transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

# REQUEST FOR PROPOSAL

| | |
|---|---|
| **BID NUMBER** | **DOT/09/2026/CS** |
| **DESCRIPTION** | TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS |
| **ADVERTISEMENT DATE** | **01-09-2026** |
| **CLOSING TIME** | **11:00 AM** |
| **CLOSING DATE** | **23/09/2026** |
| **BRIEFING SESSION** | **Tick Compulsory Briefing** [ ] **Non Compulsory hybrid** [x]<br>• **Date: 09/09/2026**<br>• **Time: 11:00am**<br>• **Venue: INDABA BOARDROOM**<br>• **Teams Link:**<br>**Microsoft Teams meeting**<br>**Join:**<br>https://teams.microsoft.com/meet/340321151100674?p=gui0VfvGL80nZAjqJD<br>Meeting ID: 340 321 151 100 674<br>Passcode: wb7Ga7CM |
| **VALIDITY PERIOD** | **120 DAYS**<br>• Business Working Days from Closing Date.<br>• Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalized within the validity period.<br>• However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded, unless stated otherwise. |
| **TENDER DOCUMENTS** | • Not for sale.<br>• Copies of the bid documents are obtainable from on the e-Tender portal of the National Treasury website, www.etenders.gov.za |

| | |
|---|---|
| **SUBMISSION OF PROPOSALS** | • Proposals must reach the offices of the Department of Transport, located at Forum Building, 159 Struben Street, Pretoria before 11:00 (AM) of the indicated closing date.<br>• The tender box is available for the depositing of proposals 24 hours a day.<br>• No late submissions will be considered under any circumstances. |
| **CLARIFICATION/ COMMUNICATION** | • Requests for clarification must be made in writing by e-mail to MakgobatlouS@dot.gov.za/NyawoN@dot.gov.za and Leharil@dot.gov.za<br>• Requests for clarification shall be accepted by the DOT up until 16/09/2026.<br>• The submission bid number should be included in the subject line of the email.<br>• No telephonic requests for clarification shall be entertained.<br>• The clarifications shall be made available to all bidders by a notification on the etender website, and in cases of a compulsory briefing sessions, to all attendees. |
| **CONTACT DETAILS (SCM ENQUIRIES)** | • Physical address: Forum building, 159 Struben Street, Pretoria<br>• National Department of Transport, Private Bag X193, Pretoria, 0001<br>• For any enquiries, email: MakgobatlouS@dot.gov.za/ NyawoN@dot.gov.za |
| **CONTACT DETAILS (TECHNICAL ENQUIRIES)** | • Physical address: Forum building, 159 Struben Street, Pretoria<br>• National Department of Transport, Private Bag X193, Pretoria, 0001<br>• For any enquiries, email: Leharil@dot.gov.za |

***IMPORTANT NOTICE***

***It is the responsibility of each prospective bidder to arrive early to submit a bid as they will be required to follow building security protocols of registration. The DOT will not be responsible for bidders who arrive late and claim that they were held at security for registration, which will not be accepted as a reason for late arrival or late submission.***

***Bidders are to be aware of scammers who pose as DOT employees selling bid documents or offering monetary gratuity in exchange for information or awarding of bids. DOT is in no way selling the bid document, all documents shall be found on the eTender Portal and awarded bids are notified through the website under "bids awarded" and DOT shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids.***

# SECTION A: INFORMATION TO BIDDERS

## 1. PURPOSE OF THIS RFP

This Request for Proposal invites suitably qualified and experienced service providers to submit proposals in response to the Terms of Reference (TOR). The objective of this RFP is to ensure a transparent, fair and defensible procurement process that enables the Department to appoint a service provider capable of delivering the required outcomes.

## 2. CONTENTS OF THE RFP PACK

This RFP Pack is organised in four (4) sections consisting of one or more documents in each section.

| Tender Pack Doc | Title | Type | Purpose |
|---|---|---|---|
| **1** | **Request for Proposal** | **PDF** | • **This Request for Proposal including all administrative requirements and PPPFA scoring.** |
| 1a | Bidder Checklist | MS Word | • Checklist for bidders to complete to ensure compliance. |
| 1b | Envelope Cover Template | PDF | • Envelope covers for both Technical Envelope and Financial Envelope |
| 1c | Meeting link | MS Word/PDF | • Teams meeting link for briefing session |
| **2** | **Standard Bid Documents (SBDs).** | | • **These documents are required by DOT Procurement and National Treasury to be read and to be returned as part of the Bidder's Tender response.** |
| 2a | SBD 1 – Invitation to bid | PDF | • To be printed, filled in full and signed. |
| 2b | SBD 2 – Tax clearance certificate requirements. | PDF | • Provide CSD number /SARS pin/<br>• ID copies of shareholder/s or Directors of the company to be submitted for screening purposes. |
| 2c | SBD 4 – Bidder's Disclosure | PDF | • To be printed, filled in full and signed. |
| 2d | SBD 3.3 pricing schedules | PDF | • Must be submitted before or on the closing date of the bid in sealed envelopes and clearly marked as pricing schedule/Financial proposal. Information requirement for compliance<br>• To be printed, filled in full and signed. |
| 2e | SBD 6.1 Preferential Claim Form in terms of Preferential Procurement Regulation (PPR) 2022, if applicable | PDF | • To be printed, filled in full and signed. |
| **3** | **Terms of Reference** | **PDF** | • **Functionality Requirements, outlining the business requirements, technical requirements, evaluation criteria and other** |

| Tender Pack Doc | Title | Type | Purpose |
|---|---|---|---|
| | | | **information required by the Bidder to submit a Tender response.** |
| 3a | CV templates and/or experience templates for positions indicated in the TOR as **Annexure D** | MS Word/Excel | • Templates to be completed in relation to the TOR for company and project team experience.<br>• For completion in the MS Word Form as provided. |
| 3b | Pricing template as indicated in the TOR as **Annexure B** | MS Word/Excel | • Pricing template for completion.<br>• For completion in the MS Word/Excel Form as provided.. |
| 3c | Rules of Bidding | PDF | • To establish the standard rules, requirements and conditions governing the submission and evaluation of bids for the Department's procurement processes |
| 4d | Toilet facilities and locations schedule. Annexure E | PFD | • To provide a detailed schedule of the toilet facilities, including their locations, quantities, and types, to inform the scope and cleaning and sanitary service requirements under the three-year contract. |
| **4** | **Contractual Arrangements** | | • **All contractual arrangements and agreement applicable to RFP** |
| 4a | General Conditions of Contract (GCC) | PDF/Word | • GCC as issued by NT. |
| 4d | SLA | PDF | • Draft Service Level Agreement for discussion during appointment. |

## 3. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID PROPOSALS

3.1 This bid and all contracts emanating there from shall be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

3.2 Please complete the checklist attached as Annexure 1A to verify your submission of the relevant documents.

## 4. TWO-ENVELOPE SUBMISSION REQUIREMENT

The Department applies a strict two-envelope system. Failure to comply may result in disqualification.

| ENVELOPE | MUST CONTAIN | MUST NOT CONTAIN | LABELLING |
|---|---|---|---|
| **Envelope 1: Technical / Functionality** | • Signed Bidder Checklist<br>• All required SBDs for technical submission<br>• TOR response<br>• Evidence for functionality evaluation. | • Any pricing, rates, cost breakdowns or financial information. | • See Annexure 1B |
| **Envelope 2: Financial / Price** | • Completed and signed SBD 3.3<br>• Pricing schedule<br>• PPPFA points claim supporting documents<br>• Financial annexures. | • Technical narrative or functionality responses. | • See Annexure 1B |
| **Outer Package** | • Both sealed envelopes. | • Loose or unsealed documents. | • Bid number, description, closing date & time |

## 5. REQUIRED PROPOSAL SEQUENCE (TECHNICAL ENVELOPE)

5.1 Signed Bidder Checklist and index

5.2 Mandatory compliance documents (SBDs, CSD, tax compliance, compulsory certificates)

5.3 Response to the TOR (understanding of scope and approach)

5.4 Detailed work plan mapped to TOR deliverables

5.5 Evidence for functionality scoring (Annexure 3A, references, CVs, certifications)

5.6 Risk management, quality assurance and skills transfer plans (where applicable)

5.7 Other supporting annexures and documents

## 6. PROPOSAL DOCUMENTS

6.1 No bids submitted by Facsimile, telegram, email will be considered. It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and Time. Giving the bid to a courier prior to the Closing Date without actual receipt by DOT before the Closing Date and Time will not excuse the late delivery of a bid.

6.2 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The DOT will not be held responsible for any delays where bid documents are handed to the DOT Receptionist.

6.3 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. It is the DOT's policy not to consider late bids for tender evaluation.

6.4 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by DOT in regard to anything arising from the fact that pages of a bid are missing or duplicated.

## 7. COMPLETION AND FORMAT OF BID PROPOSALS

7.1 Bidders are advised that, in order to facilitate for an efficient evaluation process, the bid should be as prescribed, concise and written in plain English.

7.2 Bids should be clearly indexed with supporting documents clearly marked. It is recommended that bidders follow the TOR, specifically evaluation criteria and deliverables as a guide for compilation/sequence of the proposal information.

7.3 BIDDER DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender and will not be evaluated.

7.4 Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender and will not be evaluated.

7.5 No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

7.6 The tender document as provided by the DOT's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the DOT.

## 8. CLARIFICATIONS AND COMMUNICATION

8.1 The DOT may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the DOT on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

8.2 Oral communication or instruction by DOT or its representative shall have no standing in this bid unless and until they have been confirmed in writing.

8.3 DOT accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.

8.4 Whilst all due care has been taken in connection with the preparation of this bid, DOT makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DOT, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

8.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DOT (other than minor clerical matters), the Bidder(s) must promptly notify DOT in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DOT an opportunity to consider what corrective action is necessary (if any).

8.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DOT will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

8.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8.8 Bidders may not contact any other DOT employee besides the email address mentioned above on any matter pertaining to the bid from the time when the bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

## 9. EVALUATION PROCESS

The evaluation process comprises of the following stages:

### 9.1 STAGE 1: MANDATORY REQUIREMENTS AND DISQUALIFICATION: COMPLIANCE

9.1.1 Failure to comply with the mandatory compliance requirements listed in paragraph 9.1.2 below, which relate to bid submission integrity and eligibility, will result in automatic disqualification without further engagement.

9.1.2 The standard mandatory compliance requirements are:

| Nr | Requirement | Description |
|---|---|---|
| 1 | **Non-compliance with 2 envelopes.** | The DOT applies a two envelope system whereby the Technical Proposal and Financial Proposal must be submitted separately. Any of the following will render the bid non compliant:<br>• Envelopes not clearly marked "Technical" and "Financial"<br>• Unsealed or accessible pricing information at any stage of evaluation<br>• Financial or costing information included in the technical proposal |
| 2 | **Failure to submit SBD forms** | Failure to submit all required Standard Bidding Documents (SBDs) will render the bid non responsive. The omission of minor administrative forms may be treated as administrative non compliance at the DOT's discretion. |
| 3 | **Non-responsive proposal** | Failure to submit mandatory checklists and/or required supporting documents necessary to evaluate functionality (e.g. submission of SBDs and/or pricing only). |
| 4 | **Late bid** | Any bid submitted after the stipulated closing date and time. |
| 5. | **Non-compliance requirements listed in Annexure D** | Failure to comply with all mandatory requirements listed in Annexure D. |
| 6. | **Non-attendance of compulsory briefing session (if applicable)** | Where a compulsory briefing session is indicated in the Bid Advertisement and Rules of Bidding, failure to attend will result in disqualification. Virtual briefing sessions are not compulsory unless stated otherwise.. |

9.1.3 For the avoidance of doubt, the non-submission of supporting or verifiable documentation that does not amend the substance of the bid, price, or functionality, shall be treated as administrative non-compliance and may be subject to clarification or rectification in accordance with the Department's approved SCM Standard Operating Procedures

9.1.4 The DOT further reserves the right to disqualify any bidders who do not comply with one or more of the following bid requirements and may take place without prior notice to the bidder:

a. Bidder whose tax matters are not in order;

b. Submitted materially incomplete information that renders the bid non-responsive and incapable of evaluation;

c. Submitted information that is fraudulent, factually untrue or inaccurate information;

d. Received information not available to other potential bidders through fraudulent means;

e. Failed to comply with technical requirements as stipulated in the Bid document;

f. Misrepresented or altered material information in whatever way or manner;

g. Promised, offered or made gifts, benefits to any DOT employee;

h. Canvassed, lobbied in order to gain unfair advantage;

i. Committed fraudulent acts; and • acted dishonestly and/or in bad faith etc.

## 9.2 STAGE 1B (IF APPLICABLE) MANDATORY REQUIREMENTS AND DISQUALIFICATION: TECHNICAL

9.2.1 In the event that the tender requires technical mandatory requirements used as pre-qualification prior to technical evaluation, such will be indicated in the TOR document.

9.2.2 It is the responsibility of each bidder to verify whether any additional mandatory technical requirements are specified in the Terms of Reference (TOR) and to ensure full compliance therewith.

9.2.2 For bids that include mandatory technical requirements as listed in the Terms of Reference, failure to demonstrate the required capability or minimum criteria will lead to disqualification. The omission of supporting proof may be treated as administrative non-compliance unless expressly stated otherwise in the TOR.

## 9.3 STAGE 2: FUNCTIONALITY EVALUATION - DESKTOP

9.3.1 Bids shall be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference (TOR).

9.3.2 Bidders must, as part of their bid documents, submit supportive documentation for all functionality requirements as indicated hereunder. The committee will verify all documents submitted on time by the bidders.

9.3.3 Bidders need not rate themselves but to ensure that all information is submitted as required.

9.3.4 Bidders who are successful in meeting the functionality threshold during this stage will be evaluated further on Preferential Procurement Regulation (PPR).

## 9.4 STAGE 2B: FUNCTIONALITY EVALUATION – INTERVIEW/SITE VISIT/DEMO

9.4.1 The DOT shall invite bidders who score the minimum threshold for desktop evaluation for Interview/demo that forms part of the technical/functionality evaluation process in the Terms of Reference.

9.4.2 Bidders who are successful in meeting the functionality threshold during this stage will be evaluated further on Preferential Procurement Regulation (PPR).

## 9.5 STAGE 3: PREFERENTIAL PROCUREMENT REGULATION (PPR), 2022

9.5.1 The applicable preference point system, being either 80/20 or 90/10, will be applied in the evaluation and award of the bid. A total of 80 or 90 points will be allocated for price as calculated in the completed SBD 6.1 form, and the remaining 20 or 10 points will be allocated for specific goals in accordance with the table below, depending on the applicable formula.

9.5.2 **Calculating preference points**

The following table will be utilised in evaluating preference: (Note that this must be adjudicated per TOR)

| Goals | Points out of 20 (80/20) | Points claimed | Proof Attached |
|---|---|---|---|
| **Black Owned (BO)** | **Max 10** | | |
| 100% BO | 10 | | |
| >50% | 5 | | |
| **Women Owed (WO)** | **MAX 6** | | |
| 100% WO | 6 | | |
| >50% | 3 | | |
| **Black Designated Group (BDG)** | **MAX 4** | | |
| 100% BDG | 4 | | |
| >50% | 2 | | |

### 9.5.3 Additional supporting documents required

| Preference Category | Definition (for RFP clarity) | Required Supporting Proof | Verification Notes |
|---|---|---|---|
| **Black Ownership** | Ownership by Black persons as per B-BBEE Act | • ID copies of Black shareholders<br>• CIPC Disclosure Certificate<br>• B-BBEE Certificate or Sworn Affidavit (EME/QSE) | Ownership % must be clearly stated and match CSD. |
| **Women-Owned Enterprise** | Ownership by women | • ID copies<br>• CIPC Disclosure Certificate<br>• B-BBEE Certificate or Sworn Affidavit (EME/QSE) | Must match CSD and company records. |
| **Youth** | Individuals aged 18–35 | • ID copy of youth owner(s)<br>• CIPC Disclosure Certificate<br>• B-BBEE Certificate/Affidavit confirming Women ownership | Age must be valid on closing date. |
| **People with Disabilities (PWD)** | Persons with long-term physical/mental impairment | • Medical certificate from a registered medical practitioner<br>• ID copy | Certificate must specify long-term disability. |
| **Military Veterans (MV)** | Registered military veterans | • Military Veterans Certificate issued by DMV<br>• ID copy | Only DMV-issued certificates accepted. |
| **Rural Enterprise** | Business located in a rural area | • Municipal account or lease agreement showing address<br>• CIPC registered address<br>• Affidavit confirming rural location | Address must match CSD. |
| **Township Enterprise** | Business located in a township | • Municipal account/lease agreement<br>• CIPC registered address<br>• Affidavit confirming township location | Township must be identifiable by municipality. |
| **Unemployed Persons (as owners)** | Enterprise owned by individuals who are unemployed | • Affidavit confirming unemployment status<br>• ID copy | Affidavit must state no employment in any sector. |

### 9.5.4 The following also applies:

a. Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

b. Bidders are required to complete the preference claim form (SBD 6.1), and submit the required supporting documents at the closing date and time of the bid in order to claim the points indicated in the TOR. The points scored by a bidder in respect of preference will be added to the points scored for price.

c. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted the required supporting documents together with the bid will be considered for preference points.

d. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated score card, with detailed points claimed by each partner, and supporting documents for every separate tender.

e. Failure on the part of the bidder to comply with paragraphs (a) to (d) will be deemed that preference points are not claimed and will therefore be allocated a zero (0).

f. The Department of Transport may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

g. The points scored will be rounded off to the nearest 2 decimals.

h. In the event that two or more bids have scored equal total points, the award will be done in terms of the Preferential Procurement Regulations 2022, *Section 8: Criteria for breaking deadlock in scoring.*

i. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

**9.5.5 Consortium / Joint Venture**

In the event that preference points are claimed for goals by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of those goals:

| Name of Consortium/JV Partner | Percentage (%) of the contract value managed or executed by the Partner |
|---|---|
| | |
| | |

# SECTION B: GENERAL

## 10. PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS

10.1 The Public Administration Act, 2014 (Act NO II Of 2014), chapter 3, section 8(2)(a)specifies that an employee of the Department may not conduct business with the Department.

10.2 Bidders having a kinship with persons employed by the Department, including a blood relationship, must declare their interest on the SBD 4 (Declaration Of Interest).

## 11. TAX CLEARANCE CERTIFICATE

11.1 Bidder's tax matters must be compliant at the time of award.

11.2 In case where a bidder's tax matters are non-compliant a bidder will be given seven (7) days to remedy the tax matters.

11.3 Failure to remedy this may invalidate the bid.

## 12. VALUE ADDED TAX

12.1 All bid prices must be inclusive of 15% Value-Added Tax and quoted in Rands.

## 13. CLIENT BASE

13.1 The DOT reserves the right to contact references during the evaluation and adjudication process to obtain information.

## 14. TRANSFORMATION

14.1 DOT promotes transformation within the maritime services sector of the South African economy and as such, bidders are encouraged to partner with majority black owned entities (51% black owned and controlled).

14.2 Such partnerships may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities.

## 15. LEGAL IMPLICATIONS

15.1 Successful bidder/s must be prepared to enter into a contract with the DOT.

## 16. COMMUNICATION

16.1 Supply Chain Management (SCM) within the DOT shall communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period.

## 17. COUNTER CONDITIONS

17.1 Bidders' attention is drawn to the fact that amendments to any of the Information to bid by bidders shall result in invalidation of such bids.

## 18. PROHIBITION OF RESTRICTIVE PRACTICES

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

a. directly or indirectly fixing a purchase or selling price or any other trading condition;

b. dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or

c. collusive bidding.

18.2 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

## 19. FRONTING

19.1 The DOT supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DOT condemns any form of fronting.

19.2 The DOT, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

19.3 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

## 20. VALIDITY PERIOD

20.1 Bids shall remain valid for the period indicated in the RFP.

20.2 The bidder shall hold the tender offer(s) valid and open for acceptance by the DOT at any time during the validity period stated in the RFP, calculated from the closing time and date stipulated in the tender document.

20.3 If requested in writing by the DOT, the bidder shall consider extending the bid validity period for an agreed additional period.

20.4 A tender submission submitted to the DOT may only be withdrawn or substituted by giving the DOT written notice prior to the closing time and date for tenders.

20.5 **Post-award validity:**

20.5.1 Without derogating from the initial bid validity period, bidders are required to keep their bids open, firm and capable of acceptance for a period of six (6) months, calculated from the date of issue of the written award or letter of appointment.

20.5.2 By submitting a bid, a bidder is deemed to have accepted this requirement and to have given an irrevocable undertaking that its bid, including pricing and all material terms, shall remain valid for the full post-award validity period referred to in clause 20.5.1.

20.5.3 The DOT reserves the right, within the post-award validity period and subject to compliance with all applicable legislative requirements, National Treasury prescripts and internal approvals, to enter into negotiations with and/or appoint an alternative bidder in the event that the contract with the initially appointed bidder is not concluded, is terminated, is cancelled, or the appointed bidder otherwise becomes incapable of performing the contract.

20.5.4 Any negotiations with, or appointment of, an alternative bidder shall be confined to the original scope, specifications and evaluation outcome of this tender and shall not result in any material deviation from the advertised requirements.

20.5.5 Failure by a bidder to honour the bid validity undertaking when called upon to do so within the validity period may be addressed in accordance with the DOT's Supply Chain Management Policy, applicable National Treasury prescripts and any other remedies available in law.

## 21. LATE BIDS

21.1 Late submissions will not be accepted.

21.2 A submission will be considered late if it arrived one minute after the closing time or any time thereafter.

21.3 The bid (tender) box shall be locked exactly at the closing time and bids arriving late will not be accepted under any circumstances.

21.4 Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

## 22. Proprietary Information

22.1 The DOT considers this tender and all related information, either written or verbal, which is provided to the bidders, to be proprietary to DOT.

22.2 It shall be kept confidential by the bidders and its officers, employees, agents and representatives.

22.3 The bidders shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of DOT.

## 23. DISCLAIMERS

23.1 The DOT has produced this document in good faith.

23.2 The DOT, its agents, and its employees and associates do not warrant its accuracy or completeness.

23.3 To the extent that DOT is permitted by law, DOT will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. DOT makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and DOT shall have no liability towards the responding service providers or any other party in connection therewith.

## 24. AUTHORISED SIGNATORY

24.1 A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

24.2 A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

24.3 If such a copy of the Resolution does not accompany the bid document of the successful bidder, the DOT reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the DOT, the bid will be disqualified and will not be evaluated.

24.4 If a bidder is a sole proprietor, no such documentation is required, provided that the document was completed and signed by the owner.

## 25. BIDDER DECLARATION

25.1 The bidder hereby declares the following:

We confirm that ________________________________________________ (Bidder's Name):

25.1.1 Notes the contents of this document;

25.1.2 Accept the conditions of this bid;

25.1.3 Will act honestly, fairly, and with due skill, care and diligence, in the interests of the DOT;

25.1.4 Will employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

25.1.5 Will act with circumspection and treat DOT fairly in a situation of conflicting interests;

25.1.6 Will comply with all applicable statutory or common law requirements applicable to the conduct of business;

25.1.7 Will make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DOT;

25.1.8 Will avoid fraudulent and misleading advertising, canvassing and marketing;

25.1.9 Conducts business activities with transparency and consistently uphold the interests and needs of DOT as a client before any other consideration; and

25.1.10 Ensures that any information acquired by the bidder(s) from DOT will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature:

________________________________________ Date: ________________

Print Name of Signatory: ____________________________ Designation ____________________

FOR AND ON BEHALF OF

____________________________________________________________

# ANNEXTURE A

# TECHNICAL PROPOSAL

transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

2030 NDP

# TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS

## DOT/XX/20XX/XX

**To be attached by bid office during publishing**

# Table of Contents

## 1 BACKGROUND

1.1 The purpose of these Terms of Reference (ToR) is to appoint a service provider to render comprehensive professional cleaning services for a period of three (3) years, commencing October 2026. According to Section 8 (1) of the occupational Health and Safety Act, 1993 (Act no. 85 of 1993), as amended, the Department is legally obliged to ensure a clean, hygienic work environment for the Employees, and requires the service provider to provide a comprehensive professional cleaning services that would meet this obligation.

1.2 The Department of Transport leases office space within Forum Building, 159 Struben Street, Pretoria.

1.3 Currently, the Department occupies the Mezzanine, Ground Floor, and First (1st) to sixth (6th) Floors of Forum Building, entrance and reception, lifts, staircases/ stair rails conference venues as well as the passageways, kitchens and ablution facilities. The service provider is required to tender per square meter for the required services for the floors within the Forum building, the service provider must work on the staff complement of 800 employees.

1.4 The Department of Transport occupies 30 448.80m² of Gross Lettable Area ("GLA") Office accommodation within Forum Building. The winning Bidder will be required to clean the said Office accommodation accordingly in compliance with the Occupational Health and Safety Act (Act no. 85 of 1993) and related prescripts.

## 2 RESPONSIBILITIES OF THE PARTIES

### 2.1 RESPONSIBILITIES OF THE SERVICE PROVIDER

The service provider shall:

2.1.1 Provide the cleaning services as detailed in the scope of service;

2.1.2 Ensure that the cleaning staff, materials, and equipment as described on this Terms of Reference are of a safe, good and acceptable quality for rendering the service.

2.1.3 Ensure that the cleaning services must be made available from Monday to Friday, from 06:00 to 15:00 & 07:00 to 16:00, excluding public holidays. However, certain services may be required outside of these normal working hours. The arrangement for these services might be made on an ad hoc basis and the Departmental representatives will ensure access to the building.

2.1.4 Be required to comply with the Department's security and emergency procedures & regulations, as well as Occupational Health & Safety measures in line with the amended OHS Act

2.1.5 Designated change rooms for both males and females are indicated and are provided, clearly marked and must be used as specified.

2.1.6 A designated kitchen is available for use in the allocated area

2.1.7 Designated space for storage of cleaning equipment, consumables, chemicals and machinery is provided all these cleaning items must be stored in the allocated area at all times.

2.1.8 Ensure that due care is taken to safeguard the health and safety of employees' visitors and other occupants when carrying out assigned duties and tasks.

2.1.9 Maintain and keep the cleaning equipment are in good condition and ensure compliance with the relevant safety standards.

2.1.10 Ensure that staff deployed within the forum building portray good conduct and comply with the provisions of the Basic Conditions of Employment Act. Employees must demonstrate appropriate behaviour and positive attitude conductive to a professional working environment including adherence to designated eating areas, refrain from making disruptive noise in the working areas and they must at all times conduct themselves in a professional, respectful and courteous manner.

2.1.11 Comply with the requirements as provided in the work checklist which will serve as a tool to monitor the services rendered.

2.1.12 The work must be carried out in a manner that maintains the Department's premises in a clean and tidy condition at all times. The cleaning of electrical plugs is excluded from the scope of work under this Terms of Reference.

2.1.13 The cleaners to ensure that they open toilet rolls before refilling them in the dispenser.

## 2.2 RESPONSIBILITIES OF THE DEPARTMENT

The Department shall:

2.2.1 An assigned representative from the Directorate: Travel & Facilities Management shall be appointed to manage, oversee and monitor the performance of the cleaning services contract and shall serve as the liaison person between the department and the Contractor.

2.2.2 Provide an adequate and safe storage facilities for the successful service provider's equipment and materials, and the Department shall not be held liable for any injury or loss of life of the Service Provider's employees, damage, theft and or loss of the service providers' product and equipment.

2.2.3 Provide the necessary water and electricity facilities.

2.2.4 Be responsible for coordinating ad hoc services as and when required.

2.2.5 Provide the service provider with a conducive, designated area for meetings, change rooms, and lockers.

# 3 SCOPE OF WORK

## 3.1 Cleaning & Specialised Sanitary Care

3.1.1 The Department of Transport would require the service provider to clean offices from Mezzanine Level, Ground Floor, and First ($1^{st}$) to Sixth ($6^{th}$) Floors. The scope of work shall include, but not limited to offices, entrances and reception, lifts, staircases and hand rails conference venues, passage ways, kitchens and ablution facilities / exits, the parking areas and garages.

3.1.2 Space (Office)

| FLOOR | SIZE |
|---|---|
| GROUND FLOOR | 2870.10 m² |

| FLOOR | SIZE |
|---|---|
| MEZZANINE | 1962.60 m² |
| 1ST FLOOR | 4924.50 m² |
| 2ND FLOOR | 4947.20 m² |
| 3RD FLOOR | 4939.30 m² |
| 4TH FLOOR | 4938.20 m² |
| 5TH FLOOR | 4939.00 m² |
| 6TH FLOOR | 489.40 m² |
| **TOTAL** | **30010.3** m² |

3.1.3 Additional services, such as, waste removal, carpet deep-cleansing professional sanitation, interior window cleaning.

3.1.4 The service provider will be required to clean the strong and storerooms as and when necessary.

3.1.5 The Service Provider shall maintain and implement an effective monitoring mechanisms to assess and ensure compliance with the required service standards on a daily basis. Records of inspections, identified deficiencies and corrective measures taken shall be maintained and made available to the Department upon request.

## 4 SERVICES AREAS

### 4.1 AREAS

The Department of Transport occupies the Mezzanine Level, Ground Floor, and 1st – 6th Floors of Forum Building, conference venues, the former Procon Fisher offices, the previous Transport Museum area and facilities within the Forum Building. The cleaning services is required in the following areas; offices, entrances, reception area, lifts, staircases, handrails, corridors, ablution facilities, parking areas, garages and kitchens.

### 4.1.1 Toilets_(See annexure "A" for a detailed breakdown of ablutions facilities)

| TOILETS | | | | | |
|---|---|---|---|---|---|
| **FEMALE** | | **MALE** | | **DISABLED** | |
| Floors | QTY | Floors | QTY | Floors | QTY |
| Ground | 3 (11) | Ground | 3 (7) | Ground | 1 |
| Reception<br>Control Room | 1<br>1 | Reception | 1 | Reception | 1 |
| M – Floor | 4 (7) | M – Floor | 1 (1) | M – Floor | |
| 1st Floor | 2 (3) | 1st Floor | 5 (5) | 1st Floor | 2 |
| 2nd Floor | 4 (9) | 2nd Floor | 2 (4) | 2nd Floor | 1 |
| 3rd Floor | 3 (6) | 3rd Floor | 4 (6) | 3rd Floor | 0 |
| 4th Floor<br>Ministry<br>Minister's Office<br>DM's Office<br>DG's Office | 5 (10)<br>1<br>1 | 4th Floor | 2 (4)<br>1 | 4th Floor<br><br><br>1 | <br><br><br><br>1 |
| 5th Floor | 3 (10) | 5th Floor | 5 (7) | 5th Floor | 1 |
| 6th Floor | 2 (2) | 6th Floor | 1 (1) | 6th Floor | 0 |

### 4.1.2 All Entrances

The glass doors in and around the entrances must be washed. The carpets must be vacuumed at least once a week . Uncarpeted floors must be swept and mopped / washed and polished.

### 4.1.3 Carpeted Floors

Carpeted floors must be vacuum cleaned and must be washed with water and biodegradable detergents and steam cleaned. The frequency of the aforementioned services in high traffic areas are described in **this TOR**.

### 4.1.4 Uncarpeted Floors

The floors must be swept. A safe and bio gradable detergent must be used to remove grime. The floor must be stripped with non-ammoniac floor detergent. Non-slip polish to be used. The successful service provider must display safety-warning signs while mopping floors.

### 4.1.5 Waste Basket and Dust Bins

All bins must be emptied and placed back (with bin plastic bag) in its original position. All bins must be washed. Rubbish must be collected in sealed plastic bag supplied by the service provider and placed at a central removal point.

### 4.1.6 Furniture and Equipment

All cabinets, air-conditioning units, filling cabinets, cupboards, bookstands, coffee tables, mirrors, chairs, desks and notice boards must be dusted. All wooden items must be polished with an approved SABS polish.

### 4.1.7 Telephones

All telephones must be dusted and wiped off with a moist cloth.

### 4.1.8 Statues, Models, Painting and Wall Tapestries

The above may only be cleaned after the official occupying the office space in question has granted authorization. The successful service provider must be responsible for any damages caused.

### 4.1.9 Doors

All doorknobs and handles must be wiped with a moist cloth. Both sides of the door must be washed. All copper or chrome doorknobs and handles must be polished.

### 4.1.10 Ablution Facilities, which form part of the hired accommodation

The floors must be cleaned with a disinfectant antiseptic germ-killing detergent – in the morning and immediately after lunch. Germ-killing detergents must also be used for cleaning of all parts of the sanitary ware (toilets and basins) in the morning and immediately after lunch. The service provider must supply sufficient toilet paper and hand foam soap (fragrance free) throughout the day. The service provider must supply both paper hand towel dispensers and paper hand towels. An air freshener unit must be supplied per restroom with air spray, and paper towels which must be replenished as required. Toilet-seat sanitizer (alcohol-based) spray must be available at all times.

#### 4.1.11 Libraries

All cabinets and cupboards, air-conditioning units and shelves must be dusted.

#### 4.1.12 Stairs

Stairs, stair walls and rails must be swept and washed.

#### 4.1.13 Lifts

The lifts must be cleaned. Mirrors and all metal must be cleaned.

#### 4.1.14 Windows

The windows inside as well as copper or chrome latches must be washed.

#### 4.1.15 Entrance areas in front of Lifts and Foyer

The dustbins must be cleaned before office hours. The entrance areas must be washed and polished. The walls and carpets must be washed.

### 4.2 Frequency of the professional cleaning per area required is:

#### 4.2.1 Floor Maintenance

| Task | Frequency |
|---|---|
| **(a) Resilient Floor** | |
| Sweep or damp mop | Daily |
| Machine burnish | Once a week or more frequently if required |
| Floor stripping | Monthly |
| Polish | Daily |
| **(b) Stones Floors Ceramic/ Porcelain Tiles, etc.** | |
| Sweep | Daily |
| Damp mop | Daily |
| Machine Scrub | Daily |

| **(c) Rugs and carpeting vacuum clean** | |
|---|---|
| Heavy traffic areas | Daily |
| Medium traffic areas | Alternate days |
| Light traffic areas | Once every two weeks |
| Steam clean (follow manufacture guidelines) | Quarterly / when required |

### 4.2.2 Dusting

| Task | Frequency |
|---|---|
| Dust all horizontal surfaces | Daily |
| Dust all high ledges and fittings | Weekly |
| Dust all vertical surfaces (walls, cabinets, etc.) | Daily |
| Dust all window ledges | Daily |

### 4.2.3 Waste Management and Disposal

| Task | Frequency |
|---|---|
| Empty and clean all receptacles | Twice daily or more frequently if required |
| Remove all waste to specified areas | Daily |
| Wash the waste baskets and dust bins | Weekly or immediately if necessary |
| Rubbish removal and shredded paper to a suitable dumping area (provide suitable bags and waste bins-250L wheelsx6) | Three times weekly, or more if required |

### 4.2.4 Wall and Paint Work

| Task | Frequency |
|---|---|
| Spot clean all low surfaces (i.e. glass, walls, doors and light switches) | Daily |

### 4.2.5 Glass and metal work

| Task | Frequency |
|---|---|
| Interior window cleaning | Monthly |
| Clean window copper/chrome latches | Daily |
| Spot clean glass doors | Daily |
| Clean and polish all bright metal fittings | Weekly |
| Clean all partition glass and doors | Weekly |

### 4.2.6 All toilets and restrooms or ablutions (must be cleaned and sanitation before 7:15 every morning)

| Task | Frequency |
|---|---|
| Maintain floor according to type | Daily |
| Damp mop floor with disinfectant | Twice daily |
| Empty and clean all waste receptacles | Twice daily |
| Clean and sanitize all bowls, basins and urinals, showers and baths, taps (where applicable) | Twice daily |
| Clean all mirrors | Daily |
| Clean all metal fittings | Daily |
| Spot clean walls, doors and partition and lockers (where applicable) | Daily |
| Replenish consumables (i.e. toilet paper, hand soap, toilet sprays and paper hand towels) | twice a day or more frequently when necessary |
| Wash and steam clean bathroom walls | Monthly |
| Replace hand paper towel dispenser batteries and Automated Air-Freshener Batteries: Requires Size 'D" batteries: | 378 minimum monthly / or more frequently when necessary |

### 4.2.7 Staircases

| Task | Frequency |
|---|---|
| Dust handrails and fittings | Daily |
| Maintain landings, treads and risers according to finish | Daily |
| Wash stairways walls | Once a month |

### 4.2.8 Fumigation

| Task | Frequency |
|---|---|
| Fumigating the entire building & common areas | Quarterly |

### 4.2.9 Miscellaneous

| Task | Frequency |
|---|---|
| Polish desks and office furniture | Once a week (unless required otherwise) |
| Vacuum cloth-covered furniture | Weekly, or more when necessary |
| Steam clean cloth-covered furniture | Twice a year |

## 4.3 The service must be comprehensive and has to include provision of the following facilities:

### 4.3.1 Toilet Roll Holders

| **Items & Requirement Objective** |
|---|
| **Toilet Roll Holders (Made Available by the Department)** |
| For holding a maximum of three toilet rolls, in cases where they are missing. The bidder/s are required to provide and are to be left at the end of the contract |
| Toilet roll holders must be locked (service provider to provider their own pad locks) and to be left behind upon contract termination. |
| Minimum supply of 3 rolls of toilet paper per toilet cubicle per day. Specification: double ply |
| Cleaners to ensure that they open toilet rolls before refilling them in the dispensers |

### 4.3.2 Automated hand paper towel dispensers – battery operated

| **Automated hand paper towel dispensers (Made Available by the Department)** |
|---|
| For holding a maximum of one Hand Paper Towel |
| Minimum supply of 1 rolls of Hand Paper Towel per Restroom, Weekly. Specification: Medical Rolls – 1 ply |
| Cleaners to ensure that they open hand paper towel before refilling them in the dispensers |
| Automated hand towel dispensers required Size "D" batteries |

### 4.3.3 Foam Soap Dispensers (hand & toilet seat)

| **Items & Requirements Objective** |
|---|
| **Foam Dispensers (Made Available by the Department)** |
| SABS approved foam soap (replenished daily / or more frequently when necessary) |
| Antibacterial 1100ml lotion foam soap |

### 4.3.4 Sanitary/ She Bins

| **Items & Requirement Objective** |
|---|
| **Automated / No Touch Sanitary Bins (Supply Automated Sanitary Bins: 1 x Female Bathrooms)** |
| Size: 15 Litres or Equivalent. Colour: White. Innovative reversible lid, can easily be placed on either side of the cubicle. |
| Touch free sensor model allows for hands free operation. Large, central opening for easy disposal. |
| Bin are treated with SABS tested chemicals which combats the unpleasant odours inside.. |
| Flexible service intervals: 7- day Service Cycle, per bin per month is required |
| Top-down disinfection and deodorising of bin and contents with Bin Liner. Fully lined and sealed for increased hygiene. |
| The Service Provider must remove the waste from the Sanitary Bins according to the National Waste Management Act regulations. |

### 4.3.5 Air fresheners

| **Items & Requirement Objective** |
|---|
| **Automated Air Fresheners (Supply 1 Air Freshener unit per restroom) release every 10min** |

| |
|---|
| Provide the most powerful Automated Air Freshening system available (Preferable Size 83 x 88 x 230mm, uses a 250ml or 320ml aerosol refill) |
| Indicate particulars |
| Electro fresh / Time fresh |
| Neutralise bacteria |
| Hygienic odour free environment |
| Time released aerosol system |
| Precision Sprays |

### 4.3.6 Deep clean services - Carpets in offices and passages & common areas (i.e. boardrooms) & furniture covered in cloth:

| **Items & Requirement Objective** |
|---|
| **Deep clean services (quarterly after-hours-preferably Saturdays & Sundays) over a 4-week period** |
| Steam clean (follow manufacture guidelines) of couches and office chairs including the boardrooms areas |
| Steam clean (follow manufacture guidelines) carpets in offices and passages including the boardrooms areas |
| Stripping, washing and buffing of laminated and tiled floors |
| Maintain high standards of hygiene in toilets and washing areas to reduce the risk of cross infections, etc. |

### 4.3.7 Deep clean services – ablution facilities and common areas:

| **Items & Requirement Objective** |
|---|
| **Deep clean services (monthly after-hours-preferably Saturdays / Sundays)** |
| Cleaning of reception area, staircases, lift lobby areas and lifts as well as toilets |
| Researched chemicals to be applied to ensure optimum results |
| Maintain high standards of hygiene in toilets and washing areas to reduce the risk of cross infections, etc. |
| Cleaning down Male Toilets: Proper Cleaning of Walls around Urinaries |

## 5 GENERAL

***NB: This paragraph must be read in conjunction with Standard Rules of Bidding for Terms of reference***

### 5.1 DRESS CODE

5.1.1 The service provider must indicate their corporate colours for the Department to choose from.

5.1.2 The service provider must provide all personnel working under this contract with personnel protective clothing (Gloves, overalls workwear / aprons and safety footwear per SANS 10400 and OHS Act requirements) which clearly state the name of the Service Provider.

5.1.3 The employees of the service provider who are required to be on the premises to execute the duties as stipulated in this Terms of Reference must at all times be clean, tidy and neatly dressed to the satisfaction of the Department. (Uniformity must be maintained).

### 5.2 EQUIPMENT

5.2.1 The service provider must use wet & dry industrial vacuum cleaners which are water filtered and less noisy (minimum of 10 industrial vacuum cleaners).

5.2.2 The service provider must provide noise-cancelling ear muffs (are to be used during vacuuming / in user of noisy machinery)

5.2.3 The service provider must use industrial steam and dry carpet machine for deep cleansing of carpets (8 industrial machines).

5.2.4 The service provider must fit in batteries (Requires 4 x Size "D" batteries per dispenser), in the automated paper hand towel dispensers (mounted on the wall). These dispensers are available in all ablution facilities within the Department.

5.2.5 The service provider must ensure that, all the equipment which require to be fitted on the tiled walls can be removed easily without damaging the tiles & / walls.

5.2.6 The service provider must include colour-copied photos of the all equipment that must be used within the Forum building, this equipment is subject to the Departments physical verification once they are appointed.

5.2.7 All the equipment to be used must be in good working condition and functional at all times.

5.2.8 All Acts and Regulations relating to cleaning and hygiene services and equipment must be adhered to by the Service Provider. All equipment and material must comply with South African National Standards (SANS) and Occupational Health and Safety Act and regulations and must be of high quality.

5.2.9 The Department reserves the right to conduct tests and analysis on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.

5.2.10 All cleaning material should be SANS approved, and a proof / certificate of product registration must be approved in this regard

5.2.11 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.

## 5.3 SERVICE STANDARD

5.3.1 The cleaning company must be responsible for monitoring the service provided by its suppliers to the Department and where necessary make recommendations to the Department to ensure the highest standard of service is provided (for service improvement in the next contract).

5.3.2 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately inducted prior to the commencement of the contract. All employees will be expected to have been trained within 6 months after commencement of the contract.

## 5.4 CLEANING MATERIAL

5.4.1 The service provider should display colour copied photos (Material Safety Data Sheet) on all products that must be used within the Forum building; these products are subject to the Departments physical verification.

# 6 SECURITY

## 6.1 SCREENING

6.1.1 The company and its employees will be subjected to DoT screening process

## 6.2 THEFT AND LOSSES

6.2.1 The service provider must be held liable for any theft of assets belonging to the Department and its employees as well as breakage caused by the service provider's employees.

6.2.2 Where applicable, the service provider must immediately comply with the Department's request and must not be entitled (as a result of such request) to claim any possible damages or loss from the Department.

6.2.3 The Service Provider shall ensure insurance cover for theft of assets and losses in this regard

# 7 LABOUR RELATION MATTERS

7.1 The Department reserve a right to identify and object to any employee, agent or representative of the service provider who, in the Department's reasonable opinion, a safety, health or security risk. Upon receiving written notification from the Department. The service provider under this contract and shall ensure that such person is not used in the execution of the contract thereafter. The Department must not be involved in labour related disputes or supervision between the Service Provider and employees. The service provider shall be reasonable for the proper supervision of its personnel and shall establish, implement and maintain documented complaint-resolution mechanisms to address grievances and service-related complaint effectively.

7.2 Service Provider must ensure that the Department is informed immediately but no longer that 12 hours of any removal and replacement of personnel for security reasons.

7.3 The Service Provider remains solely responsible for all employer obligations, including payment of wages, statutory deductions, benefits, supervision, discipline, and compliance with all labour legislation frameworks. The Department must not, under any circumstances, be drawn into labour disputes between the Service Provider and its employees.

7.4 The Service Provider must ensure that all employees assigned to the Department are paid in full and on time, in accordance with applicable labour laws, sectoral determinations, and the Service Provider's contractual obligations.

7.5 **Failure to pay staff, delayed payment, partial payment, or any conduct that results in labour unrest, go-slows, absenteeism, or service disruption will constitute a material breach of contract.**

7.6 The Service Provider must implement and maintain a documented internal complaints and grievance mechanism for its employees. Evidence of such mechanism must be provided to the Department upon request.

7.7 Where labour-related issues (including non-payment of wages) result in service disruption, the Department may invoke penalties, suspend services, or terminate the contract in accordance with the breach provisions.

## 8 ACCESS CONTROL / IDENTIFICATION

8.1 Service provider must supply its staff with identity tags, with the following information:

8.1.1 Name of Firm (Service provider)

8.1.2 Name of Employee

8.1.3 ID photo

8.2 The card must at all times be displayed when employees are on duty.

8.3 The service provider or his / her employees must not hamper or influence the normal functioning of the Department.

8.4 No information pertaining to the Department must be transferred by the prospective service provider and his/her staff to the public or new media in any manner.

8.5 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning materials are available at all times and that it should be replaced as required.

## 9 REPORTING AND MEETINGS

### 9.1 DAILY MEETINGS

9.1.1 The service provider must appoint a representative to hold daily meetings with the Department's appointed Facilities Management officials including Assistant Director/ Deputy Director responsible for daily operations, to discuss daily arising matters, such as unsatisfactory service, and any matters arising related to cleaning services.

### 9.2 MONTHLY MEETINGS

9.2.1 The service provider must attend monthly meetings with the Department's relevant unit head/s, on dates scheduled and agreed upon by both parties. Minutes of meetings will be circulated before the 3rd day after the meeting took place.

### 9.3 REPORTS

9.3.1 Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month, such as; all documents shall remain valid in the duration of the contract:

a. Absenteeism / relief staff

b. Labour Relations matters

c. In case where a Supervisor/s are replaced, provide the same qualifications indicated (under Evaluation Criteria)

d. Proof of payment of staff (salaries / bonuses): Bank advices evidencing payment to each employee

e. Detailed payroll schedule showing each employee's name, position, hours worked, gross pay, deductions, and net pay.

f. Signed acknowledgement of receipt of salary by each employee (or electronic equivalent).

g. Proof of payment of statutory obligations, including PAYE, UIF, COIDA, and Provident Fund contributions.

h. Declaration by the Service Provider confirming that all employees assigned to the Department have been paid in full and on time for the reporting period.

i. Incident report on any labour-related complaints, threats of industrial action, or grievances raised by employees, including how the Service Provider resolved them.

j. Proof of payment of the Unemployment Insurance Fund (UIF) or SARS statement confirming UIF contributions

k. Provident Fund

l. Public Liability Insurance

9.3.2 The successful bidder will be required to submit monthly certificates for waste disposal (sanitary waste disposal) to ascertain compliance to regulations (National Environmental Management Waste Act, 59 of 2008 and National Regulations on Healthcare Risk Waste).

## 10 BREACH, PENALTIES AND TERMINATION

***This clause must be read together with the Standard Rules of Bidding and the Service Level Agreement (SLA). Where inconsistencies arise, the Rules of Bidding and the SLA shall prevail.***

### 10.1 General Principle

10.1.1 The Department will provide all reasonable information and cooperation to enable the Service Provider to meet the required service levels. Failure by the Service Provider to comply with any obligation, standard, or requirement in this Contract, the Rules of Bidding, or the SLA constitutes a breach.

10.1.2 Where a breach is not remedied within the prescribed period, the Department may impose penalties and/or terminate the Contract.

**10.2 Material Breaches**

The following constitute material breaches of this Contract:

**10.2.1 Operational and Service Delivery Failures**

a. Failure to meet service levels, timeframes, or standards as defined in the TOR, SLA or Project Plan.

b. Failure to supply the required consumables, equipment, or personnel.

c. Failure to provide full services, resulting in additional cost to the Department or non-compliance with Health & Safety standards.

d. Unsatisfactory progress or poor quality of work, in the Department's opinion, despite engagement with the Supervisor and/or Service Provider.

e. Abandonment of services or failure to perform duties for any reason.

**10.2.2 Legal, Ethical and Compliance Failures**

a. Fraudulent, corrupt, or dishonest conduct in bidding for or executing the Contract.

b. Judicial execution or insolvency of the Service Provider or its directors.

c. Failure to comply with applicable laws, including labour, tax, environmental, and health and safety legislation.

d. Failure to maintain confidentiality as required under this TOR.

e. Deliberate submission of false or misleading information.

**10.2.3 Labour-Related Breaches (Non-Payment of Workers)**

a. Failure to pay employee salaries, wages, benefits, UIF, PAYE or provident fund contributions timeously and in full.

b. Any labour-related conduct that results in absenteeism, go-slows, unrest, or service disruption.

c. Failure to provide proof of payment or statutory compliance when requested.

d. Non-payment of workers is a material breach and may result in accelerated remedy periods or immediate termination.

**10.2.4 Capacity and Continuity Failures**

a. Incapacity of the owner, director, or key personnel where such incapacity adversely affects service delivery.

b. Cessation of business operations.

**10.3 Notice of Breach and Remedy Period**

10.3.1 Except where immediate termination is permitted under the Rules of Bidding or SLA:

10.3.2 The Department shall issue a written notice of breach;

10.3.3 The Service Provider shall have fourteen (14) calendar days to remedy the breach;

10.3.4 If the breach is not remedied within the notice period, the Department may terminate the Contract with immediate effect.

10.3.5 For labour-related breaches (non-payment of workers), the Department may require remedy within 48 hours due to the direct impact on service continuity.

**10.4 Immediate Termination (No Remedy Period Required)**

10.4.1 The Department may terminate the Contract with immediate effect where:

10.4.2 Fraud, corruption, or misrepresentation has occurred;

10.4.3 The Service Provider becomes insolvent or ceases trading;

10.4.4 The Service Provider gives notice of inability to sign or execute the Contract;

10.4.5 There is a material legal defect that renders the Contract invalid;

10.4.6 The Service Provider has abandoned its obligations;

10.4.7 Repeated failure to meet service levels despite prior notices;

10.4.8 Labour unrest caused by non-payment of workers results in service disruption.

10.4.9 These grounds mirror the Rules of Bidding clause 16.2.

**10.5 Penalties**

10.5.1 The Department may impose penalties for:

10.5.2 Failure to meet service levels;

10.5.3 Failure to provide required personnel or consumables;

10.5.4 Labour-related disruptions caused by the Service Provider;

10.5.5 Any breach that results in additional cost to the Department.

10.5.6 Penalties may include financial deductions, suspension of services, or restriction from future business with the State.

**10.6 Termination by the Service Provider**

The Service Provider may terminate the Contract where:

10.6.1 The Department fails to make payment in accordance with the Contract;

10.6.2 Services have been suspended for more than six (6) months;

10.6.3 The Department fails to remedy a breach within fourteen (14) days of written notice.

**10.7 Force Majeure**

10.7.1 Either Party may suspend or terminate the Contract where performance is prevented by causes beyond their control, without prejudice to accrued rights.

**10.8 Additional Rights**

Termination under this clause does not limit the Department's right to:

10.8.1 Claim damages;

10.8.2 Appoint an alternative service provider at the Service Provider's cost;

10.8.3 Notify relevant stakeholders and request restriction of the Service Provider from doing business with the State for up to five (5) years, in accordance with applicable legislation.

## 11 SERVICE LEVEL AGREEMENT

The successful bidder must enter into a Service Level Agreement with the DOT and must mark up and provide comments based on the scope of services mentioned in this document and submit as part of the bid.

## 12 PAYMENT

### 12.1 Invoice.

The Contractor's Project Manager shall at the end of each deliverable submit a consolidated invoice, certified as correct by the Contractors Project Manager, showing the actual work performed; hours worked, and manpower inputs for the task and associated costs accompanied by all supporting documents. Payments will be made on services rendered satisfactorily to DoT. The invoice must reflect the following minimum basic information and any additional specific information relating to the service provided.

### 12.2 Payment Information.

12.2.1 An invoice only becomes due and payable:

a. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment.

b. When the invoice is correct with regard to calculations, information contained (Invoice number and date, Name of the service provider and Address and amount), banking details and supporting documents.

c. Compliance with the original quoted and contracted price.

12.2.2 It is important to ensure that invoices are correctly submitted and reference the project name, DoT number and Order Number.

12.2.3 Non-compliance will delay the payment process

## 12.3 Credit Notes

Credit notes must reflect the following minimum information:

12.3.1 Credit notes number and date

12.3.2 Name of service provider and address

12.3.3 Original invoice number and date

12.3.4 Amount credited and any deductions due to service

## 12.4 Pricing Schedule and Cost Breakdown

**Kindly refer to the provided price breakdown. Pricing to be included in a separate envelope.**

12.4.1 The total quoted price must be in rands, shall include VAT, material, equipment and service, firm prices for 36 months (3 years). Pricing in the Bid response must be done in the following format:

12.4.2 The Total quoted price must include 15% VAT.

12.4.3 Bidders wishing to offer a discount for earlier settlement should detail their offer.

## 13 COMPLIANCE AND EVALUATION FRAMEWORK

**NOTE: BIDS MUST BE CLEARLY NUMBERED AS PER THE CRITERIA**

The bid shall be evaluated using three stages, which are broken down below:

**Stage 1:** Mandatory Compliance Requirement- Outright Disqualification

**Stage 2:** Mandatory Technical Compliance requirements

**Stage 3**: Functional Evaluation Criteria

**Stage 4**: Evaluation in Terms of 80/20 Preference Points Systems

## 13.1 STAGE 1: MANDATORY COMPLIANCE REQUIREMENTS- OUTRIGHT DISQUALIFICATION

13.1.1 Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

13.1.2 Bidders are required to be registered on the Central Supplier Database and the Department of Transport shall verify the bidder's tax compliance status through the Central Supplier Database.

13.1.3 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

13.1.4 It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.

13.1.5 Comply with all relevant and applicable South African regulations and prescripts.

## 13.2 TABLE:

| **OUTRIGHT DISQUALIFICATION** |
|---|
| **Non-compliance with 2 envelopes.**<br><br>The DOT follows a two-envelope system in which the technical proposal is separate from the pricing proposal. Unsealed/Accessible pricing info at onset of process, is deemed non-compliant. |
| Envelopes not clearly marked as Technical and Financial |
| Financials/Costing disclosed in technical proposal |
| **All SBD's not submitted**<br><br>The DOT cannot continue to evaluate a proposal without the submission of the required forms. Omission of all forms is deemed non-compliant. Omission of some may be deemed administrative. |
| **Non-responsive proposal**<br><br>When no proposal is submitted to evaluate (e.g. only SBD documents submitted for bid evaluated on functionality) |
| **Late bid** |

| |
|---|
| A bid submitted after the closing date and time. |
| |

## 13.3 STAGE 2: MANDATORY TECHNICAL COMPLIANCE REQUIREMENTS:

Tenders will be disqualified and not evaluated further if any of the following is not provided:

| Nr | Question | Components | Response (Y/N) | Substantiate /Indicate in RFP Response |
|---|---|---|---|---|
| 1 | Valid certification registration with South African Pest Control Association (SAPCA) or Valid National Certificate in Pest Control from a registered Pest Control Operator (PCO) | • Annual membership certificate issued by SAPCA<br>OR<br>• Proof of registration as a Fumigation Specialist with DALRRD<br>• **Outsourcing / Subcontracting:** Where the bidder relies on another company's certificate, licence, registration or specialist capacity for pest control/fumigation, a valid signed agreement with that company must be attached, together with the relevant valid certificate/licence/registration. | | |
| 2 | Valid Professional Cleaning Association Membership | Membership certificate issued by one or more of the following:<br>• National Contract Cleaners Association (NCCA)<br>• Cleaning Association of South Africa (CASA)<br>• Black Economic Empowerment Cleaning Association (BEECA)<br>• Professional Body for Environmental Hygiene (PBEH) | | |

| Nr | Question | Components | Response (Y/N) | Substantiate /Indicate in RFP Response |
|---|---|---|---|---|
| 3 | Valid Waste Management Licence | • Waste Management Licence issued under the National Environmental Management: Waste Act OR<br>• Licence issued by the relevant Licensing Authority for sanitary waste disposal<br>• **Outsourcing / Subcontracting:** Where the bidder relies on another company's certificate, licence, registration or specialist capacity for pest control/fumigation, a valid signed agreement with that company must be attached, together with the relevant valid certificate/licence/registration. | | |
| 4 | Valid Company Registration Certificate or Disclosure Certificate | Provide proof of company registration certificate with the Companies and Intellectual Property Commission (CIPC) | | |
| 5 | Public Liability Insurance | • Proof of valid Public Liability Insurance covering claims, loss, damage, or costs arising from contract execution.<br>• Insurance must remain valid for the full contract period.<br>• Public liability insurance of a minimum of R5,000,000 is required | | |
| 6 | COIDA Compliance (Letter of Good Standing) | • Valid Letter of Good Standing issued by the Compensation Commissioner (COIDA Act 130 of 1993).<br>• A Letter of Good Standing that expires before the closing date will not be considered or accepted. The letter must at least be valid by closing of the bid. | | |

| Nr | Question | Components | Response (Y/N) | Substantiate /Indicate in RFP Response |
|---|---|---|---|---|
| 7 | OHS Act Compliance | Confirmation that the Contractor will comply with the Occupational Health and Safety Act, including:<br>• Copy of the OHS Act available on request;<br>• At least one competent First Aider where 10+ employees are deployed;<br>• At least one Team Member must have a First Aid Certificate. | | |

## 13.4 STAGE 3: FUNCTIONAL EVALUATION CRITERIA

13.4.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders shall, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

13.4.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

13.4.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

13.4.4 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

13.4.5 The Bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the Presentation of proposed project plan.

## 13.5 DETAILED CRITERIA FOR STAGE 2a: TECHNICAL/DESKTOP EVALUATION

Bid proposal must follow the sequence of the below criteria with clear reference to the specified numbering.

| NR | SCORING CRITERION | WEIGHT | GUIDELINE FOR CRITERIA | SCORING |
|---|---|---|---|---|
| 1 | **Company Experience**<br><br>The Bidders must provide at least 5 contactable client references where same services (both comprehensive cleaning, hygiene and fumigation services) have been completed and can be verified.<br><br>The References must be presented in a form of written signed letter on an official letterhead. The letter must include the date, size of the building and commencement and end date, and the value of project (value in rands). The referral letters must be older than six months. The letter must be signed and stamped.<br><br>Letter/s of appointment and running contract will not be treated as reference letters | **10** | • Experience of the company in cleaning and hygiene industry. (Reference letter/ testimonials from client-company with client logo, signature, and date of the company to which the bidder is managing or has previously managed, training manual/s & dummy statements must be attached). The letter must not be older than 24 months in either Private or Public Sector, with at least one of 10 000 m² or bigger building<br><br>• NB: The content of the reference **letters/testimonials must indicate the type of services rendered and period of the project as well as the magnitude of the project.**<br><br>• **Contracts, Service Level Agreements, Appointment Letters and Purchase Orders will not be considered as proof of experience.** | **Company Track record:**<br><br>0= No reference letter.<br><br>2= 1 reference letters with a same project conducted and completed<br><br>4= 2 reference letters with a same project conducted and completed<br><br>6 = 3 reference letters with same projects conducted and completed.<br><br>8 = 4 reference letters with same projects conducted and completed.<br><br>10= 5 and above reference letters with same projects conducted and completed. |

| NR | SCORING CRITERION | WEIGHT | GUIDELINE FOR CRITERIA | SCORING |
|---|---|---|---|---|
| 2 | **COMPOSITION OF THE TEAM** and confirmation that the Team members have demonstrated skills and competency in the required areas of the Scope of Work: Bidders must provide CVs with copies of qualifications. | 15 | • Site Manager/ Supervisors to be utilized in the execution of the contract please attach personnel CVs entailing skills, training and experience in cleaning and hygiene (Minimum of 3 supervisors with minimum of Matric/N3, above 5 years' experience as a supervisor).<br>• A statement of results will not be considered as Matric Certificate.<br>• Copies of qualifications and written confirmation of availability for this project to be attached. Copies not older than six months. | **Average Individual/Team Member years of relevant working experience as per CV:**<br>**0=** No Matric and no relevant experience.<br>**05=** Matric and no relevant four 4 years relevant experience.<br>**10=** Matric and 5 to 9 years relevant experience.<br>**15 =** Matric and 10 and above years relevant experience. |
| 3 | **Availability of relevant cleaning and fumigation equipment, and cleaning and fumigation materials (consumables) to complete the project** | 20 | Supplier must submit the list of all equipment/ resources and materials to be provided to execute the project, including Equipment Maintenance Plan.<br>The cleaning and fumigation equipment and materials must be SABS approved. The SABS Certificate must be attached. Certified SABS Certificate for all the material | **0 =** No certificate and equipment maintenance plan submitted<br>**5=** submitted only the list of resources and material to be provided with equipment maintenance plan<br>**10=** submitted confirmation letter for SABS approval standard equipment and material, including equipment maintenance plan<br>**15=** submitted confirmation letter for SABS approval and list of all resources and material to be provided to execute the project including equipment maintenance plan.<br>**20 =** Comprehensive reports: attached certificate for Professional Cleaning Association and confirmation letter for SABS approved standards, equipment and |

| NR | SCORING CRITERION | WEIGHT | GUIDELINE FOR CRITERIA | SCORING |
|---|---|---|---|---|
| | | | | material and submitted the list of all resources and material to be provided to execute the project including equipment maintenance plan |
| 4 | **Methodology**: (Detailed proposed methodology of how the project will be executed that covers the proposed scope of work, proposed work schedule, proposed time frames etc) | **40** | Submit clearly defined project execution plan in line with the scope of work<br><br>Clearly indicate milestones / timeframes for each task to be completed<br><br>Comprehensive methodologies in line with the Professional Cleaning Services (Hygiene Services) and Fumigation Services. | **0=** No Methodology Plans attached.<br><br>**10=** Plan not addressing requirements: proposal only responding partially to the scope of work.<br><br>**20=** Proposal plan covering the scope, indicating time frames and resources.<br><br>**30=** Plan clearly defined project execution plan, covering the scope and clearly indicating time frames and resources allocated<br><br>**40=** Comprehensive proposal with clear project execution, covering the entire scope of work, and clear deliverables, including timeframes, key tasks, sub-tasks, indicating resources with project duration and clear completion date. |
| 5 | **Risk Management Plan and Business Continuity**<br><br>• **Business Continuity must be in line with Risk Management Plan.** | **15** | Submit Comprehensive Risk Management Plan and Business Continuity Plan with clear execution, covering the entire scope of work. | 0=No Risk Management Plan and business continuity provided or irrelevant plan.<br><br>05= Standard Risk Management Plan and business continuity<br><br>10: Moderate information on Risk Management and business continuity.<br><br>15=Comprehensive Risk Management Plan and business continuity with clear execution, covering the |

| NR | SCORING CRITERION | WEIGHT | GUIDELINE FOR CRITERIA | SCORING |
|---|---|---|---|---|
| | | | | entire scope of including timeframes, key tasks, sub-tasks, indicating resources and risk mitigating strategies. |
| | **TOTAL** | **100** | | |
| | **THRESHOLD** | **70** | | |

## 13.6 STAGE 4: EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM

13.6.1 Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

13.6.2 Price: Annexure B must be utilised for submission of pricing proposals.

## 13.7 PREFERENCE POINTS SCORECARD IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS.

The following table will be utilised in evaluating preference:

| Goals | Points out of 20 (80/20) | Required proof | Points claimed | Proof Attached |
|---|---|---|---|---|
| Black Owned (BO) | Max 10 | B-BBEEE Status level certificate. Issued by an authorized body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice | | |
| 100% BO | 10 | | | |
| >50% | 5 | | | |
| Women Owed (WO) | MAX 6 | B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice | | |
| 100% WO | 6 | | | |
| >50% | 3 | | | |
| Black Designated Group (BDG) | MAX 4 | B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice | | |
| 100% BDG | 4 | | | |
| >50% | 2 | | | |

**13.8 The following also applies:**

13.8.1 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

13.8.2 Bidders are required to complete the preference claim form (SBD 6.1), and submit the required supporting documents at the closing date and time of the bid in order to claim the points indicated in the TOR. The points scored by a bidder in respect of preference will be added to the points scored for price.

13.8.3 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted the required supporting documents together with the bid will be considered for preference points.

13.8.4 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated score card, with detailed points claimed by each partner, and supporting documents for every separate tender. See further detail in 5.10.

13.8.5 Failure on the part of the bidder to comply with paragraphs 5.7(a) to (d) will be deemed that preference points are not claimed and will therefore be allocated a zero (0).

13.8.6 The Department of Transport may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

13.8.7 The points scored will be rounded off to the nearest 2 decimals.

13.8.8 In the event that two or more bids have scored equal total points, the award will be done in terms of the Preferential Procurement Regulations 2022, *Section 8: Criteria for breaking deadlock in scoring.*

13.8.9 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

## 13.9 Consortium / Joint Venture

In the event that preference points are claimed for goals by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of those goals:

| Name of Consortium/JV Partner | Percentage (%) of the contract value managed or executed by the Partner |
|---|---|
| | |
| | |

## 14 ANNEXURES

14.1 ANNEXURE A – RULES OF BIDDING

14.2 ANNEXURE B – PRICING SCHEDULE FORMAT

14.3 ANNEXURE C –SLA

14.4 ANNEXURE D – SUMMARY OF COMPANY AND TEAM EXPERIENCE TEMPLATE

END OF DOCUMENT

**CHECKLIST:DOT/09/2026/CS**: APPOINTMENT OF A SERVICES PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS.

| NB | SERVICE PROVIDERS MUST INDICATE WITH A TICK | YES | NO |
|---|---|---|---|
| 1 | Did you take note that bids submitted per mail must be sent per registered mail and reach the Department in time to be **deposited in the Tender Box before the closing date and time**? | | |
| 2 | Are you familiar with the contents of the SBD 1 Form? Did your authorised official **complete and sign the SBD 1 Form**? | | |
| 3 | Did you submit an **original and valid Tax Clearance Certificate**? In bids where consortia/joint venture/sub-contractors are involved; **each party must submit a separate Tax Clearance Certificate** (paragraph 4 of the SBD 2 form) | | |
| 4 | Please note that **SBD 1** must form part of the Technical proposal. (**The envelope must be marked Technical proposal**) | | |
| 6 | Is the **SBD 6.1 Form completed and signed**? In bids where consortia /joint ventures sub-contractors are involved, **both parties must submit one B-BBEE Status Level Verification Certificate.** | | |
| 7 | Have you taken note of the General Conditions of Contract and **signed** the bottom of each page thereof? | | |
| 8 | **Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?** | | |
| 9 | **Please note that late bids will not be considered.** | | |
| 10 | **Updated CSD report must be attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?** | | |

**Declaration: I, the undersigned (Full Name) ............................................... certify that I have noted the contents of the above-mentioned checklist and have complied with the stipulations contained therein.**

............................................... **Signature**

............................................... **Date**

............................................... **Position**

............................................... **Name of Bidder**

**ENVELOPE NO.1: FUNCTIONALITY PROPOSAL**

| | |
|---|---|
| **BID DESCRIPTION:** | |
| **BID No:** | |
| **Submission closing date:** | |
| **Submission closing time:** | |
| **Name of bidder:** | |
| **Contact number of bidder:** | |
| **Address of bidder:** | |

**ENVELOPE NO.2: PRICE SCHEDULE / FINANCIAL PROPOSAL (SBD 3.3)**

| | |
|---|---|
| **BID DESCRIPTION:** | |
| **BID No:** | |
| **Submission closing date:** | |
| **Submission closing time:** | |
| **Name of bidder:** | |
| **Contact number of bidder:** | |
| **Address of bidder:** | |

**NB:** **In this envelope, the bidder shall provide the SBD 3.3/ financial proposal completed and signed. Please note that no financials should be burned/copied on the USBs.**

**CONTACT DETAILS :**

Physical address: Forum building, 159 Struben Street, Pretoria
National Department of Transport
Private Bag X193, Pretoria, 0001

For any enquiries, email: MakgobatlouS@dot.gov.za / Leharil@dot.gov.za

Good day,

You are hereby invited to attend the briefing session for the following procurement:

- **APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS**

The briefing session will provide prospective bidders with an opportunity to obtain further information and clarification regarding the requirements of the bid.

Regards,

---

## Microsoft Teams meeting

**Join:**

https://teams.microsoft.com/meet/340321151100674?p=gui0VfvGL80nZAjqJD

Meeting ID: 340 321 151 100 674
Passcode: wb7Ga7CM

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Need help? | System reference
For organizers: Meeting options

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# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)* | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | DOT/09/2026/CS | CLOSING DATE: | 25/09/2026 | CLOSING TIME: | 11:00 |
| DESCRIPTION | TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)* | | | | | |
| NATIONAL DEPARTMENT OF TRANSPORT 159 FORUM BUILDING CORNER BOSMAN AND STRUBEN STREET | | | | | |
| PRIVATE BAG X 193 | | | | | |
| PRETORIA 0001 | | | | | |
| | | | | | |

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|---|---|---|---|
| CONTACT PERSON | MR SJ MAKGOBATLOU / MS N NYAWO | CONTACT PERSON | Ms. Lehari I |
| TELEPHONE NUMBER | 012 309-3083/3291 | TELEPHONE NUMBER | 012 309 3832 |
| FACSIMILE NUMBER | N/A | FACSIMILE NUMBER | N/A |
| E-MAIL ADDRESS | MakgobatlouS@dot.gov.za/NyawoN@dot.gov.za | E-MAIL ADDRESS | Leharil@dot.gov.za |

| SUPPLIER INFORMATION | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] ☐ Yes ☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] ☐ Yes ☐ No | |
| *[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]* | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No [IF YES, ANSWER PART B:3 ] | |

| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
|---|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | |

# PART B
# TERMS AND CONDITIONS FOR BIDDING

| | |
|---|---|
| **1.** | **BID SUBMISSION:** |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.** |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |

| | |
|---|---|
| **2.** | **TAX COMPLIANCE REQUIREMENTS** |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS 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: ……………………………………………

# TAX CLEARANCE CERTFICATE REQUIREMENTS

**It is a condition of 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.**

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

# 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[1] 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 |
|---|---|---|
| | | |
| | | |
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| | | |

2.2 Do you, or any person connected with the bidder, have a relationship

1 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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
...................................................................................................................
...................................................................................................................

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 consortium2 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

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2 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.

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.

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 |

# PRICING SCHEDULE
**(Professional Services)**

NAME OF BIDDER: ……………………………………………………………………………BID NO.: DOT/09/2026/CS

CLOSING TIME 11:00 CLOSING DATE: 25/09/2026

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

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R……………………………………………………

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

| PERSON AND POSITION | HOURLY RATE | DAILY RATE |
|---|---|---|
| ------------------------------ | R------------------------------ | ------------------------------ |
| ------------------------------ | R------------------------------ | ------------------------------ |
| ------------------------------ | R------------------------------ | ------------------------------ |
| ------------------------------ | R------------------------------ | ------------------------------ |
| ------------------------------ | R------------------------------ | ------------------------------ |

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

| | | |
|---|---|---|
| ------------------------------ | R------------------------------ | ------------------------- days |
| ------------------------------ | R------------------------------ | ------------------------- days |
| ------------------------------ | R------------------------------ | ------------------------- days |
| ------------------------------ | R------------------------------ | ------------------------- days |

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---|---|---|---|
| ------------------------------ | ………………. | ………………. | R………………. |
| ------------------------------ | ………………. | ………………. | R………………. |
| ------------------------------ | ………………. | ………………. | R………………. |
| ------------------------------ | ………………. | ………………. | R………………. |

TOTAL: R…………………………………………………

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

Bid No.: ..........................................

Name of Bidder: ..........................................................................................................................................

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---|---|---|---|
| ------------------------------------------------------------------------------- | .................. | ................ | R.................. |
| ------------------------------------------------------------------------------- | .................. | ................ | R.................. |
| ------------------------------------------------------------------------------- | .................. | ................ | R.................. |
| ------------------------------------------------------------------------------- | .................. | ................ | R.................. |

TOTAL: R.......................................................

6. Period required for commencement with project after acceptance of bid ..........................................................................

7. Estimated man-days for completion of project ..........................................................................

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ..........................................................................

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

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

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF TRANSPORT
Ms. Nelisiwe Nyawo / Ms Makgobatlou S
Supply Chain Management
Tel: 012 309 3291/3083

Or for technical information

DEPARTMENT OF TRANSPORT
Ms Lehari I
Corporate services
Tel :012 309 3832

# 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**

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## 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

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:

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total points for Price and SPECIFIC GOALS** | 100 |

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

(a) **"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;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"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

(e) **"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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

| 80/20 | or | 90/10 |
|---|---|---|
| $Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$ | or | $Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$ |

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) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| **BLACK OWNED** | | **MAX 10** | | |
| 100% BO | | 10 | | |
| >50% | | 5 | | |
| **WOMEN OWNED** | | **MAX 6** | | |
| 100% WO | | 6 | | |
| >50% | | 3 | | |
| **BLACK DESIGNATED GROUP** | | **MAX 4** | | |
| 100% BDG | | 4 | | |
| >50% | | 2 | | |

**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.

………………………………………

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** ………………………………………………

**DATE:** ………………………………………………

**ADDRESS:** ………………………………………………

………………………………………………

………………………………………………

………………………………………………

# ANNEXTURE B

# FINANCIAL PROPOSAL

| ANNEXURE D: INSTRUCTIONS | |
|---|---|
| DOT/09/2026/IPT | APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS |

**1. STRUCTURE OF THE TENDER**

This spreadsheet contains the compliance with the TOR checklist, company, project leader and project team experience submission templates for the bid.

**2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES**

***2.1 Tender submission format***

In the event of a discrepancy, the paper copy will prevail.

2.1.2 Bidders must complete all schedules

2.1.3 Bidders must sign all paper copies of their Annexure D.

***2.2 Input spreadsheets***

2.2.1 Annexure D templates are contained within the one (1) Excel Workbook

2.2.2 Bidders may make changes as agreed, to the spreadsheets.

| DOT/09/2026/IPT | APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS |
|---|---|

**Annexure D1: Company Experience**

| NUMBER OF PROJECTS COMPLETED | PROJECT 1 | PROJECT 2 | PROJECT 3 | PROJECT 4 | PROJECT 5 |
|---|---|---|---|---|---|
| PROJECT DETAILS | | | | | |
| PROJECT NAME | | | | | |
| DURATION | | | | | |
| SUCCESSFUL COMPLETION (Y/N) | | | | | |
| SUMMARY/DESCRIPTION OF PROJECT | | | | | |
| SCOPE OF PROJECT | | | | | |
| PROOF TO SUPPORT (Y/N) | | | | | |

| Bidder signature |
|---|
| Signature |

| DOT/09/2026/IPT | APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS |
|---|---|

**Annexure D2: Proposed Team**

| # | Name of team member | Role (As specified in Tor) | Qualifications (list) | Years Exp |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |

| Bidder signature | |
|---|---|
| Signature | Enter the details of the team members allocated to executing the required deliverables. Attach certified copies of qualifications to bid. |

| DOT/09/2026/IPT | APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS |
|---|---|

**Annexure D3: Summary of past experience of team members**

| Name of team member | Project | Client name (attach details of contact persons) | Project Start | Project end |
|---|---|---|---|---|
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| Bidder signature |
|---|
| Signature |

Attach verifiable / contactable references to bid

**"ANNEXURE B"**

**NB: Submit a separate cost breakdown utilizing the following format:**

| BREAKDOWN OF SALARIES/WAGES | | | | | | |
|---|---|---|---|---|---|---|
| MINIMUM REQUIREMENT AS PER TOR: 30-Including 5 Supervisors and 5 Males | | | | | | |
| DESCRIPTION | REFERENCE IN TOR/ANNEXURE/NOTES | QTY | HOURLY RATE | TOTAL MONTHLY YEAR 1 | TOTAL MONTHLY YEAR 2 | TOTAL MONTHLY YEAR 3 |
| **CLEANERS** | | | | | | |
| Salaries/Wages (Inc Annual Escallation) | TOR 21.1.2.9 | | | | | |
| Leave (All types) | TOR 21.1.2.9 | | | | | |
| Overtime (Deep cleaning monthly and quaterly) | TOR 21.1.2.9 | | | | | |
| Uniforms | TOR 21.1.2.9 | | | | | |
| Legislative Bodies | TOR 21.1.2.9 | | | | | |
| Skills Development (Training) | TOR 21.1.2.9 | | | | | |
| Other (including 13th Cheque /Bonus) | TOR 21.1.2.9 | | | | | |
| **TOTAL EXC VAT** | | | | | | |
| **TOTAL INCL VAT** | | | | | | |
| **TOTAL INCL VAT YEAR 1,2 AND 3** | | | | | | |
| **SUPERVISORS** | | | | | | |
| Salaries/Wages (Inc Annual Escallation) | TOR 21.1.2.9 | | | | | |
| Leave (All types) | TOR 21.1.2.9 | | | | | |
| Overtime (Deep cleaning monthly and quaterly) | TOR 21.1.2.9 | | | | | |
| Uniforms | TOR 21.1.2.9 | | | | | |
| Legislative Bodies | TOR 21.1.2.9 | | | | | |
| Skills Development (Training) | TOR 21.1.2.9 | | | | | |
| Other (including 13th Cheque /Bonus) | TOR 21.1.2.9 | | | | | |
| **TOTAL EXC VAT** | | | | | | |
| TOTAL INCL VAT | | | | | | |
| **TOTAL INCL VAT YEAR 1, 2 AND 3** | | | | | | |

| GRAND TOTAL SALARIES/WAGES NCL VAT YEAR 1, 2 AND 3 | | | |
|---|---|---|---|

## BREAKDOWN OF EQUIPMENT

MINIMUM REQUIREMENT AS PER TOR INDICATED IN QUANTITIES

| DESCRIPTION | REFERENCE IN TOR/ANNEXURE/NOTES | QTY | UNIT COST | TOTAL MONTHLY YEAR 1 | TOTAL MONTHLY YEAR 2 | TOTAL MONTHLY YEAR 3 |
|---|---|---|---|---|---|---|
| **EQUIPMENT** | | | | | | |
| Wet & Dry Vacuum Cleaners | TOR6.2 | 10 | | | | |
| Trolley Carts | TOR6.2 | 30 | | | | |
| Bucket | TOR6.2 | 30 | | | | |
| Broom | TOR6.2 | 15 | | | | |
| Mops | TOR6.2 | 15 | | | | |
| Carpet Brush | TOR6.2 | 30 | | | | |
| Toilet brush | TOR6.2 | 412 | | | | |
| Dust pan | TOR6.2 | 30 | | | | |
| Industrial Cleaning Machines | TOR6.2 | 6 | | | | |
| Toilet Paper Holders | TOR6.2 | 17 | | | | |
| Automatic Air Frenshner Dispenser (Size 83 x 88 x 230mm) for 250ml or 320ml aerosol refil. Time Delays between Sprays: 5,10,15,20 Minutes | TOR6.2, 5.3.2, 5.3.3 | 63 | | | | |
| Hand soap dispenser | TOR6.2, 5.3.2 | 63 | | | | |
| Toilet Seat foam Sanitizer dispenser | TOR6.2, 5.3.2 | 103 | | | | |
| She bins | | 65 | | | | |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **REPAIRS** | | | | | | |
| **MAINTENANCE** | | | | | | |
| **TOTAL EXC VAT** | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| TOTAL INCL VAT | | | | | | |
| TOTAL INCL VAT YEAR 1, 2 AND 3 | | | | | | |

| BREAKDOWN OF CLEANING MATERIAL & CONSUMABLES | | | | | | |
|---|---|---|---|---|---|---|
| Taking into consideration the identified spaces in Specifications, as well as a staff compliments of approx. 700 | | | | | | |
| DESCRIPTION | REFERENCE IN TOR/ANNEXURE/NOTES | QTY | UNIT COST | TOTAL MONTHLY YEAR 1 | TOTAL MONTHLY YEAR 2 | TOTAL MONTHLY YEAR 3 |
| Toilet Paper (2 Ply) | 103*3 daily TOR5.2.1.6, 5.3.1 | | | | | |
| Hand Paper Towels Refills | 63 Automatic Hand Towel Dispensers refilled as required TOR5.2.1.6 | | | | | |
| Battery: Size "D" Batteries Replacement | TOR 5.2.1.6 & .5, 3.3 | | | | | |
| Hand Soap | 63 Dispensers refilled as required TOR5.2.1.6, 5.3.2 | | | | | |
| Germ Killer: Floor | TOR 5.1.9 | | | | | |
| Germ Killer: Sanitray equipment | TOR 5.1.9 | | | | | |
| Furniture Polish | TOR 5.1.5, 5.1.8 | | | | | |
| Toilet Seat foam Sanitizer refills | 103 Dispensers refilled as required TOR5.1.9 | | | | | |
| Air Freshener refills | 63 Dispensers refilled as required TOR5.2.1.6, 5.3.3 | | | | | |
| Glass/Metal/Mirror Cleaner | TOR 5.1.7, 5.1.9, 5.1.13,5.1.14, 5.2.1.5 | | | | | |
| Multipurpose Cleaner/Other cleaning supplies | TOR 5.2.1.9, 5.2.1.4 etc | | | | | |
| Refuse Bags | TOR 5.2.1.3 etc | | | | | |
| Refuser Collection | TOR 4.2.3 | | | | | |
| Floor polish | TOR 5.2.1.1 etc | | | | | |
| Dusters | TOR 5.2.1.2 etc | | | | | |
| Duster Cloth | 70 ( or as required) | | | | | |
| Wet Cloth | 70 ( or as required) | | | | | |
| Dry Cloth | 70 ( or as required) | | | | | |
| Other | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| **TOTAL EXC VAT** | | | | | | |
| **TOTAL INCL VAT** | | | | | | |
| **TOTAL INCL VAT YEAR 1,2 AND 3** | | | | | | |

## OTHER COSTS

| DESCRIPTION | REFERENCE IN TOR/ANNEXURE/NOTES | QTY | UNIT COST | TOTAL MONTHLY YEAR 1 | TOTAL MONTHLY YEAR 2 | TOTAL MONTHLY YEAR 3 |
|---|---|---|---|---|---|---|
| **DEEP CLEANING** | | | | | | |
| Deep cleaning of Ablutions, Lobbies, Kitchens, Reception, Stairs & Lifts | TOR5.3.4 | Quarterly | | | | |
| Carpet cleaning with strong detergent | TOR5.2.1.9 | Quarterly | | | | |
| Steam Clean carpets and cloth covered furniture | TOR 5.2.1.1, 5.2.1.10 | Quarterly | | | | |
| **FUMIGATION OF THE BUILDING** | | | | | | |
| Fumigation entire building | TOR5.2.1.9 | Quarterly | | | | |
| **SPECIALISED SANITARY CARE** | | | | | | |
| Eg. She Bin liner bags, She Packs plastic bags | TOR5.2.1.6 | Weekly | | | | |
| **BREAKDOWN OF MANAGEMENT FEES** | | | | | | |
| **OTHER COSTS** | | | | | | |
| | | | | | | |
| | | | | | | |
| **TOTAL EXC VAT** | | | | | | |
| **TOTAL INCL VAT** | | | | | | |

| | | | |
|---|---|---|---|
| TOTAL INCL VAT YEAR 1,2 AND 3 | | | |

| | | | |
|---|---|---|---|
| TOTAL SALARIES/WAGES INCL VAT YEAR 1, 2 AND 3 | | | |
| TOTAL EQUIPMENT | | | |
| TOTAL CLEANING MATERIAL & CONSUMABLES INCL VAT YEAR 1, 2 AND 3 | | | |
| TOTAL OTHER COSTS INCL VAT YEAR 1, 2 AND 3 | | | |
| GRAND TOTAL INCL VAT YEAR 1, 2 AND 3 | | | |

ANNEXTURE A

ANNEXURE A

transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

2030 NDP

# STANDARD RULES OF BIDDING FOR TERMS OF REFERENCE (TOR) OR REQUEST FOR PROPOSAL (RFP)

# DOT/09/2026/CS

## 1 RULES OF BIDDING

### 1.1 INFORMATION SESSION

1.1.1 A Briefing and Site Inspection session will be held as detailed in the Advert. The Briefing session will provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any Briefing Notes which may be issued by the Department to the Service Providers should be considered as part of this project.

1.1.2 Bidders may ask for clarification on this TOR or any of its Annexures up to close of business forty-eight (48) hours before the deadline for the submission of bids. Any request for clarification must be submitted by email to the Bid Office. Copies of questions and answers will be emailed to all firms that register at the briefing session.

### 1.2 FORMAT AND SUBMISSION OF BIDS

1.2.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered. All late bids must be collected within seven (7) days failing which the DOT will discard of such late proposals.

**1.2.2 Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including all the**

**SDB documents except for SBD 3.3 and Annexure B, must be submitted together with the technical proposal.**

1.2.3 Format of submission of proposals:

a. Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response;
b. Proposals must be submitted as one (1) original and four protected soft copies. Soft copies must be exact copies of the original technical document, including all supporting documents, and should be labelled properly.
c. Soft copies are not required for financial proposals. If a bidder does submit the financial proposal in soft copies, those copies must be sealed in the envelope marked financial.
d. Including the financial proposal on the technical soft copy will lead to automatic disqualification.

1.2.4 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is essential to comply with all conditions pertaining to mandatory requirements.

1.2.5 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.

1.2.6 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended after its date of submission.

1.2.7 Department of Transport (DOT) reserves the right to accept or consider any bid in full or in part or any responses or submissions in relation thereto.

1.2.8 DOT reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the TOR.

1.2.9 DOT reserves the right to request any additional information that it may require or deem necessary. All such requests shall be in writing.

1.2.10 After careful consideration and thorough examination of the proposals, DOT shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements, including costing of all deliverables and submission of a financial proposal that is responsive to the bid. The lowest price (management fee where applicable) offered will not necessarily be a decisive factor in choosing between Proposals.

1.2.11 The Department published the results of the outcome of a tender process, including the details of the successful bidder in the same media that was used to advertise the bid.

## 1.3 SUB-CONTRACTING, PARTNERSHIP/CONSORTIUM/JOINT VENTURE AND COMPANY REQUIREMENTS

1.3.1 A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorized person.

1.3.2 A proposal submitted by a partnership must be accompanied by a written partnership agreement.

1.3.3 A proposal submitted by a consortium or joint venture 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 a full appraisal of its functioning.

## 1.4 MATTERS RELATING TO TAX COMPLIANCE AND CLAIMING OF POINTS FOR GOALS IN TERMS OF PREFERENCE POINTS FOR VARIOUS COMPANY MODELS

### 1.4.1 Tax compliance – General

**a.** No tender shall be awarded to a bidder who is not tax compliant. The DOT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The DOT further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

b. It is a condition of 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.

c. Compliance must be throughout the bidding process, award and contracting.

d. Service providers will be afforded the opportunity to correct tax compliance status and provide written proof of status or arrangements within a maximum of seven (7) working days.

### 1.4.2 Tax compliance – Consortia / Joint Ventures

a. Consortia: Each party must submit a separate Tax Clearance Certificate.

b. Joint-Venture: Unincorporated entity - each party must submit a separate Tax Clearance Certificate. Incorporated entity-tax clearance certificate for the JV and CSD registration of Joint Venture.

**1.4.3 Claiming of Preference Points – General**

a. Please refer to the TOR/RFP document for detailed terms and conditions for preference points claims as well as the allocated goals.

**1.4.4 Claiming of Preference Points – Consortia / Joint Ventures**

a. A trust, consortium or joint venture, will qualify for points on prescribed goals, provided that the entity submits the required breakdown of goals claimed, with supporting documents.
b. Consortium: Each partner is evaluated separately, and allocated points in accordance with the percentage of their stake holding as indicated per the proposal.
c. Joint-Venture: Unincorporated entity/no BEE Certificate or Affidavit as a JV as yet - Each partner is evaluated separately, and allocated points in accordance with the percentage of their stake holding as indicated per the proposal. Incorporated entity – evaluated based on the JV's collective score as claimed.

**1.4.5 Claiming of Preference Points during Sub-Contracting**

a. A bidder will not be awarded points preference if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
b. A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher total score on preference goals points claimed, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 1.5 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

1.5.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The DOT reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

# 2 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY RIGHTS

## 2.1 CONFIDENTIAL INFORMATION

2.1.1 **Confidentiality obligation**. Each Party ("the receiving Party") must treat and hold as confidential all information which they may receive from the other Party ("the disclosing Party ") or which becomes known to them concerning the disclosing Party during the duration of this Contract.

2.1.2 **Nature of the confidential information.** The confidential information of the disclosing Party shall, without limitation, include:

a. all software and associated material and Documentation, including information contained therein;

b. all information relating to :

   i. the disclosing Party's past, present and future research and development;

   ii. the disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;

   iii. the terms and conditions of this Contract; and

   iv. the Department's data.

2.1.3 The Parties shall, except as permitted by the Contract, not disclose or publish any confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing Party and in the event of the confidential information relating to a third party, it shall also be incumbent on the receiving Party to obtain the consent of such third party.

2.1.4 **Receiving Party's obligations with regard to confidential information**. The receiving Party agrees that in order to protect the proprietary interests of the disclosing Party in its confidential information:

a. it will only make the confidential information available to those of its Personnel who are actively involved in the execution of this Contract;

b. it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, the confidential nature thereof;

c. subject to the right to make the confidential information available to their Personnel under clause 15.4.1 above, they will not at any time, whether during this Contract or thereafter, either use any confidential information of the disclosing Party or directly or indirectly disclose any confidential information of the disclosing Party to third parties;

d. all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the disclosing Party which have or will come into the possession of the receiving Party and its Personnel, will be, and will at all times remain, the sole and absolute property of such Party and shall be promptly handed over to such Party when no longer required for the purposes of this Contract.

2.1.5 **Obligations in respect of confidential information upon termination**. Upon termination or expiry of this Contract, the receiving Party will deliver to the disclosing Party or at the disclosing Party's option, destroy all originals and copies of the disclosing Party's confidential information in its possession.

2.1.6 The aforementioned obligations shall not apply to any information which:

a. is lawfully in the public domain at the time of disclosure;
b. subsequently and lawfully becomes part of the public domain by publication or otherwise;
c. subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or
d. is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

**2.1.7 Disclosure to professional advisors**. Nothing in this clause shall preclude the Parties from disclosing the confidential information to their professional advisors in the *bona fide* course of seeking business and professional advice.

**2.1.8 Severability.** The provisions of this clause 15 are severable from the rest of the provisions of this Contract and shall survive its termination and continue to be of full force and effect for a period of ten (10) years after the date of termination.

## 2.2 INTELLECTUAL PROPERTY RIGHTS

2.2.1 **Ownership in Services vests in Department.** All rights of ownership and copyright in the Services to be provided by the Contractor to the Department shall vest solely with the Department, and the Contractor will not make such information available to any other party without the written consent of the Department on such terms and conditions as may be stipulated by the Department at that time. '

2.2.2 **No aspect of the Services to infringe 3rd Party intellectual property rights.** The Contractor warrants that no aspect of the Services provided in terms hereof will infringe any patent, design, copyright, trade secret or other proprietary right of any third party ("third party proprietary rights"), and the Contractor shall, at its own cost, defend the Department against any claim that the Services infringe any such third party proprietary rights, provided that the Department gives prompt notice to the Contractor of such claim and the Contractor controls the defence thereof.

2.2.3 The Contractor further indemnifies the Department against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the Department in any action which is attributable to such claim and will reimburse the Department with all costs reasonably incurred by the Department in connection with any such action.

2.2.4 **Process in the event of a claim.** Should any person make any claim against the Department in terms of clause 16.2, the Department shall give the Contractor notice thereof within ten (10) days of becoming aware of such claim to enable the Contractor to take steps to contest it.

2.2.5 **Infringement of 3rd Party rights.** Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Contractor shall, at its discretion and within thirty (30) days of the Services having been found to infringe:

e. obtain for the Department the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
f. replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
g. alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
h. withdraw the subject of infringement.

**2.2.6 Ownership.** Ownership of all Departmental data, whether under its control or not, shall continue to vest in the Department and the Contractor shall not obtain any proprietary rights of such data.

**2.2.7 Data may only be used in performance of the Services.** The Department's data in the possession of the Contractor, or to which the Contractor may have access during the currency of this Contract, may not be used by the Contractor for any purposes whatsoever other than as may be specifically required to enable the Contractor to comply with its obligations in terms of this Contract.

**2.2.8 Preservation of integrity of data.** Both Parties shall take reasonable precautions (having regard to the nature of their obligations in terms of this Contract), to preserve the integrity of the Department's data and to prevent any unauthorised access, corruption, or loss of such data.

## 3 TERMS AND CONDITIONS

### 3.1 GENERAL

3.1.1 The Department reserves the right to amend, modify or withdraw this Terms of Reference (TOR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any Service Provider.

3.1.2 Neither the Department, nor any of its respective, officers, or employees may make any representation or warranty, expressed or implied in this TOR document, and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future.

3.1.3 The costs of preparing proposals and of negotiating the Contract will not be reimbursed.

3.1.4

3.1.5 The Department also reserves the right to call interviews, site visits and/or call for demo's of the product or solution, with short-listed Service Providers before final selection, and to negotiate price with the Preferred Service Providers.

3.1.6 Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the Contract is awarded. Any effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.

3.1.7 Bid submission requirements must be completed in sections and appendices provided in the bid document.

3.1.8 **ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY**. More information in this regards is available on www.ocpo.treasury.gov.za. Proof of registration must be submitted together with the technical proposal.

3.1.9 Bidders may provide any additional information deemed important for the DOT to consider.

3.1.10 Prospective Bidders must at all times comply with the Department's Supply Chain rules and processes with regard to all projects and payments.

### 3.2 ORDER OF PRECEDENCE.

3.2.1 In the event of any conflict between any provisions of the SCC, GCC, Proposal and any other document accompanying the Bid, the following order of precedence shall prevail–

a. TOR:
b. SLA, if applicable;
c. Standard Bidding Documents;
d. SCC, if applicable;
e. GCC;
f. and
g. Proposal.

### 3.3 DURATION

3.3.1 The project is expected to be for a period of twenty-four (24) months.

3.3.2 The Contract shall commence on the Effective Date and, subject to the rights of termination stipulated herein, terminate on the Completion Date as specified in the Contract.

### 3.4 CONTRACT AMENDMENTS

3.4.1 No addition to, or variation, consensual cancellation, or novation of the Contract, and no waiver of any rights arising from the Contract, including this clause, shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of each of the Parties.

### 3.5 SUBCONTRACTS

3.5.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under the Contract, before the commencement of the Contract, as well as at any time during the Contract.

3.5.2 **The right to sub-contract.** The Contractor may, with the prior written consent of the Department, sub-contract any of its obligations in terms of this Contract, or any part thereof, to a third party, provided that:

a. such sub-contracting shall not absolve the Contractor from any responsibility for complying with its obligations in terms of this Contract and the Contractor hereby indemnifies and holds the Department harmless against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;
b. the Contractor shall at all times remain the sole point of contact for the Department in respect of the Services by the Contractor.

3.5.3 **Department may withdraw consent.** The Department shall have the right at any time, and upon such good cause shown to withdraw such consent for a sub-contractor on thirty (30) days' notice to the Contractor and in that event no claim against the Department by the Contractor or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Contractor indemnifies the Department against any such claims and costs so incurred."

## 3.6 CONTRACTOR'S PERSONNEL

3.6.1 **Project Team.** The Contractor shall make available the skills and expertise of the Project Team referred to in the Bid who shall be involved in the Contract or the Services, unless otherwise agreed to by the Department, which agreement shall not be unreasonably withheld.

3.6.2 **Exceptions.** Notwithstanding the provisions of clause 6.6.1, where, due to circumstances beyond the control of the Contractor, a member of the Project Team cannot act in accordance with the provisions of this clause due to their dismissal, resignation or incapacity, the Contractor shall, to the extent possible, implement an appropriate succession plan to minimise the effect of the unavailability of such member.

3.6.3 **Suitably qualified Personnel.** The Contractor shall employ suitably qualified, experienced and trained Personnel to provide the Services, provided that the Contractor shall be entitled in its discretion; to allocate Personnel resources in accordance with the technical or other skills and knowledge required, which discretion shall not have a negative impact on the provision of the Services.

3.6.4 The Contractor's Personnel providing the Services may be absent for short periods of time for reasons including annual leave and training. The Contractor undertakes to avoid any disruption of the Services due to such circumstances.

3.6.5 **Contractor to adhere to security procedures of the Department**. The Contractor's Personnel including the Project Team shall at all times when on the Department's premises, adhere to the standard health, safety and security procedures and guidelines applicable to the Department's Personnel, as varied and conveyed by the Department to the Contractor from time to time.

3.6.6 Should the Department at any time have reason to believe that any of the Contractor's Personnel is failing to comply with such standard health, safety and security procedures and guidelines, the Department may deny such person access to any or all of the Department's premises or systems and require the Contractor to replace such person without delay.

## 3.7 PAYMENT

### 3.7.1 Detailed Pricing.

Service Providers must complete the required SBD Pricing documents and ensure that Prices are:

a. Bidder and inclusive of all costs, including disbursements. Bidder prices mandate that any escalations/estimated escalations be included in the final ceiling amount.
b. Inclusive of VAT, if applicable;
c. Correctly calculated and identical to the financial proposal.
d. A detailed pricing schedule should be attached to the SBD documents providing a proper cost breakdown, in line with deliverables, and indicating the proposed time frames. If this TOR prescribed a set template for submission of the cost breakdown/pricing, bidders must submit such in the required format.
e. The Department uses a two-envelope system. **NO PRICES MUST REFLECT IN THE TECHNICAL PROPOSAL.**

### 3.7.2 Rates

According to the 23 October 2013 Cabinet Resolution as defined in the National Treasury Instruction 01 of 2013/14: Cost Containment Measures sub-paragraph 4.2; the Consultants (or Service Provider) will only be remunerated on the following rates regime:

a. The "Guidelines for fees" issued by the South African Institute of Chartered Accountants (SAICA);
b. The "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or
c. Based on the body regulating the profession of the Consultant.

### 3.7.3 Total Contract Price.

The Contract Price payable to the Contractor for the Services **shall not** exceed the ceiling price as set out in the Contract.

### 3.7.4 Price all-inclusive.

All prices are inclusive of any Value Added Tax, import, and all other duties. Any risk associated with an omission or miscalculation in pricing proposals, are carried by the bidder.

### 3.8 DELIVERY AND DOCUMENTS

3.8.1 **Reports**. The Contractor shall provide the Department with detailed Documentation and Reports as set out in the Contract and Project Plan or when required in writing by the Department in both electronic format and hard copy.

3.8.2 Reports shall contain accurate information as to enable the Department to monitor and manage the Contractor's performance in terms of this Contract.

3.8.3 All Documentation and Reports shall be in English.

### 3.9 TERMINATION

3.9.1 Should either Party fail to comply with any provision of this Contract the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have :

a. to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or

b. to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or

c. to terminate this Contract and claim such damages as the aggrieved Party may have suffered from the defaulting Party."

3.9.2 The Department may, without prejudice to any other rights it may have, terminate this Contract by written notice to the Contractor, upon the occurrence of the following events, namely if :

a. the Contractor fails to adhere to set timeframes, service levels or service standards as determined in the TOR, SLA and/or Project Plan;

b. the Contractor, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;

c. judicial execution is levied on the Contractor's goods and which remains unpaid for 14 days after attachment;

d. there has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Bid or in the awarding of this Contract which is incapable of rectification and that requires this Contract to be terminated;

**ANNEXURE "E"**

TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING **AND SANITARY** SERVICES FOR A PERIOD OF THREE (3) YEARS FOR THE NATIONAL DEPARTMENT OF TRANSPORT.

**TOILETS LIST & LOCATIONS**

| **MIDDLE WEST WING TOILETS/OPPOSITE LIFTS** | **MIDDLE EAST WING OPPOSITE LIFTS** |
|---|---|
| 1. $1^{st}$ floor ladies toilet= I+I disable<br>2. $2^{nd}$ floor gents=3+2urinal pan<br>3. $3^{rd}$ floor ladies=3<br>4. $4^{th}$ floor gents=3+2urinal pan<br>5. $5^{th}$ floor ladies=3<br>6. $6^{th}$ floor gents=1+ 1 urinal pan<br>**Total= 6** | Middle East wing toilets/opposite lifts<br>1. $1^{st}$ floor gents =1+2 urinal pan<br>2. $2^{nd}$ floor ladies=3<br>3. $3^{rd}$ floor gents=3+2 urinal pan<br>4. $4^{th}$ floor ladies=3<br>5. $5^{th}$ floor male=3+2 urinal pan<br>6. $6^{th}$ floor female= 2<br>**Total= 6** |

| **MIDDLE WEST WING STAIRCASES TOILETS** | **MIDDLE EAST WING STAIRCASES TOILETS** |
|---|---|
| 1. Between Ground ladies & mezzanine floor ladies= 2<br>2. Between Mezzanine & $1^{st}$ floor Gents =1+2 urinal pan<br>3. Between $1^{st}$ and $2^{nd}$ floor ladies=2<br>4. Between $2^{nd}$ & $3^{rd}$ floor gents=1+2 urinal pan<br>5. Between $3^{rd}$ and $4^{th}$ floor ladies=2<br>6. Between $4^{th}$ and $5^{th}$ floor gents=1+2 urinal pan<br>**Total= 6 toilets** | 1. Between Ground ladies & mezzanine floor ladies=2<br>2. Between mezzanine & $1^{st}$ floor gents=1+2 urinal pa<br>3. Between $1^{st}$ and $2^{nd}$ floor ladies=2<br>4. Between $2^{nd}$ & $3^{rd}$ floor gents=1+2 urinal pan<br>5. Between $3^{rd}$ and $4^{th}$ floor ladies=2<br>6. Between $4^{th}$ and $5^{th}$ floor gents=1+2 urinal pan<br>**Total= 6** |

| **FAR WEST WING STAIRCASES TOILETS** | **FAR EAST WING TOILETS** |
|---|---|
| 1. Between Ground ladies & mezzanine floor ladies=2<br>2. Between Mezzanine & $1^{st}$ floor Gents=1+2 urinal pan<br>3. Between $1^{st}$ and $2^{nd}$ floor ladies=2<br>4. Between $2^{nd}$ & $3^{rd}$ floor gents=1+2 urinal pan<br>5. Between $3^{rd}$ and $4^{th}$ floor ladies=2<br>6. Between $4^{th}$ and $5^{th}$ floor gents=1+2 urinal pan | 1. Between ground & mezzanine floor gents=1=2 urinal pan<br>2. Between Mezzanine & $1^{st}$ floor ladies=2<br>3. $1^{st}$ floor gents=1<br>4. Between $1^{st}$ and $2^{nd}$ floor gents=1+2 urinal pan<br>5. $2^{nd}$ floor disable=1<br>6. Between $2^{nd}$ & $3^{rd}$ floor ladies=1<br>7. $3^{rd}$ floor ladies=1 |

| | | |
|---|---|---|
| 7. Between 5th & lifts control room ladies=2<br><br>**Total= 7** | | 8. Between 3rd and 4th floor male=1+2 urinal pan<br>9. 4th floor ladies=1<br>10. Between 4th and 5th floor ladies=1<br>11. 5th floor gents=1<br>**Total= 11** |

| | | |
|---|---|---|
| Ground floor far west wing opposite serving station<br>➢ Female =4<br>➢ Disable=1<br>➢ Male 1+2 urinal pans<br><br>**Total= 3** | Ground floor next to NTPR offices<br>➢ Female=2<br>➢ Male=3+2 urinal pans<br><br>**Total= 2** | Ground floor, Reception<br>➢ Disable toilet=1<br>➢ Female toilet=1<br>➢ Gents=1<br>➢ Control room=1<br><br>**Total= 4** |

| | |
|---|---|
| **Ground floor middle east wing/vehicle parking bay**<br>➢ Female toilet=5<br>➢ Gents toilet=3+2 urinal pans<br>Total=2 | **Ground floor far east wing outside vehicle parking**<br>➢ Gents=2+2 urinal pans<br><br>Total=1 |

| | |
|---|---|
| **4th floor, Ministry**<br>➢ Gents toilet=1<br>➢ Ladies =1<br>➢ Minister=1+1 urinal pan<br>➢ Deputy Minister=1<br><br>**Total=4** | **4th floor**<br>➢ Office of DG's=1<br><br>**Total=1** |

Grand total toilet door entrance= **59 toilet**

Toilets =101, urinal pan= 44, female toilets (she bins) =65

**THE NATIONAL TREASURY**

**Republic of South Africa**

# GOVERNMENT PROCUREMENT:

# GENERAL CONDITIONS OF CONTRACT

**July 2010**

# GOVERNMENT PROCUREMENT

# GENERAL CONDITIONS OF CONTRACT
# July 2010

## 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

## General Conditions of Contract

**1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

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

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

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

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

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

(b) a cashier's or certified cheque

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

**8. Inspections, tests and analyses**

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

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

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

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

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

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

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

**15. Warranty**

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

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

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

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

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

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

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

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 anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**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.

ANNEXTURE C

transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

2030 NDP

**NATIONAL DEPARTMENT OF TRANSPORT**

**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**.DEPARTMENT OF TRANSPORT**

**(Hereinafter referred to as the "Department")**

**And**

**NAME OF SERVICE PRIVIDER**

**A juristic person registered in terms of the Company Laws of the Republic of South Africa**
**(Hereinafter referred to as the "Service Provider")**

## PREFACE TO THE SPECIAL CONDITIONS OF CONTRACT

The Department has appointed **NAME OF SERVICE PROVIDER** to provide cleaning and specialized sanitary care services as described in this Agreement.

The following Special conditions of Contract shall be read with the General Conditions of Contract (GCC) and other contract documents. The Special Conditions of Contract are intended to amplify, amend, add to, or depart from the General Conditions of Contract, as the case may be, to the extent specified.

This Agreement shall take precedence over the GCC in the case of conflicting provisions.

Any word or expression used in this Agreement to which a meaning has been assigned in the GCC shall bear that same meaning, unless the context indicates otherwise.

The Parties have agreed to enter into this Agreement in terms of which the Services to be rendered and the service levels to be maintained.

Now therefore the parties agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

1.1 **"Bid"** means the written offer of the Service Provider, in a prescribed form and the proposal, in response to the Department's invitation to Bid, terms of Reference, including the standard bid document, proposal, pricing schedule and any accompanying documents for the provision of the Services.

1.2 **"Building"** means the Forum Building, 159 Struben Street, Pretoria.

1.3 **"Business Day"** means any day in the Republic of South Africa (RSA) which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holiday Act, 1994.

1.4 **"Contract"** means this agreement and all annexures thereto.

1.5 **"Deficiency"** means with respect to, any error, non-conformity, defect, deviation from the bid or acceptance procedure, incorrect, incomplete or non-deliverable.

1.6 **"Deliverable"** means any service, advice or any part thereof, to be delivered by the Service Provider to the Department, as set out in the Bid subject to the acceptance procedure.

1.7 **"Department"** means the Department of Transport.

1.8 **"Effective Date"** means the date of the last Party signing of the Contract (SBD 7.2),.

1.9 **"Month"** means a calendar month.

1.10 **"Person"** means an individual, corporation, a partnership, an association, a trust or any other entity or organization.

1.11 **"Personnel"** means any employee, agent, consultant of the parties.

1.12 **"Pricing Schedule"** means the rates payable for the Services as set out in the Bid

1.13 "Proposal" means a written response to the Department's Terms of Reference for the provision of the Services including all annexures attached thereto.

1.14 **"Party"** means the Department and/or the Service Provider. **"Parties"** shall have a corresponding meaning as the context indicates.

1.15 **"Project Manager"** means the person identified by the Department to manage the Contract on behalf of the Department.

1.16 **"Report"** means any written report or submission to be delivered by the Service Provider to the Department in terms of the Contract.

1.17 **"Standard Bid Documents"** means the standard bid documents issued by the National Treasury, SBD forms accompanying the request for proposal/terms of Reference.

1.18 **"Services"** means the services to be provided by the Service Provider to the Department as specified in this Contract, as well as the Terms of Reference issued by the Department, including but not limited to compliance with applicable standards.

1.19 **"Supervisor"** means the person appointed by the Service Provider to manage the Service Provider's workers on the Department's premises.

1.20 **"Service Provider"** means NAME OF SERVICE PROVIDER.

Interpretation in this Contract, unless the context indicates a contrary intention and expressions, denotes:

1.22.1 any reference to the singular includes the plural and vice versa.

1.22.2 any reference to the person includes both natural and/or juristic persons (see clause 1.10 above)

1.22.3 any reference to a gender includes the other gender.

1.22.4 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of this contract, notwithstanding that it is only contained in the Definitions and Interpretation clause.

1.22.5 when any number of days are prescribed, same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day.

1.22.6 where words have been defined in the body of this contract, such words shall, unless otherwise required by the context, have the meanings so assigned to them throughout this contract.

1.22.7 where any provisions contemplate a notice to be given or contract to be reached between the Parties, such notice or contract shall, unless expressly provided otherwise, be made in writing.

1.22.8 in the event of any conflict between any provisions of the contract, GCC, proposal and any other document accompanying the Bid, the following order of precedence shall prevail:

| | |
|---|---|
| 1.22.8.1 | Contract |
| 1.22.8.2 | Standard Bidding Documents |
| 1.22.8.3 | GCC |
| 1.22.8.4 | Terms of Reference/Request for proposal and |
| 1.22.8.5 | Quotation |

## 3. PURPOSE

3.1 The purpose of this Agreement is to clarify the rights and obligations of the Parties
relating to appointment of the Service Provider to render the Services, namely cleaning services and specialized sanitary care required to provide to the Department.

3.2 This contract is intended to have a good faith relationship during the subsistence of this Agreement.

## 4. DELIVERY AND DOCUMENTS

4.1 Reports. The Service Provider shall provide the Department with detailed documentation and reports as set out in the Agreement and project plan or be required in writing by the Department in both electronic format and hard copy.

4.2 Reports shall contain accurate information so as to enable the Department to monitor and manage the Service Provider's performance in terms of this contract.

4.3 All documentation, meeting and reports shall be in English

## 5. PAYMENT

"5.1 **Invoice:** The Service Provider shall, at the end of each month, submit a consolidated invoice, certified as correct by the Service Provider, and accompanied by all supporting documents.

5.2 **Total:** The contract price payable to the Service Provider for the Services shall not exceed the ceiling price (**amount in rand value & words)** as set in the contract.

5.3 **Price all-inclusive:** All prices are inclusive of any Value Added Tax, Import, and all other duties.

5.4 **Payment Dispute:** If the Department disputes all or any invoice of the Service Provider or any part thereof, the Department shall give the Service Provider prompt notice with reasons within seven (7) days and shall not delay payment of the undisputed remainder of the invoice.

5.5 The Parties shall use all reasonable endeavors to resolve the dispute in question within seven (7) business days of the dispute arising. If they fail to resolve it, either Party may refer their dispute to mediation.

5.6 Following resolution of the dispute, any amount agreed or determined to have been payable shall be paid forthwith by the Department to the Service Provider.

5.7 Certification of approval not deemed approval. The certification of approval of an invoice by the Department's project manager shall not be deemed to be approval of, or waiving of, any rights and obligations regarding any Services or any other matter in respect of which it was issued, or be taken to be an admission of the due performance of this contract or in part thereof, or of the accuracy of any claim made by the Service Provider and no certificate shall revoke or prejudice any of the rights, obligations and powers of the Department.

5.8 **Place of payment**: Payment for the Services shall be made by the Department to the Service Provider by the electronic transfer at any banking institution in the Republic of South Africa notified by the Service Provider's project manager or at any other place as specified in the Bid or at any other place as may be notified by the Service Provider from time to time.

5.9 **Service Provider maintains records:** The Service Provider shall maintain records of the hours worked by its project team and personnel in the provision of any services on a time and material basis.

5.10 The Department will not be liable to make any form of payment on to sub-contractor on behalf of the Service Provider.

## 6. CONTRACT AMENDMENTS

No addition to, or variation of, consensual cancellation or novation of the contract and no waiver of any rights and obligations arising from the contract, including this clause, shall be of any force or effect unless reduced to writing and signed by the duly authorized representatives of each of the Parties.

## 7. SUB-CONTRACTS

7.1 The Service Provider shall notify the Department in writing of all sub-contractors awarded under the contract as specified in the Bid.

7.2 The right to sub-contract. The Service Provider may, with the prior written consent of the Department, sub-contract any of its rights and obligations in terms of this contract, or any part thereof, to a third party, provided that –

7.2.1 such sub-contracting shall not absolve the Service Provider from any responsibility for complying with its obligations in terms of this contract and the Service Provider hereby indemnifies and holds the Department no liable against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;

7.2.2 the Service Provider shall at all times remain the sole point of contact for the Department in respect of the Services.

7.3 Department may withdraw consent. The Department shall have the right at any time, and upon such good cause shown to Service Provider to withdraw such consent for a sub-contractor on thirty (30) days' notice to the Service Provider and in that event no claim against the Department by the Service Provider or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Service Provider indemnifies the Department against any such claims and costs so incurred.

## 8. TERMINATION FOR DEFAULT

"8.1 Should either Party fail to comply with any terms and conditions of this contract, the aggrieved Party may send a written notice to the defaulting Party, demanding compliance with such provision and should be defaulting Party, after a period of fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –

8.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or

8.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or

8.1.3 to terminate this contract and claim such damages as the aggrieved Party may have suffered from the defaulting Party.

"8.2 The Department may, without prejudice to any other rights it may have, immediately terminate this contract by notice to the Service Provider, upon the occurrence of the following events, namely if -

8.2.1 the Service Provider, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract;

8.2.2 judicial execution is levied on the Service Provider's goods and which remains unpaid for 14 days after attachment;

8.2.3 there has been a material defect, error or failure by the Service Provider to comply with applicable laws or rules in the Bid or in the awarding of this contract which is incapable of rectification and that requires this contract to be terminated;

8.2.4 the Service Provider, when advised that its proposal has been accepted, has given notice of inability to sign or execute the contract;

8.2.5 the Service Provider has abandoned its obligations in terms of this contract;

8.2.6 the Service Provider has deliberately furnished inaccurate information in its Bid with regard to its previous experience relating to the Services, or with regard to any other material information; or

8.2.7 the Service Provider ceases to carry on business as Service Provider of the Services;

8.2.8 the Service Provider was continuously notified in writing, of poor or no delivery of the required Services and/or Service Levels, and had made no attempt to remedy such;

## 9. DURATION

9.1 This contract shall be deemed to have commenced on (**date in full)** and shall remain in force, for a period of three (3) years, unless it is terminated by either party in terms of this contract, or by giving the other party sixty (60) days written notice of termination.

## 10. RELATIONSHIP BETWEEN THE PARTIES

10.1 **Liability for acts of Parties.** Neither Party shall be liable for acts or defaults of the other Party or of the other Party's employees or representatives.

10.2 **No partnership or agency created.** Nothing in this contract shall constitute, or be deemed to constitute, a partnership between the Parties or constitute, or be deemed to constitute, the Service Provider as agent of the Department for any purpose whatsoever, and neither Party shall have any authority or power to bind, or incur any liability, on behalf of the other or to pledge the credit of the other Party.

10.3 **Good Faith.** The Parties shall at all times show each other a duty of good faith in their dealings with one another.

## 11. RESPONSIBILITIES OF THE SERVICE PROVIDER

11.1 The Service Provider shall the cleaning Services as detailed in the specifications.

11.2 The Service Provider will ensure that the cleaning material, and equipment as described in paragraph 6.2 in the Terms of Reference that is of safe, good and acceptable quality for rendering the Services.

11.3 The Service Provider will be required to comply with the Department's security and emergency procedures and regulations.

11.4 The Service Provider will ensure that the cleaning services will be made available from Mondays to Friday, from 06:30 to 15:30 and 07:00 to 16:00, excluding public holidays. However, certain Services will be required outside of these hours and will be paid by the Department. The arrangements for these Services will be made on an ad hoc basis and the Project Manager will ensure access to the Building.

11.5 The Services must be executed so as to maintain the Department's premises, in a clean and tidy condition at all times. The cleaning of strong rooms and electrical plants is excluded in this Agreement/Contract.

11.6 Checklists will be provided by the Department for completion by the relevant member of the cleaning team assigned to the Department. This checklist will be used to monitor the Services rendered.

11.7 The Service Provider will be required to comply with the Department's security and emergency procedures and regulations.

11.8 The Service Provider must ensure that due care is taken regarding safety of the employees and visitors whilst performing their tasks.

11.9 The Service Provider will maintain and keep the cleaning equipment in good order and to ensure that it complies with the Occupational Health and Safety Act (OHSA) safety standards.

11.10 The Service Provider shall pay his/her employees on a date set, monthly without default, including but not limited to the events where the Department delays payment of invoices due to unforeseen circumstances, unsatisfactory work or queried invoices.

**12. RESPONSIBILITIES OF THE DEPARTMENT**

12.1 The Department will identify a representative/s from the Directorate: Travel & Facilities Management who will be responsible for the management and monitoring of the cleaning Services.

12.2 The Department undertakes to provide the adequate and safe storage facilities for the Service Provider's equipment and materials brought on site.

12.3 The Department undertakes to provide the necessary lights, water and electricity facilities.

12.4 The Departmental representative will be responsible for coordinating ad hoc (i.e rotation of staff, etc.) Services as and when required.

**13. SCOPE OF SERVICES**

13.1 Provision of Services. The Service Provider shall provide the Services in accordance with the Proposal submitted and Agreement.

13.2 Should the Service Provider at any time fail to deliver the Services due to its default, the Service Provider shall, without prejudice to the Department's other rights and remedies: –

13.2.1 provide all such additional resources as may be necessary to perform the Services in accordance with the Bid and this contract, as soon as possible thereafter and at no additional cost to the Department; and

13.2.2 at the request of Department, promptly remedy any default or re-perform any non-conforming Services at no additional charge to the Department.

## 14. SERVICES AREAS

### 14.1 AREAS

Currently, the Department occupies the Mezzanine, Ground Floor, and First (1st) to sixth (6th) Floors of Forum Building, entrance and reception, lifts, staircases/ stair rails conference venues as well as the passageways, kitchens and ablution facilities. The Service Provider is required to tender per square meter for the required Services for the floors within the Forum building, the Service Provider must work on the staff complement of 800 employees.

**Toilets (See annexure "A" for a detailed breakdown of ablutions facilities)**

| **TOILETS** | | | | | |
|---|---|---|---|---|---|
| **FEMALE** | | **MALE** | | **DISABLED** | |
| Floors | QTY | Floors | QTY | Floors | QTY |
| Ground | 3 (11) | Ground | 3 (7) | Ground | 1 |
| Reception | 1 | Reception | 1 | Reception | 1 |
| Control Room | 1 | | | | |
| M – Floor | 4 (7) | M – Floor | 1 (1) | M – Floor | |
| $1^{st}$ Floor | 2 (3) | $1^{st}$ Floor | 5 (5) | $1^{st}$ Floor | 2 |
| $2^{nd}$ Floor | 4 (9) | $2^{nd}$ Floor | 2 (4) | $2^{nd}$ Floor | 1 |
| $3^{rd}$ Floor | 3 (6) | $3^{rd}$ Floor | 4 (6) | $3^{rd}$ Floor | 0 |
| $4^{th}$ Floor | 5 (10) | $4^{th}$ Floor | 2 (4) | $4^{th}$ Floor | |
| Ministry | 1 | | 1 | | |
| Minister's Office | 1 | | | | |
| DM's Office | | | | 1 | |
| DG's Office | | | | | 1 |
| $5^{th}$ Floor | 3 (10) | $5^{th}$ Floor | 5 (7) | $5^{th}$ Floor | 1 |
| $6^{th}$ Floor | 2 (2) | $6^{th}$ Floor | 1 (1) | $6^{th}$ Floor | 0 |

#### 14.1.1 All Entrances

The glass doors in and around the entrances must be washed. The carpets must be vacuumed. Uncarpeted floors must be swept and mopped / washed and polished.

#### 14.1.2 Carpeted Floors

Carpeted floors must be vacuum cleaned and must be washed with water and biodegradable detergents and steam cleaned. The frequency of the aforementioned services in high traffic areas are described in paragraph 14.2.1.1(c).

**14.1.3 Uncarpeted Floors**

The floors must be swept. A safe and bio gradable detergent must be used to remove grime. The floor must be stripped with non-ammoniac floor detergent. Non-slip polish to be used. The successful service provider must display safety-warning signs while mopping floors.

**14.1.4 Waste Basket and Dust Bins**

All bins must be emptied and placed back (with bin plastic bag) in its original position. All bins must be washed. Rubbish must be collected in sealed plastic bag supplied by the service provider and placed at a central removal point.

**14.1.5 Furniture and Equipment**

All cabinets, air-conditioning units, filling cabinets, cupboards, bookstands, coffee tables, mirrors, chairs, desks and notice boards must be dusted. All wooden items must be polished with an approved SABS polish.

**14.1.6 Telephones**

All telephones must be dusted and wiped off with a moist cloth.

**14.1.7 Statues, Models, Painting and Wall Tapestries**

The above may only be cleaned after the official occupying the office space in question has granted authorization. The successful service provider must be responsible for any damages caused.

**14.1.8 Doors**

All doorknobs and handles must be wiped with a moist cloth. Both sides of the door must be washed. All copper or chrome doorknobs and handles must be polished.

**14.1.9 Ablution Facilities, which form part of the hired accommodation**

The floors must be cleaned with a disinfectant antiseptic germ-killing detergent – in the morning and immediately after lunch. Germ-killing detergents must also be used for cleaning of all parts of the sanitary ware (toilets and basins) in the morning and immediately after lunch. The service provider must supply sufficient toilet paper and hand foam soap (fragrance free) throughout the day. The service provider must supply the batteries for automated hand towel dispensers and air-freshener. paper hand towels. Automated air freshener unit(s) must be supplied per restroom with air spray, hand towel paper and toilet papers which must be replenished as required. Toilet-seat sanitizer (alcohol-based) spray must be available at all times.

**14.1.10 Libraries**

All cabinets and cupboards, air-conditioning units and shelves must be dusted.

**14.1.11 Stairs**

Stairs, stair walls and hand rails must be swept and washed.

**14.1.12 <u>Lifts</u>**

The lifts must be cleaned. Mirrors and all metal must be cleaned.

**14.1.13 <u>Windows</u>**

The windows inside as well as copper or chrome latches must be washed.

**14.1.14 Entrance areas in front of Lifts and Foyer**

The dustbins must be cleaned before office hours. The entrance areas must be washed and polished. The walls and carpets must be washed.

**14.2.1 Frequency of the professional cleaning per area required is:**

***14.2.1.1 Floor Maintenance***

| Task | Frequency |
|---|---|
| (a) Resilient Floor | |
| Sweep or damp mop | Daily |
| Machine burnish | Once a week or more frequently if required |
| Floor stripping | Monthly |
| Polish | Daily |
| (b) Stones Floors Ceramic/Porcelain Tiles, etc. | |
| Sweep | Daily |
| Damp mop | Daily |
| Machine Scrub | Daily |
| (c) Rugs and carpeting vacuum clean | |
| Heavy traffic areas | Daily |
| Medium traffic areas | Alternate days |
| Light traffic areas | Once every two weeks |
| Steam clean (follow manufacture guidelines) | Quarterly / when required |

***14.2.1.2 Dusting***

| **Task** | **Frequency** |
|---|---|
| Dust all horizontal surfaces | Daily |
| Dust all high ledges and fittings | Weekly |
| Dust all vertical surfaces (walls, cabinets, etc.) | Daily |
| Dust all window ledges | Daily |

***14.2.1.3 Waste Management and Disposal***

| **Task** | **Frequency** |
|---|---|
| Empty and clean all receptacles | Twice daily or more frequently if required |

| | |
|---|---|
| Remove all waste to specified areas | Daily |
| Wash the waste baskets and dust bins | Weekly or immediately if necessary |
| Rubbish removal and shredded paper to a suitable dumping area (provide suitable bags and waste bins-250L wheelsx6) | Two times weekly, or more if required |

**14.2.1.4 *Wall and Paint Work***

| Task | Frequency |
|---|---|
| Spot clean all low surfaces (i.e. glass, walls, doors and light switches) | Daily |

**14.2.1.5 *Glass and metal work***

| Task | Frequency |
|---|---|
| Interior window cleaning | Monthly |
| Clean window copper/chrome latches | Daily |
| Spot clean glass doors | Daily |
| Clean and polish all bright metal fittings | Weekly |
| Clean all partition glass and doors | Weekly |

***14.2.1.6 All Kitchens, toilets and restrooms or ablutions (must be cleaned and***

***sanitation before 07:15 every morning)***

| Task | Frequency |
|---|---|
| Maintain floor according to type | Daily |
| Damp mop floor with disinfectant | Twice daily |
| Empty and clean all waste receptacles | Twice daily |
| Clean and sanitize all bowls, basins and urinals, showers and baths, taps (where applicable) | Twice daily |
| Clean all mirrors | Daily |
| Clean all metal fittings | Daily |

| | |
|---|---|
| Spot clean walls, doors and partition and lockers (where applicable) | Daily |
| Replenish consumables (i.e. toilet paper, hand soap, toilet sprays and paper hand towels) | twice a day or more frequently when necessary |
| Wash and steam clean bathroom walls | Monthly |
| Replace Automated Hand Paper Towel dispenser batteries and Automated Air-Freshener Batteries: Requires Size 'D" batteries | 378 minimum monthly / or more frequently when necessary |

***14.2.1.7 Staircases***

| Task | Frequency |
|---|---|
| Dust handrails and fittings | Daily |
| Maintain landings, treads and risers according to finish | Daily |
| Wash stairways walls | Once a month |

***14.2.1.8 Fumigation***

| | |
|---|---|
| Fumigating the entire building & common areas | Quarterly |

***14.2.1.10 Miscellaneous***

| Task | Frequency |
|---|---|
| Polish desks and office furniture | Once a week (unless required otherwise) |
| Vacuum cloth-covered furniture | Weekly, or more when necessary |
| Steam clean cloth-covered furniture | Twice a year |

14.3 The service must be comprehensive and has to include provision of the following facilities:

**14.3.1 Toilet Roll Holders**

| **Items & Requirement Objective** |
|---|
| **Toilet Roll Holders (Made Available by the Department)** |

| |
|---|
| For holding a maximum of three toilet rolls, in cases where the are missing the bidder/s are required to provide and are to be left at the end of the contract |
| Toilet roll holders must be locked (service provider to provider their own pad locks) and to be left behind upon contract termination. |
| Minimum supply of 3 rolls of toilet paper per toilet cubicle per day. Specification: double ply |
| Cleaners to ensure that they open toilet rolls before refilling them in the dispensers |

**14.3.1.1 Automated hand paper towel dispensers – battery operated**

| **Automated hand paper towel dispensers (Made Available by the Department)** |
|---|
| For holding a maximum of one Hand Paper Towel |
| Minimum supply of 1 roll of Hand Paper Towel per Restroom, Weekly. Specification: Medical Rolls – 1 ply |
| Cleaners to ensure that they open hand paper towel before refilling them in the dispensers |
| Automated hand towel dispensers required Size "D" batteries |

**14.3.2 Foam Soap Dispensers (hand & toilet seat)**

| **Items & Requirements Objective** |
|---|
| **Foam Dispensers (Made Available by the Department)** |
| **SABS approved foam soap (replenished daily / or more frequently when necessary)** |
| Antibacterial 1100ml lotion foam soap |

**14.3.3 Air fresheners**

| **Items & Requirement Objective** |
|---|
| **Automated Air Fresheners (Supply 1 Automated Air Freshener Dispenser per restroom) Time Delay Between Spray: 10minutes** |
| Provide the most powerful Automated Air Freshening system available (Preferable Size 83 x 88 x 230mm, uses a 250ml or 320ml aerosol refill) |
| Indicate particulars |
| Electro fresh / Time fresh |
| Neutralize bacteria |
| Hygienic odor free environment |
| Time released aerosol system |
| Precision Sprays |

**14.3.4 Deep clean services - Carpets in offices and passages & common areas (i.e. boardrooms) & furniture covered in cloth**

| **Items & Requirement Objective** |
|---|
| **Deep clean services (quarterly after-hours-preferably Saturdays & Sundays) over a 3-week period** |

| |
|---|
| Steam clean (follow manufacture guidelines) of couches and office chairs including the boardrooms areas |
| Steam clean (follow manufacture guidelines) carpets in offices and passages including the boardrooms areas |
| Stripping, washing and buffing of laminated and tiled floors |
| Maintain high standards of hygiene in toilets and washing areas to reduce the risk of cross infections, etc. |

**14.3.4.1 Deep clean services – ablution facilities and common areas**

| **Items & Requirement Objective** |
|---|
| **Deep clean services (monthly after-hours-preferably Saturdays / Sundays)** |
| Cleaning of reception area, Kitchen, staircases, lift lobby areas and lifts as well as toilets |
| Researched chemicals to be applied to ensure optimum results |
| Maintain high standards of hygiene in toilets and washing areas to reduce the risk of cross infections, etc. |
| Cleaning Male Toilets: Proper Cleaning of Walls around Urinals |

## GENERAL

### 15.1 DRESS CODE

15.1.1 The Service Provider must indicate their corporate colours for the Department to choose from.

15.1.2 The Service Provider must provide all personnel working under this Contract with personnel protective clothing, which clearly state the name of the Service Provider.

15.1.3 The employees of the Service Provider who are required to be on the premises to execute the duties as stipulated in this Contract must at all times be clean, tidy and neatly dressed to the satisfaction of the Department. (Uniformity must be maintained).

### 16.2 EQUIPMENT

16.2.1 The Service Provider must use wet & dry industrial vacuum cleaners which are water filtered and less noisy (minimum of 10 industrial vacuum cleaners).

16.2.2 The Service Provider must provide noise-cancelling ear muffs (are to be used during vacuuming / in user of noisy machinery)

16.2.3 The Service Provider must use industrial steam and dry carpet machine for deep cleansing of carpets (8 industrial machines).

16.2.4 The Service Provider must fit in batteries (requires 4 x Size "D" batteries per dispenser), in the automated paper hand towel dispensers (mounted on the wall). These dispensers are available in all ablution facilities within the Department.

16.2.5 The Service Provider should ensure that, all the equipment which require to be fitted on the tiled walls can be removed easily without damaging the tiles & / walls.

16.2.5 The Service Provider should include colour-copied photos of the all equipment that must be used within the Forum building. This equipment is subject to the Department's physical verification once the Service Provider is appointed.

16.2.6 All the equipment to be used must be in good working condition and functional at all times.

16.2.7 All Acts and Regulations relating to cleaning and hygiene services and equipment must be adhered to by the Service Provider. All equipment and material must comply with South African National Standards (SANS) and Occupational Health and Safety Act (as amended) and regulations and must be of high quality.

16.2.7.1 The Department reserves the right to conduct tests and analysis on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.

16.2.7.2 All cleaning material and products should be SANS approved, and a proof / certificate of product registration must be approved in this regard

16.2.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such equipment, utensils or detergents.

16.3 **SERVICE STANDARD**

16.3.1 The Service Provider shall be responsible for monitoring the service provided by its suppliers to the Department and where necessary make recommendations to the Department to ensure the highest standard of service is provided (for service improvement in the next contract).

16.3.2 The Service Provider must demonstrate/ensure that all personnel working under this Contract are adequately inducted prior to the commencement of the Contract. All employees will be expected to have been trained within 6 months after commencement of the Contract.

**16.4 CLEANING MATERIAL**

16.4.1 The Service Provider shall include colour-copied photos of all products that must be used within the Forum building. These products are subject to the Departments physical verification.

**17. SECURITY**

**17.1 SCREENING**

17.1 The Service Provider and its employees may be subjected to positive security vetting and screening.

**17.2 THEFT AND LOSSES**

17.2.1 The Service Provider shall be held liable for any theft of assets belonging to the Department and its employees as well as breakage caused by the Service Provider's employees.

17.2.2 Where applicable, the Service Provider shall immediately comply with the Department's request to replace or pay for the theft of assets or breakage and the Service Provider shall not be entitled (as a result of such request) to claim any possible damages or loss from the Department.

**18. LABOUR RELATION MATTERS**

18.1 The Department shall be entitled to point out any employee of the Service Provider who, in the evidence-based opinion of the Department, is a safety, health or security risk. Upon the evidence been made available to Service Provider, the Service Provider shall then not use such an employee to fulfil his/her obligation under this Contract anymore. The Department shall not be involved in labour-related disputes or supervision. The Service Provider shall ensure that all labour-related disputes do not impact in any way the performance of this Contract..

18.2 Service Provider must ensure that the Department is informed immediately but not longer than 12 hours prior to any removal and/or replacement of its employees/personnel for security reasons.

**19. ACCESS CONTROL / IDENTIFICATION**

19.1 Service Provider must supply its employees with identity tags/cards, with the following information:

- Name of Firm (Service Provider)
- Name of Employee (Name and surname)
- ID photo (in colour)
- Employee Identification Number (Service Provider's given number)

19.2 The tags/card must at all times be displayed on the upper front area when employees are on duty.

19.3 The Service Provider or his / her employees shall not hamper or influence in a disruptive way the normal functioning of the Department.

19.4 No information pertaining to the Department shall be transferred by the Service Provider and/or his/her employees to the public or new media in any manner.

19.5 Service Provider shall give assurance that all employees will be under constant/proper supervision. Any liaison by the Department in regard to the daily cleaning needs, will be through the supervisor and not directly with employees. Service Provider and/or its supervisor must ensure that cleaning materials are available at all times and that it should be replaced as required.

## 20. REPORTING AND MEETINGS

### 20.1 DAILY MEETINGS

The Service Provider shall appoint a representative to hold daily meetings with the Department's appointed Facilities Management officials responsible for liaison on daily operations. The meetings are intended to discuss queries on the performance of the Service, and any other matters arising related to cleaning services.

### 20.2 MONTHLY MEETINGS

**20.2.1** The Service Provider shall attend monthly meetings with the Department's relevant unit head/s, including Facilities Management officials and Supervisor, on dates scheduled and agreed upon by both Parties. Minutes of meetings will be circulated, within three (3) days after the meeting took place, to all attendees of this meeting.

**20.2.2** The attendees of this meeting will have two (2) days to review the minutes and provide inputs (if any) related to the issues and resolutions discussed and taken, and return the same to the chairperson or his/her delegate of the meeting for consolidation, and sign-off as a true record/reflection of the issues discussed and resolutions taken.

### 20.3 REPORTS

20.3.1 The Service Provider shall submit the Management report on a monthly basis. The report shall cover the performance of the Service as contemplated in this Contract (all work performed and completed during the month), such as;

- Absenteeism / relief staff
- Labour Relations matters (See clause 18 above)
- Proof of payment staff (salaries / bonuses) statements
- Proof of payment Unemployment Insurance Fund (UIF)
- Proof of payment of Pension or Provident Fund

20.3.2 The Service Provider shall be expected to submit monthly certificates for waste disposal (sanitary waste disposal) to ascertain compliance to legal prescripts including but not limited to National Environmental Management Waste Act, 59 of 2008 and National Regulations on Healthcare Risk Waste (as amended).

## 20.2 BREACH, PENALTIES AND TERMINATION

20.2.1 The Department shall make every effort to provide all the information necessary to assist the Service Provider to reach the required levels of Service referred to in this Contract. However, should the Service Provider fail to comply with its obligations and adhere to the standards contemplated herein in this Contract, the said failure shall amount or be regarded, as a breach and it shall attract penalties (if not remedied) that result in the termination of the Contract.

20.2.2 The Department shall be entitled to terminate this Contract or suspend the services in the event of:

20.2.2.1 The main member/director or in the case of sole proprietorship, the owner of the Service Provider becoming incapacitated and such incapacity affecting the rendering of Service in terms of the Contract adversely;

20.2.2.2 A court order being granted to either provisionally or finally declares the Service Provider or its Director, insolvent;

20.2.2.3 The Service Provider engaging in Fraudulent and/or Corrupt activities in competing for or in providing of the cleaning service;

20.2.2.4 Failure to maintain the necessary and required confidentiality (as contemplated in clause 22 below) in respect of information obtained through the contractual relationship with the Department.

20.2.2.5 Failure to comply with, supply the correctly described consumables, and provide the necessary daily cleaning as provided for in this Contract without a valid reason;

20.2.2.6 Failure to provide the full Services, which must lead to additional costs to the Department and non-compliance with the Health & Safety standards.

20.2.2.7 Failure to provide satisfactory progress of the work done or quality thereof (in the Department's opinion) even after meeting with the Supervisor and/or Service Provider;

20.2.3 Prior to a suspension or termination of Services, the Department shall give the Service Provider fourteen (14) days written notice to suspend and to make arrangements to stop the Services and to minimize further expenditure, or to remedy the provision of unsatisfactory Services;

20.2.4 On the occurrence of the events referred to in 20.2.2.1-20.2.2.4above or after the Department becomes aware of the same, the Department shall give the Service Provider written notice of termination having immediate effect.

20.2.5 On the occurrence of the events referred to in 20.2.2.5 - 20.2.2.7 above or after the Department becomes aware of the same, the Department shall serve notice of breach on the Service Provider requiring them to remedy the breach within fourteen (14) days of such notice of breach. Upon failure by the Service Provider to remedy the breach, the Department shall give the Service Provider written notice of termination having immediate effect.

20.2.6 In the event that the Department terminates the Contract, the Department shall inform forthwith the relevant Stakeholders prohibiting such Service Provider from doing business with the Government for a period not exceeding 5 years;

20.2.7 The Service Contract or any other law, terminate the Contract or suspend the Services in the event where:

20.2.7.1 The Department has failed to make payment in accordance with the Contract;

20.2.7.2 Services have been suspended in terms of the Contract and the period of suspension has exceeded six (6) months; and as such it is evident to the Service Provider that it is unlikely or impractical to resume the suspended Services.

20.2.7.3 Failure to pay employee salaries timeously;

20.2.7.4 Prior to suspension of services or termination of the Contract, the Service Provider shall serve on the Department, notice of breach requiring the Department to remedy the breach within fourteen (14) days of such notice.

Failure by the Department to remedy the breach, the Service Provider shall give the Department written notice of termination with immediate effect.

20.2.8 Either Party shall be entitled to terminate the Contract should the other party be in breach of any other material term thereof: Provided written notice of such breach had been given by the aggrieved Party demanding that the breach be remedied within fourteen (14) days and, despite such notice, the defaulting Party remains in breach.

20.2.9 Should either Party be prevented by a cause beyond its control from performing its obligations in terms of the Contract, it shall terminate the

Contractor suspend the Services without prejudice to the accrued rights that the Parties have against one another.

20.2.10 Should the Service Provider not comply with any of the obligations and conditions contained in the Contract, the Department may terminate the Contract within one-month written notice.

## 21. GENERAL OBLIGATIONS OF SERVICE PROVIDER

21.1 The Service Provider shall execute its obligations as contemplated in this Contract, which shall include, without limitation-

21.1.1 the fulfilment of, and/or perform all the Service Provider's obligations to the Department under this Contract within the time periods stipulated herein; and

21.1.2 the provision of all information, documentation and reports necessary to enable the Department to manage, evaluate and control the Contract effectively and efficiently.

21.2 <u>Problem and negative trend identification</u>. Should the Service Provider encounter any problem or identify any trend in the Services which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Department. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem.

21.3 <u>Items required for the Services</u>. Save as provided otherwise, the Service Provider shall supply all items required for the provision of the Services.

21.4 <u>Diligence, skill, care and professionalism</u>. The Service Provider shall exercise all reasonable diligence, with requisite skill, care and act in a professional manner in the execution of the Contract and the provision of the Services and shall not do anything that would discredit, dishonor, reflect adversely on or injure the reputation of the Department.

21.4.1 The Service Provider shall immediately inform the Department if it appears, in the light of information that has become available, and come to hand, that the Services require revision for whatsoever reason.

21.4.2 The Service Provider shall notify the Department immediately, if for any valid reason the Service Provider finds itself incapable of completing the Contract or provide the Services.

21.7 Meetings. The Service Provider shall attend all meetings aimed at monitoring the progress of the Services as reasonably required by the Department.

21.7.1 The Parties will meet monthly, on a date agreed by both Parties, to discuss matters relating to the Services, and it would include but not limited to the following items:

21.7.1.1 The execution of the requirements of this Contract;

21.7.1.2 Major and recurring complaints/Queries

21.7.1.3 Any changes that impact on the execution of the Services

21.8 The Service Provider shall promptly notify the Department of any information received by the Service Provider, which in the opinion of the Service Provider is likely to be of interest, use or benefit to the Department in relation to the Services or the Contract.

21.9 The Service Provider shall obtain and shall thereafter maintain all material licenses, permits, authorizations, approvals or clearances of any governmental authority that may be required in connection with the performance of its obligations hereunder.

21.10 The Service Provider shall furnish the Department, upon receipt of a written request, with any information or documentation relating to the Services.

## 22. CONFIDENTIAL INFORMATION

22.1 Confidentiality obligation. Each Party ("the receiving Party") shall treat and hold as confidential all information which they may receive from the other Party ("the disclosing Party") or which becomes known to them concerning the disclosing Party during the duration of this Contract.

22.2 Nature of Confidential Information. The Confidential Information of the disclosing party shall without limitation, include –

22.2.1 all software and associated material and documentation, including information contained therein;

22.2.2 all information relating to –

22.2.2.1 the disclosing party's past, present and future research and

Development

22.2.2.2 the disclosing party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;

22.2.2.3 the terms and conditions of this Contract; and

22.2.2.4 the Department's data.

22.3 The Parties shall, except as permitted by this Contract, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the receiving party to obtain the prior written consent of such third party.

22.4 Receiving party's obligations with regard to Confidential Information. The receiving party agrees that in order to protect the proprietary interests of the disclosing party in its Confidential Information -

22.4.1 It will only make the Confidential Information available to those of its Personnel who are actively involved in the execution of this Contract;

22.4.2 it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorized disclosure and will take all practical steps to impress upon those Personnel who need to be given access to Confidential Information of the confidential nature of that information thereof;

22.4.3 subject to the right to make the Confidential Information available to their Personnel under clause 22.4.1 above, they will not at any time, whether during this Contract or thereafter, either use any Confidential Information of the disclosing Party or directly or indirectly disclose any Confidential Information of the disclosing Party to third parties without prior written consent of the disclosing Party;

22.4.4 all written instructions, drawings, notes, memoranda and records of whatever nature relating to the Confidential Information of the disclosing party which have or will come into possession of the receiving party and its Personnel, will be, and will at all times remain, the sole and absolute property of such party and shall be promptly handed over to such party when no longer required for the purpose of this contract.

22.5 **Obligations in respect of Confidential Information upon termination.** Upon termination or expiry of this Contract, the receiving Party will deliver to the disclosing Party at the disclosing Party's choosing, destroy all originals and copies of the disclosing party's confidential information in its possession in physical and electronic format.

22.6 **Information not deemed confidential information.** The aforementioned obligations shall not apply to any information which –

22.6.1 is lawfully in the public domain at the time of disclosure;

22.6.2 subsequently and lawfully becomes part of the public domain by the publication or otherwise;

22.6.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information or;

22.6.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

22.7 **Disclosure to professional advisors.** Nothing in this clause shall preclude the Parties from disclosing the Confidential Information to their professional advisors in the bona fide course of seeking business and professional advice.

22.8 **Severability.** The provisions of this clause 22 are severable from the rest of the provisions of this Contract and shall survive its termination and to be of full force and effect for a period of 10 (ten) years after the date of termination.

## 23. SERVICE PROVIDER'S WARRANTIES

23.1 The Service Provider warrants that it possesses the requisite knowledge, skill, diligence, care and experience to provide the Services.

## 24. DISPUTE RESOLUTION

24.1 Dispute arising from the performance of the Services will be addressed by the Supervisor and the Project Manager and will be resolved it within the agreed timeframes.

24.2 Any disputes that cannot be resolved between the Parties will be referred to mediation/arbitration for resolution.

24.3 If the party receiving the notice to commence mediation (arbitration as contemplated by 24.2 of this Contract) in terms of clause 24.2 of the Contract agrees to refer the dispute for mediation, it shall notify the other Party, and the parties shall proceed with mediation in the following manner:

24.3.1 the Parties shall, within twenty-one (21) days after receipt of the notice to proceed to mediation/arbitration in terms of clause 24 each nominate a mediator in writing who is or has been a judge or practicing advocate of not less than ten (10) years standing;

24.3.2 if the parties cannot agree on one mediator/arbitrator, either party may request the Law Society of South Africa ("LSSA") or the Arbitration Forum of Southern Africa (AFSA") to nominate a mediator/arbitrator within fourteen (14) days after such request;

24.3.3 the Parties shall commit themselves in every respect to the speedy finalization and amicable solution of the mediation proceedings;

24.3.4 any Party may furnish the mediator in advance with written documentation and information and may make the same available to the other Party;

24.3.5 the mediator shall establish and regulate procedures for the mediation so long as the parties continue to agree to participate in the mediation process;

24.3.6 the parties acknowledge that mediation is a voluntary process that may be terminated at any time by notice to the other;

24.3.7 the mediator shall give each party the opportunity to present its case by means of written and/or oral representations and to submit settlement alternatives, and the mediator shall aid the parties in reaching a mutually acceptable settlement;

24.3.8 the mediator shall record the settlement reached by the parties, if any, and request the parties to sign the draft settlement within three (3) days after a settlement has been reached and give a copy thereof to each party;

24.4.9 the parties shall pay the costs of the mediator in equal shares, unless the mediator orders one party to pay a larger share or the full amount;

24.4.10 the signed settlement shall be final and binding on both parties;

24.4.11 any information, documentation and material disclosed or made available to the mediator privately or in caucus will remain confidential and will not be disclosed by him or her or any party without the prior written consent of the disclosing party who made available such information, documentation or material;

24.4.12 mediation will take place on a confidential and "without prejudice" basis. The parties undertake that they will never subpoena any person who is a party to or who is involved in the mediation, including the mediator, for the purpose of giving evidence as to what took place during mediation;

24.4.13 the parties shall ensure that the confidentiality of the mediation process is assured.

24.5 **Inability to reach settlement.** If the parties are unable to reach a settlement within 60 (sixty) days, the mediator shall certify this in writing and either party may institute proceedings in the appropriate court for settlement of the dispute.

## 25. WHOLE CONTRACT

25.1 This Contract, GCC, Standard bidding documents, Terms of Reference and the proposal constitute the entire contract between the parties in respect of the subject matter hereof and neither party shall be bound by any undertakings, representations, warranties or promises not recorded in this contract. All and any prior agreements concluded between Parties on the same subject-matter shall be superseded by this Contract.

## 26. WAIVER

26.1 No latitude, extension of time or waiver of any terms and conditions of this contract will be binding or effectual for any purpose unless expressed in writing and signed by the party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## 27. SEVERABILITY

27.1 If any clause, provision or term of this Contract shall be held wholly or partly invalid, illegal or unenforceable for any reason whatsoever, then those clauses, provisions or terms shall be deemed severable from the remaining clauses, provisions or terms of this Contract and shall in no way affect validity, legality or enforceability of this contract. The Parties shall meet as soon as possible and negotiate in good faith upon a replacement provision that is legally valid and that achieves as nearly as possible the objective of this Contract and produces an equivalent effect.

## 28. GENERAL UNDERTAKING

28.1 The Parties undertake to perform all such acts and take all such steps as may be necessary, incidental or conducive to give effect to the clauses, provisions, terms, conditions and import of this Contract.

28.2 All statements and representations made to and by the Parties are, to the best of the parties' knowledge, true and correct and either party shall advise the other party of any facts, matters or circumstances of which it may become aware, which could cause any such statement or representation to be false or misleading.

Signed on ______ day of ____________________ 2025 in ________________________________

________________________________________________

**FULL NAME & SIGNATURE (DEPT. OF TRANSPORT)**

WITNESSES:

1. ____________________________________________
**FULL NAME & SIGNATURE (DEPT. OF TRANSPORT)**

2. ____________________________________________
**FULL NAME & SIGNATURE (DEPT. OF TRANSPORT)**

Signed on _______ day of ________________ 2026 in
_________________________

_________________________________________
**FULL NAME & SIGNATURE (NAME OF SERVICE PROVIDER)**

WITNESSES:

1. _________________________________________
**FULL NAME & SIGNATURE(NAME OF SERVICE PROVIDER)**

2. _________________________________________
**FULL NAME & SIGNATURE (NAME OF SERVICE PROVIDER)**