



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY

TERMS OF REFERENCE FOR RENDERING OF GENERAL CLEANING, HYGIENE AND, SANITATION SERVICES FOR THE LIMPOPO DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY: SEKHUKHUNE DISTRICT

1. INTRODUCTION

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

2. BACKGROUND

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

The Department of Employment and Labour has, on 17th of March 2020, issued guidelines for employers to manage COVID-19 at workplaces. To this end, employers are required to plan now for COVID-19 in order to reduce the impact of COVID-19 outbreak conditions on employers, employees, clients, and the public.

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

3. SCOPE OF WORK

The scope of work is sub-divided as follows:

PART A: SCOPE OF WORK

PART B: CLEANING REQUIREMENTS

PART C: TERMS AND CONDITIONS

PART A: SCOPE OF WORK AT SEKHUKHUNE DISTRICT

A1. SEKHUKHUNE DISTRICT OFFICE IN LEBOWAKGOMO

NO.	SCOPE OF CLEANING	SEKHUKHUNE DISTRICT OFFICE
1	Floor/s	01 (of three wing)
2	Kitchen	02
3	Offices	67
4	Boardrooms	02
5	Warehouse/Storeroom	03
6	Parking Areas	02 (shared)
7	Foyer (with glass)	08
8	Passage	06
9	Windows	75
10	Doors	67
11	Single Glass Doors	01
12	Double Glass Doors	05
13	Cupboard Doors	02
14	Rest rooms	17
15	Server room / IT	02
16	Double Cupboard Doors	10
17	Staircases	05
Average number of employees and visitors daily		200
Total space to be cleaned (inclusive of pavement)		880.5m²

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A2. DILOKONG TRAFFIC STATION

NO.	SCOPE OF CLEANING	DILOKONG TRAFFIC STATION
1	Floor/s	01
2	Kitchen	01
3	Offices	15
4	Boardrooms	03
5	Warehouse/Storeroom	01
6	Parking Areas	02
7	Reception/Help Desk Area (with glass)	01
8	Passage	03
9	Windows	112
10	Doors	25
11	Single Glass Doors	03
12	Double Glass Doors	02
13	Cupboard Doors	02
14	Rest rooms	06
15	Server room / IT	01
16	Security room / Strong room	02
17	Guard room	01
18	Double Cupboard Doors	01
Average number of employees and visitors daily		65
Total space to be cleaned (inclusive of pavement)		780.5m²

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A3. MOUTSE TRAFFIC STATION

NO.	SCOPE OF CLEANING	MOUTSE TRAFFIC STATION
1	Floor/s	01
2	Kitchen	01
3	Offices	12
4	Boardrooms	03
5	Warehouse/Storeroom	01
6	Parking Areas	03
7	Foyer (with glass)	01
8	Reception/Help Desk Area (with glass)	03
9	Windows	112
10	Doors	25
11	Single Glass Doors	03
12	Double Glass Doors	02
13	Cupboard Doors	02
14	Rest rooms	06
15	Server room / IT	01
16	Security room / Strong room	02
17	Guard room	01
18	Double Cupboard Doors	03
Average number of employees and visitors daily		60
Total space to be cleaned (inclusive of pavement)		780.5m²

**A4. RATHOKE TRAFFIC CONTROL CENTRE AT GED BOSCHHOEK 703 KS
(PLOT AT MARBLE HALL AREA)****CONFIDENTIAL**

NO.	SCOPE OF CLEANING	RATHOKE TRAFFIC CONTROL CENTRE
1	Floor/s	01
2	Kitchen	01
3	Offices	05
4	Boardrooms	01
5	Parking Areas	01
6	Reception/Help Desk Area (with glass)	01
7	Passage	01
8	Windows	26
9	Doors	16
10	Rest rooms	04
11	Server room / IT	01
12	Security room	01
13	Guard room	01
14	Double Cupboard Doors	01
Average number of employees and visitors daily		30
Total space to be cleaned (inclusive of pavement)		129.25m²

A5. NEBO GOVERNMENT GARAGE (NEXT TO MAGISTRATE)

NO.	SCOPE OF CLEANING	NEBO GOVERNMENT GARAGE
1	Floor/s	01
2	Offices	02
3	Warehouse/Storeroom	01
4	Parking Areas	01

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5	Passage	01
6	Windows	30
7	Doors	04
8	Rest rooms	02
9	Guard room	01
10	Double Cupboard Doors	01
Average number of employees and visitors daily		65
Total space to be cleaned (inclusive of pavement)		268.75m²

A6. NEBO TRAFFIC STATION (NEXT TO MAGISTRATE)

NO.	SCOPE OF CLEANING	NEBO TRAFFIC STATION
1	Floor/s	01
2	Kitchen	01
3	Offices	06
4	Boardrooms	01
5	Warehouse/Storeroom	01
6	Parking Areas	01
7	Reception/Help Desk Area (with glass)	01
8	Passage	01
9	Windows	13
10	Doors	11
11	Cupboard Doors	02
12	Rest room	02
13	Security room	01
Average number of employees and visitors		85
Total space to be cleaned		98.70m²

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A7. GROBLERSDAL COST CENTRE

NO.	SCOPE OF CLEANING	GROBLERSDAL COST CENTRE
1	Floor/s	01
2	Offices	03
3	Parking Areas	01
4	Windows	11
5	Doors	06
Average number of employees and visitors daily		45
Total space to be cleaned (inclusive of pavement)		76.10m ²

PART B: CLEANING REQUIREMENTS FOR: SEKHUKHUNE DISTRICT

ELEMENTS	REQUIREMENTS	FREQUENCY
External features, fire exits and staircases.	Landings, ramps, fire exits staircases, steps, fire entrance doors, balconies, external lights fittings and handrails are free of dust, grit, dirt, spiderwebs, rubbish, cigarette butts, gum, and bird excreta.	Weekly
Internal features: Handrails, entrance and staircases	Handrails, entrances, and staircase are free of dust and fingerprints, grit, dirt, spiderwebs, rubbish, cigarette butts, gum, and bird excreta. <i>The Department of Employment and Labour has, on 17th of March 2020, issued guidelines for employers to manage COVID-19 at workplaces and overall hygiene standards as provided for by OHSA.</i>	Daily: using Bleach and fiber cloth
Fire extinguishers	Fire extinguishers and fire alarms are free of dust, grit and spiderweb.	Weekly

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	<p>Fire cupboards must be always kept clean and clear for emergency evacuation.</p> <p>NB: Fire extinguishers must be utilised strictly for fire extinguishing purposes.</p>	
Ducts, Grills and Air Vents	All ventilation outlets are kept unblocked and free of dust, grit, soil, mud, spiderweb, scuffs and any other marks.	Monthly
Walls	Internal and external walls are free of dust, grit, lint and spiderweb.	Monthly
Ceiling	Ceiling is free of dust, grit, lint and spiderwebs.	Monthly
Electrical switches	Electrical switches are free of dust, grit lint and spiderweb.	Daily
Skirtings	Skirtings are free of marks and smudges.	Daily
Windowpanes and frames (Internal)	Windowpanes and frames are clear of all streaks, spots, and marks, including fingerprints and smudges.	Monthly
Windowpanes and frames (External)	Windowpanes and frames (including internal windows above 2 meters) are clear of all streaks, spots, and marks, including fingerprints and smudges.	Bi-annually
Blinds	Blinds are free from stains, smudges, smears, odours, mould, and body fats	Quarterly
Curtains, cushions, and bathmats	Curtains, cushions and bathmats are free from stains, smears, odours, mould, and body fats	Quarterly
Crockery and cutlery for the office of the MEC and Senior Management	Crockery and cutlery for the office of the MEC and Senior Management are free from dirt and marks	Daily and when the need arises
Doors	<p>Internal and External doors, door handles and doorframes are free of dust, grit, marks and spots.</p> <p><i>The Department of Employment and Labour</i></p>	Daily

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	<i>has, on 17th of March 2020, issued guidelines for employers to manage COVID-19 at workplaces and overall hygiene standards as provided for by OHSA.</i>	
	Appropriate precautions (signage) are taken regarding pedestrian safety of wet floors and/or newly cleaned floors.	Always
Pavements and parking bays	Sweeping, cleaning, buffing or pressure cleaning of pavements and parking bays must be free of stains, spots, scuffs, dust, grit, litter, marks, weeds, spots, water or any other liquids.	Daily
Soft floors, entry matting (Deep cleaning)	The floors are free of stains, spots, scuffs, dust, grit, litter, marks, water, or any other liquids. Carpets are vacuumed and cleaned properly.	Daily
	Carpets extraction and shampooing when completed must be free of all deep-seated dirt, stains and soiling and must be in a reasonably dry condition giving a uniform appearance.	Quarterly
Deep Cleaning of Upholstery	Chairs and sofas extraction and shampooing when completed must be free of all deep-seated dirt, stains and soiling and must be in a reasonably dry condition giving a uniform appearance.	Quarterly
Emergency Water Extraction from floor carpets	Extraction of water from carpets, shampooing and freshening.	As and when need arises
Server/data rooms	Must be cleaned in a manner that are free of dust, grit and any other marks.	Weekly: Arrangements to be made before cleaning

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Computers, phones and photocopying machines	Must be cleaned in a manner that computers are free of dust, grit and any other marks.	Daily
Conference/Board rooms	Must be vacuumed, dusted, and polished.	Daily
Offices	Ensure that all offices are vacuumed (carpeted offices), dusted, mopped, and polished (tiled offices).	Daily (tiled) Vacuumed (twice a week or when need arises).
Kitchens	Ensure that all kitchen appliances and floors are free of dirt, dust, marks, stains and spiderweb.	Twice per day
Aqua/Water Coolers	Ensure the refilling and cleaning.	Twice per day
Office Furniture	Ensure that furniture is dusted and polished	Daily
	Ensure shelves, benchtops, cupboards are clean inside and outside, free of dust and litter or stains.	
Waste/rubbish bins	Dustbins must be emptied	Twice a day
	Ensure waste/rubbish bins or containers are clean inside and outside.	Weekly
	Must also be lined with appropriate and clean refuse bags.	Daily
Toilets and bathroom fixtures	Ensure wall and floor tiles, plumbing fixtures, and plastic surfaces, e.g., toilet seat are free from smudges/stains, smears/marks, body fats, and soap build-up and oxide deposits.	Hourly
Auto Janitors dispensers	Ensure that Auto Janitors are free of dirt, dust, marks, stains and spiderweb	Daily
Soap dispensers	Ensure Soap dispensers are free of dust, grease, smudges/stains, mould, and mineral deposits.	Daily
Hand dryer and hand towel dispensers	Ensure hand dryer and hand towel dispensers are free of dust, grease, smudges/stains, mould, and mineral deposits	Daily

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Automatic aerosol dispenser	Ensure that Automatic aerosol dispensers are free of dirt, dust, marks, stains and spiderweb.	Daily
SHE-Bins	Disinfectant and replacement of the inner plastic (waste) bags of the SHE-bins. <ul style="list-style-type: none"> • Cleaning of the SHE- bins. • Disposal of sanitary towels. 	1 st day of each week
Maintenance/Care of Sanitary disposal by registered Professional bodies	Disposal of waste from the SHE bins (The registered company appointed to do disposal of waste must clean and disinfected the inside and outside, always replace the inner plastic bags). Servicing of SHE Bins to be done by professionally Registered bodies only. Servicing of SHE bins must not be done by cleaners.	Weekly
Datasheets, service certificate, disposal certificate and service records to be issued by the registered professional body	Datasheets, service certificate, disposal certificate and records for the maintenance for the SHE bins waste must be available at all workplaces/institutions and should be filed.	Monthly
B.1 SUPPLYING OF CONSUMABLE ITEMS All consumables require prior approval before supply.		
Supply and refilling of toilet papers	Consumable items are sufficiently supplied. <ul style="list-style-type: none"> • Silky soft 2 ply virgin toilet paper • Toilet tissue that won't rip, or tear as easily. • Bleached using an elemental chlorine free (ECF) process. • Gentle on your skin, and sensitive areas. 	Daily and refill as and when need arises
Supply and refilling of kitchen and toilet paper towel	Consumable items are sufficiently supplied. <ul style="list-style-type: none"> • Thickness 1 ply • Sheet width 200mm • Sheet length 1500mm • Each sheet 8.3kg 	Weekly and as when a need arises

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	The requirements above shall serve as minimum standards.	
Supply and refilling of hand soaps in the toilets and kitchens	Consumable items are sufficiently supplied. Cleansing <ul style="list-style-type: none"> • The ability to remove dirt and oil. • The ability to clean without stripping the skin of its natural oils. • High quality soaps to be supplied. 	Daily and refill as and when need arises.
Supply of Seat wipes	Consumable items are sufficiently supplied. <ul style="list-style-type: none"> • Seat wipes must contain bactericides and disinfectants. • Seat wipes must be manufactured from non-woven linen tissue. 	Daily and refill as and when need arises.
Supply of spray air freshener, urinary toilet mats and duo blocks	Consumable items are sufficiently supplied. <ul style="list-style-type: none"> • Equip all ablution rooms/ toilets with spray air freshener and duo blocks. • Ensure that room deodorizers are clean and functional. • Ensure that there is no odour that is distasteful or unpleasant. 	Daily and refill as and when need arises
Supply of inner plastic (waste) bags of the SHE-bins and of the office (waste) bags	Consumable items are sufficiently supplied. <ul style="list-style-type: none"> • Disinfectant and replacement of the inner plastic (waste) bags of the SHE-bins, kitchen and office (waste) bags 	Daily and refill as and when need arises
Supply of Auto Janitor liquid	Consumable items are sufficiently supplied. <ul style="list-style-type: none"> • Auto Janitors must be refilled and maintained. • Must use minimum 12.5% hypochlorite (industrial strength bleach) in a 1:10 dilution (one-part industrial strength bleach and nine parts water) yields 12,500 ppm or a 	Daily and refill as and when need arises.

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	1.25% hypochlorite solution.	
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B.2 MAINTENANCE AND REPLACEMENT OF DAMAGED EQUIPMENT

B.2.1 SEAT WIPES DISPENSERS	
SEAT WIPES DISPENSERS	Dispensers must be maintained and replaced in the event of mechanical malfunctioning or factory fault.
B.2.2 AUTO JANITOR DISPENSER	
AUTO JANITOR DISPENSER	Dispensers must be maintained replaced in the event of mechanical malfunctioning or factory fault.
B.2.3 HARD WHITE PLASTIC TOUCH FREE SOAP DISPENSERS AND STAINLESS-STEEL SOAP DISPENSER	
HARD WHITE SOAP TOUCH FREE DISPENSER	Dispensers must be maintained replaced in the event of mechanical malfunctioning or factory fault.
B.2.4 HAND DRYING PAPER TOWEL MACHINE FOR KITCHENS	
HAND DRYING AND PAPER TOWEL MACHINE	Dispensers must be maintained replaced in the event of mechanical malfunctioning or factory fault.

B.3

B.3.1 QUANTITY OF EQUIPMENT AVAILABLE AT SEKHUKHUNE DISTRICT TO BE SERVICED

PLACE	SHE-BINS FOR LADIES TOILETS	AUTO JANITOR DISPENSER FOR MEN'S TOILETS	SEAT WIPES DISPENSE R FOR TOILETS	HARD WHITE PLASTIC TOUCH FREE SOAP DISPENSE R FOR	HAND DRYING PAPER HOLDER FOR KITCHENS	TOILET PAPER HOLDER DISPENSE R	AUTOMATIC AEROSOL DISPENSER	AUTOMATIC AEROSOL DISPENSER	AUTOMATIC STAINLESS STEEL HAND DRYING MACHINES IN
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				TOILETS					TOILETS
District Office	08	8	12	4	2	10	04	10	03
Dilokong Traffic Station	7	3	10	4	1	12	06	06	05
Moutse Traffic Station	7	3	10	4	1	12	06	06	05
Rathoke Traffic Control Centre	4	1	2	2	1	06	05	03	05
Nebo Government Garage	1	1	2	2	1	02	02	01	-
Nebo Traffic Station	1	1	2	2	1	01	01	01	01
Groblersdal Cost Centre	1	1	2	2	1	02	01	01	02

B.3.2 SUPPLY, INSTALLATION, SERVICING AND REFILLING OF SHE-BIN DISPENSERS WITH PLASTIC REFUSE BAGS AT SEKHUKHUNE DISTRICT

DESCRIPTION	QUANTITY
SHE-BIN • Height: 550 mm • Depth: 160 mm • Width: 510 mm • Capacity: 23 Litres FEATURES AND BENEFITS • Designed with central opening to ensure optimum capacity	03

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<ul style="list-style-type: none"> • Bin is fully lined. • Bag is easily removed with waste. • Innovative revertible cover – eases location either side of cubicle. • Unique "SANISOC" system for disinfecting and deodorising the content of the SHE Bin for up to 2 weeks 	
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B.3.3 SUPPLY, INSTALLATION, SERVICING AND REFILLING OF AUTO- JANITOR DISPENSER AT SEKHUKHUNE DISTRICT

DESCRIPTION	QUANTITY
AUTO JANITOR DISPENSER DIMENSIONS <ul style="list-style-type: none"> • Height: 260 mm • Depth: 80 mm • Width: 120 mm FEATURES <ul style="list-style-type: none"> • Descalers, deodorises and sanitises toilet and urinal surfaces, ensuring better hygiene • Continuous metered pump dosing, ensuring constant flow • Unique fragrance tab which assists in neutralizing malodours in smaller cubicle areas • Easy installation within 10-15 minutes • Lockable unit to prevent pilferage 	13

B.3.4 SUPPLY, INSTALLATION, SERVICING AND REFILLING OF SEAT WIPES DISPENSER AT SEKHUKHUNE DISTRICT

DESCRIPTION	QUANTITY
SEAT WIPE DISPENSER <ul style="list-style-type: none"> • Height: 310 mm • Depth: 60 mm • Width: 160 mm FEATURES AND BENEFITS <ul style="list-style-type: none"> • Cleans and disinfects • Combats bacteria build-up on the seat • Wipes are biodegradable and therefore can be flushed 	10

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B.3.5 SUPPLY, INSTALLATION, SERVICING AND REFILLING OF AUTOMATIC AEROSOL DISPENSER AT SEKHUKHUNE DISTRICT

DESCRIPTION	QUANTITY
AUTOMATIC AEROSOL DISPENSER Specifications: <ul style="list-style-type: none"> • Automatic Aerosol Dispenser • Material: ABS Plastic • Colour: White • Operation: Wall Mounted • Dimension: 8 cm x 8 cm x 21 cm • Automatic light sensor enabled. • Works on two AA size Batteries Features: <ul style="list-style-type: none"> • Light sensor mode saves fragrance & allows the machine to be operated in Day or Night mode automatically works on two AA size Batteries. • Low power consumption, energy saving environmental working mode option of Day, Night & 24 hours. • It's a self-standing machine which can be wall mounted also. 	05

B.3.6 SUPPLY, INSTALLATION, SERVICING AND REFILLING OF TOUCH FREE SOAP DISPENSER AT SEKHUKHUNE DISTRICT

DESCRIPTION	QUANTITY
TOUCH FREESOAP DISPENSER FOR TOILETS Touch-Free Lotion Pump Wall-Mount Automatic IR Sensor Soap Dispenser 350ml	10

B.3.7 SUPPLY, INSTALLATION, SERVICING AND REFILLING OF TOILET PAPER HOLDER DISPENSER AT SEKHUKHUNE DISTRICT

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DESCRIPTION	QUANTITY
TOILET PAPER HOLDER DISPENSER Toilet Roll Holder TR3 3 Tier Toilet Roll Holder, Lockable Mild White Steel. Sold individually. Size: 14cm x 12.5cm x 40.5cm. Weight: 1.55kg. Capacity: 3 x toilet rolls. Refill options for this dispenser click below.	06

B.3.8 SUPPLY, INSTALLATION, SERVICING AND REFILLING OF AUTOMATIC STAINLESS STEEL HAND DRYING MACHINES IN TOILETS AT SEKHUKHUNE DISTRICT

DESCRIPTION	QUANTITY
AUTOMATIC STAINLESS STEEL HAND DRYING MACHINES IN TOILETS Stainless Steel Industrial Hand Dryer 2.3Kw Swivel Nozzle	05

B.3.9 Identification of Damaged and Unfunctional Equipment

The service provider and project sponsor will be required to identify damaged, non-functional equipment and make arrangement(s) to have the items replaced. The service provider shall provide proof of costs (invoices) of work performed or items procured, and the Department shall pay such costs plus markup which is inclusive of all related costs as agreed with the Project Manager. A mark-up percentage not more than 25% shall be utilised for any purchase of equipment inclusive of labour. Furthermore, this shall serve as competitive advantage in the case of a tie. The service provider must provide a minimum warranty of two years for all newly acquired equipment.

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B.4 NUMBER OF CLEANERS REQUIRED

NO.	NAME OF INSTITUTION	SQUARE METERS	NUMBER OF CLEANERS	NUMBER OF SUPERS
1.	District Office	880.50	3	1
2.	Dilokong Traffic Station	780.50	3	1
3.	Moutse Traffic Station	780.50	3	1
4.	Rathoke Traffic Control Centre	129.25	1	1
5.	Nebo Government Garage (Workshop Area & Offices)	268.75	1	1
6.	Nebo Traffic Station (Mobile Office)	98.70	1	1
7.	Groblersdal Cost Centre (In a Shared Building)	76.10	1	1
TOTAL			13	7
GRAND TOTAL NUMBER OF CLEANERS AT SEKHUKHUNE				20

PART C: TERMS AND CONDITIONS

C1. DURATION OF CONTRACT

Department will enter a three-year contract with the successful bidder.

C2. CONDITIONS AND MAINTENANCE PLAN

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

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C3. PLASTIC REFUSE BAGS AND LININGS FOR WASTE BINS

Daily cleaning inside and outside the waste bins before lining of the bins. Suitable plastic refuse bags and lining of waste bins for the offices/kitchens/ablutions/passages must be done to ensure proper disposal of waste must be supplied by the bidder. The cost for these consumable materials must be included in the bid price.

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

Under no circumstances, will the bidder and his/her employees make use of fire hose reels or fire extinguishers on the site, in activities attached to the rendering of cleaning services.

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

No equipment, utensils or cleaning agents / detergents which may damage the building, fittings, persons or contents shall be used.

Only SABS approved cleaning detergents/ chemicals will be used and provide employer with Material Safety Data Sheets for all cleaning chemicals /Detergents that will be used in the Department.

Appointed bidder will be required to bring each sample of all cleaning items for verification purposes before the actual work is done (i.e. cleaning accessories/consumables/equipment or tools/detergents/chemicals and PPC for the cleaners).

C6. WARNING BOARDS / CAUTION SIGNS

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

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

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C7. FLAMMABLE AND POISONOUS SUBSTANCES

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

C8. LIABILITY

The bidder indemnifies the Department herewith from any claim from a third party and all costs or legal expenses about such a claim for loss or damage to property of the contractor or any other person that may result from or be related to the execution of this contract.

C9. DAMAGE AND COMPENSATION

The bidder will be held responsible for any damage or theft that may be caused to the premises or content by him/her or his/her employees or be due otherwise and claim for indemnification can accordingly be imposed by the Department against the bidder.

C10. RECTIFICATION OF DAMAGES

In the case of damages to carpets, furniture, etc, resulting from the rendering of the service, the bidder undertakes to rectify the damage immediately to the satisfaction of the department. If the contractor fails to act immediately after notification, the Department will rectify the damage at will and the costs thereof will be recovered from any monies outstanding.

C11. CONDITIONS IN RESPECT OF PERSONNEL OF THE BIDDER

The personnel of the bidder will have access to all areas, subject to other stipulations specified in the contract or service level agreement. If the service is not rendered in that specific area at a given time, arrangements can be made. The bidder must ensure that the total number of personnel offered for the execution of the contract is on duty on a daily basis. Provision must therefore be made for temporary or stand-by personnel for cases where personnel are on vacation, sick or maternity leave and absenteeism.

The bidder must ensure that everything installed or fixed to the building by him or her is of good condition and approved by SABS and should be replaced at all times until the end of the contract. **The installed equipment will become property of the**

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Department, therefore must not be removed at the end of the contract. The contract is comprehensive and the payment covers everything supplied by the bidder.

C12. COMPANY IDENTIFICATION CARD(S)

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

Name of the company

Name of the employee

Signature of the employee

C13. SECURITY CLEARANCE

The successful bidder prior the appointment must be security cleared. Security clearance is the responsibility of the Department and the State Security Agency.

C14. PENALTIES AND FINE

Should there be mal performance on the part of the appointed bidder in rendering the cleaning services as specified in the Bid specification document, the department reserves the right to issue a penalty/ pursue any claim available in law against the successful bidder.

C15. PAYMENT

Payment will be made monthly upon submission of an invoice for the services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Invoices cannot be certified as correct before the work has been properly performed. Certification can only take place after the last working day of the month during which the service was rendered. Payment will be made within 30 days after the end of the month during which the service was rendered.

C16. REMUNERATION OF SERVICE PROVIDER EMPLOYEES

The service provider is expected to remunerate the employees in accordance with the rates as determined by the Sectoral Determination.

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To this end, the service provider would be required to submit to the Department proof of remuneration and/or monthly **Pay Sheet(s)** in respect of all employees for inspection.

Failure to remunerate the employees in accordance with the relevant prescripts and/or failure to submit proof of remuneration will amount to deviation of the terms and/or conditions of this bid.

C17. PERSONAL PROTECTIVE CLOTHING-PPC & EQUIPMENT

- All protective equipment and clothing supplied should comply with the National Standards or accepted norms e.g. SABS.
- **All employees must be in full PPC when they are on site**
The Company Identification Card must be worn so as to be visible at all times whilst on the premises of the Department.

The bidder must have sufficient control over the Company Identification Cards to prevent any unauthorized use thereof.

A list of all employees who are to be employed on this contract as well as their replacements must be furnished.

At no time may the bidder and his/her employees disclose departmental information to public or news media.

The bidder should appoint a supervisor per site for all the cleaners, and to have a contact number for communication.

C18. CLEANING ACCESSORIES, CONSUMABLES, TOOLS/EQUIPMENT FOR EACH FLOOR (SEE ATTACHED LIST)

- a. **Area supervisor's role.**
 - To oversee all the activities on the site, communicate with both the clients and the manager.
 - Take register of cleaners on site.
 - Use check list and daily duties charts.
 - Keep services records of machinery and inventory.
 - Refiling of chemicals.
 - Daily inspection of Protective clothing.
 - Quality assurance on the site.
 - To see that cleaning standards are met.

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- Compliance to environmental policy.
- Records keeping.
- Hourly rest room checklist.

The cleaner's performance is also monitored by regular, random and surprise checks by supervisors.

b. Methodology and Cleaning Approach

Cleaning crew must follow a very easy and efficient cleaning approach. All cleanable areas and times that the areas need to be cleaned must be discussed and agreed with each cleaner before they start the cleaning. They must be given charts of daily cleaning schedules, fully stating what needs to be done on a daily basis per area that they are assigned to. They must also be given periodic cleaning schedules.

These would state which areas need to be cleaned and when. For example, deep cleaning of carpets, strip and seal of floors and cleaning of upholstery. They must be well trained in all areas that they are expected to perform. The approach is that by the time officers start work most of the cleaning in areas such as main entrances, restrooms and kitchens are cleaned in sequence as stated.

The cleaning crew must start work at 06.30am. The teams take turns to break for lunch, however they ensure that by the time the officers go for lunch, they are all back from their lunch breaks to resume their cleaning. This ensures minimum disruptions to officers. Areas such as kitchens, main entrances and restrooms are cleaned frequently to ensure the highest hygiene standards.

C19. SPECIFICATIONS FOR PERSONAL PROTECTIVE CLOTHING (PPC) TO BE PROVIDED TO EMPLOYEES OF THE BIDDER

ITEM	DESCRIPTION	QUANTITY
Two-piece work suit (unisex)	-Work suit in accordance with SABS 434. -Jacket: Unisex, front zip, two side slits double stitch and two path pockets. -Trousers: Double stitch wrenching at the back. -Material: Poly- cotton	3 x Sets of Each uniform (per annum).

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Disposable white plastic apron	Features <ul style="list-style-type: none"> • Protects clothes • Effective as part of an infection control strategy • Liquid resistant • Prevents transfer of liquids • Halter neck and waist ties • Prevents bacterial contamination by disposing of apron when changing environments 	1x daily NB: Bidder must always have sufficient stock supply for dust masks for the cleaners.
Safety Shoes/Boots	<ul style="list-style-type: none"> • Safety shoes/boots in accordance with SABS 422 or SABS1226. 	2x Black pairs
Gumboots (Water Boots) For women and men cleaners	-They must be nitrile/PVC toffee sole with steel toe cap, SABS approved	1x pair Gumboots (Water Boots)
Sweat absorbent pair of socks (for hygiene purposes)	Non- allergen woolen socks	3 sets pairs of socks each cleaner
Yellow Reflective rain suit	Two-piece suit Jacket: Unisex, front zip, two pockets and hood. Fabric: Type C140 of SANS 1585. Trousers with elastic waist.	1x pair each cleaner
Sweat absorbent T-shirt for Men & Women cleaners (choose colour that will match the colour of the work suit)	160g short sleeve crewneck T-shirt. To comply with the requirements of CKS 47 SANS 439.	3 x Sets each cleaner
Hard Hat (Protective wear for the head) for those who will be doing general sweeping/cleaning outside.	-It must be in accordance with SANS 1397. -it must be ultraviolet inhibitor. -it must have perm sweat breathable sweatband.	1x Set each cleaner
Cricket Hat (for summer purposes) for those who will be doing general sweeping/cleaning outside	Light weight cotton cricket hat for UV protection. Material to be heat resistant, 35% cotton and 65% polyester.	2x Sets each cleaner
House-hold gloves	Elbow length rubber gloves in accordance with SABS 316 & SABS ISO 11193 (They must be colour coded) <ul style="list-style-type: none"> • Green-for kitchens • Yellow –for offices • Red-for toilets • Blue-for toilet basins. 	1 set per category

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Gloves for external use	-General chrome wrist length leather gloves with cotton lining provides comfort and absorption & in accordance with SABS 1297. (for handling working tools/equipment's, etc.)	1 set per annum
	-Elbow length PVC rubber gloves in accordance with SABS 316 & SABS ISO 11193 (for handling water and chemicals)	
Respirators (Dust Masks)	FFP1 Nose and Mouth guard dust masks with 90% efficiency.	1x daily
Goggles (eye protection)	-Wraparound clear vented specs with high impact and with 99.9% UV resistant.	1 x Set each cleaner

C20. SPECIFICATIONS FOR EQUIPMENTS AND CONSUMABLE MATERIAL

ITEM	DESCRIPTION	QUANTITY
Wet floor caution sign	Each floor must have Yellow Wet floor caution sign.	2 x each floor
Colour coded Mops	Colours for the mops, cleaning and dusting cloths should match the colours of the household gloves mentioned above.	3x Each floor <ul style="list-style-type: none"> • Green-for kitchens • Yellow –for offices • Red-for restrooms
Household Brooms	Colours for the brooms should match the colours of the household gloves mentioned above.	3x Each floor <ul style="list-style-type: none"> • Green-for kitchens • Yellow –for offices • Red-for toilets
Window washers	Long and short window washers	1x Long window washers each floor 1x Short window washers each floor
Vacuum Cleaner	Wet and Dry Vacuum Cleaner	1x each floor
Color coded cloths for cleaning and dusting	(They must be colour coded) <ul style="list-style-type: none"> • Green-for kitchens • Yellow –for offices 	8 each floor <ul style="list-style-type: none"> • 2x Green-for kitchens

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	<ul style="list-style-type: none"> • Red-for restroom • Blue-for restroom basins. 	<ul style="list-style-type: none"> • 2x Yellow –for offices • 2x Red-for toilets • 2x Blue-for toilet basins.
Ladders	Three steps Aluminum ladder	2 x per building
Dustpan and broom set	Long Dustpan and broom set	2x each floor per building
Scrubbing brush for cleaning floor tiles	Short Scrubbing brush with plastic bristle	2x each floor per building
Hard brooms for general cleaning/sweeping outside	Plastic Hard brooms standard size	4 x per building
Feather Duster	Long	2x each floor per building
Feather Duster	Short	2x each floor per building
50L Econo double bucket & wringer complete with handle.	Features <ul style="list-style-type: none"> • 2 x Plastic buckets • Plastic frame + plastic wringer • Square shape buckets • Used in various industries • To be used with Mop head 	2x each floor
9 Litre plastic bucket for the kitchen use	Features <ul style="list-style-type: none"> • Designed for increased strength • Ergonomic handle 	2x each floor
Refuse Bags	Heavy Duty with sealing string	
750 ml Disinfectant Spray Bottles	750 ml adjustable clear trigger refillable empty spray bottles <i>The Department of Employment and Labour has, on 17th of March 2020, issued guidelines for employers to manage COVID-19 at workplaces and overall hygiene standards as provided for by OHSA.</i>	As and when the need arises
Labels for spray bottles	Self-sticking labels for the spray bottles	

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**C21. SPECIFICATION FOR CLEANING MATERIALS/ CHEMICALS IN THE
WORKPLACE:**

CLEANING MATERIAL	SPECIFICATION	Sekhukhune District office	Dilokong Traffic Station	Moutse Traffic Station	Rathoke Traffic Control centre	Nebo Government Garage	Nebo Traffic Station	Groblerdsdal Cost Centre
Toilet stains remover	Liquid type	20L x 1 per month	20L x 1per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month
Multi-purpose cleaner	Liquid type	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month
Glass & Window cleaner	Liquid type	20L x 1 per month	20L x 1per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month
Wooden floor cleaner (for wooden floors in the institutions)	Liquid type	10L x 1 per month	5L x 1 per month	5L x 1 per month	5L x 1 per month	5L x 1 per month	5L x 1 per month	5L x 1 per month
Furniture Polish (odourless)	Spray type	20 x 1 per month	10 x 1 per month	10 x 1 per month	10 x 1 per month	10 x 1 per month	10 x 1 per month	10 x 1 per month
Pine Gel (Multi-purpose cleaner)	Green thick gel	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month
Dish washing liquid for the kitchens	Liquid type	20L x 1per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month
Ammoniated hard surface cleaner scouring cream	Liquid type	20L x 1per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month
Bleach for the restroom basins & pots, showers, tiles & walls and for soaking of kitchen dish cloths, etc.	Liquid type	20L x 1per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month	20L x 1 per month
Green Scouring Pad Material polyester for hand basins in the toilets and sinks in the kitchen	Hard Pad	20 per month	20 per month	20 per month	20 per month	20 per month	20 per month	20 per month
2 ply toilet papers	Double ply	48 x 15 bale per month	48 x 15 bale per month	48 x 15 bale per month	48 x 15 bale per month	48 x 15 bale per month	48 x 15 bale per month	48 x 15 bale per month
Seat wipe		200 sheet x 50 packets per month	200 sheet x 50 packets per month	200 sheet x per 50 packets month	200 sheet x per 50 packets month	200 sheet x per 50 packets month	200 sheet x per 50 packets month	200 sheet x per 50 packets month
Paper towels	Single ply	20 x 1 per month	20 x 1 per month	20x 1 per month	20x 1 per month	20x 1 per month	20x 1 per month	20x 1 per month

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C22. COST AND PRICE ESCALATION

The price for first year should be fixed and inclusive of VAT for VAT vendors. The price should be broken down per institution buildings to show labour costs, equipment, consumables, cleaning materials, PPC and others separately. The Department may grant price increases for year 2 and year 3 in line with the consumer price index (CPI) inflation and annually revised Sectoral Determination. Minimum wage shall be based on sectoral determination which shall subsequently be adjustable as per such determination in the outer years. Evaluation on price will be based on first year's offer only, therefore bidders are expected to offer price for first year only. **Bidders must complete the following table for the purpose of bid comparisons:**

PERSONNEL	NUMBER OF PERSONNEL	PRICE PER PERSONNEL	TOTAL
Cleaners	13	R	R
Supervisors	7	R	R
*Total Bidding Price Vat Inclusive (for Sekhukhune District) (Total Annual Cost)			R
#Mark-up percentage for purchased equipment			%

***The total bidding price shall be inclusive of vat and all other related costs and must be the annual total cost to the Department)**

#As per paragraph B.3.9 and only for items under paragraph B2.

4. EVALUATION CRITERIA

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

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Evaluation on Functionality (Gate 0)	Administrative Requirements (mandatory) (Gate 1)	In-loco inspection Gate 2	Price and Preference Point System (Gate 3)
Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 1.	Bidders must submit all documents as outlined in paragraph 4.2 (Table 1) below. Only bidders that comply with all these criteria will be evaluated in Gate 2.	Bidders must comply with the requirements of paragraph 4.3 below to proceed to Gate 3.	Bidder(s) will be evaluated on price and preference points

4.1 Gate 0: Evaluation on Functionality

All bidders are required to respond to the functionality evaluation criteria. Bidders will be evaluated in Gate 0 for functionality as per below table:

Functionality Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points to proceed to Gate 1 for evaluation on administrative requirements, which is mandatory.

Evaluation Criteria for Functionality is as follows:

Item	Criterion	Weight	Scores
1.	Experience in general cleaning services Department will verify the authenticity of the letters before award (Attach reference letters from serviced clients in the corporate, public and local government sector with a minimum of one year in each project)	40	<ul style="list-style-type: none"> • No relevant projects = 0 • 1-2 projects = 1 • 3-4 projects = 2 • 5 and more projects = 3
2.	Experience of Hygienic services Attach copies of Hygienic services certificate.	15	<ul style="list-style-type: none"> • No relevant projects = 0 • 1-2 projects = 1 • 3-4 projects = 2 • 5 and more projects = 3

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	Department will verify the authenticity of the letters before award (Attach reference letters from serviced clients in the corporate, public and local government sector)		
3.	Experience of the supervisor. (Attach a comprehensive curriculum vitae and reference letters proving the relevant experience)	25	<ul style="list-style-type: none"> • Less than 1 year = 0 • 1-2 years = 1 • 3-4 years = 2 • 5 or more years = 3
4.	Qualifications of the same supervisor as in 3. (Attach copies of qualifications)	20	<ul style="list-style-type: none"> • No relevant qualification = 0 • Matric (or equivalent) + Related Cleaning Short course = 1 • Matric (or equivalent) + Related Cleaning Certificate = 2 • Matric (or equivalent) + Related Cleaning Diploma and above = 3
Total		100	
Maximum Scores		300	

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

Bidders that score less than 70 points out of 100 in respect of functionality will be regarded as non-responsive and will not be considered for further evaluation. Points scored by qualifying bidders will not be taken into consideration for price and preference point evaluation. **Only the qualifying proposals will be evaluated in Gate 1. Scores will be converted to 100 as follows:**

$$\text{Points} = A/300 \times 100$$

Where A = Total scores out of 300 scored by the bidder

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4.2 Gate 1: Administrative (mandatory) requirements

Bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). **Correction fluid is not allowed and any cancellation on the bid document must be initialed by the authorized signatory.** During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements.

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

Document that must be submitted	Mandatory	Non-submission will result in disqualification
Original Bid Documents	YES	Duly completed and signed.
Business Plan	YES	Must be attached
Company Profile	YES	Company profile indicating qualifications and experience of area manager
Invitation to Bid – SBD 1, Indicating Central Supplier Database Number	YES	Complete and sign the supplied pro forma document with a fixed physical address for their business operations for in-loco inspection and proof of registration on CSD.
Pricing Schedule (Non-firm price) – SBD 3.2	YES	Must be completed.
Bidder's Disclosure – SBD 4	YES	Complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	YES	Complete and sign the supplied pro forma document.
A certificate/confirmation letter from a registered auditor/ commercial bank certifying that the bidding entity is solvent.	YES	A valid letter must be submitted.

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Letter of good standing by the Compensation Commissioner	YES	A valid letter must be submitted.
Proof of registration with National Provident Fund for Cleaners	YES	A valid letter must be submitted.
Proof of Registration for PAYE	YES	Copy of valid PAYE certificate issued by SARS
Pricing Schedule	YES	Pricing structure must be completed in full indicating the price per personnel, totals and bidding price in terms of part C22.

NB Bidders that do not comply with any of the stipulations as stated above shall be disqualified from the evaluation process

4.3 Gate 2: In-Loco Inspection

The following shall be verified during **in-loco inspection**:

- a) Samples of PPC and PPE
 - (i) Identification Cards
 - (ii) Two-Piece Work Suit
 - (iii) Safety Shoes/Boots
 - (iv) Gumboots
 - (v) Sweat absorbent socks
 - (vi) Yellow Reflective rain suit
 - (vii) Sweat absorbent T-shirt
 - (viii) Hard Hat
 - (ix) Cricket Hat
 - (x) House-hold gloves
 - (xi) Gloves for external use
 - (xii) Raincoats
 - (xiii) Wet floor caution sign
 - (xiv) Colour coded Mops
 - (xv) Household Brooms
 - (xvi) Long Window washers

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- (xvii) Vacuum Cleaners
- (xviii) Color coded cloths
- (xix) Stepping Ladder/s
- (xx) Long Dustpan and broom set
- (xxi) Machinery /Scrubbing floor brush
- (xxii) Hard brooms
- (xxiii) Long Feather Duster
- (xxiv) Short Feather Duster
- (xxv) Yellow Duster Cloth
- (xxvi) Mutton Cloth
- (xxvii) Single Bucket Wringer Wheel Trolley
- (xxviii) Black Heavy Duty Refuse Bags
- (xxix) Marked Refill Spray Bottles-500ml
- (xxx) Stain remover
- (xxxi) Urine deoblocks
- (xxxii) Multi-purpose toilet cleaner
- (xxxiii) Glass & Window Cleaner Solution
- (xxxiv) Floor tile stripper detergent (Odourless)
- (xxxv) Wooden floor cleaner chemical solution
- (xxxvi) Wooden floor polish
- (xxxvii) Furniture Polish (Odourless)
- (xxxviii) Pine Gel
- (xxxix) Silky soft 2 ply virgin toilet paper
- (xl) Mounted Air Freshener sprays
- (xli) Dish washing liquid
- (xlii) All Purpose Cleaning Detergent with ammonia
- (xlili) Bleach
- (xliv) Pad scourer
- (xlv) Toilet hand soap
- (xlvi) Protective hand ointment/cream for the cleaners

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4.4 Gate 3: Price/Preference Point System,

Only Bidders that have complied with the requirements of Gate 2 will be evaluated in Gate 3 for price/preference point system.

The 80/20 price/preference point system will be applicable for this tender, where the 80 points shall be awarded for price and the 20 points shall be awarded for specific goals.

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

No	DESIGNATED GROUP	POINTS
1	Enterprises owned by black people	3
2	Enterprises owned by youth	5
3	Enterprises owned by women	5
4	Enterprises owned by persons with disability	3
5	Small, Medium and Micro Enterprises (SMMEs)	2
6	Enterprises located in rural areas or underdeveloped areas	2
	Total	20

The bid will be awarded to the qualifying bidder scoring the highest points.

5. NOTES TO BIDDERS

5.1 The Department reserves the right to:

5.1.1 Verify information and documentation of respective bidder from the Companies & Intellectual Property Commission (**CIPC**), National Treasury or any other relevant entity or visit the premises of the bidder at any time without notice. Any information received which does not correspond with the one provided in the bid document will render the bid null and void.

5.1.2 Appoint a third party to evaluate the service provider's compliance with any aspect of this bid.

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- 5.1.3 Terminate the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the bidder), firm or company (The expression “person, firm or company” shall include an authorized employee or agent of such a person, firm or company):
- a) is executing a contract with government unsatisfactorily.
 - b) has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract.
 - c) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence there-of been found guilty of a criminal offence.
 - d) has approached an officer or employee in the Public Service before or after bids have been called for, to influence the award of the contract in his favor.
 - e) has withdrawn or amended his bid after the time set for the receipt and opening of bids.
 - f) when advised that his bid has been conditionally accepted, has given notice of his inability to execute or sign the contract or to furnish any security required.
 - g) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm, or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party; or
 - h) has disclosed to any other person, firm, or company the exact or approximate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation of the bid.
- 5.2 The Department reserves the right to increase or decrease several cleaning personnel per site depending on operational requirements.

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- 5.3 The successful bidder must submit a valid UIF (Unemployment Insurance Fund) letter of good standing issued by the Department of Labour within 3 months after the award in compliance with the UIF Act and comply with all statutory requirements of the Republic. Non-compliance with the laws of the Republic may lead to termination of the contract.
- 5.4 The successful bidder must provide the same area manager whose credentials were submitted during the bidding process or equivalent.
- 5.5 The bidder to maintain safe standards and procedures to ensure good housekeeping and hygiene in the workplace.
- 5.6 The successful bidder must always be available for communication with the District /Department.
- 5.7 Security checks may be conducted randomly even after the appointment of the service provider. It will not be a once-off event during the appointment of the company.
- 5.8 The successful bidder cannot employ personnel convicted and sentenced to more than twelve months imprisonment without an option of a fine within a five-year period.
- 5.9 Successful bidder will have to submit a plan of compliance with the OHS Act 85 of 1993 as amended and its regulations.
- 5.10 Successful bidder must submit Public Liability Insurance of not less than R10 million rand within one month after the appointment.
- 5.11 The Department reserves the right to amend, modify or withdraw these terms of reference 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 prospective service providers.
- 5.12 If the negotiations between the Department and the preferred bidder/s fail with regard to the conclusion of a Service Level Agreement, the Department reserves its right not to appoint the preferred bidder/s without incurring any liability to compensate or reimburse the preferred bidder/s.

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- 5.13 A proposal submitted by a partnership must be accompanied by a written partnership agreement.
- 5.14 A proposal submitted by a consortium of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:
- a) the conditions under which the consortium will function;
 - b) Its period of duration;
 - c) The persons authorized to represent it;
 - d) The participation of the several parties forming the consortium;
 - e) The benefits that will accrue to each party;
 - f) Any other information necessary to permit full appraisal of its functioning.
- 5.15 All costs incurred by the bidder in the preparation of the bid shall be fully absorbed by the bidder. Supporting documentation submitted with the bid will become the property of the Department; unless otherwise requested by the bidder at the time of submission.
- 5.16 The Department is not bound to accept any of the proposals submitted and reserves the right to call for best and final offers from short-listed bidders before final selection. The Department also reserves the right to call interviews with short-listed bidders before final selection, and to negotiate price.
- 5.17 Bidders may ask for clarification on these terms of reference up to close of business five (5) working days before the deadline for the submission of bids. Any request for clarification must be submitted by email to the contact person.
- 5.18 Bidders 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 attempt by the bidder to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.
- 5.19 Bidders submitting two or more offers on the same bid under the same company name, should note that the highest offer will not be considered.
- 5.20 Proper completions and signing of all prescribed parts of the bid form is a compulsory requirement. Any bid offer that does not provide all the required information completely and in a form that is required, may be regarded as non-responsive.

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- 5.21 It is a condition of this bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 5.22 The Department reserves the right not to award the bid to the bidder with the lowest price, to alter the terms and conditions of the bid and to cancel the bid at any time during the contract period.
- 5.23 The tender offer validity period is 90 days after the closure of the bid.
- 5.24 The winning bidder will enter into a Service Level Agreement with the Department for duration of the contract.
- 5.25 The provisions of the general conditions of contract will be applicable to this bid.

6. ENQUIRIES

Enquiries in connection with this bid should be directed by e-mail mbhaiatin@dtcs.limpopo.gov.za, or bopapemm@dtcs.limpopo.gov.za, or maenetjao@dtcs.limpopo.gov.za.

Approved/ ~~Not approved~~


Mr Matjena M S

HoD: Transport and Community Safety

Date: 28/09/2023

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PART A INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PUDP 787C	CLOSING DATE:	23 OCTOBER 2023	CLOSING TIME:	11h00
DESCRIPTION	Rendering of General Cleaning, Hygiene and Sanitation Services at Sekhukhune District				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PHAMOKO TOWERS BUILDING					
NO 39 CORNER CHURCH AND BODENSTEIN STREET					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mable Bopape		CONTACT PERSON	Cynthia Mbhalati	
TELEPHONE NUMBER	015 294 8420		TELEPHONE NUMBER	015 295 1177	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	bopapemm@dtcs.limpopo.gov.za		E-MAIL ADDRESS	mbhalatic@dtcs.limpopo.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:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

SBD 1

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, 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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
<hr/>			
-	Required by:	
-	At:	
-	Brand and model	
-		
-	Country of origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
-	Delivery:		*Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

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

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.

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 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

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.

DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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)
Enterprise Owned by Black People	N/A	3	N/A	
Enterprise Owned by Youth	N/A	5	N/A	
Enterprise Owned by Women	N/A	5	N/A	
Enterprise Owned by Persons with Disability	N/A	3	N/A	
Small, Medium and Micro Enterprise(SMMEs)	N/A	2	N/A	
Enterprise Located in Rural Areas or Underdeveloped Areas	N/A	2	N/A	
Total		20		

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:

.....

.....

.....

.....

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless

otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties,

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.

