



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS
TENDER DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF CLEANING SERVICES AT THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS OFFICES AND ITS REGIONAL OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
TENDER NUMBER	HLA 4/2/4 - 2024/04

BRIEFING SESSION	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	SESSION COMPULSORY	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
BRIEFING	VENUE	MICROSOFT TEAMS		TIME	10H00
	DATE	27 SEPTEMBER 2024			

CLOSING DATE	14 OCTOBER 2024
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

Notes:

- All bids / tenders must be deposited in the Tender Box at the advertised address:
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the General Conditions of Contract (GCC) 2010 and, if applicable, any other special conditions of contract.
- The Gauteng Department of Human Settlements values the protection of personal information act (POPI act) and expects all tenderers to comply with the act.
- **ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**



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Tender Number	Description	Briefing Session	Closing Date
HLA 4/2/4 - 2024/04	The appointment of service provider(s) for the provision of cleaning services at The Gauteng Department of Human Settlements offices and its regional offices for a period of thirty-six (36) months.	<p>There will be a Non-Compulsory Briefing Session on Microsoft Teams on the 27 Sept 2024 @ 10h00. Attendance is highly recommended.</p> <p>Bidders who are interested in applying for this tender must send in an application to the following email address infogdhus.tenders@gauteng.gov.za and copy Cyril Chauke@gauteng.gov.za and Thabo.ndlovu@gauteng.gov.za for Microsoft teams invite for application for the briefing session by the 27 Sept 2024 or click on the link below to join.</p> <p>Join the meeting now</p>	<p>Date: 14 October 2024 Venue: Department of Human Settlements 11 Diagonal Street 17th Floor Reception Newtown, Johannesburg 2107</p>

Link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTZjYzEwZmMtNWFkZC00ODQ4LWFhODYtYzQzNDYzMGZhOTVh%40thread.v2/0?context=22Tid%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%22d31890b4-92c4-4fb8-ba06b33e90ee449%22%7d

Documents can only be downloaded from Treasury website from: Website <http://e-tenders.gauteng.gov.za/Pages/Home.aspx> 2. E-mail tender.admin@gauteng.gov.za 3. Human Settlements website www.gauteng.gov.za >>> **Human Settlements >>> Announcement >>> Human Settlements Advertised Tenders** from the **20 Septemeber 2024** . Completed tender documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box on the 17th Floor Reception Department of Human Settlements ,11 Diagonal Street, Newtown, Johannesburg, 2107 no later than 11:00 on or before the relevant stipulated date above.

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to infogdhus.tenders@gauteng.gov.za and copy boitumelo.jack@gauteng.gov.za Any other enquiry related to bid process may be directed in writing for attention to Mr Thabo Ndlovu at Thabo.Ndlovu@gauteng.gov.za and Mr Cyril Chauke at Cyril.Chauke@gauteng.gov.za and copy infogdhus@gauteng.gov.za . The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.



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All the bids advertised will remain valid for 120 days from the official bid closing date. Only companies who have submitted all the information required will be considered for the evaluation process. Please note that should you be not contacted 120 days after the closing date, consider your bid unsuccessful. All shortlisted bidders may be subjected to undergo a security screening in terms of Section 2 (1)(b) of the National Security Intelligence Act 7 of 2002 as amended.

IT IS A CONDITION OF BIDDING THAT –

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 Please note that not all Government Institutions will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, bidders must supply printed Tax Clearance Certificate**
- 1.6 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.7 Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.



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REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER
DATABASE (CSD) NUMBER _____

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS	
CSD Supplier number	
Company name (Legal & Trade as)	
Company registration No	
Tax Number	
VAT number (If applicable)	
Street Address	Postal Address
CONTACT DETAILS	
Contact Person	
e-mail address	
Telephone Number	
Cell Number	

NB: Bidders are requested to include their CSD reports in their submission of the tender documents.

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s): _____

Signature(s): _____

Date: _____



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Submission of Financial Statements

Where applicable the latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than three years, then the financial statement for the two years of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS					
BID NUMBER:	HLA 4/2/4 - 2024/04	CLOSING DATE:	14 OCTOBER 2024	CLOSING TIME:	11h00
DESCRIPTION	The appointment of service provider to provide cleaning services at The Gauteng Department of Human Settlements offices and its regional offices for a period of thirty-six (36) months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
11 Diagonal Street, 17 th Floor Reception					
New Town					
Johannesburg					
2107					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Thabo Ndlovu		CONTACT PERSON	Boitumelo Jack	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Thabo.Ndlovu@gauteng.gov.za		E-MAIL ADDRESS	boitumelo.jack@gauteng.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

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
(Professional Services)

NAME OF BIDDER:	BID NO.: HLA 4/2/4 - 2024/04
CLOSING TIME 11:00	CLOSING DATE: 14 OCTOBER 2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	1. The accompanying information must be used for the formulation of proposals.	
	2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....
	3. Are the rates quoted firm for the full period of contract?	*YES/NO
	9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

FINANCIAL PROPOSAL

- The bidder must complete ANNEXURE A: Pricing Schedule and attach to the SDB 3.3 form.
- The price must be fixed for all categories and inclusive of the yearly increases, where applicable.
- Bidders must complete and submit the Pricing Schedule as defined in ANNEXURE A without changing the structure.
- Failure to complete it in the prescribed manner and with unauthenticated alterations will result in the disqualification of the bid.

Any enquiries regarding bidding procedures may be directed to the –

Thabo Ndlovu

Email: Thabo.Ndlovu@gauteng.gov.za

Or for technical information –

Boitumelo Jack

Email: Boitumelo.Jack@gauteng.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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

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.

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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

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.

SBD 6.1

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 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) 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:

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

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

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.)

SPECIFIC GOAL	TOTAL POINTS (80/20 system)
Persons historically disadvantaged on the basis of gender - Women	8
RDP Programme – Empowerment of Youth	8
Persons historically disadvantaged on the basis of disability (PwD)	4
TOTAL	20

SPECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)
1) Persons historically disadvantaged on the basis of gender - Women	100% women ownership	8
	75% - 99% women ownership	6
	60% - 74% women ownership	4
	51% - 59% women ownership	2
	0 – 50% women ownership	0

SPECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)
2) RDP Programme – Empowerment of Youth	100% youth ownership	8
	75% - 99% youth ownership	6
	60% - 74% youth ownership	4
	51% - 59% youth ownership	2
	0 – 50% youth ownership	0

SPECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)
3) Persons historically disadvantaged on the basis of disability (PwD)	100% PwD ownership	4
	75% - 99% PwD ownership	3
	60% - 74% PwD ownership	2
	51% - 59% PwD ownership	1
	0 – 50% PwD ownership	0

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:



TERMS OF REFERENCE

**FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR THE PROVISION OF
CLEANING SERVICES AT THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS
OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

1. Purpose

The purpose of this document is to provide the Terms of Reference for the provision of cleaning services at the Gauteng Department of Human Settlements Offices and that is Head office.

2. Background

The intention of the proposed tender is to provide cleaning services to the Gauteng Department of Human Settlements offices. In terms of Section 8 of Occupational Health and Safety Act (Act no.85 of 1993) stipulates that 'every employer shall provide and maintain, as far as practicable, a working environment that is safe and without risk to the health of employees. Additionally, it is the employer's duty to adhere and to comply with Environmental Regulations for Workplaces (ERWP) and as such, the Gauteng Department of Human Settlements through its Supply Chain processes, shall procure a service for a period of 36 months which is equivalent to three years. This practice shall also bring and/or address other services such as disinfecting, deep cleaning to ensure enhancement on hygiene environment.

3. Scope of works

3.1 Cleaning

- Cleaning services to the identified sites.
- The service provider shall make use of SABS approved cleaning detergents; sanitisers and equipment to fulfil the cleaning obligation.
- All chemicals that will be used for cleaning shall have a material safety data sheet.
- The service provider shall utilise a disinfectant for general cleaning of all surfaces, these should not be damaging to the surface materials.
- The cleaning chemicals shall be non-corrosive and shall not form any chemical reaction with animate surfaces and body fluids.



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- All cleaning equipment shall be appropriately colour coded in terms of their dedicated cleaning areas i.e. High-risk utility area, Moderate risk utility area and Low risk utility area.
- The Department reserves the right to inspect the premises at any reasonable time to assess the level of service rendered against stipulated specifications.
- Cleaning material supplied by the company will be subjected to testing by the departmental representative when required on the Department's expenses. If the results show that the chemical does not meet the standard the service provider will be penalised.
- It remains the responsibility of the service provider to take all necessary precautionary steps to prevent loss and damage, in cases of loss incurred or intentional damage due to negligence, the contractor would be held liable.

NB: *It is recommended that the cleaning chemicals to be those that are manufactured in South Africa*

3.2 Uniform and Tools

- All staff shall be in uniform when performing duties;
- Uniform shall bear the company name and/or logo;
- Staff shall have name tags for identification;
- The staff shall have minimum of two pairs of uniform, safety boots, winter uniform and Personal Protective Equipment (PPE).
- The appointed service provider shall provide required tools to meet the objectives of the project; and
- No tools will be supplied by the Department.

Please note: With regard to the Gauteng Human Settlements offices listed below, the service provider is expected to supply toilet papers at all times. It is the responsibility of the service provider to ensure that the toilet papers are always available at all times.

GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS OFFICES:

No	Site	Staff	Supervisor	Number of Cleaners	Square meter per site
01	Ekurhuleni Regional Office	53	1	5	2182m2



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02	Vereeniging Regional Office	20	1	2	564m2
03	Meyerton Regional Office	19		2	1210m2
04	Tshwane Regional Office	51	1	5	6000m2
05	Mogale City Regional Office	33	1	3	1836m2
06	Johannesburg Regional Office	103	1	10	5640.16m2
07	11 Diagonal Office	223	1	20	4400m2
Total	07 Sites	502	6	47cleaners	21 832 m2

AREAS TO BE SERVICED		FUNCTIONS	FREQUENCY
RECEPTIONS	Tiled Areas	Clean floor/ Damp Mop, Marble Area/Clean/Minor Area/ Treat Furniture	Daily/ as and when required
	Walls	Wash/Clean	Twice weekly/as and when required
	Display cabinets	Polish	Weekly
	TVs	Wet dust	Daily
	Glass partitioning	Wet dust	Twice, weekly
	Furniture	Clean Wet dust Polish	Daily Weekly Weekly
	Blinds	Steam Clean Feather Dust	Quarterly Daily
	Projectors	Feather Dust	Daily



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

	Biomatrix Readers	Wipe dust	Daily
ELEVATORS & LOBBIES			
	Floors	Sweep Floor/Damp Mop	Daily
	Mirrors	Wet dust	Daily
	Door Tracks Handles and knobs Handrails	Wet wipe	Daily
	Lift doors/Entrance Halls	Clean Mop	Daily
	Glass doors	Wash/Clean	Daily
	Skirting	Wash/Clean	Daily
	Electronic Notice Boards	Wipe	Twice Weekly
STAIRS & LANDINGS			
	Clean handrails & fittings	Sweep/Clean/Scrub	Daily
	Clean fire escapes	Damp mop	Weekly
	Walls	Wipe	As required
PARKING AND LIFT LOBBIES			
	Handrails and ledges in lifts	Dam dust	Daily
	Parking bays in basement and ground floors	Clean by means of hosting off with hose pipe	fortnightly



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

STRONG ROOMS AND STOREROOMS (BASEMENT LEVELS)			
	Floor areas	Wash/Clean/Damp mop	Monthly and on request
	Shelves	Wet dust	On request
	Door (internal/External)	Wet wipe	Weekly and on request
	Handles	Wet wipe	Weekly
COMMON AREAS			
	Tiled floors	Sweep/Mop/Polish	Daily
	Laminated wooden floors	Clean with SABS approved detergent specified for laminated floors	Monday, Wednesday and Friday
	Carpets and chairs	Vacuum/Spot clean Deep clean	Daily Quarterly
	Walls & door frames	Wash/Clean	Weekly
	Glass doors	Wash/Clean	Weekly or on request
	Windowsills / ledges	Wash/Clean	Weekly
	Furniture	Wet dust and Polish	Daily
	Air con vents	Feather dust	Daily
	Mirrors	Wet wipes	Daily
	Picture Frames	Wet dust	Weekly
	Skirting Boards	Clean	Daily
	Soil marks	Spot clean	When necessary
	Blinds	Feather dust and wipe	Bi- weekly
	Handles	Wet wipes	Daily
BALCONIES			



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

	External	Sweep	Weekly
WINDOWS			
	Windowsills /ledges	Wet dust	Monday, Wednesday and Friday
	Window frames	Dust/Clean	Monthly
	Window- Glass internal	Clean Dust	Quarterly Weekly
OFFICES			
	Tiled floors	Sweep/Mop/Polish	Daily
	Bins	Empty and replenish refuse bag (supplier to provide refuse bags)	Twice Daily
	Laminated wooden floors	Clean with SABS approved detergent specified for laminated floors	Monday, Wednesday and Friday
	Desks	Wet dust Polish Clean	Weekly Weekly Daily
	Furniture and upholstery	Wet wiping leather upholstery vacuuming material base upholstery	Twice a week
	Computers	Dust	Daily
	Cupboards	Dust Polish	Daily Weekly
	Doors and frames	Wet dust	Weekly
	High Ledges and fittings	Dust/Clean	Weekly



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HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

	Picture frames	Wet dust	Weekly
	Skirting boards	Dust	Weekly
	Carpets and chairs	Vacuum Deep Clean Wash	Twice weekly twice per annum
	Other equipment i.e. Telephones	Wet wipe	Daily
	Air con and vents	Feather dust	Daily
	Skirting	Wet wipe	Daily
	Handles	Wet wipe	Daily
	Telephones	Dust and disinfect	Daily
	Blinds	Feather dust Wet dust	Daily Monthly
BOARDROOMS			
	Carpets	Vacuum Deep clean	Daily Quarterly
	Soil Marks	Spot clean	When required
	Furniture	Dust/Clean/Polish	Daily
	Bins	Empty, Clean and replenish refuse bag	Twice daily
	Picture Frames	Dust/Clean	Daily
	Skirting	Wash/Clean	Daily
	Handles	Wet wipe	Daily
	Mirrors	Wet dust	Daily
	Projectors / Audio – visual equipment / Whiteboards	Feather dust	Daily
	Blinds	Feather dust	Daily



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HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

		Wet wipe	Monthly
KITCHENS AND KITCHENETTE'S			
	Floors	Sweep, Mop & Disinfect	Daily
	Walls/Tiles	Clean and Disinfect	Daily
	Cupboards	Wet wipe	Daily
	Washing basin, sinks	Clean & Disinfect	Daily
	Skirting	Wash/Clean & Disinfect	Daily
	Handles	Clean & Disinfect	Daily
	Kitchen Equipment, i.e. fridges and microwaves	Clean	Daily
	Dishes	Wash	Daily
TOILETS AND SHOWERS			
	Toilet bowels (inner and out surface of pans)	Clean & Disinfect and sanitize	Three times Daily
	Urinals	Clean & Disinfect ensuring no build-up of uric acid or water scale is evident	Three times Daily
	Showers	Clean & Disinfect	Daily
	Hand Basins	Clean & Disinfect	Daily
	Taps	Clean & Disinfect - Use non- corrosive chemicals	
	Toilet Seats and lids	Clean & Disinfect	Three times Daily
	Mirrors	Wet dust Wipe with damp cloth – Use non-corrosive chemicals	Daily and as and when required



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HUMAN SETTLEMENTS
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	Floor Tiles	Dust, Mop & Disinfect	Daily
	Walls/Doors/Partitions	Dust, Clean and Wash	Twice weekly
	Metals fittings	Dust/Clean and Disinfect /Polish Use non-corrosive chemicals	Daily/once a week
	2 ply toilet paper	Replenish	Daily and as required
	Soap Dispenser	Replenish	Daily and as required
	Bins	Empty & Clean	Three times daily
	Skirting	Wash & Clean	Daily
	Handles	Clean & Disinfect Polish	Daily Weekly
	Bin liners	Replace	Daily
OTHER SERVICES			
	Waste disposal	Provide refuse bags for the bins Empty and clean all waste receptacles Remove all waste specified areas Remove all waste papers daily	Daily Daily Daily Daily

Other requirements (Scope of work)

- (i) Ensure that permission is first obtained from the PC user and switched off by the official.



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- (ii) Printers and photocopiers to be dusted when switched off
 - (iii) Provide toilet brush for all toilets once off and when required
 - (iv) Deep Cleanse toilets on a quarterly basis
 - (v) Empty and clean all waste receptacles on a daily basis
 - (vi) Remove marks from walls, doors, ceilings, and indicator and selector panels in lifts on a weekly basis
 - (vii) Scrub rubbish bins and waste containers on a weekly basis
 - (viii) Wash doors. (Fortnightly)

4. WORKING HOURS

- Working days (Excluding Public Holidays and weekends)
- Hours: 06H30-15H30

5. MEETINGS

The following meetings will be required between the Department's Project Manager (PM) and the Service Provider (SP).

Monthly unit rounds with Gauteng Department of Human Settlements, Contract Managers and the Service Provider's Operations Managers.

NB: The Department (PM) reserves the right to call for ad-hoc meeting(s) as and when deemed necessary.

6. FUNCTIONAL AND DATA REQUIREMENTS

6.1 National Standards

- Occupational Health and Safety Act (No 85 of 1993)
- Hazardous Substance Act (Act No 15 of 1973)

6.2 Other References

- SANS 10025-Customer satisfaction
- SANS 10346-Complaints handling.

6.3 Terms and Definitions

SANS- South African National Standards



7. ENVIRONMENTAL CONDITIONS

- All consumables used shall be environmentally friendly and should keep personnel, customers and members of the public from inadvertent harm.
- The Service Provider shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during execution of work.
- Contaminated products shall be disposed of in a safe and hygienic manner e.g. closed plastic container secured tightly and incinerated afterwards.
- All consumables used shall be environmentally friendly and biodegradable and not hazardous. Certification regarding the consumables must be presented upon request.

8. INFORMATION REQUIREMENTS

- Information shall be provided by the Service Provider and its supplier regarding all chemicals and products supplied to the Department.

NB: The Department may request this information at any given time during the period of the project. This information shall be used to evaluate the performance of the relevant role players in the project.

9. DOCUMENTATION REQUIREMENTS

Material Safety Data Sheets (MSDS) of all chemicals must be presented upon request by Gauteng Department of Human Settlements /End user.

10. STANDARD OPERATING PROCEDURES

The service provider must:

- Produce a cleaning program, work schedule and an inspection form.
- Procedure for monitoring, evaluating and maintaining quality of service.
- The contract should be in compliance with OHS policy rules and regulations as well as internal management decisions affecting the OHS plan.
- Outcomes of management and contract meetings and must be implemented monthly and the site managers must form part of the OHS committee of the Department.



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- Provide OHS plan.

11. OCCUPATIONAL HEALTH AND SAFETY

- The service provider shall ensure that the OHS Act and other legislative prescripts, policies and procedures relating to occupational health and safety are adhered to;
- The service provider shall ensure that all Occupational Health and Safety Standards are complied with and will be kept liable for non-compliance;
- Monthly Occupational Health & Safety inspections will be conducted to ascertain levels of cleanliness.
- Signage should be availed and displayed in areas where cleaning personnel are working.

12. PERSONNEL RESOURCES AND TRAINING

The service provider shall:

- Produce personnel files of all their staff.
- Produce a back-up plan for personnel resources.
- Produce a personnel training file.
- Training must be provided to all cleaners by the company, including new appointees.

13. CLEANING EQUIPMENT AND UTILITIES

The service provider shall:

- Provide/supply cleaning equipment.
- Provide/supply own personnel protective clothing.
- Provide/supply office electronic equipment's/machinery.
- Provide/supply Industrial Heavy-Duty Carpet Cleaners (Wet and Dry) / and/or Provide a contract letter (if outsourced).
- Provide/supply Industrial Vacuum Cleaners.
- Provide/supply single disc Stripping Machine.
- Provide/supply Mop Trolleys.
- Every worker to have own set of the following:
 - Brooms
 - Long/short dusters
 - Mops
 - Scrubbing brushes



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- Buckets
 - Steel wool
 - Buffing Machine
 - Furniture Polish
 - Multi-purpose Cleaner
 - Cleaning Detergents will comply with approved SABS standard
 - Toilet Cleaner
 - Disinfectant hand soap
 - Dusters
 - Scourers/ steel wool
 - Provide material data sheet for all chemicals

14. SERVICE LEVEL AGREEMENT

The service provider shall enter into a service level agreement with the Gauteng Department of Human Settlements in respect of cleaning services to be rendered.

15. IMPLEMENTATION OF SERVICES

- The service provider shall provide a project implementation plan detailing allocation of tasks and resources.
- The service provider shall provide customer complaints procedures.
- The service provider shall provide non-toxic approved detergents to ensure Quality of service.
- Provide SABS approved detergents that will not damage carpets

16. DISASTER MANAGEMENT

In case of disaster e.g. flooding, emergency cleaning to be undertaken within 24 hours.

17. EVALUATION METHODOLOGY

17.1 Introduction

The evaluation of bids will be done in terms of the Public Finance Management Act (PFMA), the GDHS Supply Chain Policy (SCM Policy for Infrastructure Procurement and Delivery Management) and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The evaluation of bids will be done in three stages as follows: **Administrative Compliance, Mandatory Compliance, Functionality Evaluation, Site Visit Evaluation and Preference Point System.** During these stages, bids that do not meet the Mandatory Compliance requirements will be



disqualified and will not be considered for further evaluation on Functionality. Bids that do not meet the minimum threshold during the Functionality Evaluation and Site Visit Evaluation will be disqualified and will not be considered for the Third Stage which is Preference Point System (Price and Specific Goals).

NB: Bidders are expected to paginate the file through indexing in order of sequence as per the Terms of Reference.

Stage 1A: Administrative Compliance

Stage 1B: Mandatory Compliance

Stage 2A: Functionality Evaluation

Stage 2B: Site Visits Evaluation

Stage 3: Preference Point System (Price and Specific Goals) evaluation.

17.1.1 Stage 1A Administrative Compliance

Administrative compliance comprises of checking if bidders have complied with the requirements as listed below:

Non-compliance will not result in the bidder being disqualified.

- Duly Complete, sign and submit all (Standard Bidding Documents) SBD documents:
 - SBD 1 – Invitation to bid.
 - SBD 6.1 – Preference Points Claim Form.
- Valid SARS Tax compliance status TCS pin
- Proof of registration with Central Supplier Database
- Company CIPC registration documents
- Company profile
- Certified copies of IDs for Member/Directors
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- Company profile

NOTES:

- Bidders qualifying as Exempted Micro Enterprise (EME) or Qualifying Small Enterprises (QSE) can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit



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- *Sworn Affidavits must be signed and dated by the Deponent and attested to by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice*
 - *Sworn Affidavit must be signed by a Commissioner of Oath on the same date as the Deponent.*
 - Only valid B-BBEE Status Level Verification Certificates, issued by agencies accredited by SANAS will be accepted.
 - In case of a Consortium/ Joint Venture (JV), all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate, issued by an agency accredited by SANAS will be accepted. Sworn Affidavit for a Consortium/JV will NOT be accepted.
 - All Consortium/JV proposals must include the individual companies / parties information for the above documents (where applicable).
 - The Department will not accept any **copy of a certified copy**, all certified copies should have the original stamp of certification and the date must not be older than six months from the closing date of the tender.
 - All certificates and/or sworn affidavits, certified as a **“true copy of the original”**, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972)

17.1.2 Stage 1B: Mandatory Compliance

Bidders must submit the following valid mandatory documents and failure to comply with these requirements will result in disqualification from further evaluation.

- Completed Bid Price (SBD3.3) and fully completed Annexure A -Price Schedule provided. Note, the total bid price of the pricing schedule should be the same as per the SBD 3.3
- Fully completed and signed Bidder's Disclosure Form (SBD4).
- Proof of a valid Compensation for Occupational Injuries and Disease Act (COIDA) Certificate. Sector Specific (e.g., Cleaning and hygiene Services).
- Proof of valid Letter of Compliance with the Contract Cleaning National Provident Fund (CCNPF).
- Bank Guarantee on performance for a minimum amount of R2,000,000.00.
- Proof of valid Public Liability or Professional Indemnity cover or letter of intent from an insurance company must be submitted with a minimum R2,000,000.00 cover.



- In case of Consortium/JV, proof of a valid agreement signed by all parties to the agreement indicating the **lead partner** and revenue (percentage) split of the parties.

NOTES:

- The proof of a minimum R2,000,000.00 Professional Indemnity Insurance or Public Liability cover must be valid at the date of tender closure. Bidder must submit a policy cover (cover should include but not limited to loss of asset, injuries of employees, theft)
- In case of Consortium/JV –
 - Proof of a valid Compensation for Occupational Injuries and Disease Act (COIDA) Certificate must be submitted for all parties.
 - Proof of valid Letter of Compliance with Contract Cleaning National Provident Fund (CCNPF) must be submitted by the lead partner.
 - Bank Guarantee on performance for a minimum amount of R2,000,000.00 must be submitted by the lead partner.
 - Submit proof of a minimum R2,000,000.00 Professional Indemnity Insurance or Public Liability cover in name of the lead partner (cover should include but not limited to loss of asset, injuries of employees, theft)
- The Department reserves the right to verify the validity of all supporting documents.

NB: Bidders who do not comply with the mandatory requirements criteria will be disqualified from further evaluation.

17.1.3 Stage 2A: Functionality Evaluation

A total of 100 points is allocated for this stage of evaluation. The minimum threshold for this part of the evaluation is 70 points and any bidder who fails to meet the minimum requirement will be disqualified and not be considered for further evaluation.

TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<p>Important notes to the bidder:</p> <ul style="list-style-type: none"> • The tender will be evaluated in three (3) sections. • Each of the three sections has an individual score. • The three sections give a total of 100. • The three sections are as follows: 	



- Section 1: Quality of the bidder’s proposal with a total score of 40 points. This section has sub-sections as follows:
 - Section 1.1: Approach and methodology with a score of 15 points
 - Section 1.2: Recruitment Strategy with a total score 10 points
 - Section 1.3: Contingency Plan with a total score of 10 points
 - Section 1.4: Training Plan with a total score of 05 points.
- Section 2: Experience of the Operations Manager with a total score of 20 points
- Section 3: Experience of the service provider with a total score of 40 points

SECTION 1: QUALITY OF THE BIDDER’S PROPOSAL

40

Important notes to the bidder:

1. The quality of the bidder’s proposal will focus on the following aspects:
 - a. The proposed approach and methodology is detailed and clearly articulated. The approach and methodology is comprehensive and fully aligned to tender terms of reference and scope of work including expected deliverables.
 - b. The proposed approach and methodology meet the timelines proposed by the Department or the timelines proposed are closely aligned to the Department’s expectation.
 - c. The recruitment strategy must address all the recruitment processes undertaken by the bidder including the recruitment of foreign nationals.
 - d. The proposed contingency plan must address all emergency requirements but not limited to strikes / labour unrest, absenteeism, disaster management, etc.
 - e. The proposed training plan must present well-defined training offerings, activities, training timeframes and accreditation
2. The maximum points a bidder can score in this sub-section is 40 points and the lowest score a bidder can score in this sub-section is zero points

Section 1.1: Approach & Methodology



1) The service provider must include the following as part of Quality in their proposal through a project implementation plan (Gantt Chart)

Maximum points = **15 points**

Project Implementation Plan should indicate the following 3 key criteria:

- a) Key activities
- b) Timelines to deliver on the key activities (daily, monthly and quarterly activities and outputs that are scheduled appropriately)
- c) Allocation or deployment of human resources

- Meets all 3 of the criteria above **(15 points)**
- Meets 2 of the 3 criteria above **(10 points)**
- Meets 1 of the 3 criteria above **(5 points)**
- Meets none of the 3 criteria above **(0 points)**

Section 1.2: Recruitment Strategy

This sub-section will focus on how the bidder will approach the scope of work, that is, the recruitment strategy addressing all the recruitment processes undertaken by the bidder including the recruitment of foreign nationals = maximum **10 points**

The criteria must address the recruitment processes to:

1. Job advertisement
2. shortlisting
3. Interviews
4. Pre and post screening
5. Contracting
6. Leave management
7. Skills development
8. Disciplinary processes
9. Code of conduct

- Recruitment strategy that addresses 8 - 9 requirements = **10 points**
- Recruitment strategy that addresses 6 - 7 requirements = **07 points**
- Recruitment strategy that addresses 4 - 5 requirements = **05 points**
- Recruitment strategy that addresses 3 or less requirements = **0 point**

Section 1.3: Contingency plan



This sub-section will focus on how the bidder will approach the scope of work, that is, contingency plan that addresses all emergency requirements to ensure business continuity – Maximum points = **10 Points**

The contingency should address the following 4 activities:

1. Detailed background on contingency planning
2. strikes / labour unrest by staff members of the company,
3. Staff shortage due to absenteeism, injury on duty, short posting)
4. disaster management (Fire, load shedding, water damage, etc)

- Contingency plan that addresses 4 activities = **10 points**
- Contingency plan that addresses 3 activities = **07 points**
- Contingency plan that addresses 2 activities = **05 points**
- Contingency plan that addresses 1 activity = **03 points**
- None of the above is = **0 point**

Section 1.4: Training Plan

1. This sub-section will focus on how the bidder will approach the scope of work, that is, training plan that presents well-defined training objectives indicating training offerings not limited to Orientation and Induction, Safety training with accreditation, Cleaning technics/procedures, Equipment and tools handling and customer service, professionalism accreditation where necessary for specific training - Maximum Points = **5 points**

The training plan should address the following 3 objectives:

1. Training Offerings
 2. Training timeframes
 3. Accreditation
- Training Plan with all 3 objectives = **5 points**
 - Training Plan with 2 objectives = **03 points**
 - Training Plan with 1 objective = **01 points**
 - None of the above is = **0 point**

SECTION 2: EXPERIENCE OF THE OPERATIONS MANAGER

Important notes to the bidder:

CV must be attached for the experience of the Project Leader/ Operations Manager who will lead the project for Cleaning Services.

- 1) *The Project Leader or Operations Manager provided for in the bid may not be changed for the project duration without notice to the Department.*

NB: For a bidder to be allocated points on this criteria, they must provide a detailed CV which clearly states the number of years and experience in a role as Ops



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<i>Manager or Project Leader. The CV must have contactable references and must be accompanied by an originally certified ID.</i>	20
5 or more years' experience (20 points)	
3 - 4 years' experience (15 points)	
1 - 2 years' experience (10 points)	
None of the above (0 points)	
SECTION 3: EXPERIENCE OF THE SERVICE PROVIDER	
Bidders must demonstrate their track record in the cleaning services.	
1) Appointment and references must be aligned to similar works, which have been successfully concluded in the previous years or currently active contracts.	
2) The Appointment Letter/ Contract / Purchase Order must be accompanied by corresponding references (reference letters, recommendation letters, completion certificates, notes of completion) both the corresponding documents must be signed, dated and must be on the official letterhead of the company for which the work was done. The corresponding documents read together must clearly specify the date that the scope of work was conducted.	
3) Bidders are required to provide details of previous work as contained in the Term of Reference.	
4) In cases where a project was undertaken under a subcontracting arrangement, an Appointment Letter of a subcontractor or contract or Purchase Order accompanied by a corresponding reference letter from the main contractor is to be attached and is compulsory; otherwise, such an appointment letter as a subcontractor will not be considered.	
5) In a case where the contract has been extended, both the initial and the extension of contract should be provided.	
6 or more appointment letters and corresponding reference letters = 40 Points	
4 – 5 appointment letters and corresponding reference letters = 30 Points	
2 – 3 appointment letters and corresponding reference letters = 20 Points	
1 appointment letters and corresponding reference letters = 05 Points	
Non submission / Letters that do not meet the set criteria/ Appointment Letter/ Contract / Purchase Order not accompanied by corresponding references	
TOTAL POINTS	100
MINIMUM THRESHOLD	70
The minimum threshold is 70	
<i>Any bidder who scores less than 70 out of 100 shall not be considered for the next stage of the evaluation process.</i>	

16.1.4 STAGE 2B: Site Visit Evaluation

The following criteria will be used for site visit evaluation.



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A total of **80 points** is allocated for this stage of evaluation. The minimum threshold for this part of the evaluation is **60 points** and any bidder who fails to meet the minimum requirement will be disqualified and not be considered for further evaluation.

AREA	COMMENT	POINTS
Personnel Resources	<p>The service provider should be able to produce the following records:</p> <ul style="list-style-type: none"> Personnel file of a Project Manager in the cleaning company (5 points) Sample of at least 5 personnel files for cleaners (5 points) <p>NB: Files to include all documents listed below:</p> <ol style="list-style-type: none"> Employment Contract Leave forms Salary advice indicating proof of UIF contribution ID Copy/ies Job Description Disciplinary code of conduct <p>NB: The bidder must provide a personnel file with all 6 documents to attain full points. Should the bidder provide a personnel file with less than 6 documents, a score of zero (0) will be allocated.</p>	10
	<ul style="list-style-type: none"> The service provider should at least be able to produce a sample of personal protective clothing, safety shoes, gloves and uniform for all seasons that will be used by the employees (5 points) 	05
Cleaning Equipment	<ul style="list-style-type: none"> The service provider should be able to provide a sample of the following cleaning equipment: <ol style="list-style-type: none"> Industrial Vacuum Machine (10 points) Ordinary Vacuum Machine (10 points) Cleaning and work schedule (10 points) 	30
Non-toxic quality approved cleaning products	<ul style="list-style-type: none"> The service provider should be able to provide a sample of all 5 products listed below. (10 points) <ol style="list-style-type: none"> Windows – non-ammonia-based glass cleaner Hard surface, table tops, surface desk – Neutral PH Cleaner Ceramic floor – Neutral PH to Alkaline De-greaser Vinyl floor and Marmoleum – Neutral PH Cleaner Carpets spot cleaner (Discolouring detergent) 	10



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	NB: The bidder must provide sample of all 5 products to attain full points. Should the bidder provide less than 5 samples, a score of zero (0) will be allocated.	
Locality	<ul style="list-style-type: none"> Company should have footprint in Gauteng Province in terms of operations 	25
NB: The evidence of site visit will be collected by department in the form of a signed attendance register as well as the digital images of the site, cleaning equipment and cleaning products.		
Total points		80
The minimum threshold is 60 <i>Any bidder who scores less than 60 out of 80 shall not be considered for the next stage of the evaluation process.</i>		

16.1.5 Stage 3: Preference Point System (Price and Specific Goals)

The Preference Point System shall apply whereby a contract will be allocated to a Tenderer in accordance with the Preferential Procurement Policy Framework Act, 2000, Preferential Procurement Regulations, 2022 and read in conjunction with the Procurement Policy of the Gauteng Department of Human Settlements.

The Department is applying the **80/20 Preference Point System** for this tender, being a maximum of 80 points for price and a maximum of 20 points for specific goals.

Specific Goals Points will be allocated as follows:

SPECIFIC GOAL	TOTAL POINTS (80/20 system)
Persons historically disadvantaged on the basis of gender - Women	8
RDP Programme – Empowerment of Youth	8
Persons historically disadvantaged on the basis of disability (PwD)	4
TOTAL	20

SPECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)
1)Persons historically disadvantaged on the basis of gender - Women	100% women ownership	8
	75% - 99% women ownership	6
	60% - 74% women ownership	4
	51% - 59% women ownership	2



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SPECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)
	0 – 50% women ownership	0

SPECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)
2)RDP Programme – Empowerment of Youth	100% youth ownership	8
	75% - 99% youth ownership	6
	60% - 74% youth ownership	4
	51% - 59% youth ownership	2
	0 – 50% youth ownership	0

SPECIFIC GOAL	ACHIEVEMENT LEVEL	ALLOCATED POINTS (80/20 system)
3)Persons historically disadvantaged on the basis of disability (PwD)	100% PwD ownership	4
	75% - 99% PwD ownership	3
	60% - 74% PwD ownership	2
	51% - 59% PwD ownership	1
	0 – 50% PwD ownership	0

Bidders are required to submit documents as listed below as proof of ownership to score points on specific goals:

Women Equity

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- a certified copy of the ID-document(s) of Director(s).

Youth Equity

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- a certified copy of the ID-document(s) of Director(s).



People Living with Disabilities

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- Valid B-BBEE Certificate or valid Sworn Affidavit.
- A certified copy of the ID-document(s) of Director(s).
- A certified declaration from a medical doctor certifying the degree of disability

Guidance on valid B-BBEE Certificates and/or valid Sworn Affidavits to substantiate preference points claims

- Valid B-BBEE Certificate issued by a SANAS accredited agency
- Bidders qualifying as EME/QSE can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit
 - *Sworn Affidavits must be signed and dated by the deponent and attested to by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice*
- Any Consortium or JV must submit a valid consolidated B-BBEE Certificate issued by a SANAS accredited agency. No sworn affidavit will be accepted for a Consortium or JV.
- All certificates and/or sworn affidavits, certified as a “**true copy of the original**”, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972)
- The Department is requesting the B-BBEE credentials in order to validate and evaluate the points claimed by the Bidder based on the Specific Goals outlined in this tender document and the (Pref00) / (SBD 6.1).
- The Department cannot solely rely on the CSD Report as the CSD Report states:
 - *“BBBEE - CSD does not automatically verify all certificate information with the various accreditation bodies. Organs of State are required, where not automatically verified by CSD, to manually verify this information with the applicable accreditation body as per current policies and procedures. Expired certificate information do not reflect on the report.”*



18. SECURITY SCREENING

The Department may conduct security screening during the duration of the contract, and therefore the service provider may be requested to provide Identity Documents and Curriculum Vitae (CVs) and any other requirement for key members on the team, to the Department's Security Risk Management for security vetting.

19. PROJECT DURATION

The project duration will be for a period of 36 months.

20. PAYMENT CONDITIONS

Service providers will be paid within thirty (30) days after receipt of invoices. Payments will be processed per deliverable accomplished to the satisfaction of the Head of Department.

On delivery and installation of each phase an invoice can be submitted for work completed, goods installed and configured.

Payment to suppliers within 30 days of invoice receipt is a national priority. In support of this and towards compliance to section 38 (1) (f) of the PFMA and Treasury Regulation 8.2.3 an executive decision was taken to make Electronic Invoice Submission (EIS) registration compulsory for all GPG suppliers whose tenders are successful.

Assistance will be provided to the successful supplier(s) in this regard once the tender adjudication and warning processes have been concluded and a supplier or supplier(s) appointed.

NB: COMPANY MUST BE REGISTERED ON CENTRAL SUPPLIER DATABASE (CSD)

21. FORMAT AND SUBMISSION OF BID

All submissions must be on Hard copy . The proposals must be submitted in 1 sealed envelope which will contain the (1) proposal (technical response) and (2) the pricing schedule. The submissions must be clearly marked with the description and the RFP number and submitted at **11 Diagonal Street, 17th Floor Reception, Marshalltown in Johannesburg.**

22. ENQUIRIES

- 21.1 All enquiries related to the content of the Terms of Reference may be directed in writing for attention to Mr Boitumelo Jack at Boitumelo.Jack@gauteng.gov.za and/or



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

Ms Mahlako Mnisi at Mahlako.Mnisi@gauteng.gov.za. The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

21.2 Any other enquiry related to bid process may be directed in writing for attention to Mr Cyril Chauke at Cyril.Chauke@gauteng.gov.za and Thabo Ndlovu at Thabo.Ndlovu@gauteng.gov.za. The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

Each Request for Proposal (RFP) shall comprise of clearly indexed and bound returnable documents as follows:

1	Standard Bid documents (including Annexure A)
2	Copy of Companies and Intellectual Property Commission (CIPC) registration previously known as CK
3	Valid Tax SARS Issued Pin Code (Which will be verified)
4	Original/Certified valid B-BBEE certificate/ Sworn Affidavit in case of qualifying EME's and QSE's
5	Proof of company registration on Central Supplier Database (CSD)
6	Company Profile
7	JV/Consortium Agreement
8	Functionality supporting documents
9	Latest Audited Financial Statement for the past two years to be provided. If a company is a new or dormant entity a letter from accountant stating so is required.
10	Other documents



SPECIAL CONDITIONS OF THE CONTRACT

BID NUMBER	HLA 4/2/4 - 2024/04
DESCRIPTION	FOR THE APPOINTMENT OF SERVICE PROVIDER(S) FOR THE PROVISION OF CLEANING SERVICES AT THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CLOSING DATE	14 OCTOBER 2024
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

1. EVALUATION

Bids will be evaluated on functionality and in accordance with the pre-scripts of the Preferential Procurement Policy Framework Act (PPPFA) and its regulation. Bidders who does not meet a minimum functionality threshold as specified in the TORs will not be considered for further evaluation.

1.1 Functionality

The functionality contained in the Terms of References applies.

1.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the department will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

2. REQUEST FOR CLARIFICATIONS

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data. **There will be a non-compulsory briefing session for this tender. Attendance is highly recommended.**

3. NON - COMMITMENT

3.1 The department is not bound to accept any of the bids submitted.

3.2 The department reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date.



3.3 The cost of preparing bids will not be reimbursed.

4. REVIEW PROCESS

4.1 Documents submitted on time by bidders shall not be returned and shall remain the property of the department.

4.2 All bids duly lodged will be evaluated in accordance with the evaluation criteria.

5. LATE BIDS

Bids received late shall not be considered and may be returned to the bidder if possible. A bid will be considered late if it is received one second after closing time or any time thereafter. The bid closing time is 11:00 am.

6. GENERAL

6.1 Bidders must provide all the information requested in the Terms of Reference and as specified further in the Special Conditions.

6.2 The department reserves the right not to appoint.

6.3 The appointments may be awarded to a tenderer that did not score the highest points in accordance with section 2(1)(f) of the PPPFA Act 5 of 2000.

6.4 The duration of the contract is for a period of 36 months from the date of appointment.

6.5 If the Service Provider(s) at any time does not comply with the Conditions of Contract or the site specifications, the Departments reserve the right to adjust payment pro rata in respect of short postings and/or services not rendered by the Service Provider(s). These adjustments will be made at the end of each month where short postings, or services not rendered, have occurred. The formula for this purpose to determine the daily (shift) tariff will be detailed in the Contract

6.6 The relevant stipulations of the Public Finance Management Act 1 of 1999 ("the PFMA") i.e., Sections 38(1) (f) and 76(4) (b), read with Treasury Regulation 8.2, apply for payments after the rendering of monthly services.

NOTE: No deviation from, or breach or failure to follow any of the conditions, shall be considered to be a condonation, waiving or ratification of such deviation, breach or failure to



comply, unless such condonation, waiving or non-fulfilment has been agreed upon in writing, through the GDHS.

- 6.7 The stipulations of Treasury General Conditions of Contract Practice Note: SCM 1 of 2003 apply to cases of any breach of the conditions of contract, or where an unsatisfactory service is rendered.
- 6.8 Notwithstanding anything to the contrary, or any other periods of time or terms that may be contained in this contract, it is a specific condition hereof that the GDHS shall have the right to terminate the contract with one month's written notice should the need for the service no longer exist and the service no longer be required.
- 6.9 The GDHS may increase or decrease the number of personnel and/or equipment, required with one month's written notice, if circumstances require such changes

7. REASONS FOR REJECTION

- 7.1 The department reserves the right to return late bids as mentioned in section 5 above.
- 7.2 The department reserves the right to determine and reject bids that are not in accordance to specification/Terms of Reference.
- 7.3 Bidders shall not contact the department on any matter pertaining to their bids from the closing date to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation or adjudication may result in rejection of the bid concerned.
- 7.4 The department shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 7.5 The department may disregard any submission if that bidder, or any of its directors:
 - (i) Have abused the Supply Chain Management (SCM) system of any Government Department;
 - (ii) Have committed proven fraud or any other improper conduct in relation to such system;
 - (iii) Have failed to perform on any previous contract and the proof thereof exists; and
 - (iv) Is restricted from doing business with the public sector or if such supplier failed to perform on a contract based on the specific goals.

End.

Annexure A

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.

TABLE OF CLAUSES

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

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 onsite, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied

by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIP)

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

