MPUMALANGA PROVINCIAL LEGISLATURE

PROVISION OF CLEANING SERVICES FOR THE PERIOD OF 36 MONTHS.

RFP 2014/MPL/08/01

NAME OF BIDDER:_____

TOTAL TENDER AMOUNT IN WORDS

_____

_____

_____

_____

1. BACKGROUND

Mpumalanga Provincial Legislature offices are at Building no.1 of Government Complex, Boulevard Street situated next to Riverside Mall in the Mpumalanga Province, and the Satellite Building Number 3A in Government Boulevard.

2. INTRODUCTION

The Mpumalanga Provincial Legislature (referred to as the Legislature) is looking to appoint an appropriate service provider to provide cleaning services within the Legislature Building no.1, and the Satellite Building Number 3A premises for the period of 36 months from the effective date as per the signed the contract.

3. OVERVIEW OF THE RESPONSIBILITIES OF THE CLEANING COMPANY

3.1. LOBBY ENTRANCE CLEANING

Sweeping, Mopping, Polishing and Dusting

a) Lobby and entrance windows, doors and floors must be cleaned and free of dirt streaks and there must be no dirt remaining in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation.

b) Grills and woodwork must be dust-free.

c) Doorknobs push bars, kick plates, railings, doors and other surfaces must be cleaned and polished to an acceptable lustre.

d) Walls and other surfaces must be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.

e) All tile flooring must be cleaned and spot wet mopped and all surfaces must be dry mobbed.

3.2. CLEANING OFFICE AREAS

3.2.1. Trash Removal

a) All wastepaper baskets must be empty and in place, clean and ready for use. Liners must be inserted as required.

b) Trash bags must be disposed of quickly to a designated area.

3.2.2. Sweeping or Vacuum Cleaning

a) All surfaces within reach must be spot cleaned for fingerprints and spills.

b) All traffic carpeted areas must be vacuum cleaned daily. Complete vacuuming once per week of all carpeted areas.

c) Furniture and equipment must not be damaged during the cleaning operation.

d) Furniture and equipment moved during sweeping/vacuuming must be placed in its original location.

3.2.3. Dusting

a) All uncluttered office furniture and bookshelves must be dusted using t related cloths. (Papers and desks will not be disturbed).

b) All exposed horizontal surfaces within reach must be dusted including picture frames, file cabinets, window sills and desks

3.2.4. Damp-Wiping

a) Mirrors, door glass, and all other glass that can be reached while standing on the floor must be cleaned and free of dirt, dust, streaks, and spots. (This job does not include window washing.)

3.2.5 Cleaning Kitchen, Rest/Eating Areas

a) Rest areas must be cleaned and free of stains.

b) All other surfaces of the rest area must be free of spots, stains and streaks.

c) Kitchen area: tables, chairs, countertops, sinks, appliances, and floors must be cleaned and disinfected.

3.3. STAIRWAYS & ELEVATORS CLEANING

3.3.1 Sweeping and Dusting

a) Stair landings, steps and all corners of stair treads must be swepted.

b) Stair railings, door mouldings, ledges, and grills must be dusted
The dust must be removed rather than pushed around.

3.3.2 Cleaning, Polishing and Wall Spotting

a) Glass surfaces and walls at the stair ways must be cleaned and free of any smudges, finger marks and dirt.

b) Handrails, doorknobs, and other surfaces must be cleaned and polished to an acceptable lustre.

3.3.3. Mopping and Scrubbing

a) Stair landings and steps must be free of loose and/or caked dirt particles and must present an overall appearance of cleanliness after mopping or scrubbing.

b) Walls, baseboards, and stair risers must be free of watermarks, damages from the equipment striking the surfaces and splashing from the cleaning solution.

c) All surfaces must be dry and clean after dry mopping.

3.3.4 Elevator Cleaning

a) Cleaning and Dusting

- Interior surfaces of elevator must be free of loose dirt & dust streaks.

b) Cleaning, Polishing and Wall Spotting

- Handrails, controls, and other surfaces must be cleaned and polished and wall must be free of finger marks and other smudges.

3.4. TOILET CLEANING

a) Trash containers must be emptied, cleaned and liners must be inserted.

b) All sanitary receptacles must be emptied and cleaned, both inside and outside, and contain a new liner.

c) All dispensers of supplies must be cleaned and filled with the proper supplies (toilet paper, soap)

d) Cleaning of Toilet Room Fixtures

All porcelain surfaces of washbasins, toilets, and urinals must be cleaned from dust, dirt, spots, and stains at all times and all toilet seats must be left in raised position after cleaning.

e) Supply dispensers, tile walls, stall partitions, doors, shelves, mirrors and floors must be cleaned.

3.5. WALL CLEANING

a) Walls must be uniformly cleaned from smudges, streaks or spots at all times

b) All furniture, pictures, and other furnishings moved during the wall washing operation must be returned to their original position.

3.6. FLOOR CLEANING

3.6.1 Sweeping, mopping, machine buff and polishing of all stone floors (Marble Terrazzo, Ceramic Tiles)

a) Cleaning solutions, where used, must have been mixed thoroughly and in the proportions specified without undue spillage of either solution or rinse water.

b) Proper precautions must have been taken to advise building occupants of wet and/or slippery floor conditions.

c) Walls, baseboards, furniture bases, and other surfaces must be free of watermarks, marks from the cleaning equipment, and splashing from the floor cleaning solutions.

3.6.2 Waxing

a) The waxed surface must have the proper wax applied in accordance with best operating practices and wax must be applied thinly and uniformly.

b) Walls, baseboards, furniture, and other surfaces must be free of wax residue and marks from the equipment.

c) Care must have been exercised to avoid damage to building and/or office equipment during movement of the furniture, etc.

3.6.3 Floor Scrubbing

a) Proper precautions must be utilised to inform the building occupants of wet and/or slippery conditions during the scrubbing operation.

3.6.4 Operation of Machine

a) Only authorized personnel with sufficient instructions as to its proper and efficient operation must operate the mechanised equipment.

b) The scrubbing machine must be started and operated in a safe and reasonable manner.

c) Care of the mechanical equipment must be exercised at all times during its operation to avoid damage to personnel, the building, and equipment.

3.7 WINDOWS CLEANING

All interior, exterior, high and low windows of the Legislature building must be washed when required (specialised equipment to clean the high windows will be required).

3.8 WASTE DISPOSAL

a) Paper and trash collection must be removed and disposed at designated areas.

b) Cardboard boxes must be broken and deposited in trash storage room.

c) Any paper and trash spilled during the collection process must be cleaned up.

4. GENERAL CLEANING STANDARDS

Cleaning must include the following items and must be performed not less frequently than the times stated.

4.1. General Cleaning daily five (5) days per week

Polishing of all corridors, lobbies, stairways, elevators, toilets, and building entrances.

a) Empty and clean all waste baskets, receptacles, damp dust or wet wipe and dry polish as necessary. (Liners must be placed in receptacles and waste bins).

b) Remove all trash and wastepaper to designated collection points. Bag trash must be placed on the loading dock.

c) Dust and wipe clean all office furniture, fixtures, and desk accessories, including telephone and return to their proper place. Vacuum all carpet and remove any dirt and spot clean.

d) Spot clean woodwork, doors, light switches, and walls to remove smudges and fingerprints.

e) Spot clean all glass doors and sidelight, partition glass, and glass furniture as needed.

f) Clean and supply soaps at all rest rooms and rest areas on daily basis.

g) Sweep all exterior entrances and vacuum clean entrance mats.

h) Clean and sanitise all restrooms, shower rooms, and store room, toilet seats and benches, washbasins, urinals, shower walls, and floors.

i) Refill towel and tissue containers on a daily basis.

j) Mop all restroom and shower room floors.

k) Mop and spray buff granite floor, main lobby and mall.

l) Mop outside main lobby entrances.

m) Sweep and wash Legislature underground parking lot.

n) Sweep and spot mop mailroom lobby level.

o) Wipe clean windowsills and other horizontal surfaces.

p) Empty and sanitise all receptacles and sanitary disposals.

q) All counter tops of rest areas must be wiped down and sinks must be cleaned if free of dishes.

r) Clean and polish water coolers.

s) Clean all lobby furniture, remove fingerprints and smudges from metal and glass trim on furniture.

t) Spot clean all granite walls and columns, remove smudges and fingerprints in main lobby, rotunda and elevator lobbies.

u) Wipe clean the metal railings.

v) Polish and sweep/dust mop the stairways.

4.2. General Cleaning – Weekly

a. Vacuum clean upholstery in executive areas.

b. Spot mop and buff granite and tiled floors in the Lobby.

c. Sweep exterior entrance areas.

d. Spray and buff all coffee/copy room floors.

e. Machine scrub, wash and buff all resilient tile and concrete floors

f. Wash down with disinfectant all ceramic tile walls, toilet partitions, ledges and sills in the restrooms.

g. Wash all door glass and sidelights.

h. All vertical surfaces of desks, files, and other furniture must be damp dusted with a clean cloth.

i. Panelled walls must be dusted with a clean cloth.

j. Restroom air supply and return grills must be thoroughly cleaned.

k. Loading dock will be hosed down and cleaned of all foreign matter.

l. High dusting (requires ladders) of the granite walls in the lobby.

m. Restroom partitions must be washed with disinfectant solution and a light coat of polish must be applied.

n. Sweep and dust service elevator lobbies at all levels.

o. A minimum of gallons of fresh, clean water must be poured into each restroom drain twice weekly.

4.3. General Cleaning – Monthly

a) Dust picture frames and picture glass.

b) Venetian blinds must be dusted

c) Remove cobwebs from all recessed areas of revolving doors.

d) Remove high cobwebs from entry areas on lobby.

e) Upholstery spot cleaning as needed/requested.

f) Panel walls must be dusted with a clean or treated cloth.

g) Sweeping and washing of the Legislature underground parking lot

4.4. General Cleaning – Quarterly

a) Dust and spot clean where necessary all vertical surfaces such as walls, partitions, ventilating louvers, and other surfaces not reached during monthly cleaning.

b) High dust (ladder required) all shelves, cabinets, and other objects in offices.

c) Vacuum clean upholstery and draperies.

d) Deep wash and stain removal of all carpets within the Legislature building including Members' Lounge.

e) Damp mop ,scrub and seal

4.5. General standards of Floor Cleaning

4.5.1 Hard Surface

(a) Common areas: Sweep, set mop nightly and spray buff as required. Scrub and refinish monthly and strip and refinish annually.

(b) Restroom floors: Strip and reseal monthly, keep grout clean at all times.

(c) Scrub and polish door thresholds daily.

4.5.2. Concrete floors

(a) Dust mop nightly, damp mop weekly and scrub and seal quarterly.

(b) Polish and sweep building stairwells nightly, wet mop monthly, scrub and seal quarterly.

(c) Wood Floors

a. Wet mop and buff lightly as required from time to time.

b. Wax and buff floors according to installer's instructions.

4.5.3. Carpet Floors

a) Thorough or early vacuuming before working hours.

b) Spot removal as required.

c) Common area carpet floors will be shampooed quarterly.

4.5.4. Stone Flooring (Lobby and Entrances)

a) Wet mop and buff.

b) Wash and scrub weekly.

c) Grout must be kept clean and free of spots at all times.

d) Use the directive and specifications when cleaning the stone floors.

4.5.5. Computer and server room's floors

a) Dust mop with a treated mop and spot clean with a wet mop.

b) Spray buff monthly.

4.5.6 Outside Building, Breezeway and Sidewalks

a) Polish and sweep as required, spot clean spills or other foreign matter by spot mopping or scrubbing.

b) Sweep and hose down/scrub (weekly) exterior entrances and breezeway.

c) Outside entrances - all pavers and dock/delivery areas must be polished daily, scrubbed and hosed down weekly

5. SCOPE OF WORK:

5.1 The total area of floor space to be cleaned is approximately 8054 m2 for the Main Building, and 1000 m2 for the Satellite Building Number 3A Government Boulevard.

5.1.1 Office areas
5.1.2 Walkway
5.1.3 Kitchens
5.1.4 Ablutions
5.1.5 Change rooms
5.1.6 Stairs and fire escapes
5.1.7 Lobbies and foyers
5.1.8 Underground parking
5.1.9 Foyers
5.1.10 Computer & Server rooms
5.1.11 Chamber
5.1.12 Committee rooms & Boardrooms
5.1.13 Video Conferencing room
5.1.14 Open plan offices
5.1.15 Elevators
5.1.16 Balconies
5.1.17 Parking area
5.1.18 Windows

Note

The outlined specifications for work tasks and frequencies of such tasks listed herein are intended as a framework for the cleaning operation of a first class office building. Additional work will often be required and since it will usually be minor in scope, it is intended that the vast majority of such extra or additional work can and will be absorbed within the cleaning and maintenance operation. When unscheduled work of a major proportion is required and requested of the Contractor, the cost of such will be negotiated to provide a fair and equitable arrangement for both parties (or will follow based on the scope of special task prices provided by the contractor and agreed to by management.

5.2. The following documents MUST be supplied with the Proposal:

a) Certified copies of original company registration certificate

b) Original valid tax clearance certificate

c) Company profile, outlining relevant experience and contactable references

d) BBBEE credentials, if any

e) Compensation for Occupational Injuries and Diseases Act (COIDA). The successful bidder will be required to comply with the requirement of Occupational and Safety Act 85 of 1993.
f) Unemployment Insurance Fund (UIF).

6. Evaluation Methodology

6.1. Cost

6.1.1 **The total cost must be VAT inclusive, should be quoted in South African currency (i.e.rands) and the rate charged per square meter should include the supply of cleaning supplies.**

6.1.2 No separate bill for supply of cleaning supplies will be paid by Legislature.

6.2. Broad-Based Black Economic Empowerment

6.2.1. Provisions of the Preferential Procurement Policy Framework Act (PPPFA 2011 and its regulation will apply in terms of awarding points).

6.2.2. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

6.2.3. Bidders who do not submit their B-BBEE status level verification certificates or are non-compliant contributors to B-BBEE will not qualify for preference points for B-BBEE.

6.2.4. In a case of Exempted Micro Enterprise, one of the following documents MUST be: submitted

(a) Certificate from Verification Agencies accredited by SANAS
(b) Certificate from Registered Auditors approved by IRBA

7. Evaluation Criteria

Responsive bids will firstly be evaluated on functionality and that bidders who score more than **70%** of the **100 points** will be evaluated further on price and preference.

Bidders who score less than the minimum threshold of **70 %** will automatically be disqualified.

Functionality	Maximum score (%)
Project Plan Detailed Project/ Execution Plan and Management should be attached. Project plan must include daily, weekly and monthly cleaning schedule and identified timeframes/milestones. The plan must cover all the required areas as outlined in section 3 and 4 etc. (***Failure to attach copy will disqualify the whole proposal***)	**40**
Team leader and team member experience: Capability in terms of Human Resource to execute the required service , Team Leader must have at least 5 years' experience ***Experience in similar or related services, Attach Copies of Curriculum Vitae***. Number of the cleaners to be provided including site supervisors	**15**
Company Experience Track record and evidence of prior work undertaken or rendering service of similar nature also provide traceable evidence. **Experience in similar or related services (attach appointment letters)**	**30**
Contingency plan: Contingency plan must be attached to the proposal.	**15**
MAXIMUM SCORE	**100**

8. EVALUATION CRITERIA

8.1 Bids will be evaluated and adjudicated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) Act no 5 of 2000 using the **90/10** point system.

B-BBEE Status level of Contributor	Number of Points Claimed (90/10 System)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non Contributor	0

9. Total Square meters for the Buildings

Government Complex Building No 1(Mbombela)

8054 m2

Satellite building Number 3A in Government Boulevard **(Mbombela)**

1000 m2

The following formula must be used to calculate the monthly invoice amount:

A X B = C
A= Tender price per m2 per month (including vat)
B=9054 m2
C= Total amount of invoice

NOTE: The rate should include the supply of cleaning supplies.

TENDER CALCULATION

Government Complex Building No 1(Mbombela)

8054 m2 x36 x_____= R _____

Satellite building Number 3A in Government Boulevard **(Mbombela)**

1000 m2 x36x_____= R _____

TOTAL TENDER AMOUNT R _____

NOTE: Evaluation will be conducted according to the following steps:

STEP 1

All proposals will be assessed for responsiveness. **Non responsive proposals** will be disqualified. A non-responsive proposal does not respond to aspects outlined in the **Scope of work** and failure to enclose the **mandatory documents** required as part of the bid/proposal.

STEP 2

The proposals qualifying from step 1 will be assessed on the functionality. Proposals that obtain an evaluation score of **less than 70% on Functionality** will be disqualified.

STEP 3

This step involves Price and Provisions of the Preferential Procurement Policy Framework Act (PPPFA 2011 and its regulation will apply in terms of awarding points for all bidders that passed the functionality step. The bidder with the highest points score for all the bidding criteria will be appointed and subjected to SLA.

NB: After passing Step 2, the shortlisted bidders may be required to do a presentation to the Legislature Bid Evaluation or Adjudication Committee for clarity purposes if need be.

No costs incurred by the bidder in preparing, submitting tender documents and presenting to the Legislature shall be reimbursable. All such costs are borne by the bidder.

NB: Service Providers will be subjected to security clearance

10. PROJECT OUTPUT

10.1. Providing a clean, presentable healthy and hygienic working environment

11. REPORTING REQUIREMENT

11.1 The service provider shall report to the Senior Manager: Institutional Support Services

11.2 The service provider supervisor must do a daily inspection on quality and standard of cleaning services and a weekly report in this regard must be provided to the Legislature.

11.3 The service provider supervisor must report on daily basis to the Legislature Facilities Section of any defects in and to area concerned e.g. broken mirrors, blocked toilets/urinals, broken windows etc. that they might come across during the cleaning of the building.

11.4 The service provider shall every month supply a summarized written report to the Legislature on specific problems, suggestions, improved methods and work programmes, personnel turnover, tenant's complaints and remedial action and all other matters connected with this agreement.

11.5 Meetings will be held monthly with the Service Provider.

12. COMPLETION DATE

12.1. The duration of the project is 36 months after the signing of a contract.

13. COMPULSORY INFORMATION SESSION

13. No Briefing Session**.**

14. CLOSING DATE

Proposals must be submitted on the **17th August 2015** at the **Mpumalanga Provincial Legislature Satellite Office (Vakasha Building) in the bid box marked. No late bids will be accepted.**

Vakasha Building,
Government Boulevard

Building Number 1,

Upper Ground

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MPUMALANGA LEGISLATURE

BID NUMBER: RFP 2014/MPL/08/01 **CLOSING DATE: 17 AUGUST 2015**
CLOSING TIME: 14H00. **VALIDITY: 90 DAYS**

CLEANING SERVICES OF MPUMALANGA PROVINCIAL LEGISLATURE OFFICE BUILDING

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

BID DOCUMENTS MAY BE POSTED TO: Mpumalanga Provincial Legislature

Private Bag X 11289

NELSPRUIT

1200

OR
DEPOSITED IN THE BID BOX SITUATED AT

Mpumalanga Provincial Legislature

Riverside Government Complex

Government Boulevard

Building Number 1,

Upper Ground

(SAPS) Reception Area (013 7661189)
Nelspruit

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

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

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

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

NAME OF BIDDER

……

POSTAL ADDRESS……

STREET ADDRESS……
……
……
……

TELEPHONE NUMBER

CODE……NUMBER……

CELLPHONENUMBER
……

FACSIMILE NUMBER
……

REGISTRATION……

VAT NUMBER……

HAS AN ORIGINALTAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)?

YES/NO

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

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

……

DATE……

CAPACITY UNDER WHICH THIS BID IS

SIGNED……

TOTAL BID PRICE……....TOTAL NUMBER OF ITEMS

OFFERED…….....

MPUMALANGA LEGISLATURE PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to Legislature bids, contracts and orders; and

(ii) To ensure that clients become familiar with regard to the rights and obligations of all parties involved in doing business with Legislature.

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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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 anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its Legislature 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.

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 record 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 purchase 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 Legislature or an organization acting on behalf of the Legislature.

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 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 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: 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 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, provided there is no disputes.

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, 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

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 any organ of state.

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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

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

26.1 The purchaser may at any time terminate the contract by giving for insolvency 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing
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
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 collected in person or 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
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 Legislature must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National

33.1 The NIP Programme administered by the Legislature of Trade and **Industrial** Industry shall be applicable to all contracts that are subject to the **Participation (NIP)**NIP obligation.

Programme

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- The 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

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

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

POINTS

1.3.1.1 PRICE
……..

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION
……...

Total points for Price and B-BBEE must not exceed 100

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

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

2. DEFINITIONS

2..1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

2.3 "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an Organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less;

2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **"non-firm prices"** means all prices other than "firm" prices;
2.13 **"person"** includes a juristic person;
2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February
2007;

2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.
3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or 90/10

Min
Min
80 1
P
Pt P
Ps or □
Where
Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
B-BBEE Status Level of
Contributor
Number of points
(90/10 system)

B-BBEE Status level of Contributor	Number of Points Claimed (90/10 System)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non Contributor	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE

rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1
7.1 B-BBEE Status Level of Contribution: ……. = …… (Maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING
8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)
8.1.1 If yes, indicate:
(i) What percentage of the contract will be subcontracted? .....……%
(ii) the name of the sub-contractor? ……..
(iii) The B-BBEE status level of the sub-contractor? ……..
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

9.1Nameof company/firm

.....

9.2VAT registration number:

.....

9.3 Company registration number

…….

9.4 TYPE OF COMPANY/ FIRM

 Partnership/Joint Venture / Consortium
 One person business/sole propriety
 Close Corporation
 Company
 (Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
……..
.....
.....…….....
.....……..
.....

9.6 COMPANY CLASSIFICATION

 Manufacturer
 Supplier
 Professional service provider
 Other service providers e.g. transporter etc.
[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify
that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
(i) The information furnished is true and correct;
(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
(a) Disqualify the person from the bidding process;
(b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
(e) Forward the matter for criminal prosecution

WITNESSES:

1. ……

……....

SIGNATURE(S) OF BIDDER(S)

2. ……
DATE: ……..

ADDRESS: …….....
….……
……

SBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] 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.

SBD 9

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

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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[3] 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

…… ……
Position Name of Bidder

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