

ARTSCAPE



an agency of the
Department of Sport, Arts and Culture

ART 01/2022

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE No.	
EMAIL	
National Treasury CSD No. (MAAA.....)	

TOTAL TENDER PRICE Incl. 15% VAT

R.....

Tender Box Stage Door
Closing Date: 04 July 2022
Closing Time: 13:00 PM

A R T S C A P E



COMPREHENSIVE CLEANING SERVICE FOR PERIOD OF 36 MONTHS

ART 01/2022

GENERAL TENDER INFORMATION

COMPULSORY BRIEFING SESSION: N/A
TENDER CLOSING DATE : 04 July 2022 at 13:00pm

TENDER SUBMISSION : Tender Box, Artscape Building 1-10
DF Malan Street, Stage Door, Cape Town

ARTSCAPE



ART 01/2022

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SBD 1
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ARTSCAPE

BID NUMBER: **ART 01/2022**

CLOSING DATE: **04 July 2022** CLOSING TIME: **13:00 PM**

DESCRIPTION: **Comprehensive Cleaning Service for a period of 36 months**

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7.1).

BID DOCUMENTS MAY BE HAND DELIVERED TO:

TENDER BOX, ARTSCAPE BUILDING 1-10, STAGEDOOR, DF MALAN STREET, FORESHORE CAPE TOWN

Bidders should ensure that bids are delivered timeously 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 PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

FACSIMILE NUMBER CODE.....
NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE
POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?
YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

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

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

TOTAL BID PRICE IN WORDS:

.....

PREFACE INFORMATION**1. GENERAL****1.1 Tender Format**

Tender numbering format must be adhered to. Compliance or Non-compliance with detailed information must be indicated per paragraph as per numbering format. If there are additional and/or alternative product options, every option/alternative proposal to an item, must be separately bid for in the form of a separate proposal, with a complete schedule and description. Deviations from specifications and technical brochures must be submitted where applicable. All documents submitted in response to this request for proposals will become the property of Artscape.

1.2 Validity Period

The proposal must remain valid for a period of 150 days.

1.3 Contractual Implications

After awarding the bid, this proposal together with its bidder's terms, conditions and scope of works will constitute a binding contract between Artscape and the successful bidder. The successful bidder will assume total responsibility, regardless of any third party or subcontracting agreements it may enter into. Artscape has the right not to award the tender.

1.4 Awarding of Contract

Proven relevant experience and success, as well as the ability to deliver a reliable, efficient and effective service will be important considerations. By the submission of a proposal, each bidder warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she/it has tendered. Any work performed by a successful bidder will be evaluated against these criteria. The bidder also warrants that the service provided will be of a superior standard, and is unlikely to cause undue difficulties. The bid may be awarded, in part or in full, at the sole discretion of Artscape Theatre Centre, to one or more concerns on a non-exclusive basis.

Proposals / bids that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so may invalidate the proposal. Artscape may request clarification or additional information regarding any aspect of the proposal. The bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. Artscape may also request a demonstration, and bidders must comply with such a request within 24 hours.

1.5 Bid Notice

Bid Number: ART 01/2022

Bid Description: Comprehensive Cleaning Service for period of 36 months.

Name of Institution: Artscape Theatre Centre

Place where goods, to be delivered: Artscape Theatre Centre, DF Malan Street, Foreshore, and Cape Town

Closing Date / Time: 04 July 2022 at 13:00 pm

Enquiries:

Any enquiries regarding the bidding procedure may be directed to:

Natasja Pietersen

Supply Chain Manager

Tel number: 021 410 9835 /9800

Email: natasjap@artscape.co.za

Any enquiries regarding technical information may be directed to

Mr Marius Golding

Tel number: 021 410 9950

Email: mariusg@artscape.co.za

Where bids must be delivered:

Physical Address: Tender Box, Artscape Building 1-10, Stagedoor, DF Malan Street, Foreshore Cape Town

The envelopes must be addressed to:

The Supply Chain Management Artscape and clearly marked "Comprehensive Cleaning Services for Artscape". Bidder must provide two (2) copy of his or her original bid.

Tender No. ART 01/2022 with the Bidder's name below. Bidders are welcome to attend the opening of the bids immediately following the closing of acceptance of bids.

Where bid documents can be obtained:

Website: www.etenders.gov.za

Physical Address: Artscape Theatre Centre, DF Malan Street, Foreshore Cape Town

This bid may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za or Artscape's website at www.artscape.co.za free of charge. Alternatively, this bid documents may be purchased at R250 (non-refundable) [inclusive of VAT] per set for those bidders that require a copy from Artscape rather than downloading from the website. Request for printed bid document must be made in advance prior to collection.

Special Conditions:

Bids received will be evaluated in respect of the evaluation criteria as set out in the bid documentation and the **80/20** scoring principle as provided for in the Preferential Procurement Regulations, 2017. The Bidder must provide proof of registration on National Treasury's Central Supplier Database (CSD) which should reflect that the bidder is an active supplier, is tax compliant and is not a restricted supplier. www.csd.gov.za.

The bidder must complete all documents in full and submit these with the proposal.

2. CHECK LIST

ARTSCAPE SUPPLY CHAIN MANAGEMENT TENDER CHECKLIST

Item	Document Reference	Description	Action to be taken	Checked, Verified & Submitted
1	SBD1	Invitation to tender	To be completed in full	
2		Tax clearance requirements	Submission of a valid original tax clearance certificate	
3	SBD3.1	Pricing schedule – Firm prices	To be completed in full	

4	SBD4	Declaration of Interest	To be completed in full	
5	SBD6.1	Preference point claim form	To be completed in full	
6	SBD8	Declaration of bidders past Supply Chain Management Practices	To be completed in full	
7	SBD9	Certificate of Independent Bid Determination	To be completed in full	
8	TOR	Terms of reference/Specifications	To be read and applied	
9		Registered on the National Treasury Central Suppliers Database (CSD)	Provide the CSD Supplier Number starting with MAAA_____	
10	GCC	General conditions of Contract	Initial each page	
11		B-BBEE status level verification certificate	Submit a valid original B-BBEE certificate or a certified copy of a B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS View additional notes below : Note 1	
		Company Profile	To be submitted with Bid Invitation	
12		Proposal and Price NB. Technical Threshold – 70%	To be compiled and submitted in line with requirements of the Terms of Reference	
13		Standard Bid Documents (SBDs)	1 Original and one (1)copy	

Additional Notes:

1. Broad Based Black Economic Empowerment (B-BBEE) rating level 3 or better to be submitted.
 - a) Trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
 - b). Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

2. Checklist to be completed and attached to the proposal
3. Incomplete documents will be regarded as non-responsive
4. All forms to be completed in black ink
5. No correction fluid to be used in the document, changes should be made by drawing a line through the incorrect information, and initialing the change
6. No late quotations / bids will be accepted
7. Artscape reserves the right to award or not award the bid, or to partially award.

SIGNATURE(S) OF BIDDER(S) (DULY AUTHORISED)

.....

.....

NAME:

TITLE:

DATE:

Artscape invites suitably qualified and experienced service providers to provide a comprehensive cleaning service to Artscape for a period of 36 months commencing from **01 September 2022 until 31 August 2025**.

3.2 INTRODUCTION

Artscape manages the Artscape Theatre Centre, a complex which belongs to the Provincial Government of the Western Cape. Artscape is a facilitator of stage performances, community arts activities, training programmes as well as audience development initiatives to sustain all forms of performing arts.

3.2.1 Artscape's Key Mandate is as Follows:

- Artscape was declared a Cultural Institution in terms of Section 3 of the Cultural Institutions Act, Act 119 of 1998.
- Artscape is listed as a schedule 3A (National Institute) under the Public Finance Management Act, Act 1 of 1999.
- Artscape's objectives were gazetted in the Government Gazette number 25242, 1 August 2003.

TERMS OF REFERENCE

3.3 SCOPE OF WORK

Preamble

Artscape intends contracting a reputable and experienced Service Provider to take overall responsibility of Cleaning Services at the Artscape Theatre Centre premises in Cape Town and Décor Studio in Epping, Cape Town. The Service Provider is required to provide all required equipment; SABS approved chemicals, uniforms, staff and anything else necessary to deliver on the mandate of the cleaning contract. You are invited to submit a bid as per the scope of works outlined in this document.

Background to Artscape

Artscape is a facilitator of stage performances, community arts activities, training programmes, as well as audience development activities to sustain all forms of the performing arts.

The performance areas of the Complex consist of the 1487-seater "Opera House", the 540-seater "Theatre" and the 139-seater "Arena Theatre. It is home to community arts programmes and houses the major independent performing arts companies in the Western Cape including Cape Town Opera, Cape Philharmonic Orchestra, Jazzart Contemporary Dance Company, Cape Town City Ballet, and Unmute Dance Company, most of which have their offices within the complex. In addition, Fine Music Radio has their broadcasting station within the Theatre Centre and the restaurant and bar facilities are franchised to Fedics.

In terms of the Cultural Institutions Act, 1998, Artscape's role is clearly defined as an institution to advance, promote, and preserve the performing arts in South Africa, predominantly in the Western Cape.

The theatre complex comprises two major wings, the "opera" and "theatre" wings, five floors high. The building houses the theatre venues described above, offices, rehearsal rooms, store rooms, maintenance workshops, staff restaurant, large foyer spaces, public restaurant, conference rooms and Fine Music Radio Studios.

1. SCOPE OF WORKS

The successful service provider must focus on the provision of cleaning services in line with commercial best practice. In particular without limiting the generality of the foregoing, the appointee will be responsible and must be required to attend to:

The specifications / frequency schedules / attached appendixes/sections provide an indication of the areas and buildings to be serviced for cleaning purposes as well as the a guideline to minimum requirements and may be adjusted to ensure better service delivery and end user's requests. Notwithstanding the foregoing all areas with a higher traffic will be expected to be serviced more frequently in order to meet minimum standards. Minimum standards will be considered to be at least the highest standard set for the cleaning industry.

The service provider will provide a scheduled and reactive (for specific functions or incidents) cleaning service to all areas of the building in accordance with the negotiated access times to specific areas and with the provision of the specification and the Service Standards, which must include but not limited to:

- Routine Cleaning Services
- Specialist cleaning services
- Submission of a register outlining the name of the cleaning product, the quantity used and the tasks the chemicals was used for must be provided on a quarterly basis;
- Waste removal, from the point source of waste generation, to the central point on site.
- Use of techniques that utilises minimal amounts of cleaning chemicals, water, electricity and generates less dust.
- Submission of all training records of the cleaning staff quarterly
- The supervisor should regularly inspect and report on all health and safety;
- Window cleaning to accessible and unreachable height;
- Control of all consumables including toilet paper and keep records of daily use
- Provision and control of all cleaning staff, cleaning materials and cleaning equipment.

These are not certified to be fully comprehensive and are only guidelines. The Service Provider must acquaint himself/herself as to the exact situation, boundaries and areas, as well as the diversity of the various groups and buildings. Service Providers must make ample time available to go on a comprehensive walkabout through the buildings to avoid any possible underestimation of the workload and to fully familiarize themselves with the total layout area, requirements and complexities of each of the buildings, during the contracting period, for all aspects of the service, they are bidding on.

No additions to the tender will be allowed, after the bid is submitted, for any unforeseen costs by the Service Provider during the bidding stage.

2. WORKING HOURS

2.1. Besides the normal 8am to 5pm work schedule, most shows at Artscape Theatre takes place at night and sufficient cleaning staff is required to ensure the Front of House which includes the foyers and toilets and theatres are clean at all times.

- 2.2. There are three Theatres and function venues of varying sizes and they can accommodate from crowds of 100 to in excess of 2000 people on any given night therefore keeping these areas cleaned is vital. The cleaning staff work schedule and number of cleaning staff must be in line with Artscape's performance schedule.
- 2.3. The cleaning staff changeover in work shifts from day to afternoon must ensure that sufficient cleaners are on duty to maintain and provide cleaning services. There should not be a gap when no cleaners are available in the changeover. Particularly at weekends when there are afternoon as well as evening shows. Cleaners must be on duty to clean a venue including the foyers and toilets to have it ready for the next performance.

3. CLEANING SERVICE SPECIFICATIONS

- 3.1. The specifications and frequency schedules below, serve as a general concept for all areas and as a guideline to minimum requirements, but may be adjusted in accordance with Artscape's requests, mutual agreements or to ensure a better service. Areas with a higher traffic should be serviced more frequent in order to ensure and **"always neat"** appearance. Furthermore, it must be noted that the minimum requirements will be at least the highest standard set for the cleaning industry. In general it is accepted, as far as corporate images are concerned, that the Service Provider will take just as much pride in the neat appearance of the building as Artscape does.
- 3.2. Where in these instructions reference is made to daily this generally means a 7 (seven)-day week – including public holidays and on 8 hours per day.

3.3. Service Provider's Responsibilities

Routine cleaning service refers to:

- General vacuuming, dusting and wiping of all surfaces:
- Collection of general waste (recyclable and non-recyclable) and removal to onsite central place / skip;
- Cleaning of accessible internal and external windows and glass doors windows up to ALL floor levels.
- The Service Provider must ensure that routine and Artscape processes and all business areas are not adversely affected by the cleaning service.

- 3.3.1. The Service Provider must comply with the standards laid down by Artscape.
- 3.3.2. The Service Provider must ensure safe working practices are followed in public areas, corridors and stairwells
- 3.3.3. Appropriate signage is used for warnings of wet floors, etc.
- 3.3.4. All equipment complies with the relevant SABS Specifications and code of practice.
- 3.3.5. The cleaning supervisor must have daily consultations with the Artscape representative and be in attendance at important events and at opening nights to ensure smooth operation.
- 3.3.6. The Service Provider may be required to provide additional cleaner(s) to carry out extra cleaning works from time to time. Additional payments will be made by Artscape. The Service Provider must quote the charge rate of such additional cleaner(s).
- 3.3.7. The Service Provider must be responsible for the efficient performance of the contract and for the good conduct of his/her employees whenever they carry out cleaning works in the Building. The Service Provider must maintain a sufficient number of cleaning staff at all specific times to properly fulfil his obligations under this contract. The Service Provider's employees

must be properly supervised at all times by a supervisor employed for this purpose by the Service Provider. The Service Provider must provide clean and tidy uniforms for all his employees. Uniform must be worn by all employees who are engaged to carry out the works under this contract.

3.3.8. All cleaners should be observant, keen, alert, efficient, willing and pleasant. Adequate training for the cleaners must be provided by the Supervisor to guarantee a high cleaning standard.

3.3.9. The Service Provider must provide all necessary machinery, tools and materials for the proper execution of the work. Such machinery and materials must be of a high standard and suitable for use in the building. The service provider(s) is/are required to provide all required equipment; SABS approved chemicals, uniforms and anything else necessary to deliver on the mandate of the cleaning contract.

3.3.10. Cleaning procedures and schedules are in place and up to date.

3.3.11. The Service provider must purchase and use environmentally sensitive cleaning products.

3.3.12. Cleaning equipment is clearly defined for specific use.

3.3.13. Cleaning equipment is correctly stored.

3.3.14. All cleaning material must at any time be working for the provision of the Cleaning Services are supplied and issued to staff.

3.3.15. Cleaning materials used in a safe and proper manner, in compliance with current Health and Safety Regulations.

3.3.16. Carry out good environmental practices in carrying out the works for conserving the global & local environment.

3.3.17. Cleaning materials are selected and used so as to not cause damage to surfaces.

3.3.18. Hard floors are free from dust, debris, removable soil, stains and build-up, and have a uniform light reflective finish.

3.3.19. Furniture, fixtures and fittings are free from dust, removable soiled, smears, spots and spillages.

3.3.20. Paintwork, walls and doors are free from dust, removable stains, grease, smears, spots and spillages.

3.3.21. Sanitary wear is free of dust, removable soil and stains on inside and outside surfaces. Taps, overflows, outlets, chain and plug are free from grease, scum, debris and deposits.

3.3.22. Windows, internal glass, panels and partitions are free from dust, grease streaks, smears, spots, splashes, marks and sticky deposits to their full height.

3.3.23. Venetian / vertical and roller blinds are free from dust, grease, streaks, smears, spots and splashes.

3.3.24. Lift doors and runner are free from dust, grease, streaks, smears, spots and splashes and debris.

3.3.25. Telephones are free from dust, grease, smears and steaks and are disinfected on a daily basis.

3.3.26. The Service Provider must submit monthly reports that includes environmental performance (reports that outline the quantities of chemicals used including polishes and detergents), disposable of chemical containers, amount and type of waste generated during cleaning, health and safety, quality, service level agreements and employee engagements.

3.3.27. Records of regular equipment maintenance must be submitted every year.

4. Areas to be serviced:

4.1. All Foyers and Corridors, Bars, Lifts, Offices (including tenant offices), Rehearsal Rooms, Opera House auditorium, Theatre auditorium, Arena auditorium, Toilets/Washrooms, Dressing Rooms, Function Rooms, Production Wardrobe, Fitting Rooms, Wardrobe, Fire Escapes and Staircases, Piazza, Tunnel, Car Park, ArtsCafe (restaurant) , Arts Live (Cafeteria), Fine Music Radio Station (FMR).

Days on which services must be provided:

Monday to Sunday (including Public Holidays)

4.2. Décor Studio – Epping

(Only Administration block including offices, reception area, rest room and ablutions. One cleaner required)

Days on which services must be provided

Monday to Friday (3 days per week)

5. HYGIENE REQUIREMENTS:

The following equipment will be rented together on the cleaning contract and Artscape would need the pricing for this. Artscape does not want to purchase these items out right. These numbers are not absolute and can vary once the bid is awarded.

Description	Totals
Sanitary bins	113
Sanitary (Courtesy) bag dispenser	63
Courtesy bag dispenser stainless steel	25
Toilet paper dispenser	167
Safe seat dispenser	49
Air mist dispenser	56
Soap dispensers	121
Seat spray Stainless Steel	35
Wall bins	58

6. INJURY TO PERSONS

The Service Provider must be solely liable for and must indemnify Artscape in respect of any liability, loss, claim or proceeding whatsoever, arising under any legislation or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the work whether or not due to his negligence and must effect adequate insurance cover in respect of such risks and must furnish Artscape with a copy of the insurance policy.

7. DAMAGE TO PROPERTY

- The Service Provider must be liable for and must indemnify Artscape against any liability, loss, claim or proceedings in respect of any damage to any property whatsoever arising out of or in course of his negligence and must effect adequate insurance cover in respect of such risks and must furnish Artscape with a copy of the insurance policy,
- If there are any act, omission or neglect of the Service Provider, his agents, servants, workmen or others, or of any sub-contractor employed by him/her, cause or suffer any damage to any property whatsoever in the execution of any works under this Contract, such damage may be made good by the Manager at the cost of the Contractor and the Contractor must on demand pay the damages to the Manager.

8. INJURY TO STAFF

- Artscape is not be liable for or in respect of any damage or compensation under the relevant legislation, or at common Law in consequence of any accident or injury to any workman or other person whether in the employment of the Service Provider or any sub-contractor and the Service Provider must indemnify and keep indemnified Artscape against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- The Service Provider must take out adequate insurance against all liability to pay demands of compensation as aforesaid in respect of all workmen and other persons who may be employed to carry out the works and must furnish Artscape with a copy of the insurance policy.
- If the Service Provider must fail to effect and keep in force the insurance as mentioned above, then and in any such case Artscape may effect and keep in force such insurance and pay such premium or premiums as may become due and recover the same as a debt from the Contractor.
- In the event of any workman or other person employed in the works or in connection with the Contract whether in the employment of the Service Provider or a sub-contractor suffering any personal injury and whether there is a claim or compensation or not, the Service Provider must without delay give notice in writing of such personal injury to Artscape.

9. ENGAGEMENT OF SPECIALIZED CLEANING SERVICES

The Service Provider must engage the service of specialized companies for the following:

- **Foyer carpet cleaning.**
 1. The carpets installed in the main Foyers including the chandelier foyer, Theatre Upper and Lower foyers, was specifically designed and manufactured for Artscape by Milliken and is of high grade “hospitality” type, is modular in installation and is approximately **3275** meters square in extent. The Milliken carpet has been installed for approximately three (3) years and requires the highest standard of cleaning / restoration.

It is required that the carpet be maintained, serviced as well as managed in accordance with the manufactures requirements and warrantee to maintain condition, appearance and uniformity.

In order for Artscape to maintain the warranty of the carpet, it is recommended by the installer that only authorised cleaning service providers be used.

- **Window cleaning**

The windows are to be cleaned every quarter. A separate quote would be required.

- **Outside surfaces** (Piazza Paving slabs, etc.)

The paving are to be cleaned twice per year. A separate quote would be required.

10. CLEANING METHODS SPECIFICATIONS

The specific methods to be employed by the Service Provider for cleaning certain areas and surfaces are listed below. These methods to be employed by the Service Provider, are designed to ensure that regular maintenance is carried out at the highest quality and to maintain the warranty of items.

10.1. Mosaic Tiles

Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water – remove all excessive water from surface with clean cloth. An approved water emulsion polish may be applied to mosaic tile walls and dados where a highly polished finish is desirable.

N.B. – Avoid unsafe cleaners that will eat away the concrete grouting surrounding the tiles.

10.2. Terrazzo

Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water – remove all excessive water from surface with clean cloth. An approved water emulsion polish may be applied to mosaic tile walls and dados where a highly polished finish is desirable.

N.B. – Avoid unsafe cleaners, acids or other corrosive liquids that may eat the concrete matrix away from the marble chips.

10.3. White or Coloured Rubbed Granite

Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water and remove all excessive water with clean cloth.

N.B. – Avoid the use of metal brushes or wire wool.

10.4. Marble

Porosity and Staining

Highly polished marble is comparatively non-porous whilst marble that has weathered, been abraded, or finished more roughly is more porous. Sealing the marble offers the best line of defense, however most sealers suitable for the marble are not impervious, meaning that they do not stop the staining process, they are there to retard it (slow down). Therefore, it is always important with natural stone to clean up a spill or mess as soon as possible.

- Regular dry vacuuming is a must. Always dry vacuum or sweep before doing a wet clean to remove as much debris as possible before mopping.
- For mopping microfiber mops with warm water (de-ionised or distilled would be the absolute best, but not always possible, as local water may contain chlorine, salts, magnesium, potassium and other minerals). Mix in appropriate detergent measured out in correct ratio.
- It is important to change water as soon as it becomes murky, as continuing past this point is simply starting to work dirt into the marble and grout.
- Keep the head of the mop clean, and store it “head up” (upside down) to avoid getting sand and grit caught in it.
- The detergent used will tend to leave a slightly sticky residue on the floor if not rinsed properly, causing quicker recontamination of the floor. So rinse the floor with the same mopping procedure using clean water only.

- Blot or dab spills with a paper towel rather than wipe.
- Sweeping mopping, dust mopping or vacuuming must be done with the grain of the marble and avoid pushing around bug build-ups of sand with the broom or microfiber mop.

N.B. – Avoid the use of acid which is harmful to marble.

10.5. Thermo-Plastic (asphalt or Vinyl) Tiles

Sweep clean of all dust – wash with a weak solution of approved liquid detergent, wash down thoroughly with clean water and dry with clean cloth. Apply a thin film of water emulsion Polymer type polish which is self-polishing and dries with a bright surface in about 20 minutes. After repeated applications of polish, a “build-up” old polish may occur – this may be removed by the use of an approved concentrated detergent cleanser of the appropriate type of stripping agent.

10.6. Quarry Tiles

Sweep clean of all dust – scrub with an approved liquid detergent solution - wash down thoroughly with clean water and dry thoroughly with clean cloth. If a dust free surface is required a coat of spirit solvent wax can be applied. Allow to dry out and when thoroughly dried buff to a brilliant finish preferably with a suitable polishing machine. Do not use pigmented polishes without prior consent from Artscape.

10.7. Mazista Tiles

- For daily cleaning clean with Tile & Floor Care Quick Clean
- Heavy duty dirt and grime – use Tile & Floor Care Easy Clean diluted with water to the correct strength to remove dirt and grime:
 - 1-50 mild cleaning
 - 1-20 for medium dirt
 - 1-10 for heavy dirt
- Always rinse with fresh clean water after cleaning with Easy Clean

N.B. - If spillage occurs, then clean up as soon as possible. If staining occurs, contact Tile & Floor Care on 011 450 1774

10.8. Glazed Tiles

Brush clean of all dust – scrub with an approved liquid detergent solution – wash down thoroughly with clean water and dry thoroughly with clean cloth.

N.B. – Each operator should clean, rinse and dry an area of about 1m² at one time. This allows time to rinse before the cleaning solution has had time to dry and cause streaks.

10.9. Linoleum

As for Thermo-Plastic Tiles.

N.B. – High quality paste wax and spirit solvent wax can be used if traffic conditions are heavy. They should be applied generously, allowed to dry thoroughly and then buffed to a brilliant finish using a suitable polishing machine.

10.10. Rubber Flooring

Before waxing it is essential that the surface should be perfectly clean. When cleaning rubber flooring it is essential to avoid excessive use of water as this might creep between the joints of the flooring and affect the adhesion of the rubber to the sub-floor. The best method of cleaning of the rubber floor is by means of a paste cleanser applied with a damp cloth. Thorough rinsing is essential, again a minimum amount of water should be used and the floor dried thoroughly with a clean cloth. Good quality bar or liquid soap can also be used but soft soaps with high alkalinity, liquids containing essential oils (e.g. turpentine and pine oil) and coarse abrasives should be avoided.

When clean, the floor should be treated with an approved water emulsion Polymer type polish, which should be allowed to dry thoroughly before traffic is allowed to pass over it.

N.B. – Solvent based waxes should not be used on rubber floors. White spirit and other solvents such as petrol, benzene and paraffin attack rubber flooring causing it to become soft and sticky and “bleeding” of colours may occur.

10.11. Painted Surface (Oil)

Flat finish:

Remove all surface dust with a soft brush, wipe down with damp cloth containing weak approved detergent solution. Wipe down with a clean damp cloth. Persistent stains may be removed by the sparing use of a fine abrasive paste or powder.

High gloss finishes:

As above, but do not use any form of abrasive to remove stains. The use of washing soda or any other highly alkaline material should also be avoided. For a superior finish a high quality paste wax can be applied and buffed to the required finishes.

10.12. Stainless Steel

To maintain the original bright and clean appearance, accumulation of deposit from the atmosphere must be prevented. It is important to first of all remove dust from the surface, then rinse and wipe product dry. Frequent careful washing with soap (Sunlight Liquid) and water will maintain appearance indefinitely. In the event of a build-up of encrustation on the product surface, they should be removed by the careful use of a wooden spatula. The use of a steel spatula could scratch or damage the product surface. To avoid scratching the surface of products having a satin finish, it is important that they are cleaned in the same direction as the satin lies

N.B. – Abrasive pates, scouring pads, acidic solutions, etc., should not be applied to any hardware as it will damage the product surface.

In line with technical specifications, the use of substances that could mark or cause corrosion of the steel should absolutely be avoided are namely: Hydrochloric Acid (*all the concentrations*), Hydrofluoric Acid (*all the concentrations*), Muriatic Acid (*commercial use*) and Bleach.

10.13. Bronze Finishes

- Bright bronze must be kept free from dust during the process of toning down, so that the atmosphere may act on it evenly until the required colour is obtained. This action must then be checked and the surface preserved by building up on it (by frequent applications of wax polish) a coating of hard wax, impervious to moisture and easily polished.

- Chemically toned bronze requires the action of the atmosphere for a short time after fixing to “see” it to its permanent shade, during which it should be kept free from dust by occasionally cleaning with a little petrol. After which the surface should be protected in the same way as natural toned bronze.

N.B. – The usual kinds of metal polish, and oil such as paraffin, should on no account be used. An approved natural wax may be used, apply with a cloth pad, allow to dry out and when thoroughly dry, buff to a brilliant finish.

10.14. Aluminum

Thoroughly wash down with water containing non-alkaline soap or detergent and dry thoroughly with clean cloth. Accumulated dirt may be removed by the use of nylon pad. Occasional application of a wax polish may preserve an attractive appearance.

N.B. – Avoid the use of abrasive and steel wool.

10.15. Chrome Finishes

Chrome finishes rarely require anything more than a rub down with a soft cloth, but to prevent pitting such finishes may be cleaned once a month with chrome cleaners.

10.16. Cast Acrylic Perspex (Perspex)

Light fresh stains:

Damp cloth: soft, clean (wet or dry): sponge etc. for wet cleaning with absorbent cloths, dry off.

Normal stains, prolonged exposure

- Clean hot water, clean cloth or rag, soft sponge or brush (e.g. nylon brush) standard household cleaning products without abrasive substances, also washing powder (in particular heavy-duty detergent), soft soap or curd soap. Leave the cleaning product over the stain to take effect (according to degree of stain), then wash off several times with clean water. Completely remove the cleaning product to prevent the build-up of smears. Using an absorbent clean cloth (preferably a paper towel), dry the surface area, change the cloth regularly.
- Avoid scratches – use plastic edges or wooden spatula, take off the rest using blotting paper.

N.B. – Streaks will usually emerge as a result of washing with organic solvents when using cold water and multiple cloths. In order to keep the cleaning process shade and streak free, it is recommended that after washing off with warm water, the area is dried using standard household paper towels.

Do not use coarse or abrasive cleaning products (scouring powder, scrubbing sponge, steel wool). Do not use polish, wax, furniture cleaner and bleach. Do not use any cleaning product that contains strong acid or strong acid salts, e.g. limescale remover from formic acid basis and amidosulphonic-acid, drain cleaner, hydrochloric acid, silver polish, oven cleaner.

10.17. Compact Density Fiber Board

Light fresh stains

- Damp cloth: soft, clean cloth: cleaning with absorbent cloths, dry off

Normal stains, prolonged exposure

- Clean cloth or rag, soft sponge or brush (e.g. nylon brush) standard household cleaning products without abrasive substances, also washing powder (in particular heavy-duty detergent), soft soap or curd soap. Leave the cleaning

product over the stain to take effect (according to degree of stain), then wash off several times with clean water. Completely remove the cleaning product to prevent the build-up of smears. Using an absorbent clean cloth (preferably a paper towel), dry the surface area, change the cloth regularly.

- Avoid scratches – use plastic edges or wooden spatula, take off the rest using blotting paper.

N.B. – Streaks will usually emerge as a result of washing with organic solvents when using cold water and multiple cloths. In order to keep the cleaning process shade and streak free, it is recommended that after washing off with warm water, the area is dried using standard household paper towels.

Do not use coarse or abrasive cleaning products (scouring powder, scrubbing sponge, steel wool). Do not use polish, wax, furniture cleaner and bleach. Do not use any cleaning product that contains strong acid or strong acid salts, e.g. limescale remover from formic acid basis and amidosulphonic-acid, drain cleaner, hydrochloric acid, sliver polish, oven cleaner.

10.18. Compact High-Pressure Laminate

Light fresh stains

- Damp cloth: soft, clean cloth (wet or dry); sponge etc. for wet cleaning with absorbent cloths, dry off.

Normal stains, prolonged exposure

- Clean hot water, clean cloth or rag, soft sponge or brush (e.g. nylon brush) standard household cleaning products without abrasive substances, also washing powder (in particular heavy-duty detergent), soft soap or curd soap. Leave the cleaning product over the stain to take effect (according to degree of stain), then wash off several times with clean water. Completely remove the cleaning product to prevent the build-up of smears. Using an absorbent clean cloth (preferably a paper towel), dry the surface area, change the cloth regularly.
- Avoid scratches – use plastic edges or wooden spatula, take off the rest using blotting paper.

N.B. – Streaks will usually emerge as a result of washing with organic solvents when using cold water and multiple cloths. In order to keep the cleaning process shade and streak free, it is recommended that after washing off with warm water, the area is dried using standard household paper towels.

Do not use coarse or abrasive cleaning products (scouring powder, scrubbing sponge, steel wool). Do not use polish, wax, furniture cleaner and bleach. Do not use any cleaning product that contains strong acid or strong acid salts, e.g. limescale remover from formic acid basis and amidosulphonic-acid, drain cleaner, hydrochloric acid, sliver polish, oven cleaner.

10.19. Carpet Cleaning (Milliken Carpet)

2. The Milliken Carpet has been installed for approximately three (3) and requires the highest standard of cleaning restoration. The carpeting in the foyers is of high grade “hospitality” type and is modular in installation. The carpets are approximately 3275 meters square in extent.

It is required that the carpet be maintained, serviced as well as managed in accordance with the manufacturers requirements and warrantee to maintain condition, appearance and uniformity. These properties include but are not limited to:

- Face fibre wear will not loosen
- Backing of carpet will not de-laminate
- Edges will not ravel or zipper

- Tuft bind integrity will be maintained
- Old adhesive will not re-activate
- Antistatic properties will not generate shock greater than 3.5KV
- Cushion resilience retain cushion
- Dimensional stability retain stability
- Moisture resistance resist penetration
- Heavy wheeled traffic will not buckle or shift

It is advised that this entails the utilization of special upright vacuum / brushing combination, dry polymer method of cleaning, edge management, tile rotation, spot removal, entry barrier cleaning, and disaster recovery at no extra cost (go team available) as well as provision of the necessary cleaning medium, fluids and equipment.

10.19.1. Carpet maintenance program

- Barrier or regular assessment – prevention/minimization of soils trafficked into the building
 - Daily or regular vacuuming as per schedule with upright beater brush vacuum cleaners. (Especially the high traffic entrance ways and all transitions from hard to soft floor)
 - Pile brushing must be carried out to supplement routine vacuuming. Pile brushing must be carried out using certified pile brush, that is self-levelling, reversible and nylon tufted. The frequency of pile brushing should be:
 - Weekly in high traffic areas
 - Monthly in medium traffic areas and
 - Quarterly in low traffic areas
 - Spot, spill and stain removal must be carried out on a daily basis using specialized non re-soiling chemistry,
 - The deep cleaning of the carpet process using an upright beater extraction vacuum. The Dry-method (which can be walked on during cleaning activities, and may be conducted either during or after normal working hours) would generally be used.
 - Carpet Restoration. The restoration activity, incorporating meticulous procedures, is required annually to allow the carpeted areas to present themselves in the best condition.
- a. Rotary Brush Method – Dry vacuum the area first, then shampoo carpeting carefully with a good quality appropriately diluted liquid shampoo & to comply with the manufacturer's instructions for operating the rotary machine. Use wet vacuum immediately to remove excessive water and slurry. After shampooing brush the carpet pile in the direction with a carpet pile brush and warn users not to walk on the carpet until it is completely dry. As a final operation, dry vacuum on the following day to remove any loose fluff and lint loosened by the refinishing process.

- b. Dry Foam Method – Use a pile-lifting machine to run over the area first. A fully automatic dry-foam machine which converts the liquid shampoo & into a foaming fluffy solution will be operated lay the fluffy solution scrub with brushes in one pass and in one direction and (iii) immediately suck up the slurry.
3. *The carpet maintenance program will ensure that the Carpets in the main foyers and related areas at Artscape are professionally managed to ensure, better-looking, longer lasting carpets and a healthier working environment.*

10.19.2. Specific Maintenance Requirements prohibits / exclude amongst other:

- Use of Chlorinated or any other solvent based cleaning agents
- Inappropriate maintenance methods
- Use of spin bonnet/pad circular brush cleaning
- Non-SABS (or equivalent) approved products

NB! Vacuuming is the most important part of the total preventative maintenance program. Ineffective equipment or procedures will accelerate the appearance loss of the carpet by allowing dirt and grit to penetrate the pile surface.

A commercial upright vacuum with a beater brush is recommended for vacuuming all carpets. Vacuums should be emptied and inspected after every use. Particular attention should be paid to the condition of the brushes. Also make sure that there are no material obstructing the air-flow channel.

It is noted that, in the unlikely incident that damage is caused to the carpeting, this will be replaced at the cost of the successful Service Provider. The replacement cost is estimated at R5 850 000.

10.20. Belgotex carpet

It is required that the carpet be maintained, serviced as well as managed in accordance with the manufacturers requirements and warrantee to maintain condition, appearance and uniformity.

- Vacuuming

Regular Daily vacuuming is the most important component of the carpet maintenance. It is the primary means of removing dry soil, the basis of effective soiling control.

- Professional Cleaning

It is recommended that professional cleaning should occur on a regular basis. The frequency of cleaning will depend on the level of traffic and the nature of soiling

- Stain removal

Prompt action is important to prevent spillage from penetrating pile fibres and becoming permanent. It is advisable to have spot and stain removal products and equipment on hand for immediate use.

If the nature of spills is unknown, start with clean warm and with cloth to remove for spillage, if stains persists, a specialized spot cleaning product should be used.

Step 1

- Remove any spillage immediately
- Solids should be removed by scrapping towards the centre of the stain with a spoon or pallets knife, preventing the substances from spreading, do not damage the fibre.
- Liquids should be blotted up thoroughly using white tissues or paper towel, pressing it down into the carpeting.

- Determine exactly what has been spilled if possible
- Take note of the accompanying stain removal chart and apply the appropriate cleaning method
- Work the stain from the edge inwards to prevent it spreading
- Blot the carpet, do not rub
- Rinse the treated area with clean water afterwards and avoid walking on the damp spot, as this can result quick re-soiling.

Stain removal procedure chart

Stain	Method	Stain	Method
Beetroot	1	Jam	1
Betadine	1	Marjer pen	2
Blood	1	Machine oil	2
Butter	1	Mercurochrome	1
Chocolate	1	Milk	1
Chocolate sauce	1	Mud	1
Coffee	1	Mustard	1
Concentrated juice	1	Peanut butter	1
Cooldrink	1	Rust	1
Cooking oil	2	Salad dressing	1
Curry paste	1	Shoe polish	2
Food colouring	1	Spaghetti sauce	1
Grape juice	1	Tea	1
Grease	2	Tomato sauce	1
Gravy	1	Vinegar	1
Hot chocolate	1	Wax crayons	1

What stain it is

PLEASE NOTE: The procedures outlines in this guide could damage carpets that are not made from Stainproof Miricle Fibre, Stainproof Eco Fibre and Stainproof SDX. Before trying these cleaning methods on any carpet please ensure that it is a genuine Stainproof Miricle Fibre, Stainproof Eco Fibre and Stainproof SDX carpet from Belgotex floors.

Removal method 1 – Bleach and water

- Mix a fresh solution of 50 % clear household bleach in a spray bottle.

NOTE: Use only clear, pure household bleach containing no additives. Perfumed bleach can be used

- Remove as much of the stain as possible by blotting or scrapping up

- Spray the solution directly onto carpet. DO NOT OVER-WET
- Blot carpet surface, working from the outside of the stain to the centre. Repeat until the stain disappears.
- Spray with clean water and blot until all bleach is removed
- To absorb any remaining moisture, use folded white paper towels weighted down with a heavy non-staining object.
- When completely dry, vacuum to restore pile texture.

Removal method 2 – Pure Acetone

(Available at pharmacies)

- Remove as much of the stain as possible by blotting or scrapping up
- Apply small amount of pure acetone to a white cloth and work in gently. DO NOT OVER-WET
- Blot carpet surface, working from the outside of the stain to the centre. Repeat until the stain disappears.
- To absorb any remaining moisture, use folded white paper towels weighted down with a heavy non-staining object.
- When completely dry, vacuum to restore pile texture.

10.21. Entrance matting

It is required that the entrance matting be maintained, serviced as well as managed in accordance with the manufacturers requirements and warrantee to maintain condition, appearance.

- Vacuuming

Regular vacuuming with a sufficiently powerful vacuum cleaner and brush to maintain the condition of the mat.

- Stain removal

Stains should be removed immediately (before it dries) with neutral stain remover. Chewing gum can be removed with ice by turning the gum to a solid and then removing it with a knife or scraper.

Cleaning guide

Stain	Treatment
Asphalt / Tar	Mentholated or solvent remover followed by a dry foam carpet shampoo or hot water extraction
Blood	Apply cold water first, then a strong solution (1 teaspoon in half pint of water) of biological washing powder in cold water, if stain persists. (Enzymes will digest majority of the stain)
Candle wax	Scrape off, apply solvent spot remover followed by dry foam carpet shampoo
Chewing gum	Apply freeze spray chewing gum remover, scrape the residue, then carpet shampoo
Chocolate	Cold water followed by dry foam carpet shampoo
Coffee, cocoa or drinking chocolate	Wash immediately with cold or warm mild detergent solution, followed by solvent spot remover to remove residual fat.
Cigarette burns	Scrape off immediately using a sharp short bladed knife, then treat with a lukewarm mild detergent solution. In the case of a severe burn on COBA carpets, a leather punch one and a half diameter) can be used to cut out the burn and then the area filled by a circle from the carpet remnants.

Excrement	Mild detergent solution
Fat, oil or grease	Solvent spot remover followed by mild detergent solution
Fatty food	Lukewarm washing powder solution (1 teaspoon in half pint of warm water), if stain persists after drying, solvent spot remover can be used.
Ink	First water than solvent spot remover
Nail Varnish	Acetone (not nail varnish remover)
Red wine	Apply cold water first, then solution or baking powder (1 teaspoon in half pint of water) of washing powder in cold water
Urine	Diluted white vinegar solution (acetic acid) followed by mild detergent solution. For old stains consult a professional cleaner
Vomit	Mild detergent solution then treat with diluted protein spot remover

11. CLEANING SCHEDULE OF SERVICE

The following table outlines the minimum requirements in terms of cleaning service and the frequency and can be adapted to accommodate changes in circumstances. This information will be used in the development of the Service Level Agreement.

- Daily refers to a minimum of once per day
- Weekly refers to a minimum of once per week
- Monthly refers to a minimum of once or twice per month
- Quarterly refers to a minimum of once per quarter.

Description of Service		Frequency
		Daily
11.1. Floors a. Marble floors	1. Dry vacuum / sweep before doing a wet clean. Keep the head of the mop clean and store it "head up" to avoid getting sand and grit caught in it.	Daily
	2. Sweep, dust mop or vacuum going with the grain of the marble.	Daily
	3. Blot or dab spills with paper towel rather than wipe. NB! Avoid the use of acid which is harmful to marble	As required
b. Vinyl or linoleum floors	1. Sweep with a chemically impregnated mop to remove dust and loose dirt.(high traffic areas)	Once
	2. Mop floors	Daily
	3. Wash floors	Weekly
	4. Machine buff	Weekly
	5. Clean spillages	As required

	NB! After repeated applications of polish, a “build-up” of old polish may occur – this may be removed by the use of approved concentrated detergent cleanser of the appropriate type of stripping agent.	
c. Carpet cleaning (Foyer carpets)	<p><u>Vacuuming</u> The vacuum should make a minimum of three passes in all high traffic areas.</p> <p><u>Spot cleaning - Clean spots immediately on a daily basis.</u></p> <ol style="list-style-type: none"> 1. Remove as much excess material as possible prior to spot removal. Blot up liquids with a clean white terry cloth, vacuum up soil and gently scrap up encrusted material. 2. Spray Capture Pre-mist onto a clean, white terry cloth towel and work in gently. Do not scrub. Blot, absorbing as much of the spot into the towel as possible. Work from the outside edge of the spot into the center to prevent spreading. 3. Apply Capture dry carpet cleaner to the spot. Gently agitate with a brush, wait 30 minutes and vacuum. 	<p>Daily</p> <p>As required</p>
d. Carpets (Corridors offices and function rooms)	<ol style="list-style-type: none"> 1. Vacuum all carpets Thorough vacuuming as follows: <ul style="list-style-type: none"> • High traffic like passages • Offices and function rooms 	Daily
	<ol style="list-style-type: none"> 2. Clean all spots immediately on a daily basis. There should be guarded against the use of cleaning agents that could damage or discolour the carpets. 	
	<ol style="list-style-type: none"> 3. Carpets should be washed with an appropriate carpet washing machine. When carpets are washed, dirty marks should be removed after which the carpet should be thoroughly vacuumed. It should be ensured at all times that the carpets do not become excessively wet. All water should be removed until the carpets are damp, if possible. Washing of carpets will be done regularly or when requested, after hours 	
	NB! Should entry to offices or high traffic make it difficult to treat floors, it should be done after hours	
e. Outdoor surfaces and paving	<ol style="list-style-type: none"> 1. Sweep paving with a hard broom 	Daily
	<ol style="list-style-type: none"> 2. Pick up papers and refuse 	Daily
	<ol style="list-style-type: none"> 3. Walkways should be washed and scrubbed with soap and water 	Twice per year or as required
f. Waste disposal	<ol style="list-style-type: none"> 1. Empty all waste bins in office, kitchen, bathrooms and general areas. Sufficient rubbish bags should be provided to outline the bins in the kitchens, bathrooms or where necessary 	Daily
	<ol style="list-style-type: none"> 2. All rubbish bins should be washed with an approved disinfectant 	Daily
	<p>NB! The content of waste bins and other office rubbish should be removed neatly in bags and deposited to the collecting points of rubbish bins provide for the purpose.</p> <p>Rubbish bags may not be dragged across the floors or carpet tiles as bags may be damaged.</p> <p>Empty all large bins as required</p>	

g. Granolite and other ceramic tiles	1. Sweep to remove dust and loose dirt	Daily
	2. Mop with a damp mop	Daily
	3. Machine buff as per recommended methods	Twice per week
	4. Clean spillages with recommended methods and detergents	As required
11.2. Foyers Entrances	1. Sweep clean entrances and surrounding areas	Continuous
	2. Dust wipe, clean walls	Weekly
	3. Wipe clean signs and lettering	Weekly
	4. Clean all door mats and spaces into which mats are fitted	Ongoing
	5. Wipe all railings	Daily
	6. Polish railings	Twice per week
	7. Clean all accessible windows and glass	Twice per week
11.3. Main Entrance doors including Automated Sliding and Revolving doors	1. Clean stainless steel surfaces with a damp cloth	Twice per week
	2. Clean floor inside the door with a vacuum cleaner appropriate and suitable for the task	Daily
	3. Clean with a sponge and water including a mild detergent and dry with a clean cloth	Weekly
	4. Apply Stainless Steel Polish & Cleaner on any dry stainless steel parts and polish using a dry, clean cloth	Weekly
11.4. Common Area: a. Lifts	1. Wipe clean doors on both sides.	Twice per week
	2. Clean door tracks	Daily
	3. Clean mirrors	Twice per week
	4. Wipe clean hand rails	Daily
	5. Wax, polish hand rails	Daily
	6. Spot clean deck panels	Daily
	7. Thoroughly clean side panels	Daily
	8. Mop/sweep clean floors	Twice per week
	9. Vacuum carpets inside lifts with an a vacuum cleaner appropriate and suitable for the task	Daily
b. lift lobbies and Corridors	1. Sweep / mop vinyl floors.	Daily
	2. Polish floors vinyl floors	Weekly

	3. Polish metal panels	Weekly
	4. Wipe marks from wood panels with damp cloth	Daily
	5. Polish wood panels with approved polish	Twice per week
	6. Vacuum carpeted floors	Daily
	7. Remove spots from carpets	As required
	8. Wipe clean and remove spots on corridor doors.	Daily
c. Staircases	4. Wash hand rails with disinfectant.	Twice per week
	5. Mop and wash stair surfaces	Twice per week
	6. Remove spots from stair surfaces	As required
	7. Dust clean wall and ceiling pipe.	
	8. Remove marks on walls, doors and electric switches	Weekly
d. Bathrooms, Toilets and showers	1. Deep clean toilets and ablutions facilities in public and highly used areas such the foyers	Monthly or when re-quired
	2. Empty and clean all waste receptacles	Daily and check continuously
	3. Sweep and mop clean floors thoroughly with recommended disinfectant.	Daily and check continuously
	4. Dust window sills, ledges, pipes and fittings	Daily and check constantly
	5. Buff floors	Weekly
	6. Clean and disinfect door handles thoroughly and fixtures with recommended disinfectant.	Daily and check continuously
	7. Clean all mirrors.	Daily and check continuously
	8. Clean and polish shiny metal surfaces with approved polish	Daily and check continuously
	9. Replenish toilet paper, hand soap and hand towels.	Daily and check continuously
	10. Replace urinal mats	Monthly

	11. Replace batteries of dispensers (six monthly per dispenser)	Monthly and check constantly											
	12. Clean and sanitise all toilet bowls, basins, urinals and showers with recommended disinfectant.	Daily and check continuously											
	13. Wipe / dust all accessible vertical and horizontal surfaces – walls, partitions with recommended chemicals.	Daily and check continuously											
	14. Wash rubbish bins	Weekly											
	<div>Number of bathrooms</div> <table><tr><th>Description</th><th>Totals</th></tr><tr><td>Toilets</td><td>160</td></tr><tr><td>Basins</td><td>177</td></tr><tr><td>Urinals</td><td>64</td></tr><tr><td>Showers</td><td>32</td></tr><tr><td>Baths</td><td>3</td></tr></table>		Description	Totals	Toilets	160	Basins	177	Urinals	64	Showers	32	Baths
Description	Totals												
Toilets	160												
Basins	177												
Urinals	64												
Showers	32												
Baths	3												
11.5. Doors	1. Remove all dirty spots on wooden and glass doors	Daily											
	2. Polish door knobs with an approved metal polish where applicable	Daily											
	3. Wash all glass doors (inside and outside) with a degreasing agent and equipment that will not scratch the surface, as required.	Weekly or on request											
11.6. Offices	1. Empty refuse bins from all office floors	Daily											
	2. Wipe clean furniture	Daily											
	3. Polish desk tops and office furniture with approved polish. Such polish should not be greasy, and should not come off anything it comes into contact with after it has been polished.	Weekly											
	4. Wipe and disinfect telephones with a damp cloth	Daily											
	5. Dust window ledges and sills with a damp cloth	Daily											
	6. Dust vertical surfaces (cupboards, cabinets, etc.)	Daily											
	7. Vacuum carpets with lean equipment that uses less electricity and water	Daily											
	8. Remove spots from carpets	As required											
	9. Clean door handles with disinfectant	Daily											
	10. Remove spots on glass doors	Daily											
	11. Dust picture frames with a damp cloth	Daily											
	12. Clean walls, wood panelling and other partitions with a soft damp cloth	Daily											
	13. Remove all finger marks from walls, doors and electric switches	Daily											

	14. Upholstered furniture	As per spec 11.6
11.7. Upholstered and other furniture	1. Vacuum upholstered furniture	Monthly
	2. Remove marks from upholstery	When necessary
	3. Wash vinyl furniture with soap	Monthly
	4. Shampoo upholstered furniture	Twice per year
	5. Dust desks, chairs and tables with a damp cloth	Weekly
	6. Polish desk tops, tables and other wood furniture	Weekly
11.8. Inside Walls, doors and paintwork	1. Clean walls, wood panelling and other partitions with a soft damp cloth.	Weekly
	2. Remove all spots or dirty marks on glass doors and glass partitions.	Daily
	3. Remove all spots such as finger marks from walls, doors and electric switches	Daily
11.9. Glass and metal surfaces	1. Remove all spots or dirty marks on glass doors.	Daily or as required
	2. Wash all full height and low level glass partitioning	Weekly
	3. Clean all shine metal, door handles, light switches and fittings	Daily
11.10. Windows and Glazed Panels	1. Clean both sides of all glazed panels	Twice per week or as required
	4. Clean both sides of all windows	Quarterly or on request
11.11. Boardroom / function room	1. Boardroom must cleaned before 7:30 or according to time schedule/ arrangement.	Daily
	2. Vacuum carpeted floors	Daily
	3. Dust tables and chairs with a damp cloth	Daily
	4. Polish boardroom tables	Weekly or as required
	5. Clean spots on walls and switches	Daily
11.12. Dressing rooms	1. Vacuum carpeted floors	Daily
	2. Mop vinyl floors	Daily
	3. Spot clean carpet and vinyl floors using recommended cleaning products and methods	As required
	4. Dust window sills, ledges, pipes and fittings	Daily
	5. Clean mirrors	Daily
	6. Dust lockers	Daily
	7. Remove spots from lockers	As required

	<i>PS: Dressing rooms may have to be cleaned only as required by production client.</i>	Daily
11.13. Kitchens Including Artscape Live and Artscape	1. Wash tiled floors with mop and approved soap	Daily
	2. Mop laminated flooring with damp mop and approved cleaning agent	Daily
	3. Wash work top surfaces with approved disinfectant	Daily
	4. Wash vinyl chairs with approved soap	Weekly
	5. Wash tiles where required with approved disinfectant	Daily
	6. Use microfiber cloths instead of disposable cloths	Daily
	7. Upholstered furniture	As per spec 11.6
11.14. Rehearsal rooms	1. Sweep dance mats with an appropriate broom	Daily
	2. Mop dance maps with a damp mop using approved detergent	Daily
	3. Sweep wood floors	Daily
	4. Mop wooden floors with a damp mop	Weekly
	5. Sweep vinyl floors	Daily
	6. Mop vinyl floors with a damp mop using approved chemicals	Weekly
11.15. Vocal practice rooms	1. Vacuum carpeted floors	Daily
	2. Empty refuse bins from all office floors	Daily
	3. Wipe clean all furniture	Daily
	4. Dust window ledges and sills with a damp cloth	Daily
Pathways / Piazza Paved areas		

12. EXCLUSIONS

- The cleaning of computer equipment
- The cleaning of restricted areas such as the plant room
- The cleaning of electrical equipment

13. CLEANING STANDARDS AND NORMS

The Service Provider needs to take into account the following cleaning standards and norms needs to be applied during the course of the service

Cleaning detergents must be environmentally friendly	<p>Ammoniated liquid detergent cleaners must comply with SABS 1225.</p> <p>Liquid acidic cleaner for sanitary ware must comply with SBS 1257</p> <p>Cleaning product containers must be disposed of, reused and recycled appropriately.</p>
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Disinfectants	Disinfectants containing stabilised chlorine must comply with SABS 643. Detergent disinfectant based on stabilised inorganic chlorine compound must comply with SABS 1032. Disinfectants used for automatic dispensers to toilets and urinals must comply with CKS 459
Polish	
Finishes (walls and floors)	Vinyl tiles, flooring must be cleaned in accordance with SABS 1224. Tile surfaces are to be cleaned with approved detergent complying with SABS 525 All cleaning and maintenance of floor must be carried out in accordance with SABS Code of practice.
Carpets and carpet tiles	It is required that the carpet be maintained, serviced as well as managed in accordance with the manufacturers requirements and warrantee to maintain condition, appearance and uniformity.
Dusting, wiping, Clean, Etc.	Wipe all surfaces with a clean damp cloth All ornaments, window sills needs to be dusted Non-slip polish to be used for granite top
Bin Bags	Ensure that clear bins bags are used at all times

14. CLEANING SERVICE PERSONEL

Artscape requires the number of staff as per the table below.

Please note that Bidders are welcome to submit proposal in the respect.

Daily number of heads	Week						
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Day shift (7AM – 4PM)	12	12	12	12	12	6	6
Afternoon / Evening shift (2PM – 11PM)	6	6	6	6	6	6	6
Supervisor Afternoon shift	1	1	1	1	1	1	1
Supervision and Contract Management	1	1	1	1	1		
TOTAL NUMBER OF HEADS PER DAY	20	20	20	20	20	13	13

Please note this Schedule can change as our requirements are not always the same. Schedules to be discussed and agreed with successful bidder. What is of importance to us, is the cost of different shifts and employees.

14.1. HEALTH SAFETY AND SECURITY

The Service Provider must make every endeavor to protect the indoor environment with a particular attention to health and safety of the occupants, visitors and workers in the Building.

14.2. Staff Identification

The Service Provider must supply each employee with a photo identification card. The card must have the following information:

- The name of the Service Provider
 - Name and Surname of the employee
 - Identity number of the employee
 - Signature of the employee
- It will be the responsibility of the Service Provider to ensure that all cleaning personnel on site display their identity tags at all times in such a way as to be fully visible. Subject to the foregoing, staff failing to display their identification tags may be removed from the site.
- Staff must not have a criminal record. This check must be done from each employee and supporting documents to be provided to Artscape prior to coming on site.
- For Security reasons, Artscape reserves the right to vet all personnel working under this contract.
- The Service Provider must comply with Artscape's security and emergency policies, procedures and regulations.

14.3. The Service Provider must ensure that all personnel working under this contract are in good health and pose no risk to any personnel of Artscape.

14.4. Staff Vaccination

- All cleaning staff must be fully vaccinated before coming to site and supporting documents must be provided to Artscape. Note that Artscape will not accept any unvaccinated staff.

14.5. Staff transport

- The service provider will be responsible to provide adequate transport for cleaning staff after hours at their own cost and expense.

14.6. Training

- Adequate training for the cleaners must be provided by the Service Provider in every aspect relating to the handling of equipment that they use with regards to this contract to guarantee a high cleaning standard.
- The Service Provider must provide training sessions to cleaning staff and supervisors on a quarterly basis. Records of training provided must be submitted to Artscape.
- Training will be conducted by the appointed Service Provider at their own cost and expense
- As a minimum requirement, the training plan should include, but not limited to, the following:
 - Customer Service
 - Personal hygiene & appearance
 - Supervisor / Leadership Skills
 - Chemical use and safety

- Greening policies
- Equipment handling

- All cleaning staff should be observant, keen, alert, efficient, willing and pleasant.

14.7. Uniforms

- All Cleaning staff must be properly and professionally attired in their branded uniforms.
- All Service Provider staff is to wear protective uniform, headgear (including goggles, visors and masks) and fully covered shoes and/or boots and gloves (appropriate to their tasks and functions) whilst on duty.
- The uniform must be worn by all employees who are engaged to carry out the works under this Contract.
- The Service Provider must ensure that all its staff employed in rendering of the service are at all times whilst on duty are neatly dressed, presentable and hygienic.
- Uniforms that look tardy or worn will need to be replaced to ensure a standard of professionalism is maintained.
- Cleaning staff are to wear company specific branded cleaning uniforms / overalls that are in good condition at all times.
- Uniforms are to be provided by the Service Provider at their cost and expense.

14.8. Staff allocation and Management

- The Service Provider must ensure adequate supervision of cleaning staff at all times. The Service Provider's employees must be properly supervised at all times by a supervisor employed for this purpose by the Service Provider.
- The Supervisor, who has sound knowledge and experience in supervising cleaning works for high quality buildings, must be the person in-charge of daily operation of cleaning team, responsible for reporting to the representative of Artscape. These personnel must be strong in supervisory and communication skill, initiative, enthusiastic and reliable. The Supervisor may be required to perform his duties outside the normal working hours at the Contractor's own cost.
- The Service Provider must be responsible for the efficient performance of the Contract and for the good conduct of his employees whenever they carry out cleaning works in the Building.
- The Service Provider must maintain a sufficient number of cleaning staff at all specific times to properly fulfil his obligations under this Contract.
- The Service Provider must not use less than the Human resources complement set out in the tender submission document.
- The Service Provider must provide services of high quality and standard to the satisfaction of Artscape.
- The Service Providers' employees must observe all reasonable instruction of Artscape Representative.
- The Service Provider must ensure fair labour practices by complying with the industrial relations and personnel policies of Artscape, where they do not breach the parties' joint labour practices.
- The Service Provider must provide Artscape with a list of names of all employees, who are to be employed on this contract.
- Staff must not have a criminal record. This check must be done from each employee and supporting documents to be provided to Artscape.

- All staff must be competent and have verifiable work experience in their discipline (minimum of three years, as well as their replacements, must be furnished to Artscape beforehand.

14.9. Relief Staff

- The Service Provider must provide relief staff in the event of labour unrest, seasonal workload peaks or to replace staff on training, leave or sick leave.
- The Service Provider must bear all costs related to the provision of relief staff

14.10. Satisfactory performance

The Service must employ for the purpose of this contract only such personnel as are careful and competent and Artscape must be at liberty to object to and require the Service Provider to remove from the job forthwith person, including supervisory, employed by the Service Provider who, in the opinion of Artscape, misconducts himself / herself or is incompetent or negligent in the proper performance of his / her duties and such person must not again be employed upon this contract without the permission of Artscape.

15. CONTROL OF MATERIALS, EQUIPMENT AND CONSUMABLES

- The Service Provider must be responsible for the replenishing, safe storage, distributions and control of consumables, to agreed inventory levels, of consumables and some non-consumables required by staff in the provision of cleaning services.
- The Service Provider must be responsible for the safe storage of all consumables. Should any of its staff members found to be pilfering the cost must be recoverable from the Service Provider.
- The Service Provider's supervisor to maintain records of receipts and issues which should be reconciled and report submitted to Artscape on a monthly basis.

15.1. Equipment

- All equipment needs to be of acceptable quality standard. An acceptable quality standard would be equipment of a brand name that is recognised within the facilities management industry as being durable in construction and reliable in service.
- Each service area should be allocated sufficient equipment per floor. Sufficient and separate gloves for each area should be provided for the cleaning of bathrooms, kitchens and general areas. These gloves should be replaced monthly.
- Artscape requires proper cleaning cloth for various areas in colour codes as follows:
 - Red for bathroom purposes
 - Yellow for workstations and equipment amongst other telephone equipment
 - Blue for kitchens

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

- Vacuum cleaners
- Brooms
- Mops
- Buckets

- Industrial carpet washer
- Industrial steam cleaners
- Ladder (short)
- Ladder (Long)

15.2. Premises and equipment

- The Service Provider must have use of water and electricity, storage room, office and a rest room free of charge. The Service Provider's use of the facilities is subject to the following conditions:
 - The premises are maintained in a clean and orderly manner, in keeping with good housekeeping principles.
 - The premises are not used for activities other than those relating to the rendering of the service as specified by the document.
 - Artscape retains the right of inspection.
- The service provider must provide all equipment required.
- The Service Provider must ensure that all work performed and all vehicles, plant and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act of 85 Of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of Artscape.
- The Service Provider must ensure that all equipment provided, is maintained in good order so as to comply with the Occupational Health and Safety Act of 85 of 1993.

16. MEETINGS / SUPERVISORY VISITS

- The Service Provider's Key management must attend monthly meetings with a representative of Artscape to evaluate the performance of the Service Provider and to address any concerns.
- The Service Provider Key Management must conduct regular site visits especially after hours to inspect and evaluate performance of own staff.
- All supervisory visits must be documented and an audit trail available for review at any given time.

17. COMPLAINTS REGISTER

A complaints register, in which complaints in respect of the service have been recorded, will be made available at an agreed point or points. The supervisor must check the entries in the book on a daily basis to ascertain what complaints have been made and to ensure that these receive attention within 24 hours at the most. Complaints must be resolved within 48n hours. All complaints must be registered in writing with the Artscape representative.

18. MANDATORY REQUIREMENTS

The Services Provider and any cleaning Service Providers outsource for a particular task must either be:

- ISO 9001 certified or
- Certified by the institute of inspection Cleaning and Restoration (IICRC)

- Certified by the Carpet and Rug Institute (CRI) for superior cleaning and spot removal.

NOTE: Where brand name is mentioned it is to make the bidder aware that in order for Artscape to maintain its Warranties the products and methods/techniques must be used

EVALUATION OF BIDDERS RESPONSE

EVALUATION CRITERIA

Other than the criteria set below, the bidder must demonstrate that he complies fully with the technical requirements as per the specification.

EVALUATION OF BIDDERS RESPONSE

ART 01/2022 EVALUATION CRITERIA

Appointment of a suitably qualified service provider for the provision of a comprehensive cleaning service to Artscape for a period of 36 months.

All bid offers received must be evaluated based on the following criteria,

1. Gate 0 – Submission of Standard Bid Documents (SBDs);
2. Gate I -- Compliance to the conditions of bid
3. Gate II – Evaluation Criteria- meeting the minimum threshold of the evaluation criteria (functionality),
4. Gate III – Price and preference points system as specified in the Preferential Procurement Regulations of 2017

4.2 EVALUATION CRITERIA

Evaluation Criteria Item:

80/20 Principal (Gate 2)

	Administrative Requirements/Compliance (Gate 1)	Weight
A	<p>A1. It will be ascertained whether bids:</p> <ul style="list-style-type: none"> a) Include original tax Clearance certificates b) All standard bidding documents have been properly completed and signed off (SDB1, SBD 3.3 (Pricing), SBD 4, SBD 6.1, SBD 8 and SBD9), and c) Technical Proposal <p>Note: Non- compliance with the Administrative requirements will render your bid non-responsive and will result in disqualification</p>	N/A
B.	Functionality (Gate 2)	100
B1. Experience of the cleaning service provider in providing property cleaning service	Bidder must provide a list of no less than three (3) cleaning contracts in the past five (5) years by current key members of the company. Include a brief description of each contract, the period services were performed, contact name, address and phone number of the representative of the client having knowledge of the company's work and the contract value for the service	30
B.2 Track record and Experience	<p>Number of years in business, supporting evidence must be provided</p> <p>0 – 05 Years = 5 Points</p> <p>06 – 10 Years = 10 Points</p> <p>11 – 15 Years = 15 Points</p> <p>16- 20 years= 20Points</p>	20

B.3 Experience of Key staff to be assigned to the contract – Bidder's Staff proposal	Organogram and profiles / CVs of staff to be assigned to the contract with experience similar to Artscape property portfolio size	20
B.4 Performance on past and current projects	A minimum of three satisfactory letters and any performance rating scores from previous or current clients	30
B.5 Executive summary providing methodology to achieve the end goal, procedures and processes to provide the scope of services	Briefly describe the company's procedures and processes for a) Cleaning of different areas b) The products used c) Equipment used d) Specialised cleaning services e) Managing quality of services offered f) Work plan of work to be performed monthly and annual g) System for tracking of complaints from client and poor performing areas h) Sample of monthly reports	
	Minimum qualification of 70% on functionality	
	BBBEE and Price (Gate 3)	
	BBBEE	20
	Price	80
	Total	100

Bidders who score less than 70% of the total points for functionality will be disqualified, and will not be evaluated further. The bids that would have **achieved 70% or more from the Functionality Evaluation** will be further evaluated on gate III.

Gate 3

All remaining compliant proposals/quotations will be evaluated according to **80/20 preference point system**, as prescribed in the Preferential Procurement Regulations of 2017, where 80 points will be scored for price and the remainder 20 points for the suppliers' broad-based black economic empowerment status level (attach B-BBEE certificate).

Preference Point System	Points Allocation
Price	80
B-BBEE status level of contribution	20
Total Points	100

Scoring the highest points will not result in automatic award of the contract. An oral presentation could be asked for from Bidders and these scores will also be taken into account.

STANDARD BID DOCUMENTS

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid Number: **ART 01/2022**

Closing Time **13:00pm**

Closing date **04 July 2022**

OFFER TO BE VALID FOR.....150...DAYS FROM THE CLOSING DATE OF BID.

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

- Required by:

- At:

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2. Identity
Number:.....

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

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

Tax Reference Number:

VAT Registration Number:

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

¹"State" means –

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

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

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

1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

8.1. If so, furnish particulars:

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

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

9.1 If so, furnish particulars.
.....
.....
.....

9.2 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

2.10.1 If so, furnish particulars.
.....
.....
.....

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

2.11.1 If so, furnish particulars:
.....
.....
.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Ref- erence Number	State Employee Number / Persal Number
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4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” must 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 has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
6. 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.
7. 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.
8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restricted practices

General Conditions of Contract

1. Definitions

1. The following terms must be interpreted as indicated:
- 1.1 “Closing time” means the date and hour specified in the tender documents for the receipt of Tenders.
- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods 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 Tender submission) designed to establish Tender 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 tender 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 goods covered by the Tender will be manufactured.
- 1.17 “Local content” means that portion of the tender 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 tender 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 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the

granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions must apply.

3. General

3.1 Unless otherwise indicated in the tender documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1 The goods supplied must conform to the standards mentioned in the tender documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier must 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 must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

5.2 The supplier must 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 must remain the property of the purchaser and must 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 must 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 must 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.

6.2 When a supplier developed documentation / projects for the municipality / municipal

entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and must 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 tender 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.

8. Inspections, tests and analyses

- 8.1 All pre-tender testing will be for the account of the bidder.
- 8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses must be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses must be

defrayed by the supplier.

8.6 Goods 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 goods 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 goods must be held at the cost and risk of the supplier who must, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods must be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 must 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 22 of GCC.

9. Packing

9.1 The supplier must 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 must 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 must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations must be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract must 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.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this must be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (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 must 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, must be agreed upon in advance by the parties and must not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, 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 must 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 must 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 must 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.

- 15.3 The purchaser must promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier must, within the period specified 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, 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 must be specified.
- 16.2 The supplier must 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 must 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.

17. Prices

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

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

- 19.1 The supplier must 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 must notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original

Tender or later, must not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services must 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 must 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 must 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 must be ratified by the parties by amendment of contract.
- 21.3 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 goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods 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 must, 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 judgement 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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

24.1 When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping 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 must on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 must 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 must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must 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 must 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.

28. Limitation of Liability

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier must 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 must 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, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a Tender must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his Tender or to the address notified later by him in writing and such posting must 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, must be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier must 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 must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor must not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof must be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary must be in writing, must also be in writing.

35. Prohibition of restricted practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition

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