. Please ensure that enough consumables are supplied at an agreed delivery date monthly;
- Chemical assessment data sheets for all cleaning substances to be used shall be provided by the Supplier.

#### **EQUIPMENT**

- The supplier shall provide and maintain all equipment including specialist equipment, considered necessary by the supplier to achieve the performance requirement and the cleaning standards. All equipment supplied for use

under this agreement shall be free from defect and where necessary maintained and tested in accordance with the manufacturers recommendations or as deemed necessary by the supplier;

- The Supplier shall ensure that the service and all incidental and related activities are at all times performed in compliance with all applicable South African Law and all statutory requirements including all Health and Safety legislation and best practice guidelines;

#### **ABSENTEEISM**

- Should a staff member not be present at work, replacement by a security screened employee is required by 10h00 of that day. The service provider must maintain a pool of approved temporary staff.

#### **DAMAGE/ THEFT COMPENSATION**

- The service provider will be held responsible for any damage or thefts that may be caused to the premises or contents, by his/her employees or due to their negligence in the normal execution of their duties. A claim for indemnification can accordingly be imposed by The GPAA against the service provider.

### **Consumables and cleaning equipment**

The service provider shall supply all cleaning consumables and equipment required to render the daily cleaning services. The service provider must quote enough to cover monthly consumables. The service provider shall be responsible for the maintenance of all cleaning equipment. The service Provider shall ensure that defective equipment will either be replaced or repaired within 24 hour from the time that such defective equipment is reported by the GPAA and/or the service providers.

### **Equipment**

<b>Equipment</b>	<b>Description</b>
Low noise industrial Vacuum cleaners	Easy to operate and movables machines
Mops(Color-coded)	One mop for the bathroom and the other for the offices general area
Buckets/Janitorial trolleys	Single and double bucket
Stepladders	(Long & short)
Color-coded cloth (3 per cleaner)	Microfiber cloths
Brooms	(Hard and soft brooms)
Electrical Extensions	Long extensions and adapters
Wet Floor /Caution Sign	Plastic stand-alone signs
Toilet Brushers, spray bottle Dustpan sets etc	Plastics

### **Cleaning consumables (Biodegradable) (MSD sheets to be clearly displayed where consumables are stored)**

<b>Product Name</b>	<b>Description</b>	<b>Area of use</b>
General Purpose Cleaner	A universal neutral cleaning concentrate for removing dirt and from all washable surface	Use clean washable surfaces including, floors, ash trays
Toilet Bowl Cleaner (Disinfectant)	Liquid toilet bowl discolour and sanitizers	For use in toilet area
Heavy Duty Stripper	Floor stripper for extremely soiled floor surfaces	Stripping tiled areas
Floor Sealer	Hard wearing high acrylic floor dressing	Sealing tiled areas
Air freshener	A non-marking cherry air accented air freshener	All areas to sanitize the air
Carpet cleaner	Water based carpet spot remover	Carpert areas
Window cleaner	General window and Glass cleaner	Washing windows and doors
Dishwashing liquid	Clear general purpose cleaner	For use in the kitchen
Furniture polish	A liquid durable liquid furniture polish	For use on all wooden furniture
Bleach	A liquid bleach to be used in kitchens	Kitchens

## ANNEXURE B

### HYGIENE SERVICES: SPECIFICATION

The service provider is required to provide a comprehensive hygiene service to ensure a neat, clean and healthy working environment. These must be costed under the pricing schedule. This includes the following:

- Monthly deep cleaning of the ablution facilities, including urinals where applicable;
- Provision and fortnightly service of She-Bins in all offices;
- Installation and maintenance of automatic air fresheners for ablution facilities (including refills);
- Provision of sufficient good quality (**SABS approved**) 1 ply toilet papers. No inferior products will be accepted;
- Provide a contingency stock for toilet papers. This stock will be ordered as and when it is required;
- Provision and maintenance of lockable toilet roll holders (TR3);
- Provision of sufficient monthly hand towels for each kitchen as per quantities in the pricing schedule;
- Provision and maintenance of hand towel dispensers with hand sensors;
- Provide contingency stock of hand towels. The stock will be ordered as and when it is required..
- Provision of wall bins under hand towel dispensers;
- Provision of bin- liners for hand towel dispensers;
- Provision of auto flush urinal sanitizers for all urinals;
- Provision of toilet seat wipe dispensers and re-fills for all toilets;
- Provision and maintenance of hand soap dispensers (including refills)

#### Requirements

- Equipment to be inspected regularly and to be safe, in good working order and appropriate for use;
- Environmentally friendly chemicals (MSDS to be available at all times)
- Adequate staff, suitably trained are to be available at all times;
- Service provider should maintain a pool of staff for replacement in the event of absenteeism. Staff replacement is required by 10h00 of the same day.
- Hygiene equipment installed is to be of good quality, clean and presentable in all offices. It is preferred that the hygiene equipment be made of white ABS plastic.

## **ANNEXURE C: PEST CONTROL SPECIFICATION**

The service provider is to provide a comprehensive Pest Control service to ensure a neat, clean and healthy working environment.

Re-act to calls logged on the helpdesk for any Pest Control request.

- Use environmentally friendly products to spray for cockroaches, ants and all other flying and crawling insects, including rats, bees, small flies.
- Presence of flying insects will be reported to the service provider and treatment will be at no extra cost to the GPAA.
- All pest control units to be of good quality, clean and presentable.
- Service Schedules to be issued for the year and updated accordingly. More service schedules will result in a higher score.
- The service provider is to ensure that only non-hazardous chemicals are used on site and correct HSE practises are followed to protect both operator and staff).



**the gpaa**

Department:  
Government Pensions Administration Agency  
REPUBLIC OF SOUTH AFRICA

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# **Annexure A**

## **Government Pensions Administration Agency (GPAA)**

### **SUPPLY CHAIN MANAGEMENT (SCM)**

#### ***Standard Documents***

**PART A**  
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT PENSION ADMINISTRATION AGENCY (GPAA)**

BID NUMBER	<b>GPAA 05C/2021</b>	CLOSING DATE	<b>30 April 2021</b>	CLOSING TIME	<b>11:00am</b>
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DESCRIPTION	<b>Provision for cleaning, hygiene and pest control services(Polokwane, Thohoyandou and Nelspruit)</b>
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**34 HAMILTON STREET**

**ARCADIA**

**PRETORIA**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	<b>WILLIAM RAMOROKA</b>	CONTACT PERSON	
TELEPHONE NUMBER	<b>N/A</b>	TELEPHONE NUMBER	
FACSIMILE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	
E-MAIL ADDRESS	<b>William.Ramoroka@gpaa.gov.za</b>	E-MAIL ADDRESS	

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN	<b>OR</b>	CENTRAL SUPPLIER DATABASE No
			MAAA
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		BBBEE STATUS LEVEL SWORN AFFIDAVIT
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No



**A BBBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR BBBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
---	--	--	---

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION

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

#### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

## DECLARATION OF INTEREST

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

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

2. **IN ORDER TO GIVE EFFECT TO THE ABOVE, THE FOLLOWING QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH THE BID.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....

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

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

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

2.8 Are you or any person connected with the bidder presently employed by the state?  Yes  No

**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: .....  
.....  
.....  
.....

2.9 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

**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).

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

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

2.10 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

**If so**, furnish particulars:

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

2.11 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

**If so**, furnish particulars:

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

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

**If so**, furnish particulars.

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

2.13 Do you or any of the directors / trustees / shareholders / members of the company have  Yes  No  
any interest in any other related companies whether or not they are bidding for this contract?

If so, furnish particulars:

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

**3. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS**

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

**4 DECLARATION**

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

.....  
NAME OF BIDDER

.....  
POSITION

## 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 (BBBEE) Status Level of Contribution

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

### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to

1.2.1 **exceed / not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2.2 either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

- Price; and
- BBBEE Status Level of Contributor.

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

	POINTS	
PRICE	80	90
BBBEE STATUS LEVEL OF CONTRIBUTOR	20	10
<b>Total points for Price and BBBEE must not exceed</b>	<b>100</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of BBBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for BBBEE 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

2.1 **“BBBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 **“BBBEE status level of contributor”** means the BBBEE 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;

2.3 **“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;

- 2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5 **“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;
- 2.6 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8 **“proof of BBBEE status level of contributor”** means:
- BBBEE Status level certificate issued by an authorized body or person;
  - A sworn affidavit as prescribed by the BBBEE Codes of Good Practice;
  - Any other requirement prescribed in terms of the BBBEE Act;
- 2.9 **“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;
- 2.10 **“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

#### THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM:

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

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

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR BBBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the BBBEE status level of contribution in accordance with the table below:

BBBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6

BBBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

Bidders who claim points in respect of BBBEE Status Level of Contribution must complete the following:

**BBBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1:**

BBBEE Status Level of Contributor: ..... = ..... (maximum of 10 or 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 BBBEE status level of contributor.

**6. SUB-CONTRACTING**

6.1 Will any portion of the contract be sub-contracted? (*Tick applicable box*)

Yes  No

If **yes**, indicate:

- a) What percentage of the contract will be subcontracted .....%
- b) The name of the sub-contractor: .....
- c) The BBBEE status level of the sub-contractor: .....
- d) Whether the sub-contractor is an EME or QSE (*Tick applicable box*)

Yes  No

e) 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		
<b>OR</b>		
Any EME		
Any QSE		



## 7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM (*Tick applicable box*)

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

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

7.6 COMPANY CLASSIFICATION (*Tick applicable box*)

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

7.7 Total number of years the company/firm has been in business: .....

7.8 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:

- a) the information furnished is true and correct;
- b) the preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- c) 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; and
- d) if the BBBEE 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 to:
- disqualify the person from the bidding process;
  - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - 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;
  - 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
  - forward the matter for criminal prosecution.

.....  
SIGNATURE(S) OF BIDDERS(S)  
DATE: .....  
ADDRESS .....  
.....  
.....

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<b>If so, furnish particulars:</b>		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register, open the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<b>If so, furnish particulars:</b>		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	<b>If so, furnish particulars:</b>		
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"/>
	<b>If so, furnish particulars:</b>		

#### 4 DECLARATION

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

.....  
NAME OF BIDDER

.....  
POSITION

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....  
*(Bid Number and Description)*

in response to the invitation for the bid made by **the GPAA** (*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: .....  
*(Name of Bidder) that:*

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 authorised 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 authorised 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 organisation, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....  
NAME OF BIDDER

.....  
POSITION





**the gpa**

Department:  
Government Pensions Administration Agency  
REPUBLIC OF SOUTH AFRICA

| YOUR BENEFITS our responsibility |

# **Annexure B**

## **Government Pensions Administration Agency (GPAA)**

### **SUPPLY CHAIN MANAGEMENT (SCM)**

#### **Special Conditions of Contract**



## GENERAL NOTES

The purpose of this Special Conditions of Contract (SCC) document is to:

- a) draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Pensions Administration Agency (GPAA); and
- b) to ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the project and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

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 (GCC) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.

Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

### 1.1. Bid Submission

1.1.1. Bidders will be permitted to submit bids by hand at:

34 Hamilton Street, Arcadia, Pretoria

1.1.2. Closing Date: **30 April 2021**

1.1.3. Closing time: **11:00 am**

Compulsory Briefing session: **N/A**

### 1.2. Validity of Bids

1.2.1. Bidders are required to submit bids valid for **120** days.

### 1.3. Two-stage Bidding

1.3.1. For this bid, a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of a conceptual design or performance specifications are invited. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.

1.3.2 A minimum number of **three (3)** copies of the technical proposal are required.

1.3.3 Failure to comply to the above indicated provision will lead to a proposal being disqualified.

1.3.4 Only suppliers who meet the minimum of **65%** on functionality will be considered for second stage of evaluation.

#### **1.4. Late Bids**

1.4.1 Bids received after the time stipulated will not be considered. Late bids will be posted back to the bidder un-opened.

#### **1.5. Clarification or Alterations of Bids**

1.5.1 Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.

1.5.2 Requests for clarification needed to evaluate bids and the bidder's responses should be made in writing.

#### **1.6. Completeness of Documentation**

1.6.1. It will be ascertained whether bids:

- a. Include original tax clearance certificates;
- b. Have been properly signed and completed;
- c. Are substantially responsive to the bidding documents;
- d. Have all the necessary documents attached; and
- e. Are generally in order.

1.6.2. If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.

1.6.3. The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

#### **1.7. Rejection of all Bids**

The GPAA reserves the right to reject all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

#### **1.8. Associations between Consultants**

1.8.1 Consultants are encouraged to associate with each other to complement their empowerment credentials and their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy. 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.

1.8.2 Consultants who do form a joint venture will agree on their terms and conditions and inform the GPAA of the details of such a joint venture for approval.

#### **1.9. Project team to service the GPAA**

Please note that if changes are made to the Project team proposed in the tender after the bid has been awarded, this has to be cleared with the GPAA first.



**the gpaa**

Department:  
Government Pensions Administration Agency  
REPUBLIC OF SOUTH AFRICA

| YOUR BENEFITS our responsibility |

# **Annexure C**

## **Government Pensions Administration Agency (GPAA)**

**SCM**

***General Conditions of Contract***

# GPAA PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this Annexure is to:

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

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

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Provision for cleaning, hygiene and pest control services GPAA 05C/2021(Polokwane, Thohoyandou and Nelspruit)

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## DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its GPAA 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 markets 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 employee written order issued for the supply of goods for 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 96 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 State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.employee.gov.za](http://www.employee.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**

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 organisation acting on behalf of the Department.
- 8.3. If there is 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 Energy Board 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 analysed 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 OF 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. 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.
- 15.6. 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 attendance register and upon fulfilment 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 authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 17.2. GPAA will retain 10% of the amount approved pending the release of the Certificates of Competence or final results in case examination is written and results are to be released at a later stage. Once results are released and verified by GPAA, the retainer amount will be paid through to the training service provider.

## **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 or contract another supplier for full services or part-services, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. SUBCONTRACTS**

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

## **21. DELAYS IN THE SUPPLIERS 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 local authorities.
- 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 supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods/services not supplied in conformity with the contract and to return any goods/ services 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) and quality as 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/services 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. FORCE MAJEURE**

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

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

## **26. TERMINATION FOR INSOLVENCY**

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

## **27. SETTLEMENT OF DISPUTES**

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

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

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

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

27.6. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

## **28. LIMITATION OF LIABILITY**

28.1. 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.

28.2. 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, GPAA 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.