

## PART A INVITATION TO BID

|                                                                                                                                                                                                                     |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                                                                                                                    |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| BID NUMBER:                                                                                                                                                                                                         | PUDP 818B                                                                          | CLOSING DATE: | 28/09/2026                                                        | CLOSING TIME:                                            | 11h00                                                                                                |
| DESCRIPTION                                                                                                                                                                                                         | GENERAL CLEANING AND HYGIENE SERVICES FOR A PERIOD OF 36 MONTHS AT MOPANI DISTRICT |               |                                                                   |                                                          |                                                                                                      |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                                                                          |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| PHAMOKO TOWERS BUILDING                                                                                                                                                                                             |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| NO 39 CORNER CHURCH AND BODENSTEIN STREET                                                                                                                                                                           |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| POLOKWANE                                                                                                                                                                                                           |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| 0700                                                                                                                                                                                                                |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                               |                                                                                    |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                    |                                                          |                                                                                                      |
| CONTACT PERSON                                                                                                                                                                                                      | Mable Bopape                                                                       |               | CONTACT PERSON                                                    | Ms Malope R                                              |                                                                                                      |
| TELEPHONE NUMBER                                                                                                                                                                                                    | 015 294 8420                                                                       |               | TELEPHONE NUMBER                                                  | 015 295 1580                                             |                                                                                                      |
| FACSIMILE NUMBER                                                                                                                                                                                                    | N/A                                                                                |               | FACSIMILE NUMBER                                                  | N/A                                                      |                                                                                                      |
| E-MAIL ADDRESS                                                                                                                                                                                                      | bopapemm@dtcs.limpopo.gov.za                                                       |               | E-MAIL ADDRESS                                                    | maloper@dtcs.limpopo.gov.za                              |                                                                                                      |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                         |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| NAME OF BIDDER                                                                                                                                                                                                      |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| POSTAL ADDRESS                                                                                                                                                                                                      |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| STREET ADDRESS                                                                                                                                                                                                      |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| TELEPHONE NUMBER                                                                                                                                                                                                    | CODE                                                                               |               | NUMBER                                                            |                                                          |                                                                                                      |
| CELLPHONE NUMBER                                                                                                                                                                                                    |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| FACSIMILE NUMBER                                                                                                                                                                                                    | CODE                                                                               |               | NUMBER                                                            |                                                          |                                                                                                      |
| E-MAIL ADDRESS                                                                                                                                                                                                      |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| VAT REGISTRATION NUMBER                                                                                                                                                                                             |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                          | TAX COMPLIANCE SYSTEM PIN:                                                         |               | OR                                                                | CENTRAL SUPPLIER DATABASE No:                            | MAAA                                                                                                 |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?                                                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? |                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                   |                                                                                    |               |                                                                   |                                                          |                                                                                                      |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                     |                                                                                    |               |                                                                   | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                           |                                                                                    |               |                                                                   | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                          |                                                                                    |               |                                                                   | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                               |                                                                                    |               |                                                                   | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                           |                                                                                    |               |                                                                   | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. |                                                                                    |               |                                                                   |                                                          |                                                                                                      |

## PART B

### SBD 1

### TERMS AND CONDITIONS FOR BIDDING

|                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                             |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>                                                                                              |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>                                                                                                                                   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                    |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                                                                           |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.                                                        |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .                                                                             |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.                                                                                                                                                             |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.                                                                                       |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                                                                    |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."                  |

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**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: **PUDP 818B**

Closing Time 11:00 on **28/09/2026**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

| ITEM<br>NO.<br>VAT) | QUANTITY DESCRIPTION | BID PRICE IN RSA CURRENCY<br>(INCLUDING |
|---------------------|----------------------|-----------------------------------------|
|---------------------|----------------------|-----------------------------------------|

- Required by: .....
- At: .....  
.....
- Brand and model .....
- Country of origin .....
- Does offer comply with specification? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be included in the bid price) .....

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

**\*Delete if not applicable**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

I, the undersigned, (name).....  
in submitting the accompanying bid, do hereby make the following statements  
that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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<sup>2</sup> 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.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

|           |                |
|-----------|----------------|
| .....     | .....          |
| Signature | Date           |
| .....     | .....          |
| Position  | Name of bidder |

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

(a) The applicable preference point system for this tender is the **80/20** preference point system.

(b) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (c) Price; and
- (d) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| <b>PRICE</b>                                     | <b>80</b>  |
| <b>SPECIFIC GOALS</b>                            | <b>20</b>  |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

**“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (a) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) | Means of Verification                                                                                                         |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Enterprises owned by at least 51% black people              | N/A                                                                                  | 2                                                                                    | N/A                                                                          |                                                                              | Central Supplier Database (CSD)                                                                                               |
| Enterprises owned by at least 51% women                     | N/A                                                                                  | 4                                                                                    | N/A                                                                          |                                                                              | Central Supplier Database (CSD)                                                                                               |
| Enterprises owned by at least 51% youth                     | N/A                                                                                  | 4                                                                                    | N/A                                                                          |                                                                              | Central Supplier Database (CSD)                                                                                               |
| Enterprises owned by at least 51% persons with disability   | N/A                                                                                  | 2                                                                                    | N/A                                                                          |                                                                              | Disability certificate issued by health professionals                                                                         |
| Enterprises owned by at least 51% military veterans         | N/A                                                                                  | 2                                                                                    | N/A                                                                          |                                                                              | Confirmation letter issued by Department of Military Veterans                                                                 |
| Small, Medium and Micro Enterprises (SMMEs)                 | N/A                                                                                  | 1                                                                                    | N/A                                                                          |                                                                              | Central Supplier Database (CSD)                                                                                               |
| Enterprises located in rural areas or townships             | N/A                                                                                  | 2                                                                                    | N/A                                                                          |                                                                              | Municipality Utility Bills or Lease Agreements or Proof of Residence from Tribal Authority or Municipality/ Municipal Council |
| Enterprises located in Limpopo Province                     | N/A                                                                                  | 3                                                                                    | N/A                                                                          |                                                                              | Municipality Utility Bills or Lease Agreements or Proof of Residence from Tribal Authority or Municipality/ Municipal Council |
| <b>Total</b>                                                |                                                                                      | <b>20</b>                                                                            |                                                                              |                                                                              |                                                                                                                               |

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary

|                                                                |       |
|----------------------------------------------------------------|-------|
| <div>.....</div> <div><b>SIGNATURE(S) OF TENDERER(S)</b></div> |       |
| <b>SURNAME AND NAME:</b>                                       | ..... |
| <b>DATE:</b>                                                   | ..... |
| <b>ADDRESS:</b>                                                | ..... |
|                                                                | ..... |
|                                                                | ..... |
|                                                                | ..... |

## GENERAL CONDITIONS OF CONTRACT

### NOTES

The purpose of this document is to:

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

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## **TABLE OF CLAUSES**

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



## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and

machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application** 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

### **3. General**

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

#### **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### **5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

#### **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.



## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election

shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the

period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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



pursuant to GCC Clause 21.2;

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

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

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

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

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-

mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

## **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable

for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

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

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

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

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

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

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

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

## **28. Limitation of liability**

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

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

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

32.2 A local supplier shall be entirely responsible for all taxes,

duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

**33. National  
Industrial  
Participation (NIP)  
Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34 Prohibition of  
Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part,

and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.





**LIMPOPO**

**PROVINCIAL GOVERNMENT**  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF  
TRANSPORT AND COMMUNITY SAFETY**

**TERMS OF REFERENCE FOR 36 MONTHS CONTRACT OF GENERAL CLEANING  
AND HYGIENE SERVICES FOR THE LIMPOPO DEPARTMENT OF TRANSPORT  
AND COMMUNITY SAFETY: MOPANI DISTRICT**

**1. INTRODUCTION**

The Limpopo Department of Transport and Community Safety seeks to appoint a suitably qualified, reputable and experienced bidder for rendering of cleaning and hygiene services at **MOPANI DISTRICT**.

**2. BACKGROUND**

The Occupational Health and Safety Act (OHSA), 1993 (Act No. 85 of 1993), read with its regulations and incorporated standards, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of workers and to take such steps as may be reasonably practicable to eliminate or mitigate the hazard or potential hazard.

In light of this, the Department's aim is to ensure compliance with the Department of Employment and Labour OHS Act, Guidelines and Directives in order to provide a conducive, enabling and healthy work environment for its employees, thus the need to appoint an appropriately, qualified and experienced bidder to meet the minimum requirements as stipulated in the Terms of Reference.

**3. AREAS TO BE CLEANED, SCOPE OF WORK AND TERMS AND  
CONDITIONS**

The section is sub-divided as follows:

**PART A: AREAS TO BE CLEANED**

**PART B: SCOPE OF WORK****PART C: TERMS AND CONDITIONS****PART A: AREAS TO BE CLEANED****A.1 MOPANI DISTRICT OFFICE**

| <b>NO.</b>                                               | <b>AREAS TO BE CLEANED</b>            | <b>MOPANI DISTRICT OFFICE</b> |
|----------------------------------------------------------|---------------------------------------|-------------------------------|
| <b>1</b>                                                 | Floor/s                               | 03                            |
| <b>2</b>                                                 | Kitchen                               | 04                            |
| <b>3</b>                                                 | Offices                               | 86                            |
| <b>4</b>                                                 | Boardrooms                            | 04                            |
| <b>5</b>                                                 | Warehouse/Storeroom                   | 12                            |
| <b>6</b>                                                 | Parking Areas                         | 01                            |
| <b>7</b>                                                 | Foyer (with glass)                    | 08                            |
| <b>8</b>                                                 | Reception/Help Desk Area (with glass) | 02                            |
| <b>9</b>                                                 | Passage                               | 03                            |
| <b>10</b>                                                | Windows                               | 430                           |
| <b>11</b>                                                | Doors                                 | 144                           |
| <b>12</b>                                                | Single Glass Doors                    | 07                            |
| <b>13</b>                                                | Cashiers' office with glass           | 01                            |
| <b>14</b>                                                | Double Glass Doors                    | 01                            |
| <b>15</b>                                                | Cupboard Doors                        | 40                            |
| <b>16</b>                                                | Toilets                               | 15                            |
| <b>17</b>                                                | Server room / IT                      | 03                            |
| <b>18</b>                                                | Strong room                           | 04                            |
| <b>19</b>                                                | Storerooms                            | 08                            |
| <b>20</b>                                                | Double Cupboard Doors                 | 03                            |
| <b>21</b>                                                | Staircases                            | 10                            |
| <b>22</b>                                                | Lift                                  | 01                            |
| <b>Total space to be cleaned (inclusive of pavement)</b> |                                       | <b>2,571.38m<sup>2</sup></b>  |

## A.2 MOOKETSI WEIGHBRIDGE

| NO.                                                      | AREAS TO BE CLEANED   | MOOKETSI<br>WEIGHBRIDGE |
|----------------------------------------------------------|-----------------------|-------------------------|
| 1                                                        | Floor/s               | 01                      |
| 2                                                        | Kitchen               | 02                      |
| 3                                                        | Offices               | 11                      |
| 4                                                        | Boardrooms            | 01                      |
| 5                                                        | Warehouse/Storeroom   | 01                      |
| 6                                                        | Parking Areas         | 01                      |
| 7                                                        | Foyer ( with glass)   | 01                      |
| 8                                                        | Passage               | 02                      |
| 9                                                        | Windows               | 34                      |
| 10                                                       | Doors                 | 28                      |
| 11                                                       | Cupboard Doors        | 01                      |
| 12                                                       | Rest rooms            | 07                      |
| 13                                                       | Guard room            | N/A                     |
| 14                                                       | Double Cupboard Doors | 01                      |
| <b>Total space to be cleaned (inclusive of pavement)</b> |                       | <b>618m<sup>2</sup></b> |

## A.3 MARULENG TRAFFIC STATION

| NO. | AREAS TO BE CLEANED                   | MARULENG<br>TRAFFIC STATION |
|-----|---------------------------------------|-----------------------------|
| 1   | Floor/s                               | 01                          |
| 2   | Kitchen                               | 01                          |
| 3   | Offices                               | 07                          |
| 4   | Boardrooms                            | 01                          |
| 5   | Warehouse/Storeroom                   | 01                          |
| 6   | Parking Areas                         | 01                          |
| 7   | Foyer (with glass)                    | 01                          |
| 8   | Reception/Help Desk Area (with glass) | 01                          |
| 9   | Passage with glass                    | 01                          |

|                                                          |                    |                         |
|----------------------------------------------------------|--------------------|-------------------------|
| 10                                                       | Passages           | 02                      |
| 11                                                       | Windows            | 18                      |
| 12                                                       | Doors              | 16                      |
| 13                                                       | Double Glass Doors | 01                      |
| 14                                                       | Rest room          | 04                      |
| 15                                                       | Shower room        | 01                      |
| 16                                                       | Server room / IT   | 01                      |
| 17                                                       | Guard room         | N/A                     |
| <b>Total space to be cleaned (inclusive of pavement)</b> |                    | <b>536m<sup>2</sup></b> |

#### **A.4 GIYANI GOVERNMENT GARAGE**

| <b>NO.</b> | <b>AREAS TO BE CLEANED</b>            | <b>GIYANI GOVERNMENT GARAGE</b> |
|------------|---------------------------------------|---------------------------------|
| 1          | Floor/s                               | 01                              |
| 2          | Kitchen                               | 01                              |
| 3          | Offices                               | 12                              |
| 4          | Boardrooms                            | 01                              |
| 5          | Warehouse/Store room                  | 02                              |
| 6          | Parking Areas                         | 01                              |
| 7          | Foyer (with glass)                    | 01                              |
| 8          | Reception/Help Desk Area (with glass) | 01                              |
| 9          | Passage                               | 02                              |
| 10         | Windows                               | 88                              |
| 11         | Doors                                 | 18                              |
| 12         | Single Glass Doors                    | 01                              |
| 13         | Double glass doors                    | 02                              |
| 14         | Rest rooms                            | 05                              |
| 15         | Guard room                            | 01                              |
| 16         | Workshop                              | 01                              |
| 16         | Showers                               | 09                              |

|                                                          |          |                           |
|----------------------------------------------------------|----------|---------------------------|
| 17                                                       | Tyre bay | 01                        |
| 18                                                       | Wash bay | 01                        |
| 19                                                       | Oil room | 01                        |
| <b>Total space to be cleaned (inclusive of pavement)</b> |          | <b>1,801m<sup>2</sup></b> |

#### **A.5 TZANEEN TRAFFIC STATION**

| <b>NO.</b>                                               | <b>AREAS TO BE CLEANED</b>             | <b>TZANEEN TRAFFIC STATION</b> |
|----------------------------------------------------------|----------------------------------------|--------------------------------|
| 1                                                        | Floor/s                                | 02                             |
| 2                                                        | Kitchen                                | 01                             |
| 3                                                        | Offices                                | 11                             |
| 4                                                        | Boardrooms                             | 01                             |
| 5                                                        | Warehouse/Storeroom                    | 03                             |
| 6                                                        | Parking Areas                          | 02                             |
| 7                                                        | Foyer ( with glass)                    | 01                             |
| 8                                                        | Reception/Help Desk Area ( with glass) | 01                             |
| 9                                                        | Passage                                | 01                             |
| 10                                                       | Windows                                | 34                             |
| 11                                                       | Doors                                  | 16                             |
| 12                                                       | Single Glass Doors                     | 01                             |
| 13                                                       | Double Glass Doors                     | 01                             |
| 14                                                       | Cupboard Doors                         | 02                             |
| 15                                                       | Rest room                              | 07                             |
| 16                                                       | Server room / IT                       | 01                             |
| 17                                                       | Guard room                             | 01                             |
| 18                                                       | Double Cupboard Doors                  | 02                             |
| 19                                                       | Staircases                             | 01                             |
| <b>Total space to be cleaned (inclusive of pavement)</b> |                                        | <b>887.9m<sup>2</sup></b>      |

#### **A.6 GIYANI TRAFFIC STATION**

| NO.                                                      | AREAS TO BE CLEANED | GIYANI TRAFFIC STATION       |
|----------------------------------------------------------|---------------------|------------------------------|
| 1                                                        | Floor/s             | 02                           |
| 2                                                        | Kitchen             | 01                           |
| 3                                                        | Offices             | 10                           |
| 4                                                        | Boardrooms          | 02                           |
| 5                                                        | Warehouse/Storeroom | 01                           |
| 6                                                        | Parking Areas       | 01                           |
| 7                                                        | Foyer ( with glass) | 01                           |
| 8                                                        | Windows             | 87                           |
| 9                                                        | Doors               | 23                           |
| 10                                                       | Rest room           | 08                           |
| 11                                                       | Laundry room        | 01                           |
| 12                                                       | Server room / IT    | 01                           |
| 13                                                       | Guard room          | 01                           |
| 14                                                       | Swimming pool       | 01                           |
| 15                                                       | Outside room        | 01                           |
| 16                                                       | Outside hall        | 01                           |
| 17                                                       | Showers             | 04                           |
| 18                                                       | Bathrooms           | 03                           |
| 19                                                       | Cold room           | 01                           |
| 20                                                       | Pantry room         | 01                           |
| 21                                                       | Reception area      | 01                           |
| 22                                                       | Lounge room         | 01                           |
| 23                                                       | Strong room         | 01                           |
| <b>Total space to be cleaned (inclusive of pavement)</b> |                     | <b>1,177.67m<sup>2</sup></b> |

**A.7 BA-PHALABORWA TRAFFIC STATION**

| <b>NO.</b>                                               | <b>AREAS TO BE CLEANED</b>            | <b>BA-PHALABORWA TRAFFIC STATION</b> |
|----------------------------------------------------------|---------------------------------------|--------------------------------------|
| <b>1</b>                                                 | Floor/s                               | 01                                   |
| <b>2</b>                                                 | Kitchen                               | 02                                   |
| <b>3</b>                                                 | Offices                               | 22                                   |
| <b>4</b>                                                 | Boardrooms                            | 01                                   |
| <b>5</b>                                                 | Warehouse/Store room                  | 01                                   |
| <b>6</b>                                                 | Parking Areas                         | 01                                   |
| <b>7</b>                                                 | Foyer (with glass)                    | 01                                   |
| <b>8</b>                                                 | Reception/Help Desk Area (with glass) | 03                                   |
| <b>9</b>                                                 | Passage                               | 03                                   |
| <b>10</b>                                                | Windows                               | 48                                   |
| <b>11</b>                                                | Doors                                 | 25                                   |
| <b>12</b>                                                | Rest room                             | 07                                   |
| <b>13</b>                                                | Server room / IT                      | 01                                   |
| <b>14</b>                                                | Security room                         | N/A                                  |
| <b>15</b>                                                | Guard room                            | 02                                   |
| <b>Total space to be cleaned (inclusive of pavement)</b> |                                       | <b>848m<sup>2</sup></b>              |

**A.8 RITAVI TRAFFIC STATION IN NKOWANKOWA**

| <b>NO.</b> | <b>AREAS TO BE CLEANED</b> | <b>RITAVI TRAFFIC STATION</b> |
|------------|----------------------------|-------------------------------|
| <b>1</b>   | Floor/s                    | 01                            |
| <b>2</b>   | Kitchen                    | 01                            |
| <b>3</b>   | Offices                    | 11                            |
| <b>4</b>   | Boardrooms                 | 01                            |
| <b>5</b>   | Warehouse/Store room       | 01                            |
| <b>6</b>   | Parking Areas              | 01                            |
| <b>7</b>   | Foyer (with glass)         | 01                            |



|                                                          |                  |                         |
|----------------------------------------------------------|------------------|-------------------------|
| 8                                                        | Passage          | 01                      |
| 9                                                        | Windows          | 54                      |
| 10                                                       | Doors            | 13                      |
| 11                                                       | Rest room        | 03                      |
| 12                                                       | Server room / IT | 01                      |
| 13                                                       | Security room    | 01                      |
| 14                                                       | Guard room       | 01                      |
| 15                                                       | Staircases       | 01                      |
| <b>Total space to be cleaned (inclusive of pavement)</b> |                  | <b>135m<sup>2</sup></b> |

#### A.9 NAPHUNO TRAFFIC STATION IN LENYENYE

| NO.                                                      | AREAS TO BE CLEANED | NAPHUNO TRAFFIC STATION   |
|----------------------------------------------------------|---------------------|---------------------------|
| 1                                                        | Floor/s             | 01                        |
| 2                                                        | Kitchen             | 02                        |
| 3                                                        | Offices             | 12                        |
| 4                                                        | Boardrooms          | 01                        |
| 5                                                        | Warehouse/Storeroom | 01                        |
| 6                                                        | Passage             | 02                        |
| 7                                                        | Windows             | 123                       |
| 8                                                        | Doors               | 22                        |
| 9                                                        | Rest room           | 07                        |
| 10                                                       | Shower rooms        | 05                        |
| 11                                                       | Pit toilet          | 01                        |
| 12                                                       | Server room / IT    | 01                        |
| 13                                                       | Security room       | N/A                       |
| 14                                                       | Guard room          | 01                        |
| 15                                                       | Workshop            | 02                        |
| <b>Total space to be cleaned (inclusive of pavement)</b> |                     | <b>431.6m<sup>2</sup></b> |

## A.10 BOLOBEDU TRAFFIC STATION IN MODJADJISKLOOF

| NO.                                                      | AREAS TO BE CLEANED | BOLOBEDU TRAFFIC STATION |
|----------------------------------------------------------|---------------------|--------------------------|
| 1                                                        | Floor/s             | 01                       |
| 2                                                        | Kitchen             | 01                       |
| 3                                                        | Offices             | 16                       |
| 4                                                        | Boardrooms          | 01                       |
| 5                                                        | Warehouse/Storeroom | 01                       |
| 6                                                        | Parking Areas       | 01                       |
| 7                                                        | Foyer (with glass)  | 01                       |
| 8                                                        | Passage             | 04                       |
| 09                                                       | Windows             | 23                       |
| 10                                                       | Doors               | 23                       |
| 11                                                       | Rest room           | 05                       |
| 12                                                       | Server room / IT    | 01                       |
| 13                                                       | Security room       | 01                       |
| <b>Total space to be cleaned (inclusive of pavement)</b> |                     | <b>516m<sup>2</sup></b>  |

## PART B: SCOPE OF WORK

| ELEMENTS                                                                 | REQUIREMENTS                                                                                                                                                                                                  | FREQUENCY |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>External features, fire exits and staircases.</b>                     | Landings, ramps, fire exits staircases, fire entrance doors, balconies, external lights fittings and handrails must be free of dust, grit, dirt, spiderwebs, rubbish, cigarette butts, gum, and bird excreta. | Weekly    |
| <b>Internal features: handrails, entrance and staircases, flowerpots</b> | Handrails, entrances, flowerpots and staircase must be free of dust, fingerprints, grit, dirt, spiderwebs, rubbish, cigarette butts, gum, and bird excreta.                                                   | Daily     |

|                                                   |                                                                                                                                                                                                                                                                                                                                                   |           |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>Fire extinguishers</b>                         | <p>Fire extinguishers and fire panels must be free of dust, grit and spiderweb.</p> <p>Fire cupboards must be always kept clean and clear for emergency evacuation.</p> <p><b>NB: Fire extinguishers must be utilised strictly for fire extinguishing purposes. No equipment or debris should be kept in the fire extinguisher cupboards.</b></p> | Weekly    |
| <b>Outdoor units, Ducts, Grills and Air Vents</b> | All ventilation outlets must be kept unblocked and free of dust, grit, soil, mud, spiderweb, scuffs and any other marks.                                                                                                                                                                                                                          | Monthly   |
| <b>Walls</b>                                      | Internal and external walls (within reach) must be free of dust, grit, lint bird excreta and spiderweb.                                                                                                                                                                                                                                           | Monthly   |
| <b>Ceiling</b>                                    | Ceiling must be free of dust, grit, lint and spiderwebs.                                                                                                                                                                                                                                                                                          | Weekly    |
| <b>Electrical switches</b>                        | Electrical switches must be free of dust, grit lint and spiderweb.                                                                                                                                                                                                                                                                                | Daily     |
| <b>Skirtings</b>                                  | Skirtings must be free of marks and smudges.                                                                                                                                                                                                                                                                                                      | Daily     |
| <b>Glass panels and frames (Internal)</b>         | Glass panels and frames must be clear of all streaks, spots, and marks, including fingerprints and smudges.                                                                                                                                                                                                                                       | Weekly    |
| <b>Glass panels and frames (External)</b>         | Glass panels that are within reach must be clear of all streaks, spots, and marks, including fingerprints and smudges.                                                                                                                                                                                                                            | Weekly    |
| <b>Blinds</b>                                     | Blinds must be free from stains, smudges, smears, odours, mould, and                                                                                                                                                                                                                                                                              | Quarterly |

|                                         |                                                                                                                                                                                                                                                                                                           |           |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|                                         | body fats                                                                                                                                                                                                                                                                                                 |           |
| <b>Curtains, cushions, and bathmats</b> | Dry cleaning/hand wash of curtains, cushions and bathmats                                                                                                                                                                                                                                                 | Quarterly |
| <b>Doors</b>                            | Internal and External doors, door handles and doorframes must be free of dust, grit, marks and spots.                                                                                                                                                                                                     | Daily     |
| <b>Pavements and parking bays</b>       | Sweeping, cleaning, or pressure cleaning of pavements and parking bays. Bays must be free of stains, spots, scuffs, dust, grit, litter, marks, weeds, spots, cigarette butts, water or any other liquids.                                                                                                 | Daily     |
| <b>Soft floors, door mats</b>           | The floors must be free of stains, spots, scuffs, dust, grit, litter, marks, water, or any other liquids. Carpets must be vacuumed and cleaned properly.                                                                                                                                                  | Daily     |
| <b>Deep cleaning of floor carpets</b>   | Carpet extraction and shampooing must be carried out to a professional standard. Upon completion, carpets must be free from all deep-seated dirt, stains, and soiling, reasonably dry to the touch, and present a consistently clean and uniform appearance across all treated areas                      | Quarterly |
| <b>Deep Cleaning of Upholstery</b>      | Chairs and sofas extraction and shampooing shall be carried out to a professional standard. Upon completion, chairs and sofas must be free from all deep-seated dirt, stains, and soiling, reasonably dry to the touch, and present a consistently clean and uniform appearance across all treated areas. | Quarterly |

|                                                      |                                                                                                        |                                                                   |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| <b>Emergency Water Extraction from floor carpets</b> | Extraction of water from carpets, shampooing and freshening.                                           | As and when need arises                                           |
| <b>Server/data rooms</b>                             | Server/ data rooms must be free of dust, grit and any other marks.                                     | Weekly:<br><br>Arrangements to be made before cleaning            |
| <b>Computers, phones and photocopying machines</b>   | Computers, phones and photocopying machines must be free of dust, grit and any other marks.            | Daily                                                             |
| <b>Conference/Board rooms</b>                        | Conference/Board rooms must be vacuumed and furniture be dusted and polished.                          | Daily                                                             |
| <b>Offices</b>                                       | Ensure that all offices are vacuumed (carpeted offices), dusted, mopped, and polished (tiled offices). | Daily (tiled)<br><br>Vacuumed (twice a week or when need arises). |
| <b>Kitchens</b>                                      | Ensure that all kitchen appliances and floors are free of dirt, dust, marks, stains and spiderweb.     | Twice per day                                                     |
| <b>Office Furniture</b>                              | Ensure that furniture is dusted and polished                                                           | Daily                                                             |
|                                                      | Ensure shelves, benchtops, cupboards are clean inside and outside, free of dust and litter or stains.  |                                                                   |
| <b>Waste/rubbish bins</b>                            | Dustbins must be emptied                                                                               | Twice a day                                                       |
|                                                      | Ensure waste/rubbish bins or containers are clean inside and outside.                                  | Weekly                                                            |
|                                                      | Must also be lined with appropriate and                                                                |                                                                   |

|                                                                                |                                                                                                                                                                                                                                                                                                                       |        |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|                                                                                | clean refuse bags.                                                                                                                                                                                                                                                                                                    | Daily  |
| <b>Toilets and bathroom fixtures</b>                                           | Ensure wall and floor tiles, plumbing fixtures, and plastic surfaces, e.g., toilet seat are free from smudges/stains, smears/marks, body fats, and soap build-up and oxide deposits.                                                                                                                                  | Hourly |
| <b>Auto Janitors dispensers</b>                                                | Auto Janitors must be free of dirt, dust, marks, stains and spiderweb                                                                                                                                                                                                                                                 | Daily  |
| <b>Soap dispensers</b>                                                         | Soap dispensers must be free of dust, grease, smudges/stains, mould, and mineral deposits.                                                                                                                                                                                                                            | Daily  |
| <b>Hand dryer and hand towel dispensers</b>                                    | Hand dryer and hand towel dispensers must be free of dust, grease, smudges/stains, mould, and mineral deposits                                                                                                                                                                                                        | Daily  |
| <b>Automatic aerosol dispenser</b>                                             | Automatic aerosol dispensers must be free of dirt, dust, marks, stains and spiderweb.                                                                                                                                                                                                                                 | Daily  |
| <b>SHE-Bins</b>                                                                | <p>Disinfectant and replacement of the inner plastic (waste) bags of the SHE-bins.</p> <ul style="list-style-type: none"> <li>• Cleaning of the SHE- bins.</li> <li>• Disposal of sanitary towels.</li> </ul>                                                                                                         | Weekly |
| <b>Maintenance/Care of Sanitary disposal by registered Professional bodies</b> | <p>Disposal of waste from the SHE bins (The registered company appointed to do disposal of waste must clean and disinfect the inside and outside, always replace the inner plastic bags).</p> <p><b>Servicing of SHE Bins to be done by professionally Registered bodies only. Servicing of SHE bins must not</b></p> | Weekly |

|                                                                                                                                   |                                                                                                                                                   |                                  |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
|                                                                                                                                   | <b>be done by cleaners.</b>                                                                                                                       |                                  |
| <b>Datasheets, service certificate, disposal certificate and service records to be issued by the registered professional body</b> | Datasheets must be provided at all workplaces/institutions.                                                                                       | Once-off (inception of contract) |
|                                                                                                                                   | Service certificate, disposal certificate and records for the maintenance for the SHE bins waste must be provided at all workplaces/institutions. | Monthly                          |

## **B.1 MAINTENANCE AND REPLACEMENT OF DAMAGED EQUIPMENT**

|                                                                             |                                                                                             |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>B.1.1 SEAT SANITIZER DISPENSERS</b>                                      |                                                                                             |
| <b>SEAT SANITIZER DISPENSERS</b>                                            | Dispensers must be maintained and replaced in the event of malfunctioning or factory fault. |
| <b>B.1.2 AUTO JANITOR DISPENSER</b>                                         |                                                                                             |
| <b>AUTO JANITOR DISPENSER</b>                                               | Dispensers must be maintained and replaced in the event of malfunctioning or factory fault. |
| <b>B.1.3 HARD WHITE PLASTIC TOUCH FREE AUTOMATIC SOAP DISPENSERS</b>        |                                                                                             |
| <b>HARD WHITE TOUCH FREE AUTOMATIC SOAP DISPENSER (KITCHEN AND TOILETS)</b> | Dispensers must be maintained and replaced in the event of malfunctioning or factory fault. |
| <b>B.1.4 HAND DRYING PAPER TOWEL MACHINE FOR KITCHENS</b>                   |                                                                                             |
| <b>HAND DRYING AND PAPER TOWEL MACHINE</b>                                  | Dispensers must be maintained and replaced in the event of malfunctioning or factory fault. |
| <b>B.1.5 SANITARY BAG DISPENSERS FOR FEMALE TOILETS</b>                     |                                                                                             |
| <b>SANITARY BAG</b>                                                         | Dispensers must be maintained and replaced in the event of                                  |



|                                                              |                                                                                             |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>DISPENSERS</b>                                            | malfunctioning or factory fault.                                                            |
| <b>B.1.6 BRUSHES FOR MALE AND FEMALE TOILETS</b>             |                                                                                             |
| <b>TOILET BRUSHES</b>                                        | Supply and replaced when worn out .                                                         |
| <b>B.1.7 AEROSOL DISPENSERS FOR MALE AND FEMALE TOILETS</b>  |                                                                                             |
| <b>AEROSOL<br/>DISPENSERS</b>                                | Dispensers must be maintained and replaced in the event of malfunctioning or factory fault. |
| <b>B.1.8 TOILET PAPER HOLDER FOR MALE AND FEMALE TOILETS</b> |                                                                                             |
| <b>TOILET PAPER<br/>HOLDER</b>                               | Holder must be maintained and replaced in the event of malfunctioning or factory fault.     |
| <b>SHE-BIN IN THE FEMALE TOILETS</b>                         |                                                                                             |
| <b>SHE-BIN</b>                                               | SHE-bin must be maintained and replaced in the event of malfunctioning or factory fault.    |

**B.2**

**B.2.1 QUANTITY OF EQUIPMENT TO BE SERVICED (INCLUDING SUPPLY OF BATTERIES) AT MOPANI DISTRICT**

| PLACE                         | SHE- BINS | AUTO JANITOR DISPENSER | SEAT SANITIZER DISPENSER | TOUCH FREE SOAP DISPENSER | HAND DRYING PAPER HOLDER | TOILET PAPER HOLDER DISPENSER | AUTOMATIC C AEROSOL DISPENSER | SANITARY BAG DISPENSER | AUTOMATIC PLASTIC HAND DRYING MACHINES |
|-------------------------------|-----------|------------------------|--------------------------|---------------------------|--------------------------|-------------------------------|-------------------------------|------------------------|----------------------------------------|
| District Office               | 14        | 38                     | 27                       | 19                        | 19                       | 27                            | 15                            | 14                     | 15                                     |
| Mooketsi TCC                  | 04        | 08                     | 07                       | 07                        | 07                       | 07                            | 06                            | 04                     | 06                                     |
| Maruleng Traffic Station      | 02        | 05                     | 04                       | 04                        | 04                       | 04                            | 03                            | 02                     | 03                                     |
| Giyani Government Garage      | 02        | 06                     | 05                       | 07                        | 07                       | 05                            | 05                            | 02                     | 05                                     |
| Tzaneen Traffic Station       | 02        | 09                     | 07                       | 07                        | 06                       | 07                            | 06                            | 02                     | 06                                     |
| Giyani Traffic Station        | 03        | 08                     | 08                       | 09                        | 09                       | 08                            | 08                            | 03                     | 08                                     |
| Ba-Phalaborwa Traffic Station | 03        | 09                     | 06                       | 09                        | 01                       | 07                            | 07                            | 03                     | 07                                     |
| Ritavi                        | 01        | 03                     | 03                       | 04                        | 03                       | 03                            | 02                            | 01                     | 02                                     |



**B.2.2 SERVICING AND LINING OF SHE-BIN WITH PLASTIC REFUSE BAGS AT MOPANI DISTRICT**

| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | QUANTITY |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>SHE-BIN</b> <ul style="list-style-type: none"> <li>• Height: 550 mm</li> <li>• Depth: 160 mm</li> <li>• Width: 510 mm</li> <li>• Capacity: 23 Litres</li> </ul> <b>FEATURES AND BENEFITS</b> <ul style="list-style-type: none"> <li>• Designed with central opening to ensure optimum capacity</li> <li>• Bin is fully lined.</li> <li>• Bag is easily removed with waste.</li> <li>• Innovative revertible cover – eases location either side of cubicle.</li> <li>• Unique "SANISOC" system for disinfecting and deodorising the content of the SHE Bin for up to 2 weeks</li> </ul> | 36       |

**B.2.3 SERVICING AND REFILLING OF AUTO- JANITOR DISPENSER AT MOPANI DISTRICT**

| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | QUANTITY |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>PLASTIC AUTO JANITOR DISPENSER</b><br><b>DIMENSIONS</b> <ul style="list-style-type: none"> <li>• Height: 260 mm</li> <li>• Depth: 80 mm</li> <li>• Width: 120 mm</li> </ul> <b>FEATURES</b> <ul style="list-style-type: none"> <li>• Descalers, deodorises and sanitises toilet and urinal surfaces, ensuring better hygiene</li> <li>• Continuous metered pump dosing, ensuring constant flow</li> <li>• Unique fragrance tab which assists in neutralizing malodours in smaller cubicle areas</li> <li>• Lockable unit to prevent pilferage</li> </ul> | 98       |

**B.2.4 SERVICING AND REFILLING OF SEAT SANITIZER DISPENSER AT MOPANI DISTRICT**

| DESCRIPTION                                                                                        | QUANTITY |
|----------------------------------------------------------------------------------------------------|----------|
| <b>SEAT SANITIZER DISPENSER</b> <ul style="list-style-type: none"> <li>• Height: 310 mm</li> </ul> | 78       |

|                                                                                                                                                                                                                                                                                                                          |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <ul style="list-style-type: none"> <li>• Depth: 60 mm</li> <li>• Width: 160 mm</li> </ul> <p><b>FEATURES AND BENEFITS</b></p> <ul style="list-style-type: none"> <li>• Cleans and disinfects</li> <li>• Combats bacteria build-up on the seat</li> <li>• Wipes are biodegradable and therefore can be flushed</li> </ul> |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

**B.2.5 SERVICING AND REFILLING OF AUTOMATIC AEROSOL DISPENSER AT MOPANI DISTRICT**

| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | QUANTITY |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <p><b>AUTOMATIC AEROSOL DISPENSER</b></p> <p><b>Specifications:</b></p> <ul style="list-style-type: none"> <li>• Automatic Aerosol Dispenser</li> <li>• Material: ABS Plastic</li> <li>• Colour: White</li> <li>• Operation: Wall Mounted</li> <li>• Dimension: 8 cm x 8 cm x 21 cm</li> <li>• Automatic light sensor enabled.</li> <li>• Works on two AA size Batteries</li> </ul> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• Light sensor mode saves fragrance &amp; allows the machine to be operated in Day or Night mode automatically works on two AA size Batteries.</li> <li>• Low power consumption, energy saving environmental working mode option of Day, Night &amp; 24 hours.</li> <li>• It's a self-standing machine which can be wall mounted also.</li> </ul> | 59       |

**B.2.6 SERVICING AND REFILLING OF TOUCH FREE SOAP DISPENSER WITH SOAP AT MOPANI DISTRICT**

| DESCRIPTION                                                                                                                                                                                                        | QUANTITY |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <p><b>HARD WHITE PLASTIC TOUCH FREE SOAP DISPENSER FOR TOILETS AND KITCHENS</b></p> <p><b>SPECIFICATION AND FEATURES</b><br/>           Touch Free hygiene using infrared sensors<br/>           Lockable Lids</p> | 77       |

**B.2.7 SERVICING AND REFILLING OF SANITARY BAG DISPENSERS AT MOPANI DISTRICT**

| DESCRIPTION                                                                                                                                                   | QUANTITY |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>PLASTIC SANITARY DISPENSERS</b><br><br><b>SPECIFICATION AND FEATURES</b><br>Wall mounted ABS plastic.<br>Minimum capacity of 100 bags<br>Size 130x25x90 mm | 36       |

**B.2.8 SERVICING AND REFILLING OF TOILET HOLDER WITH TOILET PAPER AT MOPANI DISTRICT**

| DESCRIPTION                                                                                                                       | QUANTITY |
|-----------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>TOILET PAPER HOLDERS</b><br><br><b>SPECIFICATION AND FEATURES</b><br>Wall Mounted<br>Zinc alloy<br>Holding 3 Rolls<br>Lockable | 65       |

**B.2.9 SERVICING AND REFILLING OF PAPER TOWEL DISPENSER AT MOPANI DISTRICT**

| DESCRIPTION                                                                            | QUANTITY |
|----------------------------------------------------------------------------------------|----------|
| <b>PAPER TOWEL DISPENSER</b><br>Manual Dispenser<br>Capacity for 600x150 mm Paper Roll | 83       |

**B.2.10 SERVICING AND REFILLING OF AUTOMATIC HAND DRYER AT MOPANI DISTRICT**

| DESCRIPTION                                                                                                                                                     | QUANTITY |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>AUTOMATIC STAINLESS STEEL HAND DRYING MACHINES IN TOILETS</b><br>Stainless Steel Industrial Hand Dryer<br>Swivel Nozzle<br>Hot Air Dryer with minimum 1,8 Kw | 59       |

### **B.2.11 Identification of Damaged and Unfunctional Equipment**

The service provider, in consultation with the Department's designated Project Manager, shall identify any damaged, obsolete, or non-functional equipment requiring repair or replacement during the execution of the contract. Where replacement is deemed necessary, the service provider shall make the necessary arrangements to procure and install the required equipment, subject to the prior written approval of the Department.

The Service Provider shall be reimbursed in accordance with the rates quoted in the Pricing Schedule. Such rates shall be deemed to be fully inclusive of all costs associated with the provision of the services, including but not limited to procurement, handling, transportation, delivery, installation, administration, labour, overheads, and any other incidental expenses.

All newly acquired and installed equipment shall be covered by a minimum **two (2) year warranty** against defects in materials and workmanship. Any defects arising within the warranty period shall be remedied by the service provider, at no additional cost to the Department, in accordance with the applicable warranty terms and conditions.

### **B.3 NUMBER OF CLEANERS REQUIRED**

| <b>NO.</b>                                 | <b>NAME OF INSTITUTION</b>    | <b>SQUARE METERS</b> | <b>NUMBER OF CLEANERS</b> | <b>NUMBERS OF SUPERVISORS</b> |
|--------------------------------------------|-------------------------------|----------------------|---------------------------|-------------------------------|
| <b>1.</b>                                  | District Office               | <b>2 571.38</b>      | 7                         | 1                             |
| <b>2.</b>                                  | Mooketsi TCC                  | <b>618</b>           | 2                         | 1                             |
| <b>3.</b>                                  | Maruleng Traffic Station      | <b>536</b>           | 2                         | 1                             |
| <b>4.</b>                                  | Giyani Government Garage      | <b>1,801</b>         | 4                         | 1                             |
| <b>5.</b>                                  | Tzaneen Traffic Station       | <b>887.96</b>        | 3                         | 1                             |
| <b>6.</b>                                  | Giyani Traffic Station        | <b>1,177.67</b>      | 3                         | 1                             |
| <b>7.</b>                                  | Ba-Phalaborwa Traffic Station | <b>848</b>           | 2                         | 1                             |
| <b>8.</b>                                  | Ritavi Traffic Station        | <b>135</b>           | 1                         | 1                             |
| <b>9.</b>                                  | Naphuno Traffic Station       | <b>431.6</b>         | 2                         | 1                             |
| <b>10.</b>                                 | Bolobedu Traffic Station      | <b>516</b>           | 2                         | 1                             |
| <b>TOTAL</b>                               |                               |                      | <b>28</b>                 | <b>10</b>                     |
| <b>TOTAL NUMBER OF PERSONNEL AT MOPANI</b> |                               |                      |                           | <b>38</b>                     |

## **PART C: TERMS AND CONDITIONS**

### **C1. DURATION OF CONTRACT**

**Department will enter into a 36-month contract with the successful bidder.**

### **C2. CONDITIONS**

- All cleaning and consumable materials, cleaning equipment and appropriate Personal Protective Clothing (PPC) for cleaners will be provided by the service provider.
- The costing model of this bid must include all cleaning and consumable materials , equipment and appropriate PPC for cleaners.

### **C3. PLASTIC REFUSE BAGS AND LININGS FOR WASTE BINS**

Suitable plastic refuse bags and lining of waste bins for the offices/kitchens/ablutions/passages/lift lobbies and boardrooms must be utilized to ensure proper disposal of waste. The cost for these consumable materials must be included in the bid price.

### **C4. DEPARTMENTAL FIRE FIGHTING EQUIPMENT (FIRE HOSE REELS OR FIRE EXTINGUISHERS)**

Under no circumstances, will the bidder and his/her employees make use of fire hose reels or fire extinguishers on site.

### **C5. CLEANING ACCESSORIES/CONSUMABLES/EQUIPMENT OR TOOLS /DETERGENTS/CHEMICALS AND PPC**

No equipment, utensils, cleaning agents, or detergents that may damage the building, fixtures, fittings and harmful to occupants shall be used.

Only cleaning chemicals and detergents approved by the South African Bureau of Standards (SABS) shall be used. The appointed service provider must provide the Department with Material Safety Data Sheets (MSDSs) for all cleaning chemicals and detergents intended for use within the Department.



**C6. WARNING BOARDS / CAUTION SIGNS**

Clearly legible warning boards / caution signs must be exhibited when cleaning services is in progress to avoid possible cause of injuries to any persons in the building.

It is the responsibility of the service provider to supply warning boards/ caution signs.

**C7. FLAMMABLE AND POISONOUS SUBSTANCES**

The bidder shall not use or store any flammable or poisonous substances on the premises without the written consent of the Department, for rendering of the service or any other purpose.

**C8. CONDITIONS IN RESPECT OF PERSONNEL OF THE BIDDER**

The bidder must ensure that the total number of personnel offered for the execution of the contract is on duty on a daily basis. Provision must therefore be made for temporary or stand-by personnel for cases where personnel are on vacation, sick or maternity leave and absenteeism.

The Service Provider shall submit to the Department, prior to the commencement of the contract, a comprehensive list of all employees assigned to perform services under the contract.

The Service Provider shall ensure that the list is kept up to date throughout the duration of the contract and shall promptly provide the Department with revised details whenever there are changes to the assigned personnel, including the appointment of replacement personnel, additional staff, or the removal of employees from the contract. Any replacement or newly appointed personnel shall comply with all contractual requirements, including security clearance requirements, before being deployed to Departmental premises. He/she must maintain strict confidentiality and shall not disclose any departmental information to the public, media, or any unauthorized third party.

The service provider must appoint a dedicated Site Supervisor for each site to oversee cleaning personnel and ensure effective service delivery and must

provide the Department with the contact details of the appointed Site Supervisor(s) to facilitate effective communication and coordination.

**C9. COMPANY IDENTIFICATION CARD(S)**

The bidder must supply each employee with Company Identification Card(s) exhibiting employee photos and the following information:

**Name of the company**

**Name of the employee**

**Signature of the employee**

Identification cards must be displayed prominently on the upper part of the clothing for easy identification.

The service provider must implement adequate controls over the issuance, use, and recovery of Company Identification Cards to prevent unauthorized access or misuse.

**C10. SECURITY CLEARANCE**

The Department reserves the right to subject the recommended bidder(s) to a security clearance process prior to the award of the contract. The successful bidder shall ensure that all personnel (including newly appointed personnel during the contract) assigned to perform services under the contract undergo the required security clearance and shall submit proof of such clearance to the Department before the commencement of any services. The Department may deny access to its premises or facilities to any personnel who have not successfully completed the required security clearance process.

**C11. REMUNERATION OF SERVICE PROVIDER EMPLOYEES**

- The service provider is expected to remunerate the employees in accordance with the rates as determined by the Sectoral Determination.
- The Department reserves the right to request proof of remuneration when necessary.

## **C12. PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT**

- **All employees must be in full PPC when they are on site**

All Personal Protective Clothing and Equipment supplied must comply with applicable national standards and accepted industry norms, including SABS-approved standards.

All employees are required to wear the prescribed full PPC at all times while performing duties on site.

The Site Supervisor shall be responsible for ensuring compliance with all health and safety requirements, attendance management, and the proper use of PPC by all employees.

### **a. Supervisor's role, amongst others.**

- To oversee all the activities on the site, communicate with both the clients and the manager.
- Take the register of cleaners on site.
- Use check list and daily duties charts.
- Keep services records of machinery and inventory.
- Refilling of chemicals.
- Daily inspection of Protective clothing.
- Quality assurance on the site.
- To see that cleaning standards are met.
- Compliance with environmental policy.
- Records keeping.
- Hourly rest room checklist.
- The cleaner's performance is also monitored by regular, random and surprise checks by supervisors.

Failure to comply with these requirements may result in corrective action in accordance with the terms and conditions of the contract.

## **C13. METHODOLOGY AND CLEANING APPROACH**

- The service provider must implement a simple, effective, and efficient cleaning methodology to ensure that all areas are maintained at the required standard of cleanliness and hygiene. Prior to commencement of duties, all cleaning personnel must be briefed on the specific areas allocated to them, including the cleaning requirements, frequencies, and expected standards for each area.

- Each cleaner shall be provided with:
  - A daily cleaning schedule indicating the specific tasks to be completed in their assigned areas;
  - A periodic cleaning schedule detailing planned cleaning activities such as deep cleaning, carpet cleaning, floor stripping and sealing, upholstery cleaning, and any other specialized cleaning requirements.
- All cleaning personnel must receive adequate training and supervision to ensure that cleaning activities are performed efficiently, safely, and in accordance with industry best practices. The cleaning programme shall be structured to ensure that key areas, including main entrances, restrooms, kitchens, reception areas, and other high-traffic zones, are cleaned and prepared before employees commence their daily duties.
- High-risk and high-usage areas such as kitchens, restrooms, ablution facilities, entrances, corridors, and waiting areas shall be cleaned, inspected, and serviced at regular intervals throughout the day to maintain the highest standards of hygiene and cleanliness.
- Cleaning staff shall report for duty at **06:30** daily or as otherwise agreed with the Department. Lunch breaks shall be managed on a rotational basis to ensure continuous service delivery. Cleaning teams shall coordinate their breaks to ensure that sufficient personnel remain available to maintain service standards and minimize disruptions to departmental operations.
- The service provider must ensure that all cleaning services are performed in a professional manner and that the required cleaning standards are consistently achieved within the timeframes stipulated in the contract. He/she must establish quality control measures, including regular inspections by the Site Supervisor, to monitor performance, address deficiencies promptly, and ensure continuous improvement in service delivery.
- The service provider must ensure that all cleaning activities are conducted with minimal disruption to Departmental operations while maintaining a safe, clean, and healthy environment for employees, visitors, and stakeholders. Delivery of

cleaning services must at all times meet or exceed the standards specified in the service level agreement.

- Deep cleaning activities will be carried out on weekends and public holidays to minimize disruption to normal operations.

#### **C14. SPECIFICATIONS FOR PERSONAL PROTECTIVE CLOTHING (PPC) TO BE PROVIDED TO EMPLOYEES OF THE BIDDER**

The service provider must complete Annexure C (attached) in full by entering only the **unit prices** for each item in the fields provided. The pricing schedule has been designed to automatically calculate the applicable totals once the unit prices have been captured.

The Department shall only pay for the quantities indicated per annum as reflected in the table below and the pricing schedule. The service provider is required to supply and maintain high-quality materials and personal protective clothing/ equipment that remain fit for purpose and in good condition throughout the contract period.

The minimum quantities indicated below must be issued per cleaner, for example, 4 sets of two-piece work suit or women's workwear must be issued to one cleaner.

Any defective, damaged, worn-out, or unsuitable materials or PPC/PPE must be replaced immediately by the service provider at no additional cost to the Department, provided that the annual payment for the relevant item has already been made. Such replacements must be of the same or higher quality and comply with the applicable specifications and safety requirements.

| ITEM                                                            | DESCRIPTION                                                                                                                                                                                                                            | QUANTITY                     |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Two-piece work suit (unisex) or <b>women's</b> workwear overall | <b>Work suit in accordance with SABS 434.</b><br>-Jacket: Unisex, front zip, two side slits double stitch and two path pockets.<br>-Trousers: Double stitch wrenching at the back.<br><b>Women's workwear overall</b><br>-Lapel collar | 4 x Sets uniform (per annum) |

|                                                                                                              |                                                                                                                                                                                                                                                                            |                                |
|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
|                                                                                                              | -Lower patch pockets<br>-Button front<br>-Material: 80/20 Poly- cotton                                                                                                                                                                                                     |                                |
| Safety Shoes/Boots                                                                                           | • Safety shoes/boots in accordance with SABS 422 or SABS1226.                                                                                                                                                                                                              | 3 x Black pairs                |
| Gumboots (Water Boots)<br>For women and men cleaners                                                         | -They must be nitrile/PVC toffee sole, SABS approved                                                                                                                                                                                                                       | 1x pair Gumboots (Water Boots) |
| Sweat absorbent pair of socks (for hygiene purposes)                                                         | Non- allergen woolen socks                                                                                                                                                                                                                                                 | 6 pairs of socks               |
| Rain suit/coat                                                                                               | Two-piece suit<br>Jacket: Unisex, front zip, two pockets and hood. <b>Fabric: Type C140 of SANS 1585.</b><br>Trousers with elastic waist.                                                                                                                                  | 1                              |
| Sweat absorbent T-shirt for Men & Women cleaners (choose colour that will match the colour of the work suit) | Short sleeve crewneck T-shirt. To comply with the requirements of CKS 47 SANS 439.                                                                                                                                                                                         | 4                              |
| Cricket Hat                                                                                                  | Light weight cotton cricket hat for UV protection. Material to be heat resistant, 35% cotton and 65% polyester.                                                                                                                                                            | 2                              |
| House-hold gloves                                                                                            | Elbow length rubber gloves in accordance with SABS 316 & SABS ISO 11193<br>(They must be colour coded) <ul style="list-style-type: none"> <li>• Green-for kitchens</li> <li>• Yellow –for offices</li> <li>• Red-for toilets</li> <li>• Blue-for toilet basins.</li> </ul> | 2 set per category (8 sets)    |
| Gloves for external use                                                                                      | -General wrist length leather gloves with cotton lining provide comfort and absorption & in accordance with SABS 1297. (for handling working tools/ equipment, etc.)                                                                                                       | 1 set per annum                |
| Respirators (Dust Masks)                                                                                     | FFP1 Nose and Mouth guard dust masks with 90% efficiency.                                                                                                                                                                                                                  | 1x daily                       |
| Goggles (eye protection)                                                                                     | -Wraparound clear vented specs with high impact and with 99.9% UV resistant.                                                                                                                                                                                               | 1 x Set each cleaner           |

# **C15. SPECIFICATIONS FOR EQUIPMENT TO BE SUPPLIED BY THE SERVICE PROVIDER**

The service provider must supply and maintain, at its own cost, all equipment and materials listed below. All equipment and materials supplied shall remain in good working condition and in the specified quantities throughout the contract period. Any defective, damaged, or inadequate equipment or materials shall be replaced immediately at no additional cost to the Department.

| ITEM                                        | DESCRIPTION                                                                                                                                                                                        | QUANTITY                                                                                                                                                                            |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Wet floor caution signs                     | Each floor must have Yellow Wet floor caution signs.                                                                                                                                               | 2 x each floor                                                                                                                                                                      |
| Colour coded Mops                           | Colours for the mops, cleaning and dusting cloths should match the colours of the household gloves mentioned above.                                                                                | 6 x Each floor <ul style="list-style-type: none"> <li>• 2 x Green-for kitchens</li> <li>• 2 x Yellow –for offices</li> <li>• 2 x Red-for restrooms</li> </ul>                       |
| Household Brooms                            | Colours for the brooms should match the colours of the household gloves mentioned above.                                                                                                           | 6 x Each floor <ul style="list-style-type: none"> <li>• 2 x Green-for kitchens</li> <li>• 2 x Yellow –for offices</li> <li>• 2 x Red-for toilets</li> </ul>                         |
| Window washers                              | Long and short window washers                                                                                                                                                                      | 2x Long window washers on each floor<br>2 x Short window washers each floor                                                                                                         |
| Vacuum Cleaner (dual)                       | Wet and Dry Vacuum Cleaner                                                                                                                                                                         | 1                                                                                                                                                                                   |
| Buffing machine                             | Heavy duty single-disc machine to scrub, buff and spray-clean hard flooring.                                                                                                                       | 1                                                                                                                                                                                   |
| Color coded cloths for cleaning and dusting | (They must be colour coded) <ul style="list-style-type: none"> <li>• Green-for kitchens</li> <li>• Yellow –for offices</li> <li>• Red-for restroom</li> <li>• Blue-for restroom basins.</li> </ul> | <ul style="list-style-type: none"> <li>• 2 x Green-for kitchens</li> <li>• 2 x Yellow –for offices</li> <li>• 2 x Red-for toilets</li> <li>• 2 x Blue-for toilet basins.</li> </ul> |

|                                                   |                                                                                                                                                                                                                                              |                             |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Ladders                                           | Three steps Aluminum ladder                                                                                                                                                                                                                  | 1                           |
| Dustpan and broom set                             | Long Dustpan and broom set                                                                                                                                                                                                                   | 4                           |
| Scrubbing brush for cleaning floor tiles          | Short Scrubbing brush with plastic bristle                                                                                                                                                                                                   | 4                           |
| Hard brooms for general cleaning/sweeping outside | Plastic Hard brooms standard size                                                                                                                                                                                                            | 2                           |
| Feather Duster                                    | Long                                                                                                                                                                                                                                         | 6                           |
| Feather Duster                                    | Short                                                                                                                                                                                                                                        | 6                           |
| Double bucket & wringer complete with handle.     | <b>Features</b> <ul style="list-style-type: none"> <li>• 2 x Plastic buckets</li> <li>• Plastic frame + plastic wringer</li> <li>• Square shape buckets</li> <li>• Used in various industries</li> <li>• To be used with Mop head</li> </ul> | 3                           |
| 9 Liter plastic bucket for the kitchen use        | <b>Features</b> <ul style="list-style-type: none"> <li>• Designed for increased strength</li> <li>• Ergonomic handle</li> </ul>                                                                                                              | 2                           |
| 750 ml Spray Bottles                              | 750 ml adjustable clear trigger refillable empty spray bottles<br><br>Self-sticking labels for the spray bottles                                                                                                                             | As and when the need arises |

#### **C16. SPECIFICATIONS FOR EQUIPMENT TO BE INSTALLED BY THE SERVICE PROVIDER (ONCE-OFF COST TO THE DEPARTMENT)**

The service provider must supply, deliver, install, commission, and hand over all equipment listed below as a once-off installation cost to the Department. Upon successful installation and acceptance, the equipment shall become the property of the Department. The service provider must complete Annexure C (attached) in full by entering only the unit prices for each item in the fields provided. The pricing schedule has been designed to automatically calculate the applicable totals once the unit prices have been captured.



| ITEM                     | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                | QUANTITY |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Seat Sanitizer Dispenser | Wall mounted ABS plastic, lockable, drip free design. Automatic sensor, 500ml capacity                                                                                                                                                                                                                                                                     | 78       |
| Sanitary Bag Dispenser   | Wall mounted ABS plastic.<br>Minimum capacity of 100 bags<br>Size 130x25x90 mm                                                                                                                                                                                                                                                                             | 36       |
| Auto Janitor Dispenser   | <ul style="list-style-type: none"> <li>• Descals, deodorises and sanitises toilet and urinal surfaces, ensuring better hygiene</li> <li>• Continuous metered pump dosing, ensuring constant flow</li> <li>• Unique fragrance tab which assists in neutralizing malodours in smaller cubicle areas</li> <li>• Lockable unit to prevent pilferage</li> </ul> | 98       |

**C17. SPECIFICATION FOR CLEANING MATERIALS/ CHEMICALS IN THE WORKPLACE:**

| <b>CLEANING MATERIAL</b>                       | <b>SPECIFICATION</b>                      | <b>MOPANI DISTRICT Office</b> | <b>Mooketsi TCC</b> | <b>Maruleng Traffic Station</b> | <b>Giyani Government Garage</b> | <b>Tzaneen Traffic Station</b> | <b>Giyani Traffic Station</b> | <b>Ba-Phalaborwa Traffic Station</b> | <b>Ritavi Traffic Station</b> | <b>Naphuno Traffic Station</b> | <b>Bolobedu Traffic Station</b> |
|------------------------------------------------|-------------------------------------------|-------------------------------|---------------------|---------------------------------|---------------------------------|--------------------------------|-------------------------------|--------------------------------------|-------------------------------|--------------------------------|---------------------------------|
| Toilet Stains Remover                          | Liquid type                               | 25L x 1 per month             | 10L x 1 per month   | 10L x 1 per month               | 10L x 1 per month               | 10L x 1 per month              | 10L x 1 per month             | 10L x 1 per month                    | 10L x 1 per month             | 10L x 1 per month              | 10L x 1 per month               |
| Wooden Floor Cleaner                           | Liquid type                               | N/A                           | 10L x 1 per month   | N/A                             | N/A                             | N/A                            | N/A                           | N/A                                  | N/A                           | N/A                            | N/A                             |
| Furniture Polish (odourless)                   | Spray type                                | 25L x 1 per month             | 5Lx 1per month      | 5Lx 1per month                  | 5L x 1 per month                | 5L x 1 per month               | 5L x 1 per month              | 5L x 1 per month                     | 5L x 1 per month              | 5L x 1 per month               | 5L x 1 per month                |
| Floor Polish                                   | Liquid type                               | 25L x 1 per month             | 10L x 1 per month   | N/A                             | 25L x 1 per month               | 25L x 1 per month              | 25L x 1 per month             | 25L x 1 per month                    | 10L x 1 per month             | 25L x 1 per month              | N/A                             |
| Pine Gel                                       | Green thick gel                           | 25L x 1 per month             | 10L x 1 per month   | 10Lx 1per month                 | 10L x 1 per month               | 10L x 1 per month              | 10L x 1 per month             | 10L x 1 per month                    | 10L x 1 per month             | 10L x 1 per month              | 10L x 1 per month               |
| Dish Washing Liquid                            | Liquid type                               | 25L x 1 per month             | 10L x 1 per month   | 15L x 1 per month               | 15L x 1 per month               | 15L x 1 per month              | 15L x 1 per month             | 15L x 1 per month                    | 10L x 1 per month             | 15L x 1 per month              | 10L x 1 per month               |
| Ammoniated Hard Surface Cleaner Scouring Cream | Liquid type                               | 25L x 1 per month             | 20L x 1 per month   | 20L x 1 per month               | 10L x 1 per month               | 10L x 1 per month              | 15L x 1 per month             | 15L x 1 per month                    | 5L x 1 per month              | 10L x 1 per month              | 10L x 1 per month               |
| Bleach                                         | Liquid type                               | 25Lx 1 per month              | 15L x 1 per month   | 15Lx 1 per month                | 10L x 1 per month               | 10L x 1 per month              | 10L x 1 per month             | 10L x 1 per month                    | 10L x 1 per month             | 10L x 1 per month              | 10L x 1 per month               |
| Green Scouring Pad                             | Hard Pad Material polyester (230mmx150mm) | 20 per month                  | 10 per month        | 10 per month                    | 10 per month                    | 10 per month                   | 10 per month                  | 10 per month                         | 10 per month                  | 10 per month                   | 10 per month                    |

|                      |                                                                                   |                        |                      |                      |                      |                     |                     |                     |                     |                      |                      |                      |
|----------------------|-----------------------------------------------------------------------------------|------------------------|----------------------|----------------------|----------------------|---------------------|---------------------|---------------------|---------------------|----------------------|----------------------|----------------------|
| Virgin Toilet Papers | 2 ply 350 sheets (Bale/Pack of 48)                                                | 10 bales per month     | 5 bales per month    | 5 bales per month    | 5 bales per month    | 5 bales per month   | 5 bales per month   | 5 bales per month   | 5 bales per month   | 5 bales per month    | 5 bales per month    | 5 bales per month    |
| Seat Sanitizer       | 500ml sachet non-alcohol                                                          | 27 per month           | 7 per month          | 4 per month          | 5 per month          | 5 per month         | 7 per month         | 5 bales per month   | 8 per month         | 7 per month          | 3 per month          | 4 per month          |
| Paper Towels         | Single ply 200x150mm 21 gsm (pack of 6)                                           | 4 per month            | 1 per month          | 1 per month          | 1 per month          | 1 per month         | 1 per month         | 1 per month         | 1 per month         | 1 per month          | 1 per month          | 1 per month          |
| Aerosol Refills      | Ordour Neutralizer Automatic Metered Natural Oils 100ml                           | 15 per month           | 6 per month          | 3 per month          | 5 per month          | 5 per month         | 6 per month         | 6 per month         | 8 per month         | 6 per month          | 2 per month          | 3 per month          |
| Hand Soap            | Liquid                                                                            | 25L x 1 per month      | 5L x 1 per month     | 5L x 1 per month     | 5L x 1 per month     | 5L x 1 per month    | 10L x 1 per month   | 10L x 1 per month   | 10L x 1 per month   | 5L x 1 per month     | 5L x 1 per month     | 5L x 1 per month     |
| Auto Janitor Liquid  | Deodorizer Refill Auto Dispenser 300ml Must protect ceramic finishes and plumbing | 42 per month           | 9 per month          | 5 per month          | 5 per month          | 5 per month         | 8 per month         | 8 per month         | 8 per month         | 3 per month          | 8 per month          | 5 per month          |
| Tile Cleaner         | Liquid type                                                                       | 25L x 1 per month      | 5L x 1 per month     | 25L x 1 per month    | 10L x 1 per month    | 10L x 1 per month   | 10L x 1 per month   | 20L x 1 per month   | 20L x 1 per month   | 5L x 1 per month     | 5L x 1 per month     | 10L x 1 per month    |
| Tile Stripper        | Liquid type                                                                       | 15L x 1 per quarter    | 5L x 1 per quarter   | 15L x 1 per quarter  | 10L x 1 per quarter  | 10L x 1 per quarter | 15L x 1 per quarter | 15L x 1 per quarter | 15L x 1 per quarter | 5L x 1 per quarter   | 5L x 1 per quarter   | 10L x 1 per quarter  |
| Sanitary Bags        | 160mm x110mm                                                                      | 10 packs (pack of 100) | 4 packs (pack of 50) | 4 packs (pack of 50) | 3 packs (pack of 50) | 4 pack (pack of 50) | 4 pack (pack of 50) | 4 pack (pack of 50) | 4 pack (pack of 50) | 2 packs (pack of 50) | 2 packs (pack of 50) | 2 packs (pack of 50) |
| Bin Liners           | 500x600mm                                                                         | 5 packs                | 2 packs              | 3 packs              | 2 packs              | 2 packs             | 3 packs             | 3 packs             | 3 packs             | 2 packs              | 2 packs              | 2 packs              |



## **C18. PRICING SCHEDULE – Please refer to Annexure C**

### **C18.1 Bidders are required to complete **Annexure C: Pricing Schedule for Mopani District.****

- Bidders must only capture unit prices in the fields highlighted in light green in sections 1, 2, 3, 4.1 – 4.10, 5 and 6. The totals reflected in Section 7 will be automatically generated based on the unit prices captured in these sections.
- Accordingly, bidders are **not required** to complete any pricing fields in Section 7.
- Bidders must print, sign where required, and submit the **entire Annexure C** as part of their bid submission after completing all applicable unit prices.
- The pricing schedule has been designed to automatically calculate the relevant totals once unit prices are entered in the designated fields. Failure to submit Annexure C and/or failure to fully complete all applicable sections will result in the bid being **disqualified from further evaluation**.

### **C18.2 The successful bidder who is not registered for Value-Added Tax (VAT) at the time of bidding must register for VAT. Prices quoted shall be net and inclusive of all applicable taxes.**

### **C18.3 The tendered unit prices, **excluding labour costs**, shall remain fixed for the duration of the contract and shall not be subject to adjustment or escalation. No price adjustment shall be entertained by the Department in respect of these cost components during the contract period.**

### **C18.4 Labour-related costs may be adjusted during the second and third years of the contract solely to accommodate statutory increases prescribed by the relevant sectoral determination. Bidders shall be required to provide satisfactory evidence of such increases when requesting an adjustment.**

### **C18.5 Emergency Cleaning Services**

In the event that the Service Provider is required to render emergency cleaning services due to unforeseen circumstances, including but not limited to flooding within the building, outside normal working hours, the Department shall remunerate the Service Provider in accordance with the rate quoted for deep cleaning services applicable to the

corresponding contract year. The Service Provider shall respond to the emergency call-out and commence service delivery within two (2) hours of notification by the Department. The total amount payable shall be calculated on a pro rata basis, taking into account the total area affected and requiring cleaning services.

#### **4. COMPULSORY BRIEFING SESSION**

- 4.1** Bidders are required to attend a compulsory briefing session at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.
- 4.2** Only bids submitted by bidders whose attendance at the compulsory briefing meeting has been recorded will be considered responsive.

#### **5. EVALUATION CRITERIA**

All bids will be evaluated in terms of functionality, administrative requirements, in-loco inspection and price/ preference point system:

| <b>Evaluation on Functionality (Gate 0)</b>                                                      | <b>Administrative Requirements (mandatory) (Gate 1)</b>                                                                                                                                              | <b>Site Visit Evaluation (Gate 2)</b>                                                  | <b>Price and Preference Point System (Gate 3)</b>                                                                             |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 1. | Bidders must submit all documents specified in paragraph 4.2 and outlined in Table 1 below.<br><br>Only bidders that fully satisfy all the mandatory criteria will be eligible to proceed to Gate 2. | Bidders must comply with the requirements of paragraph 4.3 below to proceed to Gate 3. | The contract will be awarded to the qualifying bidder that attains the highest total score based on price and specific goals. |

##### **5.1 Gate 0: Evaluation on Functionality**

All bidders must provide responses to the functionality evaluation criteria. At Gate 0, bidders will be evaluated on functionality in accordance with the criteria contained in the table below. A maximum score of 100 points will be allocated. Bidders must achieve a minimum score of 70 points to proceed to Gate 1 for the evaluation of



mandatory administrative requirements.

**Evaluation Criteria for Functionality is as follows:**

| Item | Criterion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Weight | Scores                                                                                                                                                                  |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.   | <p><b>Experience of the company in the provision of general cleaning services</b></p> <p>(only projects with a minimum contract period of one year will be considered. Attach relevant reference letters from government departments or municipalities or Private/Public Entities indicating the company's experience and track record in the provision of general cleaning services. The letters must specify the type of service provided, value and period of contract, i.e. start date and end date and must be on the Entity or Departmental or Municipal letterhead). <b>Department will verify the authenticity of the letters before award</b></p> | 40     | <ul style="list-style-type: none"> <li>• No relevant projects = 0</li> <li>• 1-2 projects = 1</li> <li>• 3-4 projects = 2</li> <li>• 5 and more projects = 3</li> </ul> |
| 2.   | <p><b>Experience of the Bidder or Professional Company Utilised by the Bidder in the Provision of Hygiene Services</b></p> <p>(Attach relevant reference letters from government departments or municipalities or Private/Public Entities indicating the bidding company's or professional company utilised by the bidder's experience and track record in the provision of hygienic services. The letters must specify the type of service provided, value and period of contract, i.e. start date and end date and must be on the Entity or Departmental or Municipal letterhead). <b>Department will verify</b></p>                                     | 15     | <ul style="list-style-type: none"> <li>• No relevant projects = 0</li> <li>• 1-2 projects = 1</li> <li>• 3-4 projects = 2</li> <li>• 5 and more projects = 3</li> </ul> |

|                       |                                                                                                                                                                 |            |                                                                                                                                                                                                                                    |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | <b>the authenticity of the letters before award</b>                                                                                                             |            |                                                                                                                                                                                                                                    |
| <b>3.</b>             | <b>Experience of the supervisor.</b> (Attach a comprehensive curriculum vitae and reference letters for respective supervisor, proving the relevant experience) | 25         | <ul style="list-style-type: none"> <li>• Less than 1 year = 0</li> <li>• 1-2 years = 1</li> <li>• 3-4 years = 2</li> <li>• 5 or more years = 3</li> </ul>                                                                          |
| <b>4.</b>             | <b>Qualifications of the same supervisor as in 3.</b> (Attach copies of qualifications)                                                                         | 20         | <ul style="list-style-type: none"> <li>-No relevant qualification = 0</li> <li>-Matric (or equivalent) + Related Cleaning Short course = 1</li> <li>-Matric (or equivalent) + Related Cleaning Certificate or above = 2</li> </ul> |
| <b>Total</b>          |                                                                                                                                                                 | <b>100</b> |                                                                                                                                                                                                                                    |
| <b>Maximum Scores</b> |                                                                                                                                                                 | <b>280</b> |                                                                                                                                                                                                                                    |

**The maximum points that can be scored on functionality equals 100.**

Bidders who score less than 70 points out of 100 for functionality will be deemed non-responsive and will not be considered for further evaluation.

Points obtained for functionality by bidders who meet the minimum threshold will not be carried forward to the evaluation of price and specific goals. Functionality is assessed solely to determine a bidder's eligibility to proceed to the next stage of the evaluation process.

Only bidders that achieve the minimum functionality threshold of 70 points will proceed to Gate 1 for further evaluation.

The functionality scores will be converted to a score out of 100 using the following formula:

$$\text{Points} = A/280 \times 100$$

**Where A = Total scores out of 280 achieved by the bidder**

## **5.2 Gate 1: Administrative (mandatory) requirements**

Bidders must submit all documents listed in Table 2 below. All documents must be fully completed and signed by a duly authorised representative of the prospective bidder(s). **The use of correction fluid is strictly prohibited.** Bidders' responses will be evaluated based on their compliance with the specified administrative and



mandatory bid requirements.

**Table 1: Documents that must be submitted for administrative/mandatory requirements:**

| Document that must be submitted                                                                                                                                                                                                                                                                                                                                                                                                                                               | Mandatory | Non-submission will result in disqualification                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Bid Documents                                                                                                                                                                                                                                                                                                                                                                                                                                                        | YES       | Duly completed and signed.                                                                                                                                                                                               |
| Invitation to Bid – SBD 1, Indicating Central Supplier Database Number                                                                                                                                                                                                                                                                                                                                                                                                        | YES       | Complete and sign the supplied pro forma document with a fixed physical address for their business operations for in-loco inspection and proof of registration on CSD.                                                   |
| Pricing Schedule (firm price) – SBD 3.1                                                                                                                                                                                                                                                                                                                                                                                                                                       | YES       | Must be completed and signed.                                                                                                                                                                                            |
| Bidder's Disclosure – SBD 4                                                                                                                                                                                                                                                                                                                                                                                                                                                   | YES       | Complete and sign the supplied pro forma document.                                                                                                                                                                       |
| Preference Point Claim Form – SBD 6.1                                                                                                                                                                                                                                                                                                                                                                                                                                         | NO        | Complete and sign the supplied pro forma document.                                                                                                                                                                       |
| Certificate of Registration for Transportation of General and Hazardous Waste                                                                                                                                                                                                                                                                                                                                                                                                 | YES       | <p>i. Bidders must submit the required certificate by the bid closing date.</p> <p>ii. Bidders making use of a 3rd party certificate must submit proof of the agreement with the certificate holder at closing date.</p> |
| <b>Financial Capacity</b><br>Submit either of the following documents: <ul style="list-style-type: none"> <li>• An undertaking by a registered financial institution, such as a bank, to provide funding, or revolving credit, or overdraft facility, with a minimum credit of R300,000.00. This must not be a conditional assessment of credit rating or bank rating; or</li> <li>• An undertaking by the National Credit Regulator or Financial Service Provider</li> </ul> | YES       | Must be submitted                                                                                                                                                                                                        |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------|
| <p>(NCR/FSP) registered institution to provide funding or revolving credit with a minimum credit of R300,000.00 should the tender be successfully awarded to the bidder; or</p> <ul style="list-style-type: none"> <li>• A three-month bank statement averaging the minimum value of R300,000.00 not older than 30 days from the closure of the bid; or</li> <li>• An investment account with the minimum value of R300,000.00 accessible within a period not exceeding 32 days of withdrawal of the investment after the successful award to the bidder.</li> </ul> |     |                                                                                             |
| Letter of good standing issued by the Department of Employment and Labour on Compensation of Injuries and Diseases Act (COIDA)                                                                                                                                                                                                                                                                                                                                                                                                                                       | YES | A valid letter must be submitted.                                                           |
| Proof of registration with National Provident Fund for Cleaners                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | YES | A valid letter must be submitted.                                                           |
| Proof of Registration for PAYE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | YES | Copy of valid PAYE certificate issued by SARS                                               |
| Pricing Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | YES | Bidders must complete, print and submit the attached pricing schedule ( <b>Annexure C</b> ) |

**NB:** Non-compliance with any of the requirements and stipulations stated above will result in the bidder being deemed **non-responsive** and consequently **disqualified** from the evaluation process

### 5.3 Gate 2: In-LoCo Inspection

The Department reserves the right to conduct a site visit at the bidder's premises or a client's premises to verify and assess the bidder's compliance with the Terms of Reference.

Bidders will be evaluated based on the criteria set out below and will be required to achieve a minimum score of **90 points out of 100** to proceed to the next stage of the evaluation process.

Points allocated per criterion shall **not be apportioned or split**. Full points will be awarded only where the bidder fully complies with the applicable criterion. No partial points will be allocated.

Bidders who fail to achieve the minimum threshold of **90 points out of 100** will be deemed **non-responsive** and will not be considered for further evaluation.

The site visit evaluation will be conducted in accordance with the following criteria:

| No   | EVALUATION CRITERIA                           | Points | Max        |
|------|-----------------------------------------------|--------|------------|
| 1.   | <b>Samples of PPE and PPC</b>                 |        | <b>100</b> |
| 1.1  | Identification Cards                          | 3      |            |
| 1.2  | Two-Piece Work Suit/ Women's Workwear Overall | 5      |            |
| 1.3  | Safety Shoes/Boots                            | 5      |            |
| 1.4  | Gumboots                                      | 5      |            |
| 1.5  | Sweat absorbent socks                         | 2      |            |
| 1.6  | Rain suit/ coat                               | 5      |            |
| 1.7  | Sweat absorbent T-shirt                       | 5      |            |
| 1.8  | Cricket Hat                                   | 3      |            |
| 1.9  | House-hold gloves                             | 1      |            |
| 1.10 | Gloves for external use                       | 1      |            |
| 1.11 | Wet floor caution sign                        | 3      |            |
| 1.12 | Colour coded Mops                             | 2      |            |
| 1.13 | Household Brooms                              | 1      |            |

|              |                                             |            |  |
|--------------|---------------------------------------------|------------|--|
| <b>1.14</b>  | Long Window washers                         | <b>1</b>   |  |
| <b>1.15</b>  | Vacuum Cleaner – Dual                       | <b>8</b>   |  |
| <b>1.16</b>  | Color coded cloths                          | <b>1</b>   |  |
| <b>1.17</b>  | Stepping Ladder                             | <b>6</b>   |  |
| <b>1.18</b>  | Long Dustpan and broom set                  | <b>2</b>   |  |
| <b>1.19</b>  | Buffing Machine                             | <b>8</b>   |  |
| <b>1.20</b>  | Hard brooms                                 | <b>2</b>   |  |
| <b>1.21</b>  | Long Feather Duster                         | <b>1</b>   |  |
| <b>1.22</b>  | Short Feather Duster                        | <b>1</b>   |  |
| <b>1.23</b>  | Mutton Cloth                                | <b>1</b>   |  |
| <b>1.24</b>  | Double bucket & wringer                     | <b>4</b>   |  |
| <b>1.25</b>  | Marked Refill Spray Bottle – 750ml          | <b>1</b>   |  |
| <b>1.26</b>  | Toilet stain remover                        | <b>2</b>   |  |
| <b>1.27</b>  | Deo blocks                                  | <b>1</b>   |  |
| <b>1.28</b>  | Tile stripper                               | <b>2</b>   |  |
| <b>1.29</b>  | Furniture Polish (Odourless)                | <b>2</b>   |  |
| <b>1.30</b>  | Pine Gel                                    | <b>2</b>   |  |
| <b>1.31</b>  | Soft 2 ply virgin toilet paper (350 sheets) | <b>3</b>   |  |
| <b>1.32</b>  | Mounted Air Freshener Dispenser             | <b>5</b>   |  |
| <b>1.33</b>  | Dish washing liquid                         | <b>2</b>   |  |
| <b>1.34</b>  | Bleach                                      | <b>2</b>   |  |
| <b>1.35</b>  | Scouring Pad                                | <b>1</b>   |  |
| <b>1.36</b>  | Toilet hand soap                            | <b>1</b>   |  |
| <b>Total</b> |                                             | <b>100</b> |  |

#### 5.4 GATE 3: PRICE AND PREFERENCE POINT SYSTEM

Only bidders who have complied with the requirements of Gate 2 will be considered for evaluation under Gate 3, which relates to the price and preference point system.

The 80/20 preference point system will apply to this tender, wherein 80 points will be allocated for price and 20 points will be allocated for specific goals.

The preference points shall be allocated based on the specific goals below:

| No                  | DESIGNATED GROUP                                          | POINTS    | MEANS OF VERIFICATION                                                                                                         |
|---------------------|-----------------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------|
| 1                   | Enterprises owned by at least 51% black people            | 2         | Central Supplier Database (CSD)                                                                                               |
| 2                   | Enterprises owned by at least 51% women                   | 4         | Central Supplier Database (CSD)                                                                                               |
| 3                   | Enterprises owned by at least 51% youth                   | 4         | Central Supplier Database (CSD)                                                                                               |
| 4                   | Enterprises owned by at least 51% persons with disability | 2         | Disability certificate issued by health professionals                                                                         |
| 5                   | Enterprises owned by at least 51% military veterans       | 2         | Confirmation letter issued by Department of Military Veterans                                                                 |
| 6                   | Small, Medium and Micro Enterprises (SMMEs)               | 1         | Central Supplier Database (CSD)                                                                                               |
| 7                   | Enterprises located in rural areas or townships           | 2         | Municipality Utility Bills or Lease Agreements or Proof of Residence from Tribal Authority or Municipality/ Municipal Council |
| 8                   | Enterprises located in Limpopo Province                   | 3         | Municipality Utility Bills or Lease Agreements or Proof of Residence from Tribal Authority or Municipality/ Municipal Council |
| <b>TOTAL POINTS</b> |                                                           | <b>20</b> |                                                                                                                               |

**The contract will be awarded to the qualifying bidder that attains the highest total score based on price and specific goals**

## **6. NOTES TO BIDDERS**

- 6.1 The Department reserves the right to increase or decrease cleaning personnel per site depending on operational requirements.
- 6.2 The successful bidder must submit a valid UIF (Unemployment Insurance Fund) letter of good standing issued by the Department of Employment and Labour within 3 months after the award in compliance with the UIF Act and comply with all statutory requirements of the Republic. Non-compliance with the laws of the Republic may lead to termination of the contract.
- 6.3 The successful bidder must provide the supervisor whose credentials were submitted during the bidding process or equivalent.
- 6.4 The successful bidder shall be required to utilise the third-party company whose hygienic services credentials were submitted as part of the bid, or another company with equivalent credentials, subject to the approval of the Department.
- 6.5 The successful bidder must maintain safe standards and procedures to ensure good housekeeping and hygiene in the workplace.
- 6.6 The successful bidder must always be available for communication with the District /Department.
- 6.7 Security checks may be conducted randomly even after the appointment of the service provider.
- 6.8 The successful bidder cannot employ personnel convicted and sentenced to more than twelve months imprisonment without an option of a fine within a five-year period.
- 6.9 The successful bidder must submit a plan of compliance with the OHS Act 85 of 1993 as amended and its regulations.
- 6.10 The successful bidder must submit Public Liability Insurance of not less than R10 million rand within one month after the appointment.
- 6.11 The Department reserves the right to amend, modify, or withdraw these Terms of Reference, or to amend, modify, or terminate any procedures or requirements set out herein at any time, without prior notice, except where required by law. The Department shall not be liable to compensate or reimburse any prospective bidder for any costs incurred in connection with such amendments, modifications, withdrawal, or termination.

- 6.12 The Department is not bound to accept any bid submitted and reserves the right to negotiate pricing and other terms with the preferred bidder. In the event that negotiations between the Department and the preferred bidder fail to result in the conclusion of a Service Level Agreement, the Department reserves the right not to proceed with the appointment. In such circumstances, the Department shall not incur any liability to compensate or reimburse the preferred bidder for any costs incurred.
- 6.13 A proposal submitted by a partnership must be accompanied by a written partnership agreement.
- 6.14 A proposal submitted by a consortium of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:
- a) the conditions under which the consortium will function.
  - b) Its period of duration.
  - c) The persons authorized to represent it.
  - d) The participation of the several parties forming the consortium.
  - e) The benefits that will accrue to each party.
  - f) Any other information necessary to permit full appraisal of its functioning.
- 6.15 The bidder is responsible for all expenses incurred when preparing and submitting the bid. The Department will not reimburse any of these costs. Any supporting documents submitted as part of the bid become the property of the Department, unless the bidder specifically requests their return at the time the bid is submitted.
- 6.16 Bidders may request clarification on these Terms of Reference up to the close of business five (5) working days prior to the deadline for submission of bids. All requests for clarification must be submitted in writing via email to the designated contact person specified in this document.
- 6.17 Bidders are prohibited from contacting the Department on any matter relating to their bid from the time of submission until the award of the contract. Any attempt by a bidder to influence the bid evaluation process, bid comparisons, or award decisions in any manner may result in the disqualification or rejection of the bid.
- 6.18 Bidders submitting two or more offers on the same bid under the same company name should note that the highest offer will not be considered.
- 6.19 The proper completion and signing of all prescribed sections of the bid documentation are mandatory requirements. Any bid that fails to provide all



required information, or that is incomplete or not submitted in the prescribed format, may be considered non-responsive and may be disqualified from further evaluation.

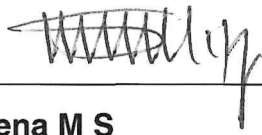
- 6.20 It is a condition of this bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 6.21 The Department reserves the right not to award the bid to the bidder with the lowest price. The Department reserves the right to alter the terms and conditions of the bid and to cancel the bid at any time during the bidding period.
- 6.22 The tender offer validity period is 120 days after the closure of the bid.
- 6.23 The successful bidder shall enter into a Service Level Agreement (SLA) with the Department for duration of the contract.
- 6.24 The Department reserves the right to request cleaning materials and consumables at any time during the contract period, based on operational requirements and service delivery needs. The successful bidder shall maintain adequate stock levels and sufficient operational capacity to fulfil such requests and ensure uninterrupted service delivery. The successful bidder shall supply and deliver the required consumables within the agreed turnaround time. The Department shall only pay for the actual quantities of materials and consumables delivered during the relevant month. Failure by the successful bidder to deliver the requested materials and consumables within the stipulated turnaround time shall constitute non-performance and may result in the application of appropriate contractual remedies in accordance with the terms and conditions of the contract.
- 6.25 The Department reserves the right to adjust the cleaning scope and measurable floor area (square metres) at institutions that are under construction, refurbishment, renovation, or expansion at the commencement of the contract or at any time during the contract period. Certain facilities, buildings, or sections thereof may not be accessible, completed, occupied, or ready for the provision of cleaning and hygiene services. The successful bidder shall only be required to provide cleaning and hygiene services in areas that have been officially completed, occupied where applicable, and formally handed over by the Department.
- 6.26 The provisions of the general conditions of contract will be applicable to this bid.



**7. ENQUIRIES**

Enquiries in connection with this bid should be directed by e-mail [mbhalatin@dtcs.limpopo.gov.za](mailto:mbhalatin@dtcs.limpopo.gov.za), or [bopapemm@dtcs.limpopo.gov.za](mailto:bopapemm@dtcs.limpopo.gov.za), or [maloper@dtcs.limpopo.gov.za](mailto:maloper@dtcs.limpopo.gov.za).

Approved/ ~~Not approved~~



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**Mr Matjena M S**

**Head of Department**

**Date:** 30/08/2026