# MPUMALANGA PROVINCIAL GOVERNMENT



# DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

**BID NUMBER: COGHSTA/008/25/MP** 

APPOINTMENT OF A SERVICE PROVIDER (S) FOR THE SUPPLY AND DELIVERY OF CLEANING AND HYGIENE SERVICES TO THE OFFICE BUILDINGS ALLOCATED TO THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS

ISSUED BY:

Department of Co-operative Governance, Human	ı Settlements & Traditional Affairs
Private Bag X11328	
Mbombela	
1200	

NAME OF BIDDER:
TOTAL BID PRICE (all inclusive) :
(Also in words):

# PART A INVITATION TO BID

YOU ARE HEREBY IN SETTLEMENTS & TRAD			OF THE D	)EPA	ARTMENT OF CO	O-OPER	ATIVE GOVERNANCE, HUMAN
BID NUMBER: COGH	STA/008/25/MP	CLOSING DATE:			November 2025		OSING TIME: 12H00
APPOINTMENT OF A SERVICE PROVIDER (S) FOR THE SUPPLY AND DELIVERY OF CLEANING AND HYGIENE SERVICES TO THE OFFICE BUILDINGS ALLOCATED TO THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF							
	DESCRIPTION   THREE (03) YEARS BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)						
MBOMBELA, Riverside Piet Retief Office, KW BUSHBUCKRIDGE, Bu of Public Works, Cnr. Li	Government Com AMHLANGA, k ishbuckridge Advi illian Ngoyi and I	plex, Building No 9, Gove KwaMhlanga Governmen ce Centre, Department of Dr Beyers Naudé Streets	ernment Boul t Complex, Finance, Pro – Old TPA	levar Dep tea b Buil	d, Mbombela, 1200 partment of Finan puilding (old Telko lding, Upper grour	o, PIET ce, Bui m build nd floor	RETIEF, No. 11 Measroch Street, Iding No. 12, Computer Centre. Ing), MIDDELBURG, Department, Office numbers A20, 21 and 25, A49 and A50 (opposite Elukwatini
							uilding No.1, Job Skhosana Street,
BIDDING PROCEDURE	NQUIRIES MAY	BE DIRECTED TO	TECHNICA	AL E	NQUIRIES MAY B	E DIRE	CTED TO:
CONTACT PERSON	Mr. R.S Motsila	nyana	CONTACT	PEF	RSON		Mr. S Ngoepe
TELEPHONE NUMBER	013 766 6426		TELEPHO	NE N	NUMBER		013 766 6258
FACSIMILE NUMBER			FACSIMIL	E NL	JMBER		
E-MAIL ADDRESS	rsmotsilanyana	@mpg.gov.za	E-MAIL AD	DDRE	ESS		NgoepeSK@mpg.gov.za
SUPPLIER INFORMATIO	)N = = 2.55						
NAME OF BIDDER						***************************************	
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NL	JMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NL	JMBER		
E-MAIL ADDRESS	IL ADDRESS						
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR		CENTRAL SUPPLIER DATABASE		
	010121111111				No:	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES	☐Yes	□No	No SUPPLIER FOR THE GOODS /SERVICES OFFERED?  [IF YES, ANSWER THE				
OFFERED?	[ 120 2.1020						
QUESTIONNAIRE TO BI	DDING FOREIGN	SUPPLIERS	- All Annual				
IS THE ENTITY A RESID	ENT OF THE REP	UBLIC OF SOUTH AFRIC	CA (RSA)?				YES NO
DOES THE ENTITY HAVE	DOES THE ENTITY HAVE A BRANCH IN THE RSA?						
DOES THE ENTITY HAVE	E A PERMANENT	ESTABLISHMENT IN TH	E RSA?				☐ YES ☐ NO
DOES THE ENTITY HAVE	E ANY SOURCE (	CE OF INCOME IN THE RSA?					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  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 PA	RTICULARS 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:	

#### TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE SUPPLY AND DELIVERY OF CLEANING AND HYGIENE SERVICES TO THE OFFICE BUILDINGS ALLOCATED TO THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD THREE (03) YEARS.

#### PART A - BID DETAILS

#### 1. BACKGROUND an

The Department of Co-operative Governance Human Settlements &Traditional Affairs has a responsibility of creating a healthy hazard free working environment for the employees in line with the Occupation Health and Safety Act of 1993.

### 2. Purpose

The department seeks to acquires the services of a credible service provider for the for supply and delivery of cleaning and hygiene services to the office buildings occupied and utilized by the Department of Co-Operative Governance, Human Settlements and Traditional Affairs within the Mpumalanga Province for a period three (03) years.

# 3. Suitability

The minimum relevant expertise required from the interested bidders for this exercise are that the service provider (s) must attach proven capacity with references, relevant expertise with automotive, warehouse/ store rooms, equipment and delivery schedule.

#### 4. Location and extent of services

The Department of Co-operative Governance, Humans Settlements and Traditional Affairs seeks to appoint a service provider who will be responsible for provision and supply of cleaning and hygiene services and equipment at the following offices:

- Samora Machel and Rhino building (2850 m²);
- Vakasha and Sonjoy Building (3 912 m²);
- Provincial Disaster Management Center (3 151.42 m²);
- Any other departmental offices or Leased occupied/ utilized by COGHSTA during the contract duration

#### Cleaning Services:

Rhino building Samora Machel building Vakasha Building Sonjoy [HTL] building Provincial Disaster Management Center

### **Hygiene Services**

Rhino and Samora Machel Buildings - Riverside Government Complex

# **Ehlanzeni Regional Offices within Mbombela Local Municipality**

Vakasha Building Sonjoy [HTL] building Provincial Disaster Management Center Riverside Office Park Cycad building

#### Nkangala Regional Offices

Witbank Emalahleni Local Municipality Kwa- Mhlanga Offices within Thembisile Hani local municipality

# Gert Sibande Regional Offices

Elukwatini Offices within Chief Albert Luthuli Local Municipality Ermelo Offices within Msukaligwa Local Municipality

### 5. Closing Date:

The bid closing date and time is as indicated in the tender advertisement Bids received after the closing date and time will not be accepted.

**6. Briefing Session**: compulsory. As per the advert and in document attached schedule of briefing meeting starting from 20 October 2025 @ 10H00 Mbombela Provincial Archives Disaster Management Centre next to R40 Road

	Technical Enquiries				
Name:	Slyvester Ngoepe	Mr SW Marule/ Ms NA Mashego			
		Ms NP Maphanga			
Tel:	013 766 6258	013 766 6499 / 6299	013 766 6432		
e-mail:	NgoepeSK@mpg.gov.	WHMaphanga@mpg.gov.za	NAMashego@mpg.gov.za		
	za	/SWMarule@/mpg.gov.za			
	Administrativ	ve Enquiries			
Name:	Ms RS	Mr M Gumede	Mr EE Sibiya		
	Motsilayana		-		
Tel:	013 766 6426	013 766 6819	013 766 6969		
e-mail:	RSMotsilanyana@mpg.	MGumede@mpg.gov.za	esibiya@mpg.gov.za		
	gov.za				

Validity Period: 120 days

#### 7. EVALUATION PROCESS

The evaluation process comprises of the following phases:

In general, the Department of CoGHSTA shall for all Bids between the value of **R2 000 and R50 000 000.00**, which, conform to the specifications evaluate in accordance with the Preferential Procurement Policy Framework, 2000 (Act 5 of 2000) and the revised Preferential Procurement Regulations 2022, therefore 80 points for price and 20 points for the specific goals points.

# 7.1 Phase I: Initial screening process

During this phase bid documents will be reviewed to determine compliance with the following:

- a) All SBD1, SBD4, SBD6.1 forms should be fully completed and signed
- b) A written and signed undertaking by bidder clearly indicating commitment to use local labour
- c) Attendance of briefing session and signing of attendance register
- d) Signed Joint Venture Agreement and or Power of Attorney in case of Joint Ventures in case of joint venture or consortium bidding.
- e) Bill of quantity must be fully completed and signed by bidder
- f) Company Profile, including previous work done, value of the work and contactable references per contract.
- g) Programme of works with time frames and tasks aligned to project duration
- h) Public Liability Insurance or Intent Letter from registered insurers for Bidder or Director of R1 500 000 Minimum Cover
- i) Proof of Company Business warehouse and or office Address within Mpumalanga province attach Company Registration Document or Lease Agreement with Municipal Account or Water and Electricity Account
- j) Attach certificate / Proof of Compensation for Occupational Injuries Disease (COIDA) compliance provided
- k) Attachment of The owner/s/Director/s certified South African citizens ID copies -
- I) The bidder must have provide a sanitary or hazardous or waste Management Certificate, where the Certificate or License is not in the name of bidding company, a partnership agreement between license holder and bidder must also be attached.
- m) Attach Permission to Transport Hazardous/ Sanitary Waste where the Certificate or License is not in the name of bidding company, a partnership agreement between license holder and Bidder must be attached.

All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified

- NB: It is the responsibility of the bidder to ensure that the following key information is in order on CSD to avoid disqualification during the bid evaluations:
  - ...... The Business registration status in order
  - ...... Bid restrictions and defaulters status not registered
  - ...... Identification number and the service of the state status No government employee Directors

Only bidders who complied with the entire above-indicated compulsory requirements will progress to the next phase of evaluations.

Failure to meet one or more of the above requirements will lead to an automatic Disqualification

# 7.2. Phase II: Functionality evaluation as per attached Terms of Reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference
- b) Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.
- c) Bidders will not rate themselves but need to ensure that all information is supplies as required. The Bid Evaluation committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- d) The panel members will individually evaluate the responses received against the following criteria as set out below:

#### **FUNCTIONALITY (TECHNICAL)**

The table below lists the returnable schedules that set out the scoring criteria and sub criteria, and the percentage weighting for the score achieved against the relevant schedule to be used for functionality.

1	experience in the industry: successfully complete with completion certificates and or reference letter Points are not cumulative	Maximum Points = 50	
	Experience of company in similar or related projects successfully completed projects will be scored as follows:	5 or more projects	50 Points
	(Submit a list of all projects completed with contact details  a copy of the appointment letter or order with	4 or more projects	40 Points
	reference letter or proof of completion or completion certificate per project is to be attached in order to claim points during the evaluation process.	3 or more projects	30 Points
		2 or more projects	20 Points
		1 or more project	s 10 Points

2	Human Resources – Team Leaders (4) Points are not cumulative (CV to be attached) N/B:		Max Points =20 (a + b +c +d) Equal Distribution
	Professional Key Personnel are required for the duration For each personnel must be a fully completed and sho Key Personnel Member submitted.  Each CV should be structured under the following heach and the personal particulars Name  2. Qualifications (Occupational Health and qualification  3. experience that has bearing on the required of involvement of this type of project: minimum expertation.	rtened CV for each adings: Safety or related service and extent	5 each maximum Distribution NQF 6= 5 NQF 5 4 NQF 4 3 NQF 3 =2 NQF 2= 1
3	Implementation Program		Max Points = 10
	Provide a detailed proposal to indicate how the services described in the terms of reference will be executed. monitored, and controlled .the proposal should address the following aspects; . Staff capacity/Training, outlines delivery schedules and timetable, contingency plan, environmental controls, and health and safety	category/area of responsibility	
4	Proof Of Network With Reputable Providers For Hygiene and Cleaning Related Services		Max Points = 10
	Attach proof of networks with reputable Hygiene or Cleaning Services Material Manufactures or Suppliers of related or similar services and or products.		
5	Proof of assets Ownership		Max Points = 10
	registration certificates where applicable/ photos , with written agreement in case of hire/rent) by	Delivery vehicle Hazardous/Waste Transport Vehicle	2 points 2 points
	points not cumulative	Vacuum Cleaning Equipment. Mpumalanga warehouse/office Cleaning Equipment	2 points 2 points 2 points
	Total Functionality Points	100 POIN	ITS

Only bidders who attain a minimum of 70 percent on Functionality will qualify to proceed for further evaluation on Price and Specific Goals points.

e) Each panel member will rate each individual criterion on the score sheet using the following scale:

# 1-Poor, 2- Below average, 3- Good, 4- Good, 5- Excellent

- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- g) The value scored for each criterion will be multiplied with the specified with weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- h) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.
- i) Any proposal not meeting a minimum score of 70 percent functionality proposal will be disqualified.
- j) The price will not be evaluated as this stage

# 7.3 Phase III: Price / Financial stage

- a) Price / Financial proposal must be submitted in South African Rand.
- b) The following formula will be used to calculate the points for price in respect of this bid : Ps = 80 (1 (Pt Pmin))

Where

Ps= Points scored for comparative price of bid under consideration

Pt= Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

- c) The responsive bids will be adjudicated by the State on the 80/20-preference point for Specific Goals in terms of which points are awarded to bidders on the basis of:
- The bidded price (maximum 80 points)
- specific goals (maximum 20 points)
- d) The department reserves the right to arrange contracts with more than one contractor.
- e) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2022
- f) A maximum of 20 points may be awarded to a bidder for specific goals

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 Specific Goal point system on the pre-determined criteria below .)

The specific goals allocated points in terms of this tender/RFQ	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman		3 points		
Disabled; Attach Proof		3 points		
Youth		3 points		
Locality: Mpumalanga province; (Attach Proof of Company Business Address-Company Registration Document or lease agreement with Municipal Account or water and electricity account		11 points		
Total Points		20 Points		

### 7.4 Phase IV: Confirmation/ verification of Submitted Information

Shortlisted bidders may be required to undergo the vetting or verification process to verify the authenticity of the submitted documents during the submission period and bidder can be eliminated if discovered that false information was submitted and this doesn't mean that the bid is automatically awarded to you.

The number of paper copies of the signed contract to be provided by the employer is one per specific traditional council bid.

### 8. Team

Provision of 15 cleaners (and relievers when needed) on Monday to Sunday including Public holidays.

Building	Weekdays (06:00 to 15:00)		į.	& Public Holidays :00) <u>As and when</u> oly
	Cleaners	Supervisor	Cleaners	Supervisor
Rhino and Samora Machel Building	6	1	0	0
Disaster Management Center	4	1	0	0
Sonjoy Building	3	1	0	0
Vakasha Building	2	0	0	0
TOTAL	15	3	0	0

Bidders must have a Business Continuity Plan (BCP) outlining company's response in cases of crisis at no extra cost to the COGHSTA.

The appointed bidder will be required to review the Plan as the situation changes.

**Summary of required cleaning duties** Quantities are indicative and may change prior to finalization of a service level agreement between COGHSTA and the appointed service provider.

# 8.1 Provision of Uniforms and Equipment for Cleaners

The bidder must provide verifiable evidence in a form of pictures to confirm its ability to provide the following for cleaners:

- Presentable uniform for summer & winter (facemask, trouser, skirt, shirts, apron, jersey).
- Black steel toe-cap safety shoes
- Name tags
- Cleaning registers
- · Pocket/Incident Booklets
- Pens
- Protective rubber gloves

The bidder must provide in a form of pictures to confirm its ability to provide the following equipment to be utilized by cleaners:

- Industrial vacuum cleaners, with attachments for hardwood and carpet
- Caddy, bucket or container to carry supplies.
- Mop and bucket
- Duster (both long and short)
- Dustpan and broom
- Microfibre cloths (color-coded cloths for the offices, kitchens and bathrooms)
- Glass cleaning cloths
- Toilet cleaning brushes
- Caution / wet floor signs

### 8.2 Requirements for Normal Annual Deep-cleaning Services

Estimate of annual service required.

Item	Quantity per annum	
Carpets (twice yearly)	As per overall m <sup>2</sup>	
Upholstered couches	11	
Upholstered chairs	2280	

Quantities are indicative and may change prior to finalization of a service level agreement between COGHSTA and the appointed service provider.

# 8.3 Provision of cleaning / hygiene consumables

The bidder must provide the following cleaning/hygiene consumables.

Item Description	Frequency
Bio-degradable hand-wash foam (750ml Sachets)	Sufficient for 30 days
Liquid all-purpose cleaner 750 ml	Sufficient for 30 days
Furniture polish or spray 750 ml	Sufficient for 30 days
Liquid bleach 750 ml	Sufficient for 30 days
Liquid dishwashing soap monthly 750 ml	Sufficient for 30 days
Item Description	Frequency
Liquid tile cleaner 750 ml	Sufficient for 30 days
Disinfectant cleaner (0.1% chlorine) 750 ml	Sufficient for 30 days
Dustbin liner small (Offices, Colour coded, (Replace twice weekly)	Sufficient for 30 days
Dustbin liner medium (Toilets, Colour coded), Replace once weekly)	Sufficient for 30 days
Dustbin liner large (Kitchens, Colour coded, Replace twice weekly)	Sufficient for 30 days
She-bin liner (Colour coded, Replace twice weekly)	Sufficient for 30 days
Air freshener canisters (Securely locked brackets)	Sufficient for 30 days
Toilet seat sanitiser refill (500ml Sachets)	Sufficient for 30 days
Urinal sanitiser refill (500ml Sachets)	Sufficient for 30 days
Toilet bowl sanitiser refill (500ml Sachets)	Sufficient for 30 days

Quantities are indicative and may change prior to finalisation of a service level agreement between COGHSTA and the appointed service provider.

# 8.4 Provision of cleaning / hygiene equipment

The bidder must supply and install the following cleaning/hygiene equipment as specified; broken equipment shall be replaced by the bidder at no extra cost to the Department:

Equipment	Frequency
Liquid Soap Dispenser (Grey, Plastic)	Once off
Paper Towel Dispensers (Folded) (Grey, Plastic)	Once off
She-bins (Grey, Plastic)	Once off
Hand sanitiser dispensers (electronic/wall mounted)	Once off
Hand sanitiser dispensers (foot operated)	Once off
Hand sanitiser dispenser bottle 1 litre capacity	Once off
Liquid soap dispenser bottle 1 litre capacity	Once off
Electronic air fresheners dispensers (Grey, Plastic)	Once off

Dustbins (Wall mounted) (Grey, Plastic)	Once off
Toilets bowl sanitiser Dispenser (Wall mounted) (Grey, Plastic)	Once off
Urinal sanitiser dispenser (Wall mounted) (Grey, Plastic)	Once off
Toilet Seat Sanitiser Dispenser (Wall mounted) (Grey, Plastic)	Once off
Toilet roll holder (3 Roll holder, Stainless steel, wall mounted)	Once off

# 9. SCOPE OF WORK FOR CLEANING SERVICES

- Supervisors must have written cleaning and hygiene protocols for their respective building.
- Empty office dustbins once per day.
- Empty bathroom and kitchen bins (including sanitary bins) twice per day.
- Clean bathrooms and kitchens twice per day.
- Refill water flasks, kettles and urns at least once per day.
- Clean and disinfect bathroom sinks, taps, toilets, urinals and door handles twice per day by using a 0.1% chlorine-based solution or similar.
- Disinfect kitchen tops and sinks twice per day by using a 0.1% chlorine-based solution or similar.
- Cleaning of floors in passages, lobbies, entrance areas, bathrooms, kitchens.
- Collection from offices and cleaning of staff crockery and cutlery at least three times per day.
- Replacement of bin liners/bags when necessary.
- Remove stains from the bowls, urinals, toilet seat, s-bends, inside flushing rims and undersides
  of seats

# 10. OFFICE SPACE SPECIFICATION 10.1 TABLE OF QUANTITIES

	BUILDING SITE	
Description:	DISASTER MANAGEMENT CENTRE	
Size (±)	3 151.42 square meters	
Cleaners required:		
	4	
Number of floors	3: Ground, First and Second Floor	
Boardrooms	4	
Number of toilets	Female Bathrooms (20), Male bathrooms (10), Urinals (10)	
Kitchens	03	
Entrance foyers	01	
Passages	3: 1 tiled and 2 carpeted	
Shower rooms	Ladies (4)	
	Gents (4)	
Reception Area	01	
	Size (±) Cleaners required: Number of floors Boardrooms Number of toilets Kitchens Entrance foyers Passages Shower rooms	

# 10.2 SCOPE OF WORK FOR DISASTER MANAGEMENT CENTRE SECTION A

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
A. BOARDROOMS 2 (with carpet)	
02 Boardrooms	18 (20) 18 (20)
Vacuum the floor everyday	*Daily
<ul> <li>Use damp cloth to clean up any liquid spills</li> </ul>	*Twice weekly
<ul> <li>Dusting of blinds</li> </ul>	*Daily
Carpet deep cleaning	*Twice a year
Specify the rate per square meter	I Wice a year
01 Hall	*Daily
<ul> <li>Vacuum the floor everyday</li> </ul>	*Twice weekly
Use damp cloth to clean up any liquid spills	*Twice weekly
Dusting of blinds	*Daily
Carpet deep cleaning	*Twice a year
Specify the rate per square meter. Service provider will be requested to	
provide a quotation as when required	
Ceramic Flooring entrance foyers	
Thoroughly sweep with a broom and clean with a wet mop	*Daily
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth e.g.	*Daily
walls, picture frames, glass, directory/ notice boards and windows seals.	Dany
Spot clean marks from walls, doors, paint work and light switches	*Weekly
Dust furniture (including chairs), fittings, telephones and computers with	*Daily
a dry cloth	Bany
Deep cleaning of all material upholstered furniture	*As and when
Boop oleaning of all material aprietered farmare	needed
Dust and polish furniture and fittings	*Weekly
Wipe all telephones with a damp cloth with a suitably diluted disinfectant	*Weekly
Empty dust bins and waste paper baskets	*Twice Daily
Wash bins if necessary and replace plastic inners	*Daily
Apply liquid metal polish, to brass/steel door handles, window stays and window fasteners.	*Monthly
Windows: windows must be cleaned monthly on the inside	*Monthly
Windows: windows must be cleaned outside	*Quarterly
C. (1) SERVER ROOM	
Floor with tiles	*Monthly
Clean floors with damp mop	, , , , , , , , , , , , , , , , , , ,
D. RECEPTION AREA (01)	
Floor with tiles:	
Clean floors with damp mop	*Daily
Dust the reception furniture	*Daily
Wipe all telephones with a damp cloth with a suitably diluted disinfectant	*Weekly
Empty dust bins and waste paper baskets	*Twice Daily
Wash bins if necessary and replace plastic inners	*Daily
Dust furniture, fittings and computers with a dry cloth	*Daily

Dust and polish furniture and fittings	*Weekly
E. KITCHENS (3)	
<ul> <li>Ceramic()</li> <li>Thoroughly sweep with a broom and clean with a wet mop</li> <li>Burnishing floor with the polishing machine and hi-shine</li> <li>Strip and seal floor</li> </ul>	*Twice Daily *Monthly *Quarterly
Kitchen sink, cupboards must be cleaned with water and detergent	*Daily
Microwave ovens and fridge must be washed with water and detergent	*Daily
Fridges must be defrosted and washed with water and appropriate detergent	*Quarterly
Cutlery and crockery used must be cleaned in the kitchens	*Twice Daily
Empty dust bins	*Twice Daily
Wash bins if necessary and replace plastic inners	*Daily
<ul> <li>Ceramic (01 Foyer)</li> <li>Thoroughly sweep with a broom and clean with a wet mop</li> <li>Burnishing floor with the polishing machine and COMOP</li> <li>Strip and seal floor</li> <li>Carpet (2 passages)</li> <li>Vacuum passages with vacuum cleaner</li> </ul>	*Daily *Weekly *Quarterly
	*Twice weekly
Pick up, clean all waste and dispose of all litter.	*Daily
Glass doors at the entrances and passages must be cleaned with a window cleaner.	*Daily
clean windows, doors, door knobs and metal work and dust all accessible ledges to height of 2m.	*Daily
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth, e.g. walls, picture frames, glass, handrails/ banisters, directory boards, skirting, including windows seals	*Daily
F.TOILET CLEANING Female Bathrooms (20), Male bathrooms (10), Urinals (10)	
Ceramic  Sweep with a dust control mop  Clean with a damp mop  Strip and seal	*Twice Daily *Twice Daily *Quarterly
Washing of walls, doors, mirrors, pipes Wash hand-wash basins, toilet pans & urinals with suitably diluted disinfectant.	*Weekly *Daily
G. WASTE DISPOSAL	
Rubbish bins should be taken to the municipality collection point and returned to designated area.	*Daily
Washing of dust bins	*Monthly

# **10.3 TABLE OF QUANTITIES**

		BUILDING SITE
No	Description:	SONJOY [HTL]
1	Size (±)	2728 square meters
2	Cleaners required:	(3)
3	Number of floors	(3) Ground, First and Second Floor
4	Boardrooms	(3)
5	Number of toilets	Left Wing: Female Bathrooms (4), Male Bathrooms (2), Urinals(2)  Right Wing: Female Bathrooms (8), Male Bathrooms (9), Urinals (6)
6	Kitchens	Left Wing: (1) Right Wing: (1)
7	Entrance foyers	(2) Tiled
8	Passages	3: (1) tiled and (2) carpeted
9	Shower rooms	Left Wing: (1)  Right Wing: Chairperson (1), Deputy Chairperson: (1)
10	Reception Area	(1)

# 10.4 SCOPE OF WORK FOR SONJOY [HTL] SECTION A

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
B. BOARDROOMS 3 (with carpet)	
03 Boardrooms	
Vacuum the floor everyday	*Daily
<ul> <li>Use damp cloth to clean up any liquid spills</li> </ul>	*Twice weekly
Dusting of blinds	*Twice weekly
Carpet deep cleaning	*Daily

Carpet deep cleaning	*Twice a year
Specify the rate per square meter.	I Wide a year
Ceramic Flooring entrance foyers	
Thoroughly sweep with a broom and clean with a wet mop	*Daily
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth e.g. walls, picture frames, glass, directory/ notice boards and windows seals.	*Daily
Spot clean marks from walls, doors, paint work and light switches	*Weekly
Dust furniture (including chairs), fittings, telephones and computers with a dry cloth	*Daily
Deep cleaning of all material upholstered furniture	*As and when needed
Dust and polish furniture and fittings	*Weekly
Wipe all telephones with a damp cloth with a suitably diluted disinfectant	*Weekly
Empty dust bins and waste paper baskets	*Twice Daily
Wash bins if necessary and replace plastic inners	*Daily
Apply liquid metal polish, to brass/steel door handles, window stays and window fasteners.	*Monthly
Windows: windows must be cleaned monthly on the inside	*Monthly
Windows: windows must be cleaned outside	*Quarterly
C. (1) SERVER ROOM	
Floor with tiles	*Monthly
Clean floors with damp mop	
D. RECEPTION AREA (01)	
Floor with tiles:	
Clean floors with damp mop	*Daily
Dust the reception furniture	*Daily
Wipe all telephones with a damp cloth with a suitably diluted disinfectant	*Weekly
Empty dust bins and waste paper baskets	*Twice Daily
Wash bins if necessary and replace plastic inners	*Daily
Dust furniture, fittings and computers with a dry cloth	*Daily
Dust and polish furniture and fittings	*Weekly
E. KITCHENS (2)	
Ceramic()	
Thoroughly sweep with a broom and clean with a wet mop	*Twice Daily
Burnishing floor with the polishing machine and hi-shine	*Monthly
Strip and seal floor	*Quarterly
Kitchen sink, cupboards must be cleaned with water and detergent	*Daily
Microwave ovens and fridge must be washed with water and detergent	*Daily
Fridges must be defrosted and washed with water and appropriate detergent	*Quarterly
Cutlery and crockery used must be cleaned in the kitchens	*Twice Daily
Empty dust bins	*Twice Daily

Wash bins if necessary and replace plastic inners	*Daily
<ul> <li>Ceramic (01 Foyer)</li> <li>Thoroughly sweep with a broom and clean with a wet mop</li> <li>Burnishing floor with the polishing machine and COMOP</li> <li>Strip and seal floor</li> <li>Carpet (2 passages)</li> </ul>	*Daily *Weekly *Quarterly
<ul> <li>Vacuum passages with vacuum cleaner</li> </ul>	*Twice weekly
Pick up, clean all waste and dispose of all litter.	*Daily
Glass doors at the entrances and passages must be cleaned with a window cleaner.	*Daily
clean windows, doors, door knobs and metal work and dust all accessible ledges to height of 2m.	*Daily
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth, e.g. walls, picture frames, glass, handrails/ banisters, directory boards, skirting, including windows seals	*Daily
G.TOILET CLEANING (Left Wing: Female Bathrooms (4), Male Bathrooms (2), Urinals(2)  Right Wing: Female Bathrooms (8), Male Bathrooms (6), Urinals (4)	
<ul> <li>Ceramic</li> <li>Sweep with a dust control mop</li> <li>Clean with a damp mop</li> <li>Strip and seal</li> </ul>	*Twice Daily *Twice Daily *Quarterly
Washing of walls, doors, mirrors, pipes	*Weekly
Wash hand-wash basins, toilet pans & urinals with suitably diluted disinfectant.	*Daily
H. DEEP CLEANING SERVICES (TOILETS)	
Deep clean toilets using strong detergents	*Quarterly
I. WASTE DISPOSAL  Rubbish bins should be taken to the municipality collection point and returned to designated area.	*Daily
Washing of dust bins	*Monthly

# 10.5 RHINO AND SAMORA MACHEL BUILDING GOVERNMENT COMPLEX

No		BUILDING SITE	
	Description:	RHINO AND SAMORA MACHEL BUILDING GOVERNMENT COMPLEX	
1			
	Size (±)	2850 square meters	
2	Cleaners required:	6	
3	Number of floors	2 Upper Ground Floors	

4	Boardrooms	01
		Samora Machel: Female Bathrooms (10), Male
5	Number of toilets	Bathrooms (4), Urinals (6)
		Dhina Duildin ar Farrala Dathra area (F) Mala la thua area
		Rhino Building: Female Bathrooms (5), Male bathrooms (2) Urinals (2)
		Samora Machel (1)
	Kitchens	
6		Rhino Building (1)
	Entrance foyers	01
7		
8	Passages	3: 1 tiled and 2 carpeted
	Shower rooms	MEC (1)
9		HOD (1)
	Reception Areas	
10	·	01

# 10.6 SCOPE OF WORK FOR RHINO AND SAMORA MACHEL BUILDING GOVERNMENT COMPLEX SECTION A

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
C. BOARDROOMS 1 (with carpet)	
01 Boardrooms	
<ul> <li>Vacuum the floor everyday</li> </ul>	*Daily
<ul> <li>Use damp cloth to clean up any liquid spills</li> </ul>	*Twice weekly
Dusting of blinds	*Daily
Carpet deep cleaning	*Twice a year
Specify the rate per square meter. Service provider will be requested to	-
provide a quotation as when required	
01 Hall	*Daily
Vacuum the floor everyday	*Twice weekly
<ul> <li>Use damp cloth to clean up any liquid spills</li> </ul>	*Daily
Dusting of blinds	
Carpet deep cleaning	*Twice a year
Specify the rate per square meter. Service provider will be requested to	-
provide a quotation as when required	
Ceramic Flooring entrance foyers	
<ul> <li>Thoroughly sweep with a broom and clean with a wet mop</li> </ul>	*Daily
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth e.g.	*Daily
walls, picture frames, glass, directory/ notice boards and windows seals.	
Spot clean marks from walls, doors, paint work and light switches	*Weekly
Dust furniture (including chairs), fittings, telephones and computers with a	*Daily

dry cloth	
Deep cleaning of all material upholstered furniture	*As and when needed
Dust and polish furniture and fittings	*Weekly
Wipe all telephones with a damp cloth with a suitably diluted disinfectant	*Weekly
Empty dust bins and waste paper baskets	*Twice Daily
Wash bins if necessary and replace plastic inners	*Daily
Apply liquid metal polish, to brass/steel door handles, window stays and window fasteners.	*Monthly
Windows: windows must be cleaned monthly on the inside	*Monthly
Windows: windows must be cleaned outside	*Quarterly
C. (1) SERVER ROOM	
Floor with tiles  • Clean floors with damp mop	*Monthly
D. RECEPTION AREA (01)	
Floor with tiles:	
Clean floors with damp mop	*Daily
Dust the reception furniture	*Daily
Wipe all telephones with a damp cloth with a suitably diluted disinfectant	*Weekly
Empty dust bins and waste paper baskets	*Twice Daily
Wash bins if necessary and replace plastic inners	*Daily
Dust furniture, fittings and computers with a dry cloth	*Daily
Dust and polish furniture and fittings	*Weekly
E. KITCHENS (2)	
Commin()	
	*Twico Daily
·	
·	•
Kitchen sink, cupboards must be cleaned with water and detergent	*Daily
Microwave ovens and fridge must be washed with water and detergent	*Daily
Fridges must be defrosted and washed with water and appropriate	*Quarterly
Wash bins if necessary and replace plastic inners	*Daily
Ceramic (01 Fover)	
	*Dailv
· ·	1
·	*Quarterly
·	
Vacuum passages with vacuum cleaner	
Microwave ovens and fridge must be washed with water and detergent Fridges must be defrosted and washed with water and appropriate detergent Cutlery and crockery used must be cleaned in the kitchens Empty dust bins Wash bins if necessary and replace plastic inners  Ceramic (01 Foyer)  Thoroughly sweep with a broom and clean with a wet mop Burnishing floor with the polishing machine and COMOP Strip and seal floor Carpet (2 passages)	*Daily *Quarterly  *Twice Daily *Twice Daily *Daily  *Daily  *Daily  *Weekly

	*Twice weekly
Pick up, clean all waste and dispose of all litter.	*Daily
Glass doors at the entrances and passages must be cleaned with a window cleaner.	*Daily
clean windows, doors, door knobs and metal work and dust all accessible	
ledges to height of 2m.	*Daily
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth, e.g. walls, picture frames, glass, handrails/ banisters, directory boards, skirting, including windows seals	*Daily
G.TOILET CLEANING (Samora Machel: Female Bathrooms (10), Male Bathrooms (4), Urinals	
(6)	
Rhino Building: Female Bathrooms (5), Male bathrooms (2) Urinals (2)	
Ceramic	
Sweep with a dust control mop	*Twice Daily
Clean with a damp mop	*Twice Daily
Strip and seal	*Quarterly
Washing of walls, doors, mirrors, pipes	*Weekly
Wash hand-wash basins, toilet pans & urinals with suitably diluted	*Daily
disinfectant.	j
H. DEEP CLEANING SERVICES (TOILETS)	
H. DEEP CLEANING SERVICES (TOILETS)  Deep clean toilets using strong detergents	*Quartely
Deep clean toilets using strong detergents  I. WASTE DISPOSAL	*Quartely
Deep clean toilets using strong detergents  I. WASTE DISPOSAL  Rubbish bins should be taken to the municipality collection point and	
Deep clean toilets using strong detergents  I. WASTE DISPOSAL	*Quartely  *Daily

# 10.7 TABLE OF QUANTITIES

No		BUILDING SITE
	Description:	VAKASHA BUILDING
1	Size (±)	1184 square meters
2	Cleaners required:	(2)
3	Number of floors	(3): Ground, First and Second Floor

4	Boardrooms	(01)
5	Number of toilets	Female Bathrooms (4), Male Bathrooms (2), Urinals (2)
6	Kitchens	(02)
7	Entrance foyers	(01)
8	Passages	(3): (1) tiled and (2) carpeted
9	Shower rooms	(1)
10	Reception Area	(02)

# 10. 8 SCOPE OF WORK FOR VAKASHA BUILDING SECTION A

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
D. BOARDROOMS 1 (with carpet)	
<ul> <li>O1 Boardrooms</li> <li>Vacuum the floor everyday</li> <li>Use damp cloth to clean up any liquid spills</li> <li>Dusting of blinds</li> </ul>	*Daily *Twice weekly *Daily
Carpet deep cleaning Specify the rate per square meter.	*Twice a year
<ul> <li>01 Hall</li> <li>Vacuum the floor everyday</li> <li>Use damp cloth to clean up any liquid spills</li> <li>Dusting of blinds</li> </ul>	*Daily *Twice weekly *Daily
<ul> <li>Ceramic Flooring entrance foyers</li> <li>Thoroughly sweep with a broom and clean with a wet mop</li> </ul>	*Daily
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth e.g. walls, picture frames, glass, directory/ notice boards and windows seals.	*Daily
Spot clean marks from walls, doors, paint work and light switches  Dust furniture (including chairs), fittings, telephones and computers with a dry cloth	*Weekly *Daily
Deep cleaning of all material upholstered furniture	*As and when needed
Dust and polish furniture and fittings	*Weekly
Wipe all telephones with a damp cloth with a suitably diluted disinfectant	*Weekly

Empty dust bins and waste paper baskets	*Twice Daily
Wash bins if necessary and replace plastic inners	*Daily
Apply liquid metal polish, to brass/steel door handles, window stays and	*Monthly
window fasteners.	
Windows: windows must be cleaned monthly on the inside	*Monthly
Windows: windows must be cleaned outside	*Quarterly
C. (1) SERVER ROOM	
Floor with tiles	*Monthly
Clean floors with damp mop	
•	
D. RECEPTION AREA (01)	
Floor with tiles:	
Clean floors with damp mop	*Daily
Dust the reception furniture	*Daily
Dust the reception furniture	Dany
Wipe all telephones with a damp cloth with a suitably diluted disinfectant	*Weekly
Empty dust bins and waste paper baskets	*Twice Daily
Wash bins if necessary and replace plastic inners	*Daily
Dust furniture, fittings and computers with a dry cloth	*Daily
Dust and polish furniture and fittings	*Weekly
E. KITCHENS (2)	.47%s
Ceramic()	
Thoroughly sweep with a broom and clean with a wet mop	*Twice Daily
· · · · · · · · · · · · · · · · · · ·	*Monthly
<ul><li>Burnishing floor with the polishing machine and hi-shine</li><li>Strip and seal floor</li></ul>	*Quarterly
Kitchen sink, cupboards must be cleaned with water and detergent	*Daily
Microwave ovens and fridge must be washed with water and detergent	*Daily
Fridges must be defrosted and washed with water and appropriate	*Quarterly
detergent Cutlery and crockery used must be cleaned in the kitchens	*Twice Daily
Empty dust bins	*Twice Daily
Wash bins if necessary and replace plastic inners	*Daily
Table in Hoodesaly and replace places inflore	
Ceramic (01 Foyer)	
<ul> <li>Thoroughly sweep with a broom and clean with a wet mop</li> </ul>	*Daily
<ul> <li>Burnishing floor with the polishing machine and COMOP</li> </ul>	*Weekly
Strip and seal floor	*Quarterly
Carpet (2 passages)	
<ul> <li>Vacuum passages with vacuum cleaner</li> </ul>	
	*Twice weekly
Pick up, clean all waste and dispose of all litter.	*Daily
Glass doors at the entrances and passages must be cleaned with a	*Daily
window cleaner.	*Daily

Clean windows, doors, door knobs and metal work and dust all accessible ledges to height of 2m.	*Daily
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth, e.g. walls, picture frames, glass, handrails/ banisters, directory boards, skirting, including windows seals	*Daily
G.TOILET CLEANING	
Female Bathrooms (7), Male Bathrooms (2), Urinals (2)	
<u>Ceramic</u>	
<ul> <li>Sweep with a dust control mop</li> </ul>	*Twice Daily
Clean with a damp mop	*Twice Daily
Strip and seal	*Quarterly
Washing of walls, doors, mirrors, pipes	*Weekly
Wash hand-wash basins, toilet pans & urinals with suitably diluted disinfectant.	*Daily
H. DEEP CLEANING SERVICES (TOILETS)	
Deep clean toilets using strong detergents	*Quartely
I. WASTE DISPOSAL	
Rubbish bins should be taken to the municipality collection point and	
returned to designated area.	*Daily
Washing of dust bins	*Monthly

# 10.9 SPECIFICATION FOR HYGIENE SERVICES

# Specification for Head Samora Machel building Lower and upper ground

	Quantity (Samora Machel, Lower Ground Units	Quantity (Samora Machel upper ground) Units	Frequency
Description 5	10	12	
Female toilets	13		
Male toilets	07	6	
Urinary [ male toilet]	6	6	
Disabled toilets	1	0	
Description	Quantity (Samora Machel,lower ground	Quantity(Samora Machel upper ground)	Frequency
Air freshener Dispenser	7	6	Once off
Anti Theft Brackets Aqua	7	4	Once off
Auto Janitor Dispenser	8	8	Once off
Auto Sanor Dispenser	19	12	Once off
Wall Mounted Bin	11	6	Once off
Touch Free Foam Soap	11	6	Once off

dispenser			
Mystique Touch-Free Paper Towel Cabinet	8	6	Once off
Foam Seat Sanitizer Dispenser	19	18	Once off
Intima She Bin	13	12	Once off
Intima She Bin cleaning and sanatization	13	12	Weekly
TR3 Toilet Roll Holder	19	18	Once off
Urinal Odorite Disc and Dome	7	6	30 Days
She Packet Dispenser	13	12	Once off
Cleaner Odorite Chemical 5lt	4	4	Sufficient for 30 Days
Foam Soap 5lt	1	1	Sufficient for 30 Days
Mystique Paper Roll	14	14	Sufficient for 30 Days
Foam Surface Sanitiser Refill	19	18	Sufficient for 30 Days
She Packet Refill 50`s	13	12	Sufficient for 30 Days
Air Freshener Pottpourie 5lt	1	1	Sufficient for 30 Days
Deep Clean - Hand Basin	12	12	Quartely
Deep Clean - Kitchen Units	3	3	Quartely
Deep Clean - Toilet	19	18	Quartely
Deep Clean - Urinary	7	6	Quartely

**10.10** Specification for Head Office Rhino building, upper ground left wing ,3rd floor including HOD and MEC'S office

	3 <sup>rd</sup> floor,	Upper Ground	
Discription	MEC & HOD	Left wing	
Female toilets	13	5	
Male toilets	8	3	
Urinary [ male toilet ]	8	6	
Disabled toilet	1	0	
Description			
	Quantity	Quantity	Frequency
Airfreshener Dispenser	Quantity 7	Quantity 2	Frequency 30 days
Airfreshener Dispenser Anti Theft Brackets Aqua	Quantity 7 7	ļ	
	Quantity 7 7 8	2	30 days
Anti Theft Brackets Aqua	7 7	2 2	30 days Once off
Anti Theft Brackets Aqua Auto Janitor Dispenser	7 7 8	2 2 3	30 days Once off Once off

Mystique Touch-Free Paper Towel Cabinet	9	2	Once off
Foam Seat Sanitizer Dispenser	19	8	Once off
Intima She Bin	13	5	Once off
Intima She Bin cleaning and sanatization	13	5	Weekly
TR3 Toilet Roll Holder	19	8	Once off
Urinal Odorite Disc and Dome	7	3	Sufficient for 30 days
She Packet Dispenser	13	5	Once off
Cleaner Odorite Chemical 5lt	4	2	Sufficient for 30 days
Foam Soap 5lt	1	1	Sufficient for 30 days
Mystique Paper Roll	14	7	Sufficient for 30 days
Foam Surface Sanitiser Refill	19	8	Sufficient for 30 days
She Packet Refill 50`s	13	5	Sufficient for 30 days
Air Freshener Pottpourie 5lt	1	1	Sufficient for 30 days
Deep Clean - Hand Basin	12	8	Quarterly
Deep Clean - Kitchen Units	2	1	Quarterly
Deep Clean - Toilet	19	8	Quarterly
Deep Clean - Urinary	9	3	Quarterly

# 10.11 Ehlanzeni office

# Specification for Block2 & 3 Riverside office park

	Units	
Female toilet	9	
Male toilet	8	
Urinary [ male toilet ]	0	
Description	Quantity	Frequency
Air Freshener Dispenser	17	Once off
Anti Theft Brackets Aqua	17	Once off
Auto Sanor Dispenser	17	30 Days
Wall Mounted Bin	17	Once off
Foam Seat Sanitizer Dispenser	17	Once off
Touch Free Foam Soap Dispenser	17	Once off
Mystique Touch-Free Paper Towel Cabinet	17	Once off
Intima She Bin	9	Once off
Intima She Bin cleaning and sanatization	9	Weekly
Foam seat sanitizer	17	Once off
TR 3 Toilet Roll Holder	17	Once off
She Packet Dispenser	9	Once off
Mystique paper roll	17	Sufficient for 30 days

Foam Soap 5lt	2	Sufficient for 30 days
Mystique Paper Roll	17	Sufficient for 30 days
Foam Surface Seat Sanitizer Refill	17	Sufficient for 30 days
She Packet Refill 50`s	9	Sufficient for 30 days
Air Freshener Pottpourie 5lt	1	Sufficient for 30 days
Cleaner Odorite Chemical 5lt	2	Sufficient for 30 days
Deep Clean - Hand Basin	17	Quarterly
Deep Clean - Kitchen Units	8	Quarterly
Deep Clean - Toilet	17	Quarterly

# 10.12 Specification for Witbank Office

	Units	
Female	5	
Male	4	
Urinary	2	
Description	Quantity	Frequency
Air Freshener Dispenser	2	Once off
Anti Theft Bracket Aqua	2	Once off
Mystique Touch-Free Paper Towel Cabinet	2	Once off
Auto Sensor dispenser	9	Once off
Auto Janitor Dispenser	5	Once off
Mystique Paper Roll	9	Sufficient for 30 days
Bin Wall mounted	5	Once off
She Bin Intima White	5	Once off
Intima She Bin cleaning and sanatization	5	Weekly
Foam Seat Sanitizer Dispenser	9	Once off
Foam Surface Seat Sanitizer Refill	9	Sufficient for 30 days
She Packet Dispenser	5	Once off
She Packet Refill 50`s	5	Sufficient for 30 days
TR 3 Toilet Roll Holder	9	Once off
Touch Free Foam Soap Dispenser	9	Once off
Foam Soap 5lt	1	Sufficient for 30 days
Urinal Odorite Disc and Dome	2	Sufficient for 30 days
Cleaner Odorite Chemical 5lt	1	Sufficient for 30 days
Deep Clean Urinary	1	Quarterly
Deep Clean - Hand Basin	9	Quarterly
Deep Clean - Kitchen Units	1	Quarterly
Deep Clean - Toilet	9	Quarterly

# 10.14 Specification Kwa-Mhlanga Office Building 6, Government Complex

	Unit	
Female toilet	2	
Male toilet	2	
Urinary [ male toilet}	2	
Disabled toilet	0	
Description	Quantity	Frequency
Air Freshener Dispenser	2	Once off
Anti Theft Bracket	2	Once off
Bin Wall mounted	2	Once off
Foam Seat Sanitizer Dispenser	4	Once off
Foam Surface Seat Sanitizer Refill	4	Sufficient for 30 days
Mystique Touch-Free Paper Towel Cabinet	2	Once off
Mystique Paper Roll	4	Sufficient for 30 days
She Bin Intima White	2	Once off
Intima She Bin cleaning and sanatization	2	Weekly
Touch Free Foam Soap Dispenser	2	Once off
She Packet Dispenser	2	Once off
TR3 paper holder	4	Once off
She Packet Refill 50`s	1	Sufficient for 30 days
TR 3 Toilet Roll Holder	4	
Foam Soap 5lt	1	Sufficient for 30 days
Auto Janitor Dispenser	2	Once off
Urinal Odorite Disc and Dome	2	Sufficient for 30 days
Cleaner Odorite Chemical 5lt	1	Sufficient for 30 days
Deep Clean Urina	1	Quarterly
Deep Clean - Hand Basin	4	Quarterly
Deep Clean - Kitchen Units	1	Quarterly
Deep Clean - Toilet	4	Quarterly

# 10.15. Specification for Elukwatini Office

		***************************************
Female toilets	2	
Male toilets	2	
Urinary [ Male toilet]	0	
Disabled toilet	0	

Description	Quantity	Frequency
Air Freshener Dispenser	4	Once off
Anti Theft Bracket Aqua	4	Once off
Touch Free Foam Soap Dispenser	4	Once off
Foam Soap 5lt	1	Sufficient for 30 days
Mystique Touch-Free Paper Towel Cabinet	4	Once off
Mystique Paper Roll	4	Sufficient for 30 days
Bin Wall mounted	4	Once off
Foam Seat Sanitizer Dispenser	4	Once off
Foam Surface Seat Sanitizer Refill	4	Sufficient for 30 days
She Bin Intima White	2	Once off
Intima She Bin cleaning and sanatization	2	Weekly
TR3 Toilet paper holder	4	Once off
She pocket Dispenser	2	Once off
She pocket refill 50's	2	Sufficient for 30 days
Air Freshener potpourri	1	Sufficient for 30 days
Cleaner Odorite Chemical 5lt	1	Sufficient for 30 days
Deep Clean - Hand Basin	4	Quarterly
Deep Clean - Kitchen Units	1	Quarterly
Deep Clean - Toilet	4	Quarterly

# 10.16 Specification for Ermelo Office

	Units	
Female toilets	4	
Male toilets	5	
Urinary [ male toilet]	1	
Disabled toilet	1	
Description	Quantity	Frequency
Air Freshener Dispenser	11	Once off
Anti-Theft Bracket Aqua	11	Once off
Auto Janitor Dispenser	10	Once off
Auto Sensor dispenser	5	Once off
Foam Seat Sanitizer Dispenser	11	Once off
Foam Surface Seat Sanitizer Refill	11	30 Days
Touch Free Foam Soap Dispenser	11	Once off
Foam Soap 5lt	2	Sufficient for 30 days
She Bin White	5	Once off
She Bin cleaning and sanatization	5	weekly
She Packet Refill 50`s	5	Sufficient for 30 days
She Packet Dispenser	5	Once off
TR 3 Toilet Roll Holder	11	Once off

Touch-Free Paper Towel Cabinet	11	Once off
Paper Roll	11	Sufficient for 30 days
Bin Wall mounted Aqua	11	Once off
Urinal Odorite Disc and Dome	1	Sufficient for 30 days
Cleaner Odorite Chemical 5lt	1	Sufficient for 30 days
Deep Clean - Hand Basin	11	Quarterly
Deep Clean - Kitchen Units	2	Quarterly
Deep Clean - Toilet	11	Quarterly

# 10.17 Specification for Riverside House

	Units	
Female toilets	4	
Male toilets	3	
Urinary [ male toilet ]	2	
Disabled toilets	2	
Description	Quantity	Frequency
Airfreshener Dispenser	9	Once off
Anti Theft Brackets Aqua	9	Once off
Auto Janitor Dispenser	2	Once off
Auto Sanor Dispenser	9	Once off
Wall Mounted Bin	7	Once off
Touch Free Foam Soap	7	Once off
Mystique Touch-Free Paper Towel Cabinet	9	Once off
Foam Seat Sanitizer Dispenser	9	Once off
Intima She Bin	5	Once off
Intima She Bin cleaning and sanatization	5	Weekly
TR3 Toilet Roll Holder	9	Once off
Urinal Odorite Disc and Dome	2	Sufficient for 30 days
She Packet Dispenser	13	Once off
Cleaner Odorite Chemical 5lt	4	Sufficient for 30 days
Foam Soap 5lt	1	Sufficient for 30 days
Mystique Paper Roll	18	Sufficient for 30 days
Foam Surface Sanitiser Refill	18	Sufficient for 30 days
She Packet Refill 50`s	2	Sufficient for 30 days
Air Freshener Pottpourie 5lt	1	Sufficient for 30 days
Deep Clean - Hand Basin	7	Quarterly
Deep Clean - Kitchen Units	2	Quarterly
Deep Clean - Toilet	9	Quarterly
Deep Clean - Urinary	2	Quarterly

# 10.18 Sonjoy/2010

Female toilets	8	
Male toilets	9	
Urinary [ male toilet]	6	
Disabled toilets	2	
Description	Quantity	Frequency
Air freshener Dispenser	19	Once off
Anti Theft Brackets Aqua	19	Once off
Auto Janitor Dispenser	6	Once off
Auto Sanor Dispenser	19	Once off
Wall Mounted Bin	19	Once off
Touch Free Foam Soap	19	Once off
Mystique Touch-Free Paper Towel Cabinet	8	Once off
Foam Seat Sanitizer Dispenser	24	Once off
Intima She Bin	13	Once off
Intima She Bin cleaning and sanatization		Weekly
TR3 Toilet Roll Holder	24	Once off
Urinal Odorite Disc and Dome	6	Sufficient for 30 days
She Packet Dispenser	13	Once off
Cleaner Odorite Chemical 5lt	2	Sufficient for 30 days
Foam Soap 5lt	1	Sufficient for 30 days
Mystique Paper Roll	24	Sufficient for 30 days
Foam Surface Sanitiser Refill	24	Sufficient for 30 days
She Packet Refill 50`s	1	Sufficient for 30 days
Air Freshener Pottpourie 5lt	1	Sufficient for 30 days
Deep Clean - Hand Basin	19	Quarterly
Deep Clean - Kitchen Units	3	Quarterly
Deep Clean - Toilet	24	Quarterly
Deep Clean - Urina	6	Quarterly

# 10.19 PDMC (Disaster)

Female toilets	16	
Male toilets	10	
Urinary [male toilets]	10	
Disabled toilets	4	
-	Quantity	

Description		
_		Frequency
Air freshener Dispenser	14	Once off
Anti Theft Brackets Aqua	14	Once off
Auto Janitor Dispenser	10	Once off
Auto Sanor Dispenser	30	Once off
Wall Mounted Bin	14	Once off
Touch Free Foam Soap	14	Once off
Mystique Touch-Free Paper Towel Cabinet	13	Once off
Foam Seat Sanitizer Dispenser	30	Once off
Intima She Bin	16	Once off
Intima She Bin cleaning and sanatization	16	Weekly
TR3 Toilet Roll Holder	30	Once off
Urinal Odorite Disc and Dome	10	Sufficient for 30 days
She Packet Dispenser	16	Once off

Quantities are indicative and may change prior to finalization of a service level agreement between DCOG and the appointed service provider.

# 11. Team composition

The following must be submitted for each of the management team members:

- Detailed CV indicating previous experience as well as letters of reference (references must be contactable).
- Management team members must demonstrate adequate experience through the number, types and geographical spread of projects/assignments undertaken. Detailed CVs that clearly indicate experience of all team members must be included in the bid.

#### 11.1 PART E – DETAILED GOODS / SERVICES REQUIRED

### 1. PROVISION OF DAY-TO-DAY CLEANING SERVICES

### Daily cleaning / hygiene services

- Supervisors must have written cleaning and hygiene protocols for their respective building.
- Empty office dustbins once per day.
- Empty bathroom and kitchen bins (including sanitary bins) twice per day.
- Clean bathrooms and kitchens twice per day.
- Refill water flasks, kettles and urns at least once per day.
- Clean and disinfect bathroom sinks, taps, toilets, urinals and door handles twice per day by using a 0.1% chlorine-based solution or similar.
- Disinfect kitchen tops and sinks twice per day by using a 0.1% chlorine-based solution or similar
- Cleaning of floors in passages, lobbies, entrance areas, bathrooms, kitchens.
- Collection from offices and cleaning of staff crockery and cutlery at least three times per day.
- Replacement of bin liners/bags when necessary.

 Remove stains from the bowls, urinals, toilet seat, s-bends, inside flushing rims and undersides of seats.

# Daily/weekly cleaning / hygiene services

- Replenish liquid soap dispensers (liquid soap to be provided by Department)
- Replenish toilet paper and hand towel rolls.
- Replenish all hand wash dispensers.
- Replace urinal sanitiser block (or similar)
- Refill air freshener
- Refill toilet sanitiser dispensers

# Weekly cleaning / hygiene services

- Dust and vacuum all offices and meeting rooms once per week. This included all horizontal surfaces, desks, tables, chairs, tops of picture frames, tops of cupboards etc.
- Clean offices without carpets using an appropriate floor cleaning protocol once a week.
- Clean basement areas and parking once per week.
- Clean staircases once per week.
- Clean exterior and interior of cisterns, pipes and handles thoroughly.
- High pressure/chemical cleaning to remove urine salts, scale and stains from vertical surfaces, sides, cemented and other joints, channels.

# **Supervision and Working Hours**

- Supervisors must have written general cleaning and hygiene protocols for the building.
- Services will be rendered from 06:00 to 15:00 Monday to Friday and supervisors are expected to carry out daily inspections and attend to queries/complaints immediately. However, during periods of national disasters, 3 cleaners/ 1 supervisor will need to be deployed at COGHSTA (1st Floor) on weekends and public holidays.
- Supervisor will be required submit monthly reports.
- Supervisor will be required to sign control charts on daily basis. In case of labour unrest or strike, the service provider must ensure that there are cleaners to render services to the satisfaction of COGHSTA

#### 12. CONTRACT MANAGEMENT

The successful bidder will be required to enter into a service level agreement (SLA) with the Department of Cooperative Governance. The National Treasury General Conditions of Contract (GCC) will form part of the SLA to be concluded between COGHSTA and the successful bidder.

If the parties (the Department and the appointed service provider) are unable to reach agreement on the special conditions of contract (SLA) after a period of 14 calendar days of the date on which the bid award is communicated to the service provider, then the Department reserves the right to cancel the award to the service provider and to appoint another service provider.

### Bidders should note that:

• All information related to this bid, or information provided to the service provider subsequent to the award of this bid, must be treated as confidential and may not be

- disclosed in any way to third parties without the explicit written consent of COGHSTA
- All rights, title and ownership of any Intellectual Property developed by or for the Service Provider or COGHSTA
- independently and outside of execution/production of the deliverables related to this bid and provided during the course of this project ("Background IP") shall remain the sole property of the party providing the Background IP.
- To the extent that the Service Provider utilises any of its Background IP in connection with the Deliverables, such Background IP shall remain the property of the Service Provider and COGHSTA
- shall acquire no right or interest therein. Service Provider shall grant COGHSTA
- a non-exclusive, royalty-free, non-transferable licence to use such Background IP strictly for purposes of making beneficial use of the Deliverables into which such Background IP has been incorporated.
- All Intellectual Property rights in Bespoke Deliverables are or will be vested in and owned by COGHSTA
- unless specifically agreed otherwise in writing. The Service Provider agrees that it shall not, under any circumstances, question or dispute the rights and ownership of COGHSTA in and to the Bespoke Deliverables.
- shall grant the Service Provider a non-exclusive, royalty free, non-transferable licence to use the Bespoke Deliverables for the purpose of performing its obligations under this project.
- The Service Provider may not publish or sell, in whole or in part, any Bespoke Deliverables emanating from this project without the explicit written consent of COGHSTA
- The Copyright of any Bespoke Deliverables shall vest in COGHSTA
- No amendments to the SLA or any variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to writing and signed by both parties.

#### 13. SPECIAL CONDITIONS APPLICABLE TO THIS BID

- a) This bid and all contracts will be subject to the General Conditions of Contract issued by the National Treasury
- b) The Department and appointed Service Provider will sign a Contract of Service upon appointment.
- c) The Service Provider should commence rendering services to the Province and place from the date as agreed with the Department after receiving the letter of appointment and signed the Contract of Service
- d) Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department
- e) The successful Service Provider agrees to keep all records and information of, or related to the proposal confidential and not discloses such records or information to any third party without the prior written consent of the Department
- f) The Department reserves the right to terminate the Contract in the event that there is clear evidence of non-performance and non-compliance with the Contract
- g) The short-listed Service Provider may be required to do a presentation, should the department deemed it necessary to do so
- h) The department reserves a right NOT to appoint any service provider if it deems fit that the bid is non-responsive.
- i) The Department reserves a right to appoint more than one service provider.
- j) The department reserves the right to appoint per specific site.
- k) No bidder will be appointed with a Non-Compliant Tax status

- I) The Department reserves the right to appoint service provider(s) on the agreed negotiated rates.
- m) The Department reserves the right to use the information provided by bidders to engage banks, credit rating agencies and the relevant government institutions to obtain information on credit records, criminal records, pending court cases, etc. Suppliers with proven a history of poor financial/credit management and/or criminal behavior will not be considered.
- n) All Intent pre requisites requirements must be concluded and have valid contract with 30 days of issuance of appointment.

The geographic area which applies to local labour is Mpumalanga Province specific local Municipality Communities within which office is Located.

Compulsory briefing meetings with representatives of the Employer will take place at each of the Offices Indicated Below;

# Briefings schedule

N o	District	Local Municipality	Location	Office Building- COGHSTA	Bid Briefing Date and Time
01	Ehlanzeni	Mbombela	Riverside	Disaster Management Centre	20 October 2025 10H00
02	Ehlanzeni	Mbombela	Riverside	Government Complex Rhino Building	20 October 2025 12H00
03	Ehlanzeni	Mbombela	Riverside	Government Complex Samora Machel	20 October 2025 14H00
04	Ehlanzeni	Mbombela	Riverside	HTL- Sonjoy	21 October 2025 10H00
05	Ehlanzeni	Mbombela	Riverside	Vakasha	21 October 2025 12H00
06	Ehlanzeni	Mbombela	Riverside	Ehlanzeni District Cycad Building	21 October 2025 14H00
07	Gert Sibande	Chief Albert Luthuli	Elukwatini	Elukwatini Stand No.12 B next to Embuleni	22 October 2025 10H00

				Hospital	
08	Gert	Msukaligwa	Ermelo	Ermelo 11 De	22 October 2025
	Sibande			Clerq Street	14H00
09	Nkangala	Thembisile	Kwa	Kwa Mhlanga-	23 October 2025
		Hani	Mhlanga	Government	10H00
				Complex No.6	
				Solomn	
				Mahlangu Drive	
10	Nkangala	Emalahleni	Emalahle	EMalahleni	24 October 2025
			ni	Witbank-	10H00
				Piet	
				Koorenhoof	
				Building	

# BILL OF QUANTITY FOR SAMORA MACHEL BUILDING UPPER AND LOWER GROUND (RIVERSIDE GOVT COMPLEX) PART A

No.	Description	SAMORA MACHEL QUANTITY LOWER GROUND	SAMORA MACHEL QUANTITY UPPER GROUND	Frequency	Rate	Amount
1	Air freshener Dispenser	7	6	Once off		
2	Anti Theft Brackets Aqua	7	4	Once off		
3	Auto Janitor Dispenser	8	8	30 Days		
4	Auto Sanor Dispenser	19	12	Once off		
5	Wall Mounted Bin	11	6	Once off		
6	Touch Free Foam Soap	11	6	Once off		
7	Touch Free Paper Towel Cabinet	8	6	Once Off		
8	Foam Seat Sanitizer Dispenser	19	18	Once off		
9	She Bin	13	12	Once off		
10	She bin cleaning and sanitization	13	12	Weekly		
11	TR3 Toilet Roll Holder	19	18	Once off		
12	Urinal Odorite Disc and Dome	7	6	30 Days		
13	She Packet Dispenser	13	12	Once off		
14	Cleaner Odorite Chemical 5lt	4	4	30 Days		
15	Foam Soap 5lt	1	1	30 Days		
16	Paper Roll	14	14	30 Days		
17	Foam Surface Sanitiser Refill	19	18	30 Days		
18	She Packet Refill 50`s	13	12	30 Days		
19	Air Freshener Pottpourie 5lt	1	1	30 Days		

20	Deep Clean - Hand Basin	12	8	Quartely	
21	Deep Clean - Kitchen Units	2	1	Quartely	
22	Deep Clean - Toilet	19	8	Quartely	
23	Deep Clean - Urinary	9	3	Quartely	
TOTAL		I			
VAT 15 9	%				
YEAR1: I	NET TOTAL YEAR 1				
NET TO	TAL YEAR 2 = YEAR 1 NET TOTAL	PLUS A	NNUAL ESCAI	LATION %	
NET TOT	TAL YEAR 3 = YEAR 2 NET TOTAL				
TOTAL F	HYGIENE SERVICES COST =YEAR 1				

# BILL OF QUANTITY FOR HEAD OFFICE RHINO BLD $3^{RD}$ FLOOR MEC & HOD AND UPPER GROUND LEFT WING (PART B)

No.	Description	3 <sup>RD</sup> FLOOR MEC & HOD	UPPER GROUND LEFT WING	Frequency	Rate	Amount
1	Air freshener Dispenser	7	6	Once off		
2	Anti Theft Brackets Aqua	7	4	Once off		
3	Auto Janitor Dispenser	8	8	30 Days		
4	Auto Sanor Dispenser	19	12	Once off		
5	Wall Mounted Bin	11	6	Once off		
6	Touch Free Foam Soap	11	6	Once off		
7	Touch-Free Paper Towel Cabinet	8	6	Once off		
8	Foam Seat Sanitizer Dispenser	19	18	Once off		
9	She Bin	13	12	Once off		
10	She bin cleaning and sanitization	13	12	weekly		
11	TR3 Toilet Roll Holder	19	18	Once off		
12	Urinal Odorite Disc and Dome	7	6	30 Days		
13	She Packet Dispenser	13	12	Once off		
14	Cleaner Odorite Chemical 5lt	4	4	30 Days		
15	Foam Soap 5lt	1	1	30 Days		
16	Paper Roll	14	14	30 Days		
17	Foam Surface Sanitiser Refill	19	18	30 Days		
18	She Packet Refill 50`s	13	12	30 Days		
19	Air Freshener Pottpourie 5lt	1	1	30 Days		

20	Deep Clean - Hand Basin	12	8	Quartely		
21	Deep Clean - Kitchen Units	2	1	Quartely		
22	Deep Clean - Toilet	19	8	Quartely		
23	Deep Clean - Urinals	9	3	Quartely		
Total						
Vat 1!	5 %					
Year1	: Net Total year1					
Net t	Net total year 2 = year 1 net total plus annual escalation %					
NET T						
тота	TOTAL HYGIENE SERVICES COST =YEAR 1+YEAR 2+YEAR3					

#### RIVERSIDE OFFICE PARK BLOCK 2 & 3 EHALNZENI OFFICE (PART C)

No.	Description	Quantity	Frequency	Rate	Amount
1	Air freshener Dispenser	17	Once off		
			Once off		
2	Anti Theft Brackets Aqua	17			
3	Auto Sanor Dispenser	19	Once off		
4	Wall Mounted Bin	11	Once off		
5	Foam seat sanitizer dispenser	17	Once off		
6	Touch Free Foam soap dispenser	17	Once Off		
7	Touch Free Paper Towel Cabinet	17	Once off		
8	She Bin	9	Once off		
9	She bin cleaning and sanitization	9	weekly		
10	Foam seat sanitizer	17	Once		
11	TR3 Toilet Roll Holder	17	Once off		
12	She Packet Dispenser	9	Once off		
13	Paper Roll	17	30 Days		
14	Foam Soap 5lt	2	30 Days		
15	Paper Roll	17	30 Days		
16	Foam Surface Seat Sanitizer Refill	17	30 Days		
17	She Packet Refill 50`s	9	30 Days		
18	Air Freshener Pottpourie 5lt	1	30 Days		
19	Deep Clean - Hand Basin	17	Quartely		

20	Deep Clean - Kitchen Units	8	Quartely			
21	Deep Clean - Toilet	17	Quartely			
Total						
Vat 15	%				The second secon	
Year1:	Net Total year1					
Net to	tal year 2 = year 1 net total ¡	olus annual	escalation %			
NET TO	TAL YEAR 3 = YEAR 2 NET TO	TION %				
TOTAL	HYGIENE SERVICES COST =Y					

#### WITBANK OFFICE (PART D)

No.	Description	Quantity	Frequency	Rate	Amount
1	Air freshener Dispenser	2	Once off		
2	Anti Theft Brackets Aqua	2	Once off		
3	Touch Free Paper Towel Cabinet	2	Once off		
4	Auto Sensor Dispenser	9	Once off		
5	Auto Janitor Dispenser	5	Once Off		
6	Paper Roll	9	30 Days		
7	Wall Mounted Bin	5	Once off		
8	She Bin white	5	Once off		
9	She bin cleaning and sanitization	5	weekly		
10	Foam Surface Seat sanitizer dispenser	9	Once off		
11	Foam Surface Seat sanitizer Refiil	9	30 Days		
12	She Packet Dispenser	5	Once Off		
13	She Packet Refill 50's	5	30 Days		
14	TR3 Toilet Roll Holder	9	Once off		
15	Touch Free Foam Soap Dispenser	9	Once Off		
16	Foam Soap 5lt	1	30 Days		
17	Urinal Odot=rite disc and dome	2	30 Days		
18	Cleaner Odorite Chemical 5lt	1	30 Days		

19	Deep Clean - Urinals	1	Quartely		
20	Deep Clean – Hand basin	9	Quartely		
21	Deep Clean – Kitchen units	1	Quartely		
22	Deep Clean – Toilet	9	Quarterly		
Total Vat 1	5 %				
Year1	: Net Total year1				
Net t	otal year 2 = year 1 net total ¡	olus ann	ual escalation %		
NET T	OTAL YEAR 3 = YEAR 2 NET TO	TION %			
тота	L HYGIENE SERVICES COST =Y				

#### **KWAMHLANGA OFFICE BUILDING 6, GOVT COMPLEX (PART E)**

No.	Description	Quantity	Frequency	Rate	Amount
				199	
	A. ( )		0 ""		
1	Air freshener Dispenser	2	Once off		
2	Anti Theft Brackets	2	Once off		
3	Wall Mounted Bin	2	Once off		
4	Foam Surface Seat sanitizer dispenser	4	Once off		
5	Foam Surface Seat sanitizer Refiil	4	30 Days		
6	Touch Free Paper Towel Cabinet	2	Once off		
7	Paper Roll	4	30 Days		
8	She Bin white	2	Once off		
9	She bin cleaning and sanitization	2	weekly		
10	Touch Free Soap Dispenser	2	Once off		
11	She Packet Dispenser	2	Once off		
12	TR3 Toilet Paper Holder	4	Once Off		
13	She Packet Refill 50's	1	Once		
14	TR3 Toilet Roll Holder	4	Once off		
15	Foam Soap 5It	1	Once Off		
16	Auto Janitor Dispenser	2	30 Days		
17	Urinal Odotrite disc and dome	2	30 Days		
18	Cleaner Odorite Chemical 5lt	1	30 Days		

19	Deep Clean - Urinals	1	Quartely	
20	Deep Clean – Hand basin	4	Quartely	
21	Deep Clean – Kitchen units	1	Quartely	
22	Deep Clean – Toilet	4	Quarterly	
Total Vat 1	5 %			
Year1	: Net Total year1			
Net t	otal year 2 = year 1 net total p			
NET T	OTAL YEAR 3 = YEAR 2 NET TO			
тота	L HYGIENE SERVICES COST =Y			

#### **ELUKWATINI OFFICE (PART F)**

No.	Description	Quantity	Frequency	Rate	Amount
1	Air Freshener Dispenser	4	Once off		
2	Anti Theft Bracket Aqua	4	Once off		
3	Touch Free Foam Soap Dispenser	4	Once off		
4	Foam Soap 5lt	1	Sufficient for 30 days		
5	Touch-Free Paper Towel Cabinet	4	Once off		
6	Paper Roll	4	Sufficient for 30 days		
7	Bin Wall mounted	4	Once off		
8	Foam Seat Sanitizer Dispenser	4	Once off		
9	Foam Surface Seat Sanitizer Refill	4	Sufficient for 30 days		
10	She Bin Intima White	2	Once off		
11	She Bin cleaning and sanatization	2	Weekly		
12	TR3 Toilet paper holder	4	Once off		
13	She pocket Dispenser	2	Once off		
14	She pocket refill 50's	2	Sufficient for 30 days		
15	Air Freshener potpourri	1	Sufficient for 30 days		
16	Cleaner Odorite Chemical 5lt	1	Sufficient for 30 days		

17	Deep Clean - Hand Basin	4	Quarterly		
18	Deep Clean - Kitchen Units	1	Quarterly		
19	Deep Clean - Toilet	4	Quartely		
Total					
Vat 15	3 %				
Year1:	Net Total year1				
Net to	otal year 2 = year 1 net total p	olus anni	ual escalation %		
NET TO	OTAL YEAR 3 = YEAR 2 NET TO	ION %			
TOTAL	. HYGIENE SERVICES COST= YI				

#### **ERMELO OFFICE (PART G)**

No.	Description	Quantity	Frequency	Rate	Amount
1	Air Freshener Dispenser	11	Once off		
2	Anti-Theft Bracket Aqua	11	Once off		
3	Auto Janitor Dispenser	10	Once off		
4	Auto Sensor dispenser	5	Once off		
5	Foam Seat Sanitizer Dispenser	11	Once off		
6	Foam Surface Seat Sanitizer Refill	11	30 Days		
7	Touch Free Foam Soap Dispenser	11	Once off		
8	Foam Soap 5lt	2	Sufficient for 30 days		
9	She Bin White	5	Once off		
10	She Bin cleaning and sanatization	5	weekly		
11	She Packet Refill 50`s	5	Sufficient for 30 days		
12	She Packet Dispenser	5	Once off		
13	TR 3 Toilet Roll Holder	11	Once off		
14	Touch-Free Paper Towel Cabinet	11	Once off		
15	Paper Roll	11	Sufficient for 30 days		
16	Bin Wall mounted Aqua	11	Once off		
17	Urinal Odorite Disc and Dome	1	Sufficient for 30 days		

18	Cleaner Odorite Chemical	1	Sufficient	
	5lt		for 30 days	
19	Deep Clean - Hand Basin	11	Quarterly	
20	Deep Clean - Kitchen Units	2	Quarterly	
21	Deep Clean - Toilet	11	Quarterly	
Total	0/			
Vat 15	) %			
Year1:	Net Total year1			
Net to	otal year 2 = year 1 net total p	lus annu	al escalation %	
NET TO	OTAL YEAR 3 = YEAR 2 NET TO	TAL PLU	S ANNUAL ESCALATION	%
TOTAL	. HYGIENE SERVICES COST =YE	AR 1+YE	AR 2+YEAR3	

#### RIVERSIDE HOUSE (PART H)

No.	Description	Quantity	Frequency	Rate	Amount
10 mm					
1	Airfreshener Dispenser	9	Once off		
2	Anti Theft Brackets Aqua	9	Once off		
3	Auto Janitor Dispenser	2	Once off		
4	Auto Sanor Dispenser	9	Once off		
5	Wall Mounted Bin	7	Once off		
6	Touch Free Foam Soap	7	Once off		
7	Touch-Free Paper Towel Cabinet	9	Once off		
8	Foam Seat Sanitizer Dispenser	9	Once off		
9	She Bin	5	Once off		
10	She Bin cleaning and sanatization	5	Weekly		
11	TR3 Toilet Roll Holder	9	Once off		
12	Urinal Odorite Disc and Dome	2	Sufficient for 30 days		
13	She Packet Dispenser	13	Once off		
14	Cleaner Odorite Chemical 5lt	4	Sufficient for 30 days		
15	Foam Soap 5lt	1	Sufficient for 30 days		
16	Paper Roll	18	Sufficient for 30 days		
17	Foam Surface Sanitiser Refill	18	Sufficient for 30 days		

18	She Packet Refill 50`s	2	Sufficient		
			for 30 days		
19	Air Freshener Pottpourie	1	Sufficient		
	5lt		for 30 days		
20	Deep Clean - Hand Basin	7	Quarterly		
21	Deep Clean - Kitchen	2	Quarterly		
	Units				
22	Deep Clean - Toilet	9	Quarterly		
23	Deep Clean - UrinaLS	2	Quarterly		
Total					
Vat 1	5 %				
Year1	: Net Total year1				
Net t	otal year 2 = year 1 net total <sub> </sub>	plus ann	ual escalation %		
NET T	OTAL YEAR 3 = YEAR 2 NET TO	OTAL PLI	US ANNUAL ESCALATIO	N %	
TOTA	L HYGIENE SERVICES COST YE	AR =1+YI	EAR 2+YEAR3		

#### SONJOY/2010 (PART I)

No.	Description	Quantity	Frequency	Rate	Amount
1	Airfreshener Dispenser	19	Once off		
2	Anti Theft Brackets Aqua	19	Once off		
3	Auto Janitor Dispenser	6	Once off		
4	Auto Sanor Dispenser	19	Once off		
5	Wall Mounted Bin	19	Once off		
6	Touch Free Foam Soap	19	Once off		
7	Touch-Free Paper Towel Cabinet	8	Once off		
8	Foam Seat Sanitizer Dispenser	24	Once off		
9	She Bin	13	Once off		
10	Bin cleaning and sanatization		Weekly		
11	TR3 Toilet Roll Holder	24	Once off		
12	Urinal Odorite Disc and Dome	6	Sufficient for 30 days		
13	She Packet Dispenser	13	Once off		
14	Cleaner Odorite Chemical 5lt	2	Sufficient for 30 days		
15	Foam Soap 5lt	1	Sufficient for 30 days		
16	Paper Roll	24	Sufficient for 30 days		
17	Foam Surface Sanitiser Refill	24	Sufficient for 30 days		

	CL D L D CH CC		C (C:		
18	She Packet Refill 50`s	1	Sufficient		
			for 30 days		
19	Air Freshener Pottpourie	1	Sufficient		
	5lt		for 30 days		
20	Deep Clean - Hand Basin	19	Quarterly		
21	Deep Clean - Kitchen	3	Quarterly		
	Units				
22	Deep Clean - Toilet	24	Quarterly		
23	Deep Clean - Urinal	6	Quarterly		
Total					
Vat 15	5 %				
Year1	: Net Total year1				valori.
Net t	otal year 2 = year 1 net total ¡	olus anni	ial escalation %		
NET T	OTAL YEAR 3 = YEAR 2 NET TO	OTAL PLU	S ANNUAL ESCALATIO	N %	
TOTA	L HYGIENE SERVICES COST =Y	EAR 1+YE	AR 2+YEAR3		

# PROVINCIAL DISASTER MANAGEMENT CENTRE (PMDC) PART J

No.	Description	Quantity	Frequency	Rate	Amount
		10 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -			
1	Air freshener Dispenser	14	Once off		
2	Anti Theft Brackets Aqua	14	Once off		
3	Auto Janitor Dispenser	10	Once off		
4	Auto Sanor Dispenser	30	Once off		
5	Wall Mounted Bin	14	Once off		
6	Touch Free Foam Soap	14	Once off		
7	Touch-Free Paper Towel Cabinet	13	Once off		
8	Foam Seat Sanitizer Dispenser	30	Once off		
9	She Bin	16	Once off		
10	She Bin cleaning and sanatization	16	Weekly		
11	TR3 Toilet Roll Holder	30	Once off		
12	Urinal Odorite Disc and Dome	10	Sufficient for 30 days		
13	She Packet Dispenser	16	Once off		
Total					
Vat 15	%				
	Net Total year1				
	tal year 2 = year 1 net total p	ilus annual 4	escalation %		
	otal year 2 - year 1 het totar p			ΔΤΙΩΝ %	
IOTAL	HYGIENE SERVICES COST =YE	EAK 1+YEAR	Z+YEAR3		

7	CLEANING SERVICES BILL OF	BILL OF QUANTITY		
DESCRIPTION	BUILDING SIZE	RATE PER MONTH	QUANTITY /MONTH	TOTAL
PROVINCIAL DISASTER MANAGEMENT CENTRE (PMDC) PART (A) Provision of four cleaners (04) and one (01) Supervisor for PMDC	3151.42 m²		12	
SAMORA MACHEL AND RHINO BUILDING (RIVERSIDE GOVERNMENT COMPLEX) PART (B) Provision of four cleaners (06) and one (01) Supervisor	(950+1900) 2850 m²		12	
SONJOY BUILDING LEFT / RIGHT WING AND RIVERSIDE HOUSE OF TRADITIONAL LEADERS PART (C) Provision of four cleaners (05) and one (01) Supervisor	(1676+1052+1184) 3912 m²		12	
GRASS CUTTING- GARDENING SERVICES	1 m²		12	
TOTAL				
VAT 15 %				
YEAR 1: NET TOTAL				
NET TOTAL YEAR 2 = YEAR 1 NET TOTAL PLUS ANNUAL ESCALATION %	%			
NET TOTAL YEAR 3 = YEAR 2 NET TOTAL PLUS ANNUAL ESCALATION %	%			
TOTAL CLEANING SERVICES COST YEAR 1+YEAR 2+YEAR3				

# **BILL OF QUANTITIES**

	SUMMARY FOR HYGIENE AND CLEANING SERVICES	# 1 T
NO.	DESCRIPTION	TOTAL
_	Samora Machel Building Upper and Lower Ground (Riverside Govt Complex) Part A	
2	Head office Bhino Bld 3 <sup>rd</sup> floor Mec & Hod and Upper Ground Left wing (part B)	
က	Riverside Office Park Block 2 & 3 Ehlanzeni Office (Part C)	
4	Witbank Office (Part D)	
2	Kwamhlanga Office Building 6,Govt Complex (Part E)	
9	Elukwatini Office (Part F)	
7	Ermelo Office (Part G)	
<b>&amp;</b>	Riverside House (Part H)	
6	Sonjoy/2010 (Part I)	
10	Provincial Disaster Management Centre (PMDC) Part J	
11	Total for Hygiene and Cleaning Services	
	•	
	•	
	TOTAL TENDERED AMOUNT	





Physical address

# Application for a Tax Clearance Certificate

Purpose																															
Select the applicable o	ption .																					٦	Tend	ders	;		Go	od s	stan	din	9:
If "Good standing",	pleas	e sta	te t	he p	ourp	ose	of	this	ap	pli	cat	ion																			
Particulars of appli	icant																														
Name/Legal name (Initials & Surname or registered name)													\$1.00 miles											1 1 2 1 2 1 2 1 2 1 2 1	; ; ; ; ;						
Trading name (if applicable)		\$					1		1				*																		
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Particulars of tender number					
Estimated Tender amount	R				
Expected duration of the tender	year(s)				
Particulars of the 3	largest contracts previo				
Date started	Date finalised	Principal	Contact person	Telephone number	Amount
Audit					
Are you currently a If "YES" provide de		tigation against you	u/the company?		YES NO
1					
tintropt of ro	nrocontativo/agent (	Dower of Attorne	w)		
• •	presentative/agent ( onfirm that I require a			Tenders or Goodstar	nding.
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3. SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.

furnish, produce or make available any information, documents or things;

(b) without just cause shown by him, refuses or neglects to-

(ii) reply to or answer truly and fully, any questions put to him  $\dots$  As and when required in terms of this Act  $\dots$  shall be guilty of an offence  $\dots$ 

4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

#### **BIDDER'S DISCLOSURE**

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

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

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

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

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

2.2.1	2.2.1 If so, furnish particulars:		
2.3	Does the bidder or any of it members / partners or any pe enterprise have any interest in not they are bidding for this co	rson having a controlling any other related enterpr	interest in the
2.3.1			
3	DECLARATION		
	I, the (name)submitting the accompanying statements that I certify to be t	j bid, do hereby make	the following
3.1 3.2 3.3	I have read and I understand to I understand that the accommodisclosure is found not to be transported at the accommodisclosure is found not to be transported at the accommodisclosure of the second	panying bid will be disque and complete in every companying bid independication, agreement or arranmunication between part	ualified if this respect; ently from, and angement with ners in a joint
3.4	venture or consortium2 will not In addition, there have bee agreements or arrangements we quantity, specifications, prices, used to calculate prices, market submit or not to submit the bid, bid and conditions or delivery put which this bid invitation relates	n no consultations, cor vith any competitor regard including methods, facto et allocation, the intention bidding with the intention particulars of the products	mmunications, ing the quality, rs or formulas or decision to not to win the
3.4	The terms of the accompanyi disclosed by the bidder, directly the date and time of the official contract.	ng bid have not been, ar y or indirectly, to any com	petitor, prior to
3.5	There have been no consulta arrangements made by the b		

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

Signature	Date
Position	Name of hidder

# 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) Either the 90/10 or 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:

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

- 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:

$$Ps = 80\left(1 - rac{Pt - P \, min}{P \, min}
ight)$$
 or  $Ps = 90\left(1 - rac{Pt - P \, min}{P \, min}
ight)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality:Mpumalanga		11		
Province (Attach proof of				
company address or				
lease agreement with				
Municipal Account or				
water and electricity				
Account				
Youth		3		
Women		3		
Persons with Disabilities		3		

#### **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:	

### THE NATIONAL TREASURY

# Republic of South Africa



# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

#### **GOVERNMENT PROCUREMENT**

## GENERAL CONDITIONS OF CONTRACT July 2010

#### **NOTES**

The purpose of this document is to:

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

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

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

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#### **General Conditions of Contract**

#### 1. Definitions

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

#### RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

#### 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

#### 3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

#### 4. Standards

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### 6. Patent rights

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

# 7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

# 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

#### 9. Packing

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

# 10. Delivery and documents

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

#### 11. Insurance

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

#### 12. Transportation

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

# 13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

#### 17. Prices

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

# 18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

#### 20. Subcontracts

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

# 21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

#### 22. Penalties

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

# 23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a
  provisional payment or anti-dumping or countervailing right is
  increased in respect of any dumped or subsidized import, the State is
  not liable for any amount so required or imposed, or for the amount of
  any such increase. When, after the said date, such a provisional
  payment is no longer required or any such anti-dumping or
  countervailing right is abolished, or where the amount of such
  provisional payment or any such right is reduced, any such favourable
  difference shall on demand be paid forthwith by the contractor to the
  State or the State may deduct such amounts from moneys (if any)
  which may otherwise be due to the contractor in regard to supplies or
  services which he delivered or rendered, or is to deliver or render in
  terms of the contract or any other contract or any other amount which

may be due to him

#### 25. Force Majeure

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

# 26. Termination for insolvency

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

# 27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein.
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

# 28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

# 29. Governing language

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

# 30. Applicable law

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

#### 31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

# 32. Taxes and 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 33.1 Industrial Participation (NIP) Programme

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

# 34 Prohibition of Restrictive practices

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

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

Js General Conditions of Contract (revised July 2010)