



**land reform &
rural development**

Department
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



Free State Shared Service Centre, Private Bag X 20803, Bloemfontein, 9300
Enquiries: MR G.G MATSHE Telephone (051) 4004200 Fax: (086) 621 2283

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT:

BID NO : DLRRD-CLEAN-SA-03 (2025/2026)
COMPULSORY BRIEFING SESSION: N/A
CLOSING DATE : 26/01/2026

TIME: 11:00 am
TIME: 11:00 am

APPOINTMENT OF A SERVICE PROVIDER TO RENDER STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT FOR PSSC: FREE STATE OFFICE – BLOEMFONTEIN, 136 SA EAGLE BUILDING FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

BID PROPOSAL RECEIVED AFTER CLOSING DATE AND TIME ARE LATE AND WILL NOT BE ACCEPTED FOR CONSIDERATION.

N.B: SUPPLIERS ARE ADVISED TO REGISTER ON CSD- www.csd.gov.za

Kindly furnish us with proposal for services shown on the attached documents.

1. Attached please find the SBD1, SBD 3.3, SBD 4, SBD 6.1, Terms of reference (ToR), and GCC.
2. If you are a sole agent or sole supplier, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your quotation price may be gauged, this information will be treated as strictly confidential.
3. All the documents accompanying this quotation invitation must be completed in detail where applicable and returned with your quotation.
4. Please make sure that your quotation reaches this office before the closing time.
5. When submitting your quotation, the following information must appear on the sealed envelope:-

(i) Name and address of bidder. (ii) Bid Number (iii) Closing Date.
6. The document is also obtainable from the Department as a hard copy at a cost of R100.00, in 3rd floor Finance Office at the stated address.

This envelope can be placed in the bid/tender box on entrance ground Floor 136 SA Eagle Building, Charlotte Maxeke Street, Bloemfontein 9300.

OR

If posted, place the afore-mentioned envelope in a covering envelope addressed as follows:-

Quotations, Rural Development and Land Reform Bloemfontein Office: Private Bag X 20803 Bloemfontein 9300.

Yours faithfully,

SIGNED

MR.C MAMPA
DEPUTY DIRECTOR: SCM
FREE STATE PROVINCIAL SHARED SERVICE CENTRE
DATE: 03/12/2025

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DLRRD-CLEAN-SA-03 (2025/2026)	CLOSING DATE:	26-JANUARY-2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT FOR PSSC: FREE STATE OFFICE – BLOEMFONTEIN, 136 SA EAGLE BUILDING FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
bid/tender box on entrance ground Floor 136 SA Eagle Building, Charlotte Maxeke Street, Bloemfontein 9300.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Ms Palesa Nhlapo/ Mr Gladman Matshe		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
TELEPHONE NUMBER	0514004200/0734336144		CONTACT PERSON	Ms Keneilwe Kethupilwe	
FACSIMILE NUMBER			TELEPHONE NUMBER	0514004200/071 878 9695	
E-MAIL ADDRESS	palesa.nhlapo@dlrrd.gov.za Gladman.matshe@dlrrd.gov.za		FACSIMILE NUMBER		
			E-MAIL ADDRESS	Keneilwe.kethupilwe@dlrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

DLRRD-CLEAN-SA-03 (2025/2026)**APPOINTMENT OF A SERVICE PROVIDER TO RENDER
STANDARD CLEANING AND HYGIENE SERVICES FOR THE
DEPARTMENT OF LAND REFORM FOR PSSC: FREE STATE
OFFICE – BLOEMFONTEIN, 136 SA EAGLE BUILDING FOR A
PERIOD OF TWENTY-FOUR (24) MONTHS.****PRICING SCHEDULE**
(Cleaning Services)

NAME OF BIDDER: BID NO.: DLRRD-CLEAN-SA-03 (2025/2026)

CLOSING DATE: 26/01/2026

TIME: 11H00

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

TOTAL BID PRICE (INCLUSIVE OF VAT)

R.....

1. CLEANERS

NO.	DESCRIPTION	QTY	WAGE PER PERSON PER MONTH	WAGE PER QUANTITY REQUIRED	CONTRACT DURATION	SUB-TOTAL PRICE
1.	Supervisor	01	R.....	R.....	24 Months	R.....
2.	Cleaners	09	R.....	R.....		R.....
3.	Handy man	02	R.....	R.....		R.....
TOTAL PRICE						R.....

Bid Initials

Bid's Signature.....

Date:.....

Name of Bidder:

APPOINTMENT OF A SERVICE PROVIDER TO RENDER STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF LAND REFORM FOR PSSC: FREE STATE OFFICE – BLOEMFONTEIN, 136 SA EAGLE BUILDING FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

2. SCOPE OF WORK

NO.	ACTIVITIES (AS PER SCOPE OF WORK)	COST PER MONTH	CONTRACT DURATION	SUB-TOTAL PRICE
A.	OFFICES, BOARDROOMS/ MEETING ROOMS	R.....	24 MONTHS	R.....
B.	CARPET CLEANING	R.....		R.....
C.	CLEANING OF ENTRANCES, PASSAGES, COUNTERS, LIFT LOBBY & SKIRTING AREAS	R.....		R.....
D.	WINDOW CLEANING	R.....		R.....
E.	CLEANING OF STAIRCASES (TOTAL OF 13)	R.....		R.....
F.	CLEANING OF STRONG ROOMS (04), STOREROOM (02), SERVER ROOM (1) & CAMERA ROOM (1)	R.....		R.....
G.	TOILET CLEANING	R.....		R.....
H.	KITCHEN	R.....		R.....
I.	CLEANING OF PARKING AREA BASEMENTS (B1 and B2)	R.....		R.....
J.	SANITARY DISPOSAL BINS (SHE –BINS) WOMEN CUBICLES	R.....		R.....
K.	SEAT WIPES	R.....		R.....
L.	HANDWASH LIQUID SOAP AND DISPENSERS	R.....		R.....
M.	HAND PAPER TOWEL AND DISPENSER	R.....		R.....
N.	AUTOMATIC AIR FRESHNER	R.....		R.....
O.	SUPPLY OF PEE MATS	R.....		R.....
P.	SUPPLY OF TWO PLY TOILET PAPER	R.....		R.....
Q.	SUPPLY OF TOILETS PAPER HOLDER	R.....		R.....
S.	RMaintain AUTOMATIC HAND SANITIZER DISPENSERS AND	R.....		R.....

Bid Initials

Bid's Signature.....

Date:.....

Name of Bidder:

APPOINTMENT OF A SERVICE PROVIDER TO RENDER STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF LAND REFORM FOR PSSC: FREE STATE OFFICE – BLOEMFONTEIN, 136 SA EAGLE BUILDING FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

SUB-TOTAL		R.....
VAT		R.....
TOTAL PRICE		R.....

NB: All unit cost must be inclusive of all hidden cost including delivery cost.

SUMMARY

1.	Cleaners (Total Price for all cleaners)	12	24 Months	R.....
2.	Scope of work (Total Price): Inclusive of 15% VAT.	A-S		R.....
TOTAL BID PRICE				R.....

NB: Total bid price must be carried to SBD 1 of the bid document.

Any enquiries regarding bidding procedures may be directed to the –
RURAL DEVELOPMENT AND LAND REFORM
PRIVATE BAG X 20803
BLOEMFONTEIN
9300

Query	Name	Contact Details
Technical	Ms KENEILWE KETHUPILWE	(051) 400 4200 keneilwe.kethupilwe@dlrrd.gov.za
Bid related	Ms PALESA NHLAPO OR Mr GLADMAN MATSHE	(051) 400 4200 073 433 6144 palesa.nhlapo@dlrrdr.gov.za galdman.matshe@dlrrd.gov.za

Bid Initials
Bid's Signature.....
Date:.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State Institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 **DECLARATION**

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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. 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 tender 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;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
 - Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

2.1 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

2.2 To be completed by the organ of state

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

2.3 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.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

2.5 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.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 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.
- 2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:
- 2.10.1 Historically Disadvantaged individuals (HDI):
- **Attach a copy of Identity Document (ID) and company registration document.**
- 2.10.2 Who is female:
- **Attach a copy of Identity Document (ID) and company registration document.**
- 2.10.3 Who has a disability:
- **Attach a certified copy or original doctor's letter confirming the disability.**
- 2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):
- **Attach a copy of Identity Document (ID) and company registration document.**
- 2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.
- 2.12 **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 (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** x 10 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps=80(1-\frac{Pt-Pmin}{Pmin})$$

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 points is allocated for price on the following basis:

80/20

$$Ps=80(1+\frac{Pt-Pmax}{Pmax})$$

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 the table in paragraph 2.12 above 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.

- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.
- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

- 5.1 Will any portion of the contract be sub-contracted?
(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
.....
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. 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]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....



TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER TO RENDER STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT FOR PSSC: FREE STATE OFFICE – BLOEMFONTEIN, 136 SA EAGLE BUILDING FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

1. OBJECTIVES

The objective is to appoint a suitable Service Provider that can render the service of hygiene and standard cleaning of SA Eagle building PSSC- FS: Bloemfontein, for a period of twenty four (24) months.

SECTION A

2. SCOPE OF WORK (SA EAGLE BUILDING)

• Total number of floors	09 (1 st to 9 th Floor)	
• Basements	02 (B1 and B2)	
• Offices	95	
• Number of personnel required	12	
Supervisor	01	
Cleaners	09	
Handy man	02	
• Toilets cubicles (Including disability toilets)	14	Women
	11	Men
• Hand wash basin (Including disability toilets)	21	
• Urinal basins	12	
• Kitchens	07	
• Passages	08	
• Lifts	03	



- Lift lobby 11
- Stair case 13
- Reception areas 02 (3rd & 6th Floor)
- Open area 04 (1st, 2nd, 4th & 5th)
- Server room 01
- Strong rooms 06
- Security surveillance room 01 (addition)
- Boardrooms 02
- Surface to be cleaned approximately 4800 square meters
- Estimated no. of Employees 160
- Visitor + - 30 per day

SECTION B (SA EAGLE BUILDING)

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
A. OFFICES, BOARDROOMS/ MEETING ROOMS	
Cleaning floor according to the type <u>Carpets (Offices and open area)</u> <ul style="list-style-type: none"> • Spot brush and clean carpets • Vacuum thoroughly 	Twice a week and when the need arises
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth	Daily
Dust desks and computers with a damp cloth	Daily
Wipe all telephones with a damp cloth with a suitably diluted disinfectant.	Weekly
Polish all wooden bins, waste paper baskets and wash them with warm water and germs detergents and replace plastic inners	Weekly and when the need arises
Clean picture frames and glass	Daily
Empty dust bins and waste paper baskets	Twice Daily
Wash dust bins with disinfectant cleaner if necessary	Twice Daily
Clean and refill of water coolers	Daily / When need arises



Clean water bottles and drinking glasses with dish washing liquid and refill with fresh water	Daily
Clean material partitions inside offices	Daily
Damp wash vinyl covered furniture	Weekly
Spot clean with marks from walls, door, disinfectant door handles, window handles, paint work and light switches	Daily
Apply liquid metal polish, to brass door handles, window stays and window fasteners	Monthly
B. CARPET CLEANING	
Deep cleaning of carpets and upholstered furniture (Notification should be given a week before)	Once in 6 months
C. CLEANING OF ENTRANCES, PASSAGES, COUNTERS, LIFT LOBBY & SKIRTING AREAS	
Clean floor according to type (tile and carpet) and always put caution wet floor sign	Daily
Thoroughly sweep with a broom and clean with a wet mop	Daily
Burnishing floor with the polishing machine and COMOP	Weekly
Strip and seal floor	Monthly
Pick up, clean all waste receptacles of all litter (At all offices, entrances, Passages and basements)- 11H00 in the morning and 14H30 in the afternoon	Twice a Day
Spot clean all glass doors at the entrances; partition windows, doors, door knobs and metal work and dust all accessible ledges to height of 2m	Daily
D. WINDOW CLEANING	
Clean interior windows face of all windows with a window chemical cleaner and disinfectant	Monthly
Supply of squeaky with telescopic arm which is of good quality and durability	08 Items to be supplied by the service provider

E. CLEANING OF STAIRCASES (TOTAL OF 13)	
<ul style="list-style-type: none"> • Thoroughly sweep with a broom and clean with a wet mop • Burnishing floor with the polishing machine and COMOP • Scrubbing/Strip and seal floor • Dust/wipe down all horizontal/vertical surfaces with a damp cloth e.g. walls, handrails/banisters, directory boards, skirting etc. 	<p>Daily</p> <p>Weekly</p> <p>Monthly</p> <p>Daily</p>
F. CLEANING OF STRONG ROOMS (04), STOREROOM (02), SERVER ROOM (1) & CAMERA ROOM (1)	
<ul style="list-style-type: none"> • These rooms require minimum cleaning and must be cleaned under supervision from the Department. 	Bi-weekly
G. TOILET CLEANING	
Vinyl tiles	
<ul style="list-style-type: none"> • Thoroughly sweep with a broom and clean with a mop • Burnishing floor with the polishing machine and COMOP • Scrubbing/ Strip of polish on the floor 	<p>Daily</p> <p>Weekly</p> <p>Monthly</p>
Deep clean all toilet bowls and urinal basins with cleaning chemical	Weekly
Cleaning of toilets (closet pans, urinals, wash bins and mirror) with toilet cleaning soap and disinfectant stickers. (Service provider should provide brushes for toilet cleaning in each cubicle). A total of 25 brushes	Twice a Day
Supply & replenishment of toilet paper in all toilets (Double ply) Toilet paper must be manufactured from a soft, good quality paper tissue(SABS Approved)	Twice a Day and When required per cubicle
Wipe down all horizontal/vertical surfaces with a damp cloth,doors,mirrors,tap etc.	Daily
Clean hand-wash basins, toilet pans, wall mounted items with suitably diluted disinfectant	Twice Daily
Hand wash liquid dispenser should be mounted (once off / repair when necessary) in all toilets and should be replenished	Weekly and when required



H. KITCHEN	
Vinyl floor <ul style="list-style-type: none"> Thoroughly sweep with a broom and clean with a mop Burnishing floor with the polishing machine and COMOP Scrubbing/Strip of polish on the kitchen 	Daily Weekly Monthly
Kitchen and pause area floor, cupboards and basins must be cleaned with water and detergent (Tile Floor) –	Weekly
chemicals that remove oil from the kitchen basins should be used	Monthly
Microwave ovens must be washed with water and detergent this also include one's in offices	Daily
Kettle in the kitchen & offices should be cleaned	Daily
Fridges must be defrosted, washed with water and detergent this includes one's in offices even outside	Monthly
Empty dust bins	Twice daily
Wash dust bins with disinfectant cleaner if necessary	Twice Daily
Cutlery and crockery used during the meeting must be cleaned	Daily or when required
Collecting and cleaning dishes after morning tea and after lunch from offices (From all officials: lunch boxes, cups, spoons, plates and etc.). Cleaner will not be held liable for any damage or loss of any of the above stated items. 11H30 in the morning and 14H45 in the afternoon.	Twice a day
I. CLEANING OF PARKING AREA : BASEMENTS (B1 and B2)	
<ul style="list-style-type: none"> Sweep and clean with a hard broom Picking of papers and general cleaning of parking area Removal of waste from the building 	Weekly Daily Daily
HYGIENE SERVICES TASK DESCRIPTION	FREQUENCY
J. SANITARY DISPOSAL BINS (SHE –BINS) WOMEN CUBICLES	
<ul style="list-style-type: none"> Supply of She- bins in all ladies toilets Cleaning of bins with disinfectant cleaner and replacement of innerdisposal plastic bags 	14 units (once off) Weekly



<ul style="list-style-type: none"> • Must have self-closing tight fitting lids with trap doors with non-touch opening/closing mechanism • One (1) bin per female cubicle • The size should be (20) litres 	
<ul style="list-style-type: none"> • Sanitary waste must be removed by a qualified service provider not stay within the Departmental premises. • Disinfected bins 	Weekly
K. SEAT WIPES	
Supply and installation of seat wipe dispensers in both female and male toilets	Once off / repair when necessary
Seat wipes must be replaced and maintained (Toilets) Description: Non-woven linen tissue and must contain bactericides and disinfectants	Weekly
Seat wipe dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault	When required
L. HANDWASH LIQUID SOAP AND DISPENSERS	
Supply and installation (repair when necessary) of hand wash liquid soap dispenser (Toilets) Hand wash liquid must be replenished (Toilets) <ul style="list-style-type: none"> • Hand wash liquid soap must be drip free and not harsh/irritable to the skin, non-ammoniated (Toilets) • Soap Dispensers must have a reliable, user friendly pump mechanism • Soap dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault 	Once off /when required Daily and when required

M. HAND PAPER TOWEL AND DISPENSER	
Supply and installation (repair when necessary) of hand paper towel dispenser	Daily
<ul style="list-style-type: none"> Hand towel dispenser to be placed in female and male toilets and must be replenished 	
N. AUTOMATIC AIR FRESHNER	
Automatic Air freshener must be supply installed/refilled in all toilets, maintained and must spray at intervals of 15 minutes	Weekly and when required
<ul style="list-style-type: none"> Automatic air freshener dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. 	
O. SUPPLY OF PEE MATS	
<ul style="list-style-type: none"> Pee mats to be supplied and maintainance 	Weekly
P. SUPPLY OF TWO PLY TOILET PAPER	
	16 Bales monthly
<ul style="list-style-type: none"> Supply & replenish ment of toilet paper in all toilets (double ply) Toilet paper must be manufactured from a soft, good quality paer tissue (SABS Approved) twice a day and when required per cubicle. 	Twice a Day and When required per cubicle
Q. SUPPLY OF TOILETS PAPER HOLDER	
	25 (ONCE OFF)
<ul style="list-style-type: none"> toilet paper holder that holds two toilet papers inside (repair when necessary) 	
R. MAINTAIN AUTOMATIC HAND SANITIZER DISPENSERS AND	
REPLANISH SANITIZER FOR 9 FLOORS FOR THE DURATION OF CONTRACT PERIOD	DAILY

NB:

- In the event where the Department relocates to another building/ office space, the department reserve the rights to request the service provider to amend the total Bid price in terms of the square meters of the new building that the Department relocated to.



- All toilet roll holders and soap dispensers should be lockable to prevent theft. There should be controlled by the supervisors of service provider.
- The Service Provider must install all no touch SHE bins, automatic air freshener units, soap dispensers & hand towel dispensers with costs included in the monthly payments.
- Service provider should provide toilet brushes for toilet cleaning in each cubicle in the building on all floors including disabilities.
- All dispenser batteries must be of high quality and durability should be inspected regularly and replaced accordingly.
- Upon termination of the contract the Service Provider must remove such equipment from the premises without causing any damages to the property.
- The service provider will be held liable for any damages and payment may be withheld.
- All chemicals and material to be supplied should be SABS approved
- Service provider must have a minimum of 05 Vacuum Machines in the building

3. MANDATORY REQUIREMENTS

NB: Failure to submit the following requirements with the proposal will disqualify the bidder's proposal:

- Compensation for Occupational Injuries Disease Act. 1993 [COIDA]: Provide valid letter of good standing obtainable from the Department of Labour with the industry classification in the cleaning service or Letter for tender purposes indicating the reference or bid number with the correct description of this service will also be accepted with the industry classification in the cleaning service
- Proof of existing Public Liability Insurance for at least R3 000 000.00 from a registered Financial Service Provider (FSP) or Proof of BID from registered insurers registered with an FSP will also be accepted
- Sanitary waste removal management- Proof of BID from registered sanitary waste removal management entities or any other form of agreement or written arrangement for sanitary waste management indicating the reference number or Bid number of this project.

- Compliance with all Tax Clearance requirements: Attach Valid Tax Clearance Certificate/ Compliance Tax Status Pin, Central Supplier Database Number, where consortium/joint ventures/ sub-contractor are involved, each party to the association must submit separate Tax Clearance requirements.
- Original, Company resolution on a company letter head authorizing a particular person to sign the bid document, even if the company owner is a sole owner, resolution should be completed and signed, the signature of the person authorized to sign the document should also be reflected on the resolution with all Directors concerned having signed the resolution.
- Bidders must indicate cleaners' wages in the pricing schedule (SBD 3.3- SECTION- A). The wages of the cleaners should not be less than the minimum wage rates as prescribed by the Department of Labour. (Compliance to wage labour rates & Basic Condition of Employment as per the Department of Labour's regulation. (Only the wage adjustments will be accepted based on a sectoral wage determination formula)
- All items in the pricing schedule SBD 3.3 should be priced for (A to R) SECTION B: SCOPE OF WORK for monthly services and for the duration of the contract and indicate the total price over a period.

4. EVALUATION CRITERIA

4.1 Second Stage- Evaluation on Functionality

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

The applicable values that will be utilized when scoring each criteria ranges from: **1-5**

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Company experience in cleaning industry (completion of 6 months or more)	No experience attached or provided or provided less than 6 months projects or 1-2 projects.	Managed/ attached 3 projects with completion of 6 months or more in the cleaning industry	Managed/ attached 4 Projects with completion of 6 months or more in	Managed/ attached 5 Projects with completion of 6 months or more in the cleaning industry	Managed/ attached 6 OR More Projects with completion of 6 months or more in cleaning industry



			the cleaning industry		
Supervisor experience in the cleaning industry	No experience in the C.V of the supervisor	01 year experience of the supervisor in the cleaning industry	02 years of experience of the supervisor in the cleaning industry	03 years of experience of the supervisor in the cleaning industry	04 or more years' experience of the supervisor in the cleaning industry
Training and skills development plan, Bidder's Protective clothing and proposed methodology (payment of employees salary in time)	Panel members will use their discretion based on the information provided. The more constructive information the higher the points.				



EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. ABILITY AND CAPABILITY	<ul style="list-style-type: none"> Company experience: experience of the firm in a cleaning industry (proof of the current or previous reference letter under the client-company letter head that confirms that the firm is managing or has previously managed 6 months projects or more) 	30	
	<ul style="list-style-type: none"> Project team to be utilized in the execution of the contract in a cleaning industry) – please attach personnel Supervisor CV relating to service, with experience in the industry. 	10	
	<ul style="list-style-type: none"> Training and skills development plan (Please attach a detailed plan/ programme that the personnel will receive at the start of work and during the duration/ period of the contract). 	10	
	<ul style="list-style-type: none"> Bidder's Protective clothing in line with the Occupational Health Safety Act (attach pictures of related protective clothing and provide explanation of how cleaners will perform duties in line with OHS using such equipment and protective clothing) 	10	60
2. METHODOLOGY	<ul style="list-style-type: none"> Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan, payment of employees salary in time). 	40	40
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100			100

4.2 The Bids that fail to achieve a minimum of **60** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the third stage (Preference Points System).



4.3 Third Stage - Evaluation in terms of 80/20 Preference Points System

Calculating of points for Designated groups.

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 the table below as may be supported by proof/ documentation stated in the conditions of this tender:**

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 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of - an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or any other invitation for tender, that either the 80/20 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 80/20 preference point system.

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

(Note to organs of state: Where the 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 (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

5. TERMS AND CONDITIONS OF CONTRACT

5.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DLRRD Supply Chain Management general contract conditions.

5.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this BID will result in disqualifications.

5.3 In cases where company, partnership or close corporation commences business for the first time or either don't have capital; the following particulars must be furnished:

Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g. buying material and equipment

5.4 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that



cleaning and hygiene material are available at all time and that it should be replaced as required.

- 5.5 The Service Provider must arrange the insurance policy with a reputable insurance company OR submit documentary proof/ letter of intent. Premiums must be paid monthly after the award for the duration of the project failure to comply the Department will reserve the right to pay the premiums and to deduct such payments from money owed by the contractor. The contractor should ensure that all equipment is installed, failure will result in deduction from amount to be paid.
- 5.6 All Acts and Regulations relating to cleaning and hygiene services must be adhered to by the Service Provider. All equipment and cleaning material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.
- 5.7 The Department reserves the right to conduct tests and analyses on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SABS.
- 5.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 5.9 Proof of BIDs or any other documents is required for Public Liability Insurance and Sanitary waste removal for bidding process, however proof of registration or contract/ agreement must be submitted by the successful bidder within the period of seven days after the award. The department reserves the right to cancel the contract if these required documents aren't not submitted within the specified time.



- 5.10 Proof of registration or Letter for tender purposes or letter of good standing for UIF and COIDA is required for bidding process. However proof of registration must be submitted by the successful bidder within the period of seven days after the award. The department reserves the right to cancel the contract if these required documents aren't not submitted within the specified time.
- 5.11 Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 5.12 Should the service provider not comply with any of the conditions contained in this terms of reference during the contract period the DLRRD may cancel the contract within one month notice.
- 5.13 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 5.14 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 5.15 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- 5.16 Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.

- 5.17 In case where the Department decides to move to another office or close some of the offices information will be communicated prior and the Service Provider will need to make provision.

SECTION B

6. FORMAT AND SUBMISSION OF BIDS

- 6.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered.
- 6.2 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to mandatory requirements.
- 6.3 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 6.4 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended or withdrawn after its date of submission.
- 6.5 DLRRD is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and DRDLR may reject any bid. DLRRD reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the RFP.
- 6.6 DLRRD may, for any reason and at any time during the selection process, request any Bidder to supply further information and/or documentation. The appointment of the successful Bidder is subject to the conclusion of Service Level Agreement (SLA) and signing of contract between DLRRD and the successful Bidder governing all rights and obligations related to the required services. The SLA shall be prepared by DLRRD to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by DLRRD (whether arising from the specifications of the successful bidder's proposal or otherwise).
- 6.7 After careful consideration and thorough examination of the proposals, DLRRD shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements. The lowest price (management fee) offered will not necessarily be a decisive factor in choosing between Proposals.



- 6.8 Bidders which have not been selected shall be informed accordingly in writing and through publication of the successful bidder in the same media that was used to advertise the bid.

7. COMPULSORY INFORMATION/ BRIEFING SESSION

NONE

8. HEALTH AND SAFETY

The DRDLR may appoint Health and Safety Inspector to verify the standard and quality of product utilised for general health and safety issues. The service provider will have to cooperate with the health inspector. (The Department must supply an inspector for quality check, and inform SCM of any changes the service provider will have to implement)

9. SUB-CONTRACTING

The successful bidder is expected to inform the department of the sub-contracting arrangements and access to the sub-contracted entities for purposes of quality, compliance check, security and tax issues.

10. SECURITY AND CONFIDENTIALITY OF INFORMATION

The successful Bidders must undertake to disclose information relating to the contract only in terms of the SLA and only to the parties stipulated in the SLA, both during the contract period and subsequently. Information may only be disclosed to outside sources with the prior, written approval from the DLRRD. The service provider will also be subjected to a security screening once appointment is done/ finalised. Cleaners with criminal records or offences such as theft, murder, rape and other serious offences will not be allowed to work in the Departmental premises.

11. TERMS AND CONDITIONS OF THE PROPOSAL

- 11.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DLRRD Supply Chain Management general contract conditions.
- 11.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this BID will result in disqualifications.
- 11.3 In cases where company, partnership or close corporation commences business for the first time or either don't have capital; the following particulars must be furnished:
- Full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g. buying material and equipment
- 11.4 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning and hygiene material are available at all time and that it should be replaced as required.
- 11.5 The Service Provider **must** arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/ letter of intent within **30 days** after the award. Premiums must be paid monthly after the award for the duration of the project failure to comply the Department will reserve the right to pay the premiums and to deduct such payments from money owed by the contractor.
- 11.6 All Acts and Regulations relating to cleaning and hygiene services must be adhered to by the Service Provider. All equipment and cleaning material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.



- 11.7 The Department reserves the right to conduct tests and analyses on the cleaning and hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to SABS.
- 11.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 11.9 Proof of BIDs or any other documents is required for Public Liability Insurance and Sanitary waste removal for bidding process, however proof of registration or contract/ agreement **must** be submitted by the successful bidder within the period of **seven days** after the award. The department reserves the right to cancel the contract if these required documents aren't not submitted within the specified time.
- 11.10 Letter for tender purposes **or** letter of good standing indicating bid number UIF and COIDA is required for bidding process. However proof of registration **must** be submitted by the successful bidder within the period of **seven days** after the award. The department reserves the right to cancel the contract if these required documents aren't not submitted within the specified time.
- 11.11 Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 11.12 Should the service provider not comply with any of the conditions contained in this term of reference during the contract period the DRDLR may cancel the contract within one month notice.
- 11.13 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.



11.14 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.

11.15 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.

11.16 Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.

11.17 In case where the Department decides to move to another office or close some of the offices information will be communicated prior and the Service Provider will need to make provision.

11.18 The department reserves the right not to award the contract or award the contract as a whole to one service provider, or to various service providers

11.19 The Department of Rural Development and Land Reform shall:

- Conduct business in a courteous and professional manner with the Service Provider.
- Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
- The DRDLR and Service Provider will enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification will also form part of the service level agreement.

11.20 At the time of appointment or before commencement of the contract, the service provider must provide a health and safety plan to the Departmental OHS through SCM to form part of the service level agreement.



11.21 Payments or salaries of employees should be in line with the approved sectoral determination approved by the Department of labour, and all employee salaries should be paid by the end of each month before invoices are paid, and proof such salary payments should be forwarded as POE for payment of invoices (This should be done on a monthly basis, and the condition shall be binding to the contract and non compliance will lead to termination of the contract)

11.22 ***As part of the conditions to the contract, the appointed or saucerful bidder should note or take into consideration that: there will be quarterly meetings between the Department and the service provider for supplier performance assessment, monitoring, under contract management and administration that will be requested by the Department through its Supply Chain Management Office. The service provider will ensure that the meetings are attended, either by the company Director or its representatives, through formal appointment for the purpose of these meetings. The meeting should be attended live by the company Director or its delegated representative.***

Note that attendance to these meetings is compulsory to both parties to the agreement and non-attendance or response to invites initiated by the Department will be regarded as non-compliance and will result in supplier being regarded as non-performing resulting in conditions stated in the General Conditions of Contract for non-performance being implemented.

Such matters on non-compliance will be referred to the department legal services for advice and should be deemed and accepted that indeed the supplier has not complied to any of the stated conditions in respect of this Bid and governing legislation/s and regulations governing Supply Chain Management, such contract may be terminated by the department in writing. Notice for termination or intending to terminate will be issued by the Department within a reasonable time frame.



12. REQUEST FOR FUTHER INFORMATION

All enquiries regarding the bid may be directed to the following:

Technical Enquiries:

Ms. Keneilwe Kethupilwe

Tel: 051 400 4200

Cell: 071 878 9695

Email: Keneilwe.kethupilwe@dlrrd.gov.za

For supply chain management enquiries, please contact:

MS. Palesa Nhlapo

Te: 051 400 4200

Cell: 073 433 6144

Email: palesa.nhlapo@dlrrd.gov.za

OR

Mr. Gladman Matshe

Tel: (051) 400 4200

Email: Gladman.matshe@dlrrd.gov.za

13. Publication

E-tender and departmental website

14. Advert Period

21 calendar days

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

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.

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

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