



**transport**

Department:  
Transport  
REPUBLIC OF SOUTH AFRICA

<b>BID NUMBER:</b>	<b>DOT/16/2025/CS</b>
<b>DESCRIPTION:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS</b>
<b>CLOSING DATE:</b>	<b>25 MARCH 2026</b>
<b>CLOSING TIME:</b>	<b>11:00 AM</b>
<b>COMPULSORY BRIEFING SESSION:</b>	<b>11 MARCH 2026 AT 10:30AM INDABA BOARDROOM</b>
<b>VALIDITY PERIOD:</b>	<b>120 DAYS</b>

## INFORMATION TO BIDDERS

### 1. CONTENTS OF THE BIDDER PACK

Tender Pack Doc	Title	Type	Purpose
1	Information to Bidders	PDF	For Information
2	Bidder Checklist	MS Word	<ul style="list-style-type: none"> <li>• To be printed, filled in full and signed.</li> <li>• Technical Envelope.</li> </ul>
3	Terms of Reference	PDF	<ul style="list-style-type: none"> <li>• Functionality Requirements</li> </ul>
4	SBD 1 – Invitation to bid	PDF	<ul style="list-style-type: none"> <li>• To be printed, filled in full and signed.</li> <li>• Technical Envelope.</li> </ul>
5	<ul style="list-style-type: none"> <li>• SBD 2 – Tax clearance certificate requirements.</li> <li>• CSD report/ SARS pin number/MAAA registration number.</li> <li>• ID copies</li> </ul>	PDF	<ul style="list-style-type: none"> <li>• Tax Clearance Certificate to be submitted for screening purposes.</li> <li>• Provide CSD number and SARS pin</li> <li>• ID copies of shareholder/s or Directors of the company to be submitted for screening purposes</li> <li>• Technical Envelope.</li> </ul>
6	SBD 4 – Bidder's Disclosure	PDF	<ul style="list-style-type: none"> <li>• To be printed, filled in full and signed.</li> <li>• Technical Envelope</li> </ul>
7	General Conditions of Contract	PDF	<ul style="list-style-type: none"> <li>• To be printed, filled in full and signed.</li> <li>• Technical Envelope</li> </ul>
8	SBD 3.3 pricing schedules must be submitted before or on the closing date of the bid in sealed envelopes and clearly marked as pricing schedule/Financial proposal.	PDF	<ul style="list-style-type: none"> <li>• Information requirement for compliance</li> <li>• To be printed, filled in full and signed.</li> <li>• Financial Envelope.</li> </ul>
9	SBD 6.1 Preferential Claim Form in terms of Preferential Procurement Regulation (PPR) 2022, if applicable	PDF	<ul style="list-style-type: none"> <li>• To be printed, filled in full and signed.</li> <li>• Technical Envelope</li> </ul>

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

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

#### 2.1 COMPLETION AND FORMAT OF BID PROPOSALS

- a. Bidders are advised that, in order to facilitate for an efficient evaluation process, the bid should be as prescribed, concise and written in plain English.
- b. Bids should be clearly indexed with supporting documents clearly marked. It is recommended that bidders follow the TOR, specifically evaluation criteria and deliverables as a guide for compilation/sequence of the proposal information.

#### 2.2 CLARIFICATIONS

- a. Requests for clarification must be made in writing by e-mail to [MkhariT@dot.gov.za](mailto:MkhariT@dot.gov.za), [NyawoN@dot.gov.za](mailto:NyawoN@dot.gov.za), [NdlungwaneL@dot.gov.za](mailto:NdlungwaneL@dot.gov.za) and [Leharil@dot.gov.za](mailto:Leharil@dot.gov.za)
- b. Requests for clarification shall be accepted by the DOT up until 06 February 2026

- c. The submission bid number [DOT/16/2025/CS] should be included in the subject line of the email.
- d. No telephonic requests for clarification shall be entertained.
- e. The clarifications shall be made available to all bidders by a notification on the etender website, and in cases of a compulsory briefing sessions, to all attendees.

### **3. EVALUATION PROCESS**

The evaluation process comprises of the following stages:

#### **3.1 STAGE 1: Mandatory and Administrative compliance process**

- a. Bidders must submit all Standard Bidding Documents (SBD), as outlined in the TOR. The SBD forms must be completed in full and duly signed where required including Central Supplier Database (CSD) number/report for verification of tax compliance status.
- b. For bids that include mandatory requirements as listed in the Terms of Reference, non-compliance will lead to disqualification.

#### **3.2 STAGE 2: Functionality evaluation - Desktop**

- a. Bids shall be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference (TOR).
- b. Bidders must, as part of their bid documents, submit supportive documentation for all functionality requirements as indicated hereunder. The committee will verify all documents submitted on time by the bidders.
- c. Bidders need not rate themselves but to ensure that all information is submitted as required.

#### **3.3 STAGE 3: Preferential Procurement Regulation (PPR), 2022**

The applicable formula (80/20) will be utilised to award the bid, of which eighty (80) points are allocated for price as allocated in the enclosed form SBD 6.1. that must be completed, and the remaining twenty (20) points are allocated for the specific goals as indicated in the TOR.

### **4. SCORING METHODOLOGY**

- 4.1 Individual value scores of BEC members shall be consolidated to obtain the marks scored for all elements. These scores shall be added and averaged according to the number of BEC members. Only bidders that have met or exceeded the minimum threshold as specified above will be considered for further evaluation (PPR 2022).

### **5. MANDATORY REQUIREMENTS**

NB: Failure to comply with this bid requirements as stated in the attached Terms of Reference (TOR) will be disqualified.

**6. TAX CLEARANCE CERTIFICATE**

- 6.1 Bidder's tax matters must be compliant at the time of award.
- 6.2 In case where a bidder's tax matters are non-compliant a bidder will be given seven (7) days to remedy the tax matters. Failure to remedy this may invalidate the bid.

**7. VALUE ADDED TAX**

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

**8. CLIENT BASE**

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

**9. LEGAL IMPLICATIONS**

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

**10. COMMUNICATION**

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

**11. COUNTER CONDITIONS**

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

## **12. PROHIBITION OF RESTRICTIVE PRACTICES**

- 12.1 In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:
- a. directly or indirectly fixing a purchase or selling price or any other trading condition;
  - b. dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
  - c. collusive bidding.
- 12.2 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

## **13. FRONTING**

- 13.1 The DOT supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DOT condemns any form of fronting.
- 13.2 The DOT, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

## **14. TIMEFRAMES AND FORMAL CONTRACT**

Successful bidder(s) will be required to enter formal contract with the DOT.

## **15. PACKAGING OF THE SUBMISSION**

The bidder shall place both the sealed Technical/ Functionality Proposal and Price Schedule (3.3)/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as indicated below:

**ENVELOPE NO.1: FUNCTIONALITY PROPOSAL**

<b>BID DESCRIPTION:</b>	
<b>BID No:</b>	
<b>Submission closing date:</b>	
<b>Submission closing time:</b>	
<b>Name of bidder:</b>	
<b>Contact number of bidder:</b>	
<b>Address of bidder:</b>	

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

<b>BID DESCRIPTION:</b>	
<b>BID No:</b>	
<b>Submission closing date:</b>	
<b>Submission closing time:</b>	
<b>Name of bidder:</b>	
<b>Contact number of bidder:</b>	
<b>Address of bidder:</b>	

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

**16. CONTACT DETAILS**

Physical address: Forum building, 159 Struben Street, Pretoria

National Department of Transport

Private Bag X193, Pretoria, 0001

For any enquiries, email: [MkhariT@dot.gov.za](mailto:MkhariT@dot.gov.za) [NyawoN@dot.gov.za](mailto:NyawoN@dot.gov.za) [NdlungwaneL@dot.gov.za](mailto:NdlungwaneL@dot.gov.za) and [Leharil@dot.gov.za](mailto:Leharil@dot.gov.za)

**ANNEXURE A**

**TECHNICAL  
PROPOSAL**

**CHECKLIST:DOT/16/2025/CS: APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOT/16/2025/CS	CLOSING DATE:	25/03/2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NATIONAL DEPARTMENT OF TRANSPORT 159 FORUM BUILDING CORNER BOSMAN AND STRUBEN STREET					
PRIVATE BAG X 193					
PRETORIA 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR TYRON MKHARI / MS N NYAWO		CONTACT PERSON	MS ITUMELENG LEHARI	
TELEPHONE NUMBER	012 309-3011/3291		TELEPHONE NUMBER	012 309 3832	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MkhariT@dot.gov.za/NyawoN@dot.gov.za		E-MAIL ADDRESS	Leharil@dot.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....



**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT 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**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P min}}{\mathbf{P min}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution)		8		
Women		4		
Youth		4		
People with disabilities		2		
Implementation of RDP goals (The promotion of SMMEs)		2		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



**transport**

Department:  
Transport  
REPUBLIC OF SOUTH AFRICA



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

**DOT/16/2025/CS**

To be attached by bid office during publishing

**CONTACT DETAILS**

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## Table of Contents

1	BACKGROUND.....	3
2	RESPONSIBILITIES OF THE PARTIES.....	3
2.1	RESPONSIBILITIES OF THE SERVICE PROVIDER.....	3
2.2	RESPONSIBILITIES OF THE DEPARTMENT.....	5
3	SCOPE OF WORK.....	5
3.1	Cleaning & Specialised Sanitary Care.....	5
4	SERVICES AREAS.....	6
4.1	AREAS.....	6
4.2	Frequency of the professional cleaning per area required is:.....	9
4.3	The service must be comprehensive and has to include provision of the following facilities:.....	12
5	GENERAL.....	14
5.1	DRESS CODE.....	14
5.2	EQUIPMENT.....	15
5.3	SERVICE STANDARD.....	16
5.4	CLEANING MATERIAL.....	16
6	SECURITY.....	16
6.1	SCREENING.....	16
6.2	THEFT AND LOSSES.....	17
7	LABOUR RELATION MATTERS.....	17
8	ACCESS CONTROL / IDENTIFICATION.....	18
9	REPORTING AND MEETINGS.....	18
9.1	DAILY MEETINGS.....	18
9.2	MONTHLY MEETINGS.....	19
9.3	REPORTS.....	19
10	BREACH, PENALTIES AND TERMINATION.....	20
10.1	General Principle.....	20
10.2	Material Breaches.....	20
10.3	Notice of Breach and Remedy Period.....	21
10.4	Immediate Termination (No Remedy Period Required).....	22
10.5	Penalties.....	22
10.6	Termination by the Service Provider.....	23

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

10.7	Force Majeure .....	23
10.8	Additional Rights .....	23
11	SERVICE LEVEL AGREEMENT.....	23
12	PAYMENT.....	24
12.1	Invoice. ....	24
12.2	Payment Information. ....	24
12.3	Credit Notes.....	24
12.4	Pricing Schedule and Cost Breakdown .....	25
13	EVALUATION.....	25
13.1	STAGE 1: MANDATORY REQUIREMENTS: GENERAL.....	25
13.2	MANDATORY REQUIREMENTS AND DISQUALIFICATION: COMPLIANCE .....	26
13.3	MANDATORY REQUIREMENTS AND DISQUALIFICATION: ADMINISTRATIVE .....	27
13.4	STAGE 2: FUNCTIONAL EVALUATION CRITERIA.....	29
13.5	DETAILED CRITERIA FOR STAGE 2a: TECHNICAL/DESKTOP EVALUATION .....	29
13.6	STAGE 3: EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM.....	32
13.7	PREFERENCE POINTS SCORECARD IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS. ....	32
13.8	The following also applies: .....	33
13.9	Consortium / Joint Venture .....	34
14	ANNEXURES.....	35

## 1 BACKGROUND

- 1.1 The purpose of these Terms of Reference (ToR) is to appoint a service provider to render comprehensive professional cleaning services for a period of three (3) years, commencing March 2026. According to Section 8 (1) of the occupational Health and Safety Act, 1993 (Act no. 85 of 1993), as amended, the Department is legally obliged to ensure a clean, hygienic work environment for the Employees, and requires the service provider to provide a comprehensive professional cleaning services that would meet this obligation.
- 1.2 The Department of Transport leases office space within Forum Building, 159 Struben Street, Pretoria.
- 1.3 Currently, the Department occupies the Mezzanine, Ground Floor, and First (1st) to sixth (6th) Floors of Forum Building, entrance and reception, lifts, staircases/ stair rails conference venues as well as the passageways, kitchens and ablution facilities. The service provider is required to tender per square meter for the required services for the floors within the Forum building, the service provider must work on the staff complement of 800 employees.
- 1.4 Bidders to take note that there is a possibility that the Department may relocate to a different building during the contract period from that mentioned in 2.2. The approximate size of the building will be 22919.32m<sup>2</sup>.

## 2 RESPONSIBILITIES OF THE PARTIES

### 2.1 RESPONSIBILITIES OF THE SERVICE PROVIDER

The service provider shall:

- 2.1.1 Provide the cleaning services as detailed in the scope of service;
- 2.1.2 Ensure that the cleaning staff, materials, and equipment as described on this Terms of Reference are of a safe, good and acceptable quality for rendering the service.

- 2.1.3 Ensure that the cleaning services must be made available from Monday to Fridays, from 06:00 to 15:00 & 07:00 to 16:00, excluding public holidays. However, certain services must be required outside of these hours. The arrangement for these services must be made on an ad hoc basis and the Departmental representatives must ensure access to the building.
- 2.1.4 Be required to comply with the Department's security and emergency procedures & regulations, as well as Occupational Health & Safety (OHS) Act as Amended
- 2.1.5 Designated change rooms for both males and females are indicated and are to be followed as specified.
- 2.1.6 A designated kitchen is available for use in the allocated area
- 2.1.7 Designated space for cleaning equipment, consumables, chemicals and machinery is indicated and to be strictly stored in the areas.
- 2.1.8 Ensure that due care is taken regarding safety of the employees and visitors whilst performing their tasks.
- 2.1.9 Maintain and keep the cleaning equipment in good order and to ensure that it complies with the relevant safety standards.
- 2.1.10 Ensure that staff deployed within the forum building portray a conduct and comply with reasonable conditions of employment (behaviour and attitude), that is conducive for an office working environment, such as eating at designated area, not making loud noise along public areas, etc.
- 2.1.11 Comply with the requirements of the provided checklist to be used for the monitoring of the service rendered.
- 2.1.12 The work must be executed to maintain the Department's premises, in a clean and tidy condition at all times. The cleaning of electrical plugs is excluded in this Terms of Reference.
- 2.1.13 The cleaners to ensure that they open toilet rolls before refilling them in the dispenser.

## 2.2 RESPONSIBILITIES OF THE DEPARTMENT

The Department shall:

- 2.2.1 Assign a representative from the Directorate: Travel & Facilities Management who must be responsible for the management and monitoring of the cleaning service contract.
- 2.2.2 Provide adequate and safe storage facilities for the successful service provider's equipment and materials brought to the site, and the Department must not be liable for any damage, theft and or loss of the service providers' product and equipment.
- 2.2.3 Provide the necessary water and electricity facilities.
- 2.2.4 Be responsible for coordinating ad hoc services as and when required.
- 2.2.5 Provide the service provider with a conducive, designated area for meetings, change rooms, and lockers.

## 3 SCOPE OF WORK

### 3.1 Cleaning & Specialised Sanitary Care

3.1.1 The Department of Transport would require the service provider to clean offices from Mezzanine, Ground Floor, and First (1<sup>st</sup>) to sixth (6<sup>th</sup>) Floors of Forum Building, entrance and reception, lifts, staircases/stair rails conference venues as well as the passage ways, kitchens and ablution facilities in the vicinity of the entrances / exits, the parking area, and the garages.

#### 3.1.2 Space (Office)

FLOOR	SIZE
GROUND FLOOR	2870.10 m <sup>2</sup>
MEZZANINE	1962.60 m <sup>2</sup>
1 <sup>ST</sup> FLOOR	4924.50 m <sup>2</sup>
2 <sup>ND</sup> FLOOR	4947.20 m <sup>2</sup>
3 <sup>RD</sup> FLOOR	4939.30 m <sup>2</sup>

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

<b>FLOOR</b>	<b>SIZE</b>
4 <sup>TH</sup> FLOOR	4938.20 m <sup>2</sup>
5 <sup>TH</sup> FLOOR	4939.00 m <sup>2</sup>
6 <sup>TH</sup> FLOOR	489.40 m <sup>2</sup>
<b>TOTAL</b>	<b>30010.3 m<sup>2</sup></b>

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

3.1.4 The service provider is required to clean the strong and store rooms as and when necessary.

3.1.5 A mechanism to monitor the service standards on a daily basis must be implemented.

## **4 SERVICES AREAS**

### **4.1 AREAS**

The Department of Transport occupies the Mezzanine, Ground Floor, and 1st – 6<sup>th</sup> Floors of Forum Building, the conference venues as well as the former Procon Fisher offices and the previous Transport Museum area and facilities within Forum Building. The cleaning services is required in the following areas; entrances and reception area, lifts, staircases, offices, corridors, toilets and kitchens.

#### **4.1.1 Toilets\_(See annexure “A” for a detailed breakdown of ablutions facilities)**

<b>TOILETS</b>					
<b>FEMALE</b>		<b>MALE</b>		<b>DISABLED</b>	
Floors	QTY	Floors	QTY	Floors	QTY
Ground	3 (11)	Ground	3 (7)	Ground	1
Reception	1	Reception	1	Reception	1
Control Room	1				

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

<b>TOILETS</b>					
<b>FEMALE</b>		<b>MALE</b>		<b>DISABLED</b>	
M – Floor	4 (7)	M – Floor	1 (1)	M – Floor	
1 <sup>st</sup> Floor	2 (3)	1 <sup>st</sup> Floor	5 (5)	1 <sup>st</sup> Floor	2
2 <sup>nd</sup> Floor	4 (9)	2 <sup>nd</sup> Floor	2 (4)	2 <sup>nd</sup> Floor	1
3 <sup>rd</sup> Floor	3 (6)	3 <sup>rd</sup> Floor	4 (6)	3 <sup>rd</sup> Floor	0
4 <sup>th</sup> Floor	5 (10)	4 <sup>th</sup> Floor	2 (4)	4 <sup>th</sup> Floor	
Ministry	1		1		
Minister's Office	1				
DM's Office				1	
DG's Office					1
5 <sup>th</sup> Floor	3 (10)	5 <sup>th</sup> Floor	5 (7)	5 <sup>th</sup> Floor	1
6 <sup>th</sup> Floor	2 (2)	6 <sup>th</sup> Floor	1 (1)	6 <sup>th</sup> Floor	0

**4.1.2 All Entrances**

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

**4.1.3 Carpeted Floors**

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

**4.1.4 Uncarpeted Floors**

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

**4.1.5 Waste Basket and Dust Bins**

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

#### **4.1.6 Furniture and Equipment**

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

#### **4.1.7 Telephones**

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

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

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

#### **4.1.9 Doors**

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

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

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

#### **4.1.11 Libraries**

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

#### **4.1.12 Stairs**

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

#### **4.1.13 Lifts**

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

**4.1.14 Windows**

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

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

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

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

**4.2.1 Floor Maintenance**

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



#### 4.2.2 Dusting

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

#### 4.2.3 Waste Management and Disposal

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

#### 4.2.4 Wall and Paint Work

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

#### 4.2.5 Glass and metal work

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

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

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

**4.2.7 Staircases**

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

**4.2.8 Fumigation**

Task	Frequency
Fumigating the entire building & common areas	Quarterly

**4.2.9 Miscellaneous**

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

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

**4.3.1 Toilet Roll Holders**

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

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

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

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

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

#### 4.3.4 Sanitary/ She Bins

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

#### 4.3.5 Air fresheners

Items & Requirement Objective
<b>Automated Air Fresheners (Supply 1 Air Freshener unit per restroom) release every 10min</b>
Provide the most powerful Automated Air Freshening system available (Preferable Size 83 x 88 x 230mm, uses a 250ml or 320ml aerosol refill)
Indicate particulars
Electro fresh / Time fresh
Neutralise bacteria
Hygienic odour free environment
Time released aerosol system
Precision Sprays

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

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

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

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

**5 GENERAL**

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

**5.1 DRESS CODE**

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

5.1.2 The service provider must provide all personnel working under this contract with personnel protective clothing (Gloves, overalls workwear / aprons and safety footwear



per SANS 10400 and OHS Act requirements) which clearly state the name of the Service Provider.

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

## 5.2 EQUIPMENT

- 5.2.1 The service provider must use wet & dry industrial vacuum cleaners which are water filtered and less noisy (minimum of 10 industrial vacuum cleaners).
- 5.2.2 The service provider must provide noise-cancelling ear muffs (are to be used during vacuuming / in user of noisy machinery)
- 5.2.3 The service provider must use industrial steam and dry carpet machine for deep cleansing of carpets (8 industrial machines).
- 5.2.4 The service provider must fit in batteries (Requires 4 x Size "D" batteries per dispenser), in the automated paper hand towel dispensers (mounted on the wall). These dispensers are available in all ablution facilities within the Department.
- 5.2.5 The service provider should ensure that, all the equipment which require to be fitted on the tiled walls can be removed easily without damaging the tiles & / walls.
- 5.2.6 The service provider should include colour-copied photos of the all equipment that must be used within the Forum building, this equipment is subject to the Departments physical verification once they are appointed.
- 5.2.7 All the equipment to be used must be in good working condition and functional at all times.
- 5.2.8 All Acts and Regulations relating to cleaning and hygiene services and equipment must be adhered to by the Service Provider. All equipment and material must comply with South African National Standards (SANS) and Occupational Health and Safety Act and regulations and must be of high quality.

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

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

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

### **5.3 SERVICE STANDARD**

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

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

### **5.4 CLEANING MATERIAL**

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

## **6 SECURITY**

### **6.1 SCREENING**

6.1.1 The company and its employees will be subjected to DoT security vetting and/or screening process

## 6.2 THEFT AND LOSSES

- 6.2.1 The service provider must be held liable for any theft of assets belonging to the Department and its employees as well as breakage caused by the service provider's employees.
- 6.2.2 Where applicable, the service provider must immediately comply with the Department's request and the service provider must not be entitled (as a result of such request) to claim any possible damages or loss from the Department.

## 7 LABOUR RELATION MATTERS

- 7.1 The Department must be entitled to point out any employee of the service provider who, in the opinion of the Department, is a safety, health or security risk. The service provider must then not make use of such a person to fulfil his/her obligation under this contract anymore. The Department must not be involved in labour related disputes or supervision. The service provider must supply and document proper supervision and set up complaints' mechanisms.
- 7.2 Service Provider must ensure that the Department is informed immediately but no longer that 12 hours of any removal and replacement of personnel for security reasons.
- 7.3 The Service Provider remains solely responsible for all employer obligations, including payment of wages, statutory deductions, benefits, supervision, discipline, and compliance with all labour legislation. The Department must not, under any circumstances, be drawn into labour disputes between the Service Provider and its employees.
- 7.4 The Service Provider must ensure that all employees assigned to the Department are paid in full and on time, in accordance with applicable labour laws, sectoral determinations, and the Service Provider's contractual obligations.
- 7.5 **Failure to pay staff, delayed payment, partial payment, or any conduct that results in labour unrest, go-slows, absenteeism, or service disruption will constitute a material breach of contract.**

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

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

## **8 ACCESS CONTROL / IDENTIFICATION**

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

8.1.1 Name of Firm (Service provider)

8.1.2 Name of Employee

8.1.3 ID photo

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

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

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

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

## **9 REPORTING AND MEETINGS**

### **9.1 DAILY MEETINGS**

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

## 9.2 MONTHLY MEETINGS

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

## 9.3 REPORTS

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

- a. Absenteeism / relief staff
- b. Labour Relations matters
- c. In case where a Supervisor/s are replaced, provide the same qualifications indicated (under Evaluation Criteria)
- d. Proof of payment of staff (salaries / bonuses): Bank advices evidencing payment to each employee
- e. Detailed payroll schedule showing each employee's name, position, hours worked, gross pay, deductions, and net pay.
- f. Signed acknowledgement of receipt of salary by each employee (or electronic equivalent).
- g. Proof of payment of statutory obligations, including PAYE, UIF, COIDA, and Provident Fund contributions.
- h. Declaration by the Service Provider confirming that all employees assigned to the Department have been paid in full and on time for the reporting period.
- i. Incident report on any labour-related complaints, threats of industrial action, or grievances raised by employees, including how the Service Provider resolved them.
- j. Proof of payment Unemployment Insurance Fund (UIF) or SARS statement confirming UIF contributions



- k. Provident Fund
- l. Public Liability Insurance

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

## 10 BREACH, PENALTIES AND TERMINATION

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

### 10.1 General Principle

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

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

### 10.2 Material Breaches

The following constitute material breaches of this Contract:

#### 10.2.1 Operational and Service Delivery Failures

- a. Failure to meet service levels, timeframes, or standards as defined in the TOR, SLA or Project Plan.
- b. Failure to supply the required consumables, equipment, or personnel.
- c. Failure to provide full services, resulting in additional cost to the Department or non-compliance with Health & Safety standards.



- d. Unsatisfactory progress or poor quality of work, in the Department's opinion, despite engagement with the Supervisor and/or Service Provider.
- e. Abandonment of services or failure to perform duties for any reason.

#### **10.2.2 Legal, Ethical and Compliance Failures**

- a. Fraudulent, corrupt, or dishonest conduct in bidding for or executing the Contract.
- b. Judicial execution or insolvency of the Service Provider or its directors.
- c. Failure to comply with applicable laws, including labour, tax, environmental, and health and safety legislation.
- d. Failure to maintain confidentiality as required under this TOR.
- e. Deliberate submission of false or misleading information.

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

- a. Failure to pay employee salaries, wages, benefits, UIF, PAYE or provident fund contributions timeously and in full.
- b. Any labour-related conduct that results in absenteeism, go-slows, unrest, or service disruption.
- c. Failure to provide proof of payment or statutory compliance when requested.
- d. Non-payment of workers is a material breach and may result in accelerated remedy periods or immediate termination.

#### **10.2.4 Capacity and Continuity Failures**

- a. Incapacity of the owner, director, or key personnel where such incapacity adversely affects service delivery.
- b. Cessation of business operations.

### **10.3 Notice of Breach and Remedy Period**

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

- 10.3.2 The Department shall issue a written notice of breach;
- 10.3.3 The Service Provider shall have fourteen (14) calendar days to remedy the breach;
- 10.3.4 If the breach is not remedied within the notice period, the Department may terminate the Contract with immediate effect.
- 10.3.5 For labour-related breaches (non-payment of workers), the Department may require remedy within 48 hours due to the direct impact on service continuity.

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

- 10.4.1 The Department may terminate the Contract with immediate effect where:
- 10.4.2 Fraud, corruption, or misrepresentation has occurred;
- 10.4.3 The Service Provider becomes insolvent or ceases trading;
- 10.4.4 The Service Provider gives notice of inability to sign or execute the Contract;
- 10.4.5 There is a material legal defect that renders the Contract invalid;
- 10.4.6 The Service Provider has abandoned its obligations;
- 10.4.7 Repeated failure to meet service levels despite prior notices;
- 10.4.8 Labour unrest caused by non-payment of workers results in service disruption.
- 10.4.9 These grounds mirror the Rules of Bidding clause 16.2.

**10.5 Penalties**

- 10.5.1 The Department may impose penalties for:
- 10.5.2 Failure to meet service levels;
- 10.5.3 Failure to provide required personnel or consumables;
- 10.5.4 Labour-related disruptions caused by the Service Provider;
- 10.5.5 Any breach that results in additional cost to the Department.



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

## **10.6 Termination by the Service Provider**

The Service Provider may terminate the Contract where:

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

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

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

## **10.7 Force Majeure**

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

## **10.8 Additional Rights**

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

10.8.1 Claim damages;

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

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

## **11 SERVICE LEVEL AGREEMENT**

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



## **12 PAYMENT**

### **12.1 Invoice.**

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

### **12.2 Payment Information.**

12.2.1 An invoice only becomes due and payable:

- a. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment.
- b. When the invoice is correct with regard to calculations, information contained (Invoice number and date, Name of the service provider and Address and amount), banking details and supporting documents.
- c. Compliance with the original quoted and contracted price.

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

12.2.3 Non-compliance will delay the payment process

### **12.3 Credit Notes**

Credit notes must reflect the following minimum information:

12.3.1 Credit note number and date

12.3.2 Name of service provider and address

12.3.3 Original invoice number and date

12.3.4 Amount credited and any deductions due to service



## 12.4 Pricing Schedule and Cost Breakdown

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

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

12.4.2 The Total quoted price must include 15% VAT.

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

## 13 EVALUATION

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

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

**Stage 1:** Screening of mandatory documents

**Stage 2:** Functionality / Technical Mandatory requirements

**Stage 3:** Price and B-BBEE evaluation

### 13.1 STAGE 1: MANDATORY REQUIREMENTS: GENERAL

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

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

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

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

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

## 13.2 MANDATORY REQUIREMENTS AND DISQUALIFICATION: COMPLIANCE

### OUTRIGHT DISQUALIFICATION

#### **Non-compliance with 2 envelopes.**

The DOT follows a two-envelope system in which the technical proposal is separate from the pricing proposal. Unsealed/Accessible pricing info at onset of process, is deemed non-compliant.

Envelopes not clearly marked as Technical and Financial

Financials/Costing disclosed in technical proposal

#### **All SBD's not submitted**

The DOT cannot continue to evaluate a proposal without the submission of the required forms. Omission of all forms is deemed non-compliant. Omission of some may be deemed administrative.

#### **Non-responsive proposal**

When no proposal is submitted to evaluate (e.g. only SBD documents submitted for bid evaluated on functionality)

#### **Late bid**

A bid submitted after the closing date and time.

#### **Non-attendance of compulsory briefing session (if applicable)**



### 13.3 MANDATORY REQUIREMENTS AND DISQUALIFICATION: ADMINISTRATIVE

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

Nr	Question	Components	Response (Y/N)	Substantiate /Indicate in RFP Response
1	Valid certification registration with South African Pest Control Association (SAPCA) or Valid National Certificate in Pest Control from a registered Pest Control Operator (PCO)	<ul style="list-style-type: none"> <li>Annual membership certificate issued by SAPCA OR</li> <li>Proof of registration as a Fumigation Specialist with DALRRD</li> </ul>		
2	Valid Professional Cleaning Association Membership	Membership certificate issued by one or more of the following: <ul style="list-style-type: none"> <li>National Contract Cleaners Association (NCCA)</li> <li>Cleaning Association of South Africa (CASA)</li> <li>Black Economic Empowerment Cleaning Association (BEECA)</li> <li>Professional Body for Environmental Hygiene (PBEH)</li> </ul>		
3	Valid Waste Management Licence (where applicable)	<ul style="list-style-type: none"> <li>Waste Management Licence issued under the National Environmental Management: Waste Act OR</li> <li>Licence issued by the relevant Licensing Authority for sanitary waste disposal</li> </ul>		
4	Valid Company Registration Certificate or Disclosure Certificate	Provide proof of company registration certificate with the Companies and Intellectual Property Commission (CIPC)		

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

Nr	Question	Components	Response (Y/N)	Substantiate /Indicate in RFP Response
5	Public Liability Insurance	<ul style="list-style-type: none"> <li>• Proof of valid Public Liability Insurance covering claims, loss, damage, or costs arising from contract execution.</li> <li>• Insurance must remain valid for the full contract period.</li> <li>• Proof of monthly premium payments after</li> </ul>		
	COIDA Compliance (Letter of Good Standing)	<ul style="list-style-type: none"> <li>• Valid Letter of Good Standing issued by the Compensation Commissioner (COIDA Act 130 of 1993).</li> <li>• Must cover all employees and subcontractors.</li> <li>• Must remain valid for the duration of the Contract.</li> </ul>		
	Performance Guarantee	<ul style="list-style-type: none"> <li>• Bank-issued, irrevocable performance guarantee equal to 10% of the annual contract value.</li> <li>• Valid for the full contract period plus 60 days for warranty and financial adjustments.</li> </ul>		
	OHS Act Compliance	<p>Confirmation that the Contractor will comply with the Occupational Health and Safety Act, including:</p> <ul style="list-style-type: none"> <li>• Copy of the OHS Act available on request;</li> <li>• At least one competent First Aider where 10+ employees are deployed;</li> <li>• Additional First Aider for every 50 employees or part thereof;</li> <li>• A fully stocked First Aid Box where more than 5 employees are deployed.</li> </ul>		



**13.4 STAGE 2: FUNCTIONAL EVALUATION CRITERIA**

- 13.4.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders shall, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 13.4.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- 13.4.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.
- 13.4.4 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.
- 13.4.5 The Bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the Presentation of proposed project plan.



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

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

NR	SCORING CRITERION	WEIGHT	GUIDELINE FOR CRITERIA	SCORING
1	<p><b>Company Experience</b></p> <p>The Bidders must provide at least 5 contactable client references where similar services have been completed and can be verified.</p> <p>The References must be presented in a form of written signed letter on an official letterhead.</p> <p>Letter/s of appointment will not be treated as reference letters</p>	10	<ul style="list-style-type: none"> <li>Experience of the company in cleaning and hygiene industry. (Reference letter/ testimonials from client-company with client logo, signature, and date of the company to which the bidder is managing or has previously managed, training manual/s &amp; dummy statements must be attached). The letter must not be older than 24 months in either Private or Public Sector, with at least one of 10 000 m<sup>2</sup> or bigger building</li> <li>NB: The content of the reference letters/testimonials must indicate the type of services rendered and the period of the project as well as the magnitude of the project.</li> <li>Contracts, Service Level Agreements, Appointment Letters and Purchase Orders will not be considered as proof of experience.</li> </ul>	<p><b>Company Track record:</b></p> <p>0= No reference letter.</p> <p>2= 1 reference letters with a similar project conducted and completed</p> <p>4= 2 reference letters with a similar project conducted and completed</p> <p>6 = 3 reference letters with similar projects conducted and completed.</p> <p>8 = 4 reference letters with similar projects conducted and completed.</p> <p>10= 5 and above reference letters with similar projects conducted and completed.</p>



INITIAL: PROJECT MANAGER/CHAIRPERSON:BSC

INITIAL: SERVICE PROVIDER

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TWO (2) YEARS.

NR	SCORING CRITERION	WEIGHT	GUIDELINE FOR CRITERIA	SCORING
2	<p><b>COMPOSITION OF THE TEAM</b> and confirmation that the Team members have demonstrated skills and competency in the required areas of the Scope of Work: Bidders must provide CVs with copies of qualifications.</p>	15	<ul style="list-style-type: none"> <li>Site Manager/ Supervisors to be utilized in the execution of the contract please attach personnel CVs entailing skills, training and experience in cleaning and hygiene (Minimum of 3 supervisors with minimum of Matric/N3, above 5 years' experience as a supervisor).</li> <li>Copies of qualifications and written confirmation of availability for this project to be attached. Copies not older than six months.</li> </ul>	<p><b>Average Individual/Team Member years of relevant working experience as per CV:</b></p> <p><b>0=</b> No relevant experience.</p> <p><b>5=</b>Less than 2 years relevant experience.</p> <p><b>10=</b> 2 or more, but less than 4 years relevant experience.</p> <p><b>15=</b> 4 or more, but less than 6 years relevant experience.</p> <p><b>20=</b> 5 or more, but less than 9 years relevant experience.</p>
3	<p><b>Availability of relevant equipment and resources to complete the project</b></p>	20	<p>Supplier must submit the list of all equipment/ resources and materials to be provided to execute the project, including Equipment Maintenance Plan</p>	<p><b>0 =</b> No certificate and equipment maintenance plan submitted</p> <p><b>5=</b> submitted only the list of resources and material to be provided with equipment maintenance plan</p> <p><b>10=</b> submitted confirmation letter for SABS approval standard equipment and material, including equipment maintenance plan</p> <p><b>15=</b> submitted confirmation letter for SABS approval and list of all resources and material to be provided to execute the project including equipment maintenance plan.</p> <p><b>20 =</b> Comprehensive reports: attached certificate for Professional Cleaning Association and confirmation letter for SABS approved standards, equipment and material and submitted the list of all resources and material to be provided to execute the project including equipment maintenance plan</p>

BL

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TWO (2) YEARS.

NR	SCORING CRITERION	WEIGHT	GUIDELINE FOR CRITERIA	SCORING
4	<p><b>Methodology:</b> (Detailed proposed methodology of how the project will be executed that covers the proposed scope of work, proposed work schedule, proposed time frames etc)</p>	40	<p>Submit clearly defined project execution plan Clearly indicate milestones / timeframes for each task to be completed Comprehensive methodologies in line with the Professional Cleaning Services</p>	<p>0= No plans attached. 10= Plan not addressing requirements: proposal only responding partially to the scope of work. 20= Proposal plan covering the scope, indicating time frames and resources. 30= Plan clearly defined project execution plan, covering the scope and clearly indicating time frames and resources allocated 40= Comprehensive proposal with clear project execution, covering the entire scope of work, and clear deliverables, including timeframes, key tasks, sub-tasks, indicating resources with project duration and clear completion date.</p>
5	<p><b>Risk Management Plan and business continuity plan</b></p>	15	<p>Submit Comprehensive Risk Management Plan and Business Continuity Plan with clear execution, covering the entire scope of work.</p>	<p>0=No Risk Management Plan and business continuity provided or irrelevant plan. 5=Standard Risk Management Plan and business continuity 10=Comprehensive Risk Management Plan and business continuity with clear execution, covering the entire scope of including timeframes, key tasks, sub-tasks, indicating resources and risk mitigating strategies.</p>
	<b>TOTAL</b>	<b>100</b>		
	<b>THRESHOLD</b>	<b>70</b>		

**13.6 STAGE 3: EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM**

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

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

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

The following table will be utilised in evaluating preference:

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

**13.8 The following also applies:**

- 13.8.1 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 13.8.2 Bidders are required to complete the preference claim form (SBD 6.1), and submit the required supporting documents at the closing date and time of the bid in order to claim the points indicated in the TOR. The points scored by a bidder in respect of preference will be added to the points scored for price.
- 13.8.3 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted the required supporting documents together with the bid will be considered for preference points.
- 13.8.4 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated score card, with detailed points claimed by each partner, and supporting documents for every separate tender. See further detail in 5.10.
- 13.8.5 Failure on the part of the bidder to comply with paragraphs 5.7(a) to (d) will be deemed that preference points are not claimed and will therefore be allocated a zero (0).
- 13.8.6 The Department of Transport may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- 13.8.7 The points scored will be rounded off to the nearest 2 decimals.
- 13.8.8 In the event that two or more bids have scored equal total points, the award will be done in terms of the Preferential Procurement Regulations 2022, *Section 8: Criteria for breaking deadlock in scoring*.
- 13.8.9 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

**13.9 Consortium / Joint Venture**

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

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

*Bl.*

**14 ANNEXURES**

14.1 ANNEXURE A – RULES OF BIDDING

14.2 ANNEXURE B – PRICING SCHEDULE FORMAT

14.3 ANNEXURE C –SLA

14.4 ANNEXURE D – SUMMARY OF COMPANY AND TEAM EXPERIENCE TEMPLATE

  
END OF DOCUMENT



## ANNEXURE "C"

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

### TOILETS LIST & LOCATIONS

MIDDLE WEST WING TOILETS/OPPOSITE LIFTS	MIDDLE EAST WING OPPOSITE LIFTS
<ol style="list-style-type: none"> <li>1. 1<sup>st</sup> floor ladies toilet= 1+1 disable</li> <li>2. 2<sup>nd</sup> floor gents=3+2urinal pan</li> <li>3. 3<sup>rd</sup> floor ladies=3</li> <li>4. 4<sup>th</sup> floor gents=3+2urinal pan</li> <li>5. 5<sup>th</sup> floor ladies=3</li> <li>6. 6<sup>th</sup> floor gents=1+ 1 urinal pan</li> </ol> <p><b>Total= 6</b></p>	<p>Middle East wing toilets/opposite lifts</p> <ol style="list-style-type: none"> <li>1. 1<sup>st</sup> floor gents =1+2 urinal pan</li> <li>2. 2<sup>nd</sup> floor ladies=3</li> <li>3. 3<sup>rd</sup> floor gents=3+2 urinal pan</li> <li>4. 4<sup>th</sup> floor ladies=3</li> <li>5. 5<sup>th</sup> floor male=3+2 urinal pan</li> <li>6. 6<sup>th</sup> floor female= 2</li> </ol> <p><b>Total= 6</b></p>

MIDDLE WEST WING STAIRCASES TOILETS	MIDDLE EAST WING STAIRCASES TOILETS
<ol style="list-style-type: none"> <li>1. Between Ground ladies &amp; mezzanine floor ladies= 2</li> <li>2. Between Mezzanine &amp; 1<sup>st</sup> floor Gents =1+2 urinal pan</li> <li>3. Between 1<sup>st</sup> and 2<sup>nd</sup> floor ladies=2</li> <li>4. Between 2<sup>nd</sup> &amp; 3<sup>rd</sup> floor gents=1+2 urinal pan</li> <li>5. Between 3<sup>rd</sup> and 4<sup>th</sup> floor ladies=2</li> <li>6. Between 4<sup>th</sup> and 5<sup>th</sup> floor gents=1+2 urinal pan</li> </ol> <p><b>Total= 6 toilets</b></p>	<ol style="list-style-type: none"> <li>1. Between Ground ladies &amp; mezzanine floor ladies=2</li> <li>2. Between mezzanine &amp; 1<sup>st</sup> floor gents=1+2 urinal pa</li> <li>3. Between 1<sup>st</sup> and 2<sup>nd</sup> floor ladies=2</li> <li>4. Between 2<sup>nd</sup> &amp; 3<sup>rd</sup> floor gents=1+2 urinal pan</li> <li>5. Between 3<sup>rd</sup> and 4<sup>th</sup> floor ladies=2</li> <li>6. Between 4<sup>th</sup> and 5<sup>th</sup> floor gents=1+2 urinal pan</li> </ol> <p><b>Total= 6</b></p>

FAR WEST WING STAIRCASES TOILETS	FAR EAST WING TOILETS
<ol style="list-style-type: none"> <li>1. Between Ground ladies &amp; mezzanine floor ladies=2</li> <li>2. Between Mezzanine &amp; 1<sup>st</sup> floor Gents=1+2 urinal pan</li> <li>3. Between 1<sup>st</sup> and 2<sup>nd</sup> floor ladies=2</li> <li>4. Between 2<sup>nd</sup> &amp; 3<sup>rd</sup> floor gents=1+2 urinal pan</li> <li>5. Between 3<sup>rd</sup> and 4<sup>th</sup> floor ladies=2</li> <li>6. Between 4<sup>th</sup> and 5<sup>th</sup> floor gents=1+2 urinal pan</li> </ol>	<ol style="list-style-type: none"> <li>1. Between ground &amp; mezzanine floor gents=1=2 urinal pan</li> <li>2. Between Mezzanine &amp; 1<sup>st</sup> floor ladies=2</li> <li>3. 1<sup>st</sup> floor gents=1</li> <li>4. Between 1<sup>st</sup> and 2<sup>nd</sup> floor gents=1+2 urinal pan</li> <li>5. 2<sup>nd</sup> floor disable=1</li> <li>6. Between 2<sup>nd</sup> &amp; 3<sup>rd</sup> floor ladies=1</li> <li>7. 3<sup>rd</sup> floor ladies=1</li> </ol>

7. Between 5<sup>th</sup> & lifts control room ladies=2

**Total= 7**

8. Between 3<sup>rd</sup> and 4<sup>th</sup> floor male=1+2  
urinal pan

9. 4<sup>th</sup> floor ladies=1

10. Between 4<sup>th</sup> and 5<sup>th</sup> floor ladies=1

11. 5<sup>th</sup> floor gents=1

**Total= 11**

Ground floor far west wing opposite  
serving station

- Female =4
- Disable=1
- Male 1+2 urinal pans

**Total= 3**

Ground floor next to NTPR  
offices

- Female=2
- Male=3+2 urinal  
pans

**Total= 2**

Ground floor, Reception

- Disable toilet=1
- Female toilet=1
- Gents=1
- Control room=1

**Total= 4**

**Ground floor middle east wing/vehicle  
parking bay**

- Female toilet=5
- Gents toilet=3+2 urinal pans

**Total=2**

**Ground floor far east wing outside vehicle  
parking**

- Gents=2+2 urinal pans

**Total=1**

**4<sup>th</sup> floor, Ministry**

- Gents toilet=1
- Ladies =1
- Minister=1+1 urinal pan
- Deputy Minister=1

**Total=4**

**4<sup>th</sup> floor**

- Office of DG's=1

**Total=1**

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

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

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

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

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

**24. Anti-dumping  
and countervailing  
duties and rights**

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



**transport**

Department:  
Transport  
REPUBLIC OF SOUTH AFRICA



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

# DOT/16/2025/CS

## 1 RULES OF BIDDING

### 1.1 COMPULSORY INFORMATION SESSION

- 1.1.1 A compulsory Briefing and Site Inspection session will be held at the Department as detailed in the Advert. The compulsory Briefing and Site inspection session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any Briefing Notes which may be issued by the Department to the Service Providers should be considered as part of this project.
- 1.1.2 Firms may ask for clarification on this TOR or any of its Annexures up to close of business forty-eight (48) hours before the deadline for the submission of bids. Any request for clarification must be submitted by email to the Bid Office. Copies of questions and answers will be emailed to all firms that register at the briefing session.

### 1.2 FORMAT AND SUBMISSION OF BIDS

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

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

- 1.2.2 Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including all the SDB documents except for SBD 3.3 and Annexure B, must be submitted together with the technical proposal.**
- 1.2.3 Format of submission of proposals:
- Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response;
  - Proposals must be submitted as one (1) original and four protected soft copies. Soft copies must be exact copies of the original technical document, including all supporting documents, and should be labelled properly.
  - Soft copies are not required for financial proposals. If a bidder does submit the financial proposal in soft copies, those copies must be sealed in the envelope marked financial.
  - Including the financial proposal on the technical soft copy will lead to automatic disqualification.
- 1.2.4 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is essential to comply with all conditions pertaining to mandatory requirements.
- 1.2.5 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 1.2.6 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 1.2.7 Department of Transport (DOT) reserves the right to accept or consider any bid in full or in part or any responses or submissions in relation thereto.
- 1.2.8 DOT reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the TOR.
- 1.2.9 DOT reserves the right to request any additional information that it may require or deem necessary. All such requests shall be in writing.
- 1.2.10 After careful consideration and thorough examination of the proposals, DOT shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements, including costing of all deliverables and submission of a financial proposal that is responsive to the bid. The lowest price (management fee where applicable) offered will not necessarily be a decisive factor in choosing between Proposals.
- 1.2.11 The Department published the results of the outcome of a tender process, including the details of the successful bidder in the same media that was used to advertise the bid.

INITIAL: PROJECT MANAGER/CHAIRPERSON: BSC



INITIAL: SERVICE PROVIDER

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

- 1.3.1 A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorized person.
- 1.3.2 A proposal submitted by a partnership must be accompanied by a written partnership agreement.
- 1.3.3 A proposal submitted by a consortium or joint venture of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:
- a. the conditions under which the consortium will function;
  - b. its period of duration;
  - c. the persons authorized to represent it;
  - d. the participation of the several parties forming the consortium;
  - e. the benefits that will accrue to each party;
  - f. any other information necessary to permit a full appraisal of its functioning.

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

#### **1.4.1 Tax compliance – General**

- a. No tender shall be awarded to a bidder who is not tax compliant. The DOT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The DOT further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.
- b. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- c. Compliance must be throughout the bidding process, award and contracting.
- d. Service providers will be afforded the opportunity to correct tax compliance status and provide written proof of status or arrangements within a maximum of seven (7) working days.

#### **1.4.2 Tax compliance – Consortia / Joint Ventures**

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

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

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

**1.4.3 Claiming of Preference Points – General**

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

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

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

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

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

**1.5 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

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



## 2 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY RIGHTS

### 2.1 CONFIDENTIAL INFORMATION

- 2.1.1 **Confidentiality obligation.** Each Party ("the receiving Party") must treat and hold as confidential all information which they may receive from the other Party ("the disclosing Party ") or which becomes known to them concerning the disclosing Party during the duration of this Contract.
- 2.1.2 **Nature of the confidential information.** The confidential information of the disclosing Party shall, without limitation, include:
- a. all software and associated material and Documentation, including information contained therein;
  - b. all information relating to :
    - i. the disclosing Party's past, present and future research and development;
    - ii. the disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;
    - iii. the terms and conditions of this Contract; and
    - iv. the Department's data.
- 2.1.3 The Parties shall, except as permitted by the Contract, not disclose or publish any confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing Party and in the event of the confidential information relating to a third party, it shall also be incumbent on the receiving Party to obtain the consent of such third party.
- 2.1.4 **Receiving Party's obligations with regard to confidential information.** The receiving Party agrees that in order to protect the proprietary interests of the disclosing Party in its confidential information:
- a. it will only make the confidential information available to those of its Personnel who are actively involved in the execution of this Contract;
  - b. it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, the confidential nature thereof;
  - c. subject to the right to make the confidential information available to their Personnel under clause 15.4.1 above, they will not at any time, whether during this Contract or thereafter, either use any confidential information of the disclosing Party or directly or indirectly disclose any confidential information of the disclosing Party to third parties;
  - d. all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the disclosing Party which have or will come into the possession of the receiving Party and its Personnel, will be, and will at all times



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

remain, the sole and absolute property of such Party and shall be promptly handed over to such Party when no longer required for the purposes of this Contract.

- 2.1.5 **Obligations in respect of confidential information upon termination.** Upon termination or expiry of this Contract, the receiving Party will deliver to the disclosing Party or at the disclosing Party's option, destroy all originals and copies of the disclosing Party's confidential information in its possession.
- 2.1.6 The aforementioned obligations shall not apply to any information which:
- a. is lawfully in the public domain at the time of disclosure;
  - b. subsequently and lawfully becomes part of the public domain by publication or otherwise;
  - c. subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or
  - d. is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 2.1.7 **Disclosure to professional advisors.** Nothing in this clause shall preclude the Parties from disclosing the confidential information to their professional advisors in the *bona fide* course of seeking business and professional advice.
- 2.1.8 **Severability.** The provisions of this clause 15 are severable from the rest of the provisions of this Contract and shall survive its termination and continue to be of full force and effect for a period of ten (10) years after the date of termination.



## 2.2 INTELLECTUAL PROPERTY RIGHTS

- 2.2.1 **Ownership in Services vests in Department.** All rights of ownership and copyright in the Services to be provided by the Contractor to the Department shall vest solely with the Department, and the Contractor will not make such information available to any other party without the written consent of the Department on such terms and conditions as may be stipulated by the Department at that time.
- 2.2.2 **No aspect of the Services to infringe 3<sup>rd</sup> Party intellectual property rights.** The Contractor warrants that no aspect of the Services provided in terms hereof will infringe any patent, design, copyright, trade secret or other proprietary right of any third party ("third party proprietary rights"), and the Contractor shall, at its own cost, defend the Department against any claim that the Services infringe any such third party proprietary rights, provided that the Department gives prompt notice to the Contractor of such claim and the Contractor controls the defence thereof.
- 2.2.3 The Contractor further indemnifies the Department against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the Department in any action which is attributable to such claim and will reimburse the Department with all costs reasonably incurred by the Department in connection with any such action.
- 2.2.4 **Process in the event of a claim.** Should any person make any claim against the Department in terms of clause 16.2, the Department shall give the Contractor notice thereof within ten (10) days of becoming aware of such claim to enable the Contractor to take steps to contest it.
- 2.2.5 **Infringement of 3<sup>rd</sup> Party rights.** Should any third party succeed in its claim for the infringement of any third-party proprietary rights, the Contractor shall, at its discretion and within thirty (30) days of the Services having been found to infringe:
- e. obtain for the Department the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
  - f. replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
  - g. alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
  - h. withdraw the subject of infringement.
- 2.2.6 **Ownership.** Ownership of all Departmental data, whether under its control or not, shall continue to vest in the Department and the Contractor shall not obtain any proprietary rights of such data.

- 2.2.7 Data may only be used in performance of the Services.** The Department's data in the possession of the Contractor, or to which the Contractor may have access during the currency of this Contract, may not be used by the Contractor for any purposes whatsoever other than as may be specifically required to enable the Contractor to comply with its obligations in terms of this Contract.
- 2.2.8 Preservation of integrity of data.** Both Parties shall take reasonable precautions (having regard to the nature of their obligations in terms of this Contract), to preserve the integrity of the Department's data and to prevent any unauthorised access, corruption, or loss of such data.

### 3 TERMS AND CONDITIONS

#### 3.1 GENERAL

- 3.1.1 The Department reserves the right to amend, modify or withdraw this Terms of Reference (TOR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any Service Provider.
- 3.1.2 Neither the Department, nor any of its respective, officers, or employees may make any representation or warranty, expressed or implied in this TOR document, and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future.
- 3.1.3 The costs of preparing proposals and of negotiating the Contract will not be reimbursed.
- 3.1.4
- 3.1.5 The Department also reserves the right to call interviews, site visits and/or call for demo's of the product or solution, with short-listed Service Providers before final selection, and to negotiate price with the Preferred Service Providers.
- 3.1.6 Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the Contract is awarded. Any effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.
- 3.1.7 Bid submission requirements must be completed in sections and appendices provided in the bid document.
- 3.1.8 **ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY.** More information in this regard is available on [www.ocpo.treasury.gov.za](http://www.ocpo.treasury.gov.za). Proof of registration must be submitted together with the technical proposal.



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

- 3.1.9 Bidders may provide any additional information deemed important for the DOT to consider.
- 3.1.10 Prospective Bidders must at all times comply with the Department's Supply Chain rules and processes with regard to all projects and payments.

**3.2 ORDER OF PRECEDENCE.**

- 3.2.1 In the event of any conflict between any provisions of the SCC, GCC, Proposal and any other document accompanying the Bid, the following order of precedence shall prevail—
- a. TOR;
  - b. SLA, if applicable;
  - c. Standard Bidding Documents;
  - d. SCC, if applicable;
  - e. GCC;
  - f. and
  - g. Proposal.

**3.3 DURATION**

- 3.3.1 The project is expected to be for a period of twenty-four (24) months.
- 3.3.2 The Contract shall commence on the Effective Date and, subject to the rights of termination stipulated herein, terminate on the Completion Date as specified in the Contract.

**3.4 CONTRACT AMENDMENTS**

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

**3.5 SUBCONTRACTS**

- 3.5.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under the Contract, before the commencement of the Contract, as well as at any time during the Contract.
- 3.5.2 **The right to sub-contract.** The Contractor may, with the prior written consent of the Department, sub-contract any of its obligations in terms of this Contract, or any part thereof, to a third party, provided that:
- a. such sub-contracting shall not absolve the Contractor from any responsibility for complying with its obligations in terms of this Contract and the Contractor hereby indemnifies and holds the Department harmless against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;
  - b. the Contractor shall at all times remain the sole point of contact for the Department in respect of the Services by the Contractor.



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

### 3.6 CONTRACTOR'S PERSONNEL

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

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

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

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

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

3.6.6 Should the Department at any time have reason to believe that any of the Contractor's Personnel is failing to comply with such standard health, safety and security procedures and

guidelines, the Department may deny such person access to any or all of the Department's premises or systems and require the Contractor to replace such person without delay.

### 3.7 PAYMENT

#### 3.7.1 Detailed Pricing.

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

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

#### 3.7.2 Rates

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

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

#### 3.7.3 Total Contract Price.

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

#### 3.7.4 Price all-inclusive.

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

### 3.8 DELIVERY AND DOCUMENTS

- 3.8.1 **Reports.** The Contractor shall provide the Department with detailed Documentation and Reports as set out in the Contract and Project Plan or when required in writing by the Department in both electronic format and hard copy.
- 3.8.2 Reports shall contain accurate information as to enable the Department to monitor and manage the Contractor's performance in terms of this Contract.
- 3.8.3 All Documentation and Reports shall be in English.

### 3.9 TERMINATION

- 3.9.1 Should either Party fail to comply with any provision of this Contract the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have:
- a. to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
  - b. to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or
  - c. to terminate this Contract and claim such damages as the aggrieved Party may have suffered from the defaulting Party."
- 3.9.2 The Department may, without prejudice to any other rights it may have, terminate this Contract by written notice to the Contractor, upon the occurrence of the following events, namely if:
- a. the Contractor fails to adhere to set timeframes, service levels or service standards as determined in the TOR, SLA and/or Project Plan;
  - b. the Contractor, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
  - c. judicial execution is levied on the Contractor's goods and which remains unpaid for 14 days after attachment;
  - d. there has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Bid or in the awarding of this Contract which is incapable of rectification and that requires this Contract to be terminated;



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

- e. the Contractor, when advised that its Proposal has been accepted, has given notice of inability to sign or execute the Contract;
- f. the Contractor has abandoned its obligations in terms of this Contract;
- g. the Contractor has deliberately furnished inaccurate information in its Bid with regard to its previous experience relating to the Services, or with regard to any other material information; or
- h. the Contractor ceases to carry on business as the Contractor of the Service.

3.9.3 In the event that negotiations between the Department and the Preferred Service Provider/s fail with regard to the conclusion of a Contract, the Department reserves its right not to appoint the Preferred Service Provider/s without incurring any liability to compensate or reimburse the Preferred Service Provider/s.

3.9.4 In the event that the Contractor does not complete Services in terms of this Contract by the Completion Date, the Department may view this as a material breach of this Contract and claim specific performance, and/or damages.

3.9.5 The Preferred Service Provider may be required to enter into a Service Level Agreement (SLA) prior to appointment.

3.9.6 The individuals proposed for professional work on the project shall remain on the project unless the Department grants prior permission to change the team composition. Such permission will not be withheld unreasonably.

3.9.7 The Department reserves the right to terminate the Agreement in the event that no consensus can be reached on the terms and conditions of a subsequent Service Level Agreement.”

  
END OF DOCUMENT

INITIAL: PROJECT MANAGER/CHAIRPERSON: BSC



INITIAL: SERVICE PROVIDER

**ANNEXURE B**

**FINANCIAL  
PROPOSAL**

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: .....
CLOSING TIME 11:00	CLOSING DATE 24 MARCH 2026

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
		TOTAL: R.....	

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

Name of Bidder: .....

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid .....  
.....
- 7. Estimated man-days for completion of project .....  
.....
- 8. Are the rates quoted firm for the full period of contract? \*YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
.....  
.....  
.....

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF TRANSPORT  
Mr. Tyron Mkhari / Ms. Nelisiwe Nyawo  
Supply Chain Management  
Tel: 012 309 3011/3291

Or for technical information –

Ms. Itumeleng Lehari  
Corporate Services (CS)  
Tel: 012 309 3832



**ANNEXURE B  
Pricing Schedule**

<b>Bid ref. number:</b>	<b>DOT/16/2025/COO</b>	<b>Expected project start date:</b>	
		<b>Expected duration (Months)</b>	<b>36 Months</b>

<b>Description of bid:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE PROFESSIONAL CLEANING SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF THREE (3) YEARS</b>
----------------------------	--

<b>Name of bidder:</b>	
------------------------	--

	<b>Max</b>	<b>Score</b>
<b>PPPFA points allocation</b>	<b>20</b>	<b>0</b>
% Black Ownership	<b>10</b>	
% Black Ownership: Women	<b>6</b>	
% Black Ownership: BDG	<b>4</b>	
<b>BDG Details:</b>		

<b>Indicative project time frames</b>		
<b>Start</b>	<b>End</b>	<b>Duration</b>
	<b>Months</b>	

<b>TOTAL BID PRICE incl. VAT</b>	
1. Total price required to produce/deliver all goods/services included in the Tor. 2. Please ensure that this price matches the price indicated on SBD 1. 3. This price will be used for PPPFA comparison purposes.	<b>R -</b>

<b>PART 1: COSTING OF SERVICES</b>		
1	Fully inclusive resource cost for all deliverables (B3)	-
2	Travel and subsistence cost	
3	Printing / stationery cost	
4	Communication cost	
5	Other	
6	Other	
<b>TOTAL (EXCL VAT)</b>		-
<b>VAT</b>		-
<b>TOTAL (INCL VAT)</b>		-

**Bidders may only complete yellow cells. Any changes to formulas in this spread sheet will invalidate the bid**

<b>Confirmation by bidder</b>
Signature
Name:
Designation:
Date:

Bidders must print and sign all worksheets (Summary and Annexures B1 to B2)

Orange coloured cells to be completed by DOT  
Yellow coloured cells to be completed by bidder

DOT/16/2025/CS

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

Annexure B1: Proposed Team Daily Rates

Bidder Name:

#	Name of team member	Role (As specified in ToR)	Daily rate	Days
1				-
2				-
3				-
4				-
5				-
6				-
7				-
8				-
9				-
10				-
11				-
12				-
13				-
14				-
15				-
0	Other	Other		-
				-

Bidder signature
Signature



# ANNEXTURE C

# SERVICE LEVEL

# AGREEMENT

**NATIONAL DEPARTMENT OF TRANSPORT**

**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**DEPARTMENT OF TRANSPORT**

(Hereinafter referred to as the “Department”)

**And**

**NAME OF SERVICE PROVIDER**

**A juristic person registered in terms of the Company Laws of the Republic  
of South Africa**

**(Hereinafter referred to as the “Service Provider”)**

## **PREFACE TO THE SPECIAL CONDITIONS OF CONTRACT**

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

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

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

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

Now therefore the parties agree as follows:

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 **"Bid"** means the written offer of the Service Provider, in a prescribed form and the proposal, in response to the Department's invitation to Bid, terms of Reference, including the standard bid document, proposal, pricing schedule and any accompanying documents for the provision of the Services.
- 1.2 **"Building"** means the Forum Building, 159 Struben Street, Pretoria.
- 1.3 **"Business Day"** means any day in the Republic of South Africa (RSA) which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holiday Act, 1994.
- 1.4 **"Contract"** means this agreement and all annexures thereto.
- 1.5 **"Deficiency"** means with respect to, any error, non-conformity, defect, deviation from the bid or acceptance procedure, incorrect, incomplete or non-deliverable.
- 1.6 **"Deliverable"** means any service, advice or any part thereof, to be delivered by the Service Provider to the Department, as set out in the Bid subject to the acceptance procedure.
- 1.7 **"Department"** means the Department of Transport.
- 1.8 **"Effective Date"** means the date of the last Party signing of the Contract (SBD 7.2).
- 1.9 **"Month"** means a calendar month.
- 1.10 **"Person"** means an individual, corporation, a partnership, an association, a trust or any other entity or organization.
- 1.11 **"Personnel"** means any employee, agent, consultant of the parties.
- 1.12 **"Pricing Schedule"** means the rates payable for the Services as set out in

- the Bid
- 1.13 "Proposal" means a written response to the Department's Terms of Reference for the provision of the Services including all annexures attached thereto.
  - 1.14 "**Party**" means the Department and/or the Service Provider. "**Parties**" shall have a corresponding meaning as the context indicates.
  - 1.15 "**Project Manager**" means the person identified by the Department to manage the Contract on behalf of the Department.
  - 1.16 "**Report**" means any written report or submission to be delivered by the Service Provider to the Department in terms of the Contract.
  - 1.17 "**Standard Bid Documents**" means the standard bid documents issued by the National Treasury, SBD forms accompanying the request for proposal/terms of Reference.
  - 1.18 "**Services**" means the services to be provided by the Service Provider to the Department as specified in this Contract, as well as the Terms of Reference issued by the Department, including but not limited to compliance with applicable standards.
  - 1.19 "**Supervisor**" means the person appointed by the Service Provider to manage the Service Provider's workers on the Department's premises.
  - 1.20 "**Service Provider**" means NAME OF SERVICE PROVIDER.

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

- 1.22.1 any reference to the singular includes the plural and vice versa.
- 1.22.2 any reference to the person includes both natural and/or juristic persons (see clause 1.10 above)
- 1.22.3 any reference to a gender includes the other gender.
- 1.22.4 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of this contract, notwithstanding that it is only contained in the Definitions and Interpretation clause.
- 1.22.5 when any number of days are prescribed, same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day.
- 1.22.6 where words have been defined in the body of this contract, such words shall, unless otherwise required by the context, have the meanings so assigned to them throughout this contract.
- 1.22.7 where any provisions contemplate a notice to be given or contract to be reached between the Parties, such notice or contract shall, unless expressly provided otherwise, be made in writing.
- 1.22.8 in the event of any conflict between any provisions of the contract, GCC, proposal and any other document accompanying the Bid, the following order of precedence shall prevail:

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

### 3. PURPOSE

- 3.1 The purpose of this Agreement is to clarify the rights and obligations of the Parties relating to appointment of the Service Provider to render the Services, namely cleaning services and specialized sanitary care required to provide to the Department.
- 3.2 This contract is intended to have a good faith relationship during the Subsistence of this Agreement.

### 4. DELIVERY AND DOCUMENTS

- 4.1 Reports. The Service Provider shall provide the Department with detailed documentation and reports as set out in the Agreement and project plan or be required in writing by the Department in both electronic format and hard copy.
- 4.2 Reports shall contain accurate information so as to enable the Department to monitor and manage the Service Provider's performance in terms of this contract.
- 4.3 All documentation, meeting and reports shall be in English

### 5. PAYMENT

- 5.1 **Invoice:** The Service Provider shall, at the end of each month, submit a consolidated invoice, certified as correct by the Service Provider, and accompanied by all supporting documents.
- 5.2 **Total:** The contract price payable to the Service Provider for the Services shall not exceed the ceiling price (**amount in rand value & words**) as set in the contract.

- 5.3 **Price all-inclusive:** All prices are inclusive of any Value Added Tax, Import, and all other duties.
- 5.4 **Payment Dispute:** If the Department disputes all or any invoice of the Service Provider or any part thereof, the Department shall give the Service Provider prompt notice with reasons within seven (7) days and shall not delay payment of the undisputed remainder of the invoice.
- 5.5 The Parties shall use all reasonable endeavors to resolve the dispute in question within seven (7) business days of the dispute arising. If they fail to resolve it, either Party may refer their dispute to mediation.
- 5.6 Following resolution of the dispute, any amount agreed or determined to have been payable shall be paid forthwith by the Department to the Service Provider.
- 5.7 Certification of approval not deemed approval. The certification of approval of an invoice by the Department's project manager shall not be deemed to be approval of, or waiving of, any rights and obligations regarding any Services or any other matter in respect of which it was issued, or be taken to be an admission of the due performance of this contract or in part thereof, or of the accuracy of any claim made by the Service Provider and no certificate shall revoke or prejudice any of the rights, obligations and powers of the Department.
- 5.8 **Place of payment:** Payment for the Services shall be made by the Department to the Service Provider by the electronic transfer at any banking institution in the Republic of South Africa notified by the Service Provider's project manager or at any other place as specified in the Bid or at any other place as may be notified by the Service Provider from time to time.
- 5.9 **Service Provider maintains records:** The Service Provider shall maintain records of the hours worked by its project team and personnel in the provision of any services on a time and material basis.
- 5.10 The Department will not be liable to make any form of payment on to sub-contractor on behalf of the Service Provider.

## 6. **CONTRACT AMENDMENTS**

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

## **7. SUB-CONTRACTS**

- 7.1 The Service Provider shall notify the Department in writing of all sub-contractors awarded under the contract as specified in the Bid.
- 7.2 The right to sub-contract. The Service Provider may, with the prior written consent of the Department, sub-contract any of its rights and obligations in terms of this contract, or any part thereof, to a third party, provided that –
- 7.2.1 such sub-contracting shall not absolve the Service Provider from any responsibility for complying with its obligations in terms of this contract and the Service Provider hereby indemnifies and holds the Department no liable against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;
- 7.2.2 the Service Provider shall at all times remain the sole point of contact for the Department in respect of the Services.
- 7.3 Department may withdraw consent. The Department shall have the right at any time, and upon such good cause shown to Service Provider to withdraw such consent for a sub-contractor on thirty (30) days' notice to the Service Provider and in that event no claim against the Department by the Service Provider or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Service Provider indemnifies the Department against any such claims and costs so incurred.

## **8. TERMINATION FOR DEFAULT**

- 8.1 Should either Party fail to comply with any terms and conditions of this contract, the aggrieved Party may send a written notice to the defaulting Party, demanding compliance with such provision and should be defaulting Party, after a period of fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 8.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 8.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or
- 8.1.3 to terminate this contract and claim such damages as the aggrieved Party may have suffered from the defaulting Party.

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

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

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

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

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

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

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

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

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

## 9. DURATION

9.1 This contract shall be deemed to have commenced on **(date in full)** and shall remain in force, for a period of two (2) years, unless it is terminated by either party in terms of this contract, or by giving the other party sixty (60) days written notice of termination.

## 10. RELATIONSHIP BETWEEN THE PARTIES

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

- 10.2 **No partnership or agency created.** Nothing in this contract shall constitute, or be deemed to constitute, a partnership between the Parties or constitute, or be deemed to constitute, the Service Provider as agent of the Department for any purpose whatsoever, and neither Party shall have any authority or power to bind, or incur any liability, on behalf of the other or to pledge the credit of the other Party.
- 10.3 **Good Faith.** The Parties shall at all times show each other a duty of good faith in their dealings with one another.

## 11. RESPONSIBILITIES OF THE SERVICE PROVIDER

- 11.1 The Service Provider shall the cleaning Services as detailed in the specifications.
- 11.2 The Service Provider will ensure that the cleaning material, and equipment as described in paragraph 6.2 in the Terms of Reference that is of safe, good and acceptable quality for rendering the Services.
- 11.3 The Service Provider will be required to comply with the Department's security and emergency procedures and regulations.
- 11.4 The Service Provider will ensure that the cleaning services will be made available from Mondays to Friday, from 06:30 to 15:30 and 07:00 to 16:00, excluding public holidays. However, certain Services will be required outside of these hours and will be paid by the Department. The arrangements for these Services will be made on an ad hoc basis and the Project Manager will ensure access to the Building.
- 11.5 The Services must be executed so as to maintain the Department's premises, in a clean and tidy condition at all times. The cleaning of strong rooms and electrical plants is excluded in this Agreement/Contract.
- 11.6 Checklists will be provided by the Department for completion by the relevant member of the cleaning team assigned to the Department. This checklist will be used to monitor the Services rendered.
- 11.7 The Service Provider will be required to comply with the Department's security and emergency procedures and regulations.
- 11.8 The Service Provider must ensure that due care is taken regarding safety of the employees and visitors whilst performing their tasks.

- 11.9 The Service Provider will maintain and keep the cleaning equipment in good order and to ensure that it complies with the Occupational Health and Safety Act (OHSA) safety standards.
- 11.10 The Service Provider shall pay his/her employees on a date set, monthly without default, including but not limited to the events where the Department delays payment of invoices due to unforeseen circumstances, unsatisfactory work or queried invoices.

## **12. RESPONSIBILITIES OF THE DEPARTMENT**

- 12.1 The Department will identify a representative/s from the Directorate: Travel & Facilities Management who will be responsible for the management and monitoring of the cleaning Services.
- 12.2 The Department undertakes to provide the adequate and safe storage facilities for the Service Provider's equipment and materials brought on site.
- 12.3 The Department undertakes to provide the necessary lights, water and electricity facilities.
- 12.4 The Departmental representative will be responsible for coordinating ad hoc (i.e., rotation of staff, etc.) Services as and when required.

## **13. SCOPE OF SERVICES**

- 13.1 Provision of Services. The Service Provider shall provide the Services in accordance with the Proposal submitted and Agreement.
- 13.2 Should the Service Provider at any time fail to deliver the Services due to its default, the Service Provider shall, without prejudice to the Department's other rights and remedies: –
- 13.2.1 provide all such additional resources as may be necessary to perform the Services in accordance with the Bid and this contract, as soon as possible thereafter and at no additional cost to the Department; and
- 13.2.2 at the request of Department, promptly remedy any default or re-perform any non-conforming Services at no additional charge to the Department.

A handwritten signature in black ink, appearing to be 'PS' or similar, located at the bottom center of the page.

**14. SERVICES AREAS**

**14.1 AREAS**

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

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

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

**14.1.1 All Entrances**

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

**14.1.2 Carpeted Floors**

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

**14.1.3 Uncarpeted Floors**

The floors must be swept. A safe and bio gradable detergent must be used to remove grime. The floor must be stripped with non-ammoniac

BL

floor detergent. Non-slip polish to be used. The successful service provider must display safety-warning signs while mopping floors.

**14.1.4 Waste Basket and Dust Bins**

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

**14.1.5 Furniture and Equipment**

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

**14.1.6 Telephones**

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

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

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

**14.1.8 Doors**

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

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

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

**14.1.10 Libraries**

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

**14.1.11 Stairs**

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

**14.1.12 Lifts**

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

**14.1.13 Windows**

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

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

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

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

**14.2.1.1 Floor Maintenance**

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

**14.2.1.2 Dusting**

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

**14.2.1.3 Waste Management and Disposal**

Task	Frequency
Empty and clean all receptacles	Twice daily or more frequently if required
Remove all waste to specified areas	Daily
Wash the waste baskets and dust bins	Weekly or immediately if necessary

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Rubbish removal and shredded paper to a suitable dumping area (provide suitable bags and waste bins-250L wheelsx6)	Two times weekly, or more if required
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**14.2.1.4 Wall and Paint Work**

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

**14.2.1.5 Glass and metal work**

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

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

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

Task	Frequency
Maintain floor according to type	Daily
Damp mop floor with disinfectant	Twice daily
Empty and clean all waste receptacles	Twice daily
Clean and sanitize all bowls, basins and urinals, showers and baths, taps (where applicable)	Twice daily
Clean all mirrors	Daily
Clean all metal fittings	Daily
Spot clean walls, doors and partition and lockers (where applicable)	Daily
Replenish consumables (i.e. toilet paper, hand soap,	twice a day or more frequently when necessary

toilet sprays and paper hand towels)	
Wash and steam clean bathroom walls	Monthly
Replace Automated Hand Paper Towel dispenser batteries and Automated Air-Freshener Batteries: Requires Size 'D" batteries	378 minimum monthly / or more frequently when necessary

**14.2.1.7 Staircases**

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

**14.2.1.8 Fumigation**

Fumigating the entire building & common areas	Quarterly
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**14.2.1.10 Miscellaneous**

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

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

**14.3.1 Toilet Roll Holders**

<b>Items &amp; Requirement Objective</b>
<b>Toilet Roll Holders (Made Available by the Department)</b>
For holding a maximum of three toilet rolls, in cases where the are missing the bidder/s are required to provide and are to be left at the end of the contract
Toilet roll holders must be locked (service provider to provider their own pad locks) and to be left behind upon contract termination.

BL

Minimum supply of 3 rolls of toilet paper per toilet cubicle per day. Specification: double ply
Cleaners to ensure that they open toilet rolls before refilling them in the dispensers

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

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

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

<b>Items &amp; Requirements Objective</b>
<b>Foam Dispensers (Made Available by the Department)</b>
<b>SABS approved foam soap (replenished daily / or more frequently when necessary)</b>
Antibacterial 1100ml lotion foam soap

**14.3.3 Sanitary/ She Bins**

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

*Bl*

**14.3.4 Air fresheners**

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

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

<b>Items &amp; Requirement Objective</b>
<b>Deep clean services (quarterly after-hours-preferably Saturdays &amp; Sundays) over a 3-week period</b>
Steam clean (follow manufacture guidelines) of couches and office chairs including the boardrooms areas
Steam clean (follow manufacture guidelines) carpets in offices and passages including the boardrooms areas
Stripping, washing and buffing of laminated and tiled floors
Maintain high standards of hygiene in toilets and washing areas to reduce the risk of cross infections, etc.

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

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

**GENERAL**

**15.1 DRESS CODE**

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

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

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

## **16.2 EQUIPMENT**

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

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

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

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

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

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

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

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

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

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

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

**16.3 SERVICE STANDARD**

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

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

**16.4 CLEANING MATERIAL**

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

**17. SECURITY**

**17.1 SCREENING**

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

**17.2 THEFT AND LOSSES**

17.2.1 The Service Provider shall be held liable for any theft of assets belonging to the Department and its employees as well as breakage caused by the Service Provider's employees.

17.2.2 Where applicable, the Service Provider shall immediately comply with the Department's request to replace or pay for the theft of assets or breakage and the Service Provider shall not be entitled (as a result of such request) to claim any possible damages or loss from the Department.

**18. LABOUR RELATION MATTERS**

18.1 The Department shall be entitled to point out any employee of the Service Provider who, in the evidence-based opinion of the Department, is a safety, health or security risk. Upon the evidence been made available to Service Provider, the Service Provider shall then not use such an employee to fulfil his/her obligation under this Contract anymore. The Department shall not be involved in labour-related disputes or supervision. The Service Provider shall ensure that all labour-related disputes do not impact in any way the performance of this Contract..

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18.2 Service Provider must ensure that the Department is informed immediately but not longer than 12 hours prior to any removal and/or replacement of its employees/personnel for security reasons.

## 19. ACCESS CONTROL / IDENTIFICATION

19.1 Service Provider must supply its employees with identity tags/cards, with the following information:

- Name of Firm (Service Provider)
- Name of Employee (Name and surname)
- ID photo (in colour)
- Employee Identification Number (Service Provider's given number)

19.2 The tags/card must at all times be displayed on the upper front area when employees are on duty.

19.3 The Service Provider or his / her employees shall not hamper or influence in a disruptive way the normal functioning of the Department.

19.4 No information pertaining to the Department shall be transferred by the Service Provider and/or his/her employees to the public or new media in any manner.

19.5 Service Provider shall give assurance that all employees will be under constant/proper supervision. Any liaison by the Department in regard to the daily cleaning needs, will be through the supervisor and not directly with employees. Service Provider and/or its supervisor must ensure that cleaning materials are available at all times and that it should be replaced as required.

## 20. REPORTING AND MEETINGS

### 20.1 DAILY MEETINGS

The Service Provider shall appoint a representative to hold daily meetings with the Department's appointed Facilities Management officials responsible for liaison on daily operations. The meetings are intended to discuss queries on the performance of the Service, and any other matters arising related to cleaning services.

### 20.2 MONTHLY MEETINGS

**20.2.1** The Service Provider shall attend monthly meetings with the Department's relevant unit head/s, including Facilities Management officials and Supervisor, on dates scheduled and agreed upon by both Parties. Minutes of meetings will be circulated, within three (3) days after the meeting took place, to all attendees of this meeting.

**20.2.2** The attendees of this meeting will have two (2) days to review the minutes and provide inputs (if any) related to the issues and

resolutions discussed and taken, and return the same to the chairperson or his/her delegate of the meeting for consolidation, and sign-off as a true record/reflection of the issues discussed and resolutions taken.

### **20.3 REPORTS**

20.3.1 The Service Provider shall submit the Management report on a monthly basis. The report shall cover the performance of the Service as contemplated in this Contract (all work performed and completed during the month), such as;

- Absenteeism / relief staff
- Labour Relations matters (See clause 18 above)
- Proof of payment staff (salaries / bonuses) statements
- Proof of payment Unemployment Insurance Fund (UIF)
- Proof of payment of Pension or Provident Fund

20.3.2 The Service Provider shall be expected to submit monthly certificates for waste disposal (sanitary waste disposal) to ascertain compliance to legal prescripts including but not limited to National Environmental Management Waste Act, 59 of 2008 and National Regulations on Healthcare Risk Waste (as amended).

### **20.2 BREACH, PENALTIES AND TERMINATION**

20.2.1 The Department shall make every effort to provide all the information necessary to assist the Service Provider to reach the required levels of Service referred to in this Contract. However, should the Service Provider fail to comply with its obligations and adhere to the standards contemplated herein in this Contract, the said failure shall amount or be regarded, as a breach and it shall attract penalties (if not remedied) that result in the termination of the Contract.

20.2.2 The Department shall be entitled to terminate this Contract or suspend the services in the event of:

20.2.2.1 The main member/director or in the case of sole proprietorship, the owner of the Service Provider becoming incapacitated and such incapacity affecting the rendering of Service in terms of the Contract adversely;

20.2.2.2 A court order being granted to either provisionally or finally declares the Service Provider or its Director, insolvent;

20.2.2.3 The Service Provider engaging in Fraudulent and/or Corrupt activities in competing for or in providing of the cleaning service;

20.2.2.4 Failure to maintain the necessary and required confidentiality (as contemplated in clause 22 below) in respect of information obtained through the contractual relationship with the Department.

- 20.2.2.5 Failure to comply with, supply the correctly described consumables, and provide the necessary daily cleaning as provided for in this Contract without a valid reason;
- 20.2.2.6 Failure to provide the full Services, which must lead to additional costs to the Department and non-compliance with the Health & Safety standards.
- 20.2.2.7 Failure to provide satisfactory progress of the work done or quality thereof (in the Department's opinion) even after meeting with the Supervisor and/or Service Provider;
- 20.2.3 Prior to a suspension or termination of Services, the Department shall give the Service Provider fourteen (14) days written notice to suspend and to make arrangements to stop the Services and to minimize further expenditure, or to remedy the provision of unsatisfactory Services;
- 20.2.4 On the occurrence of the events referred to in 20.2.2.1-20.2.2.4 above or after the Department becomes aware of the same, the Department shall give the Service Provider written notice of termination having immediate effect.
- 20.2.5 On the occurrence of the events referred to in 20.2.2.5 - 20.2.2.7 above or after the Department becomes aware of the same, the Department shall serve notice of breach on the Service Provider requiring them to remedy the breach within fourteen (14) days of such notice of breach. Upon failure by the Service Provider to remedy the breach, the Department shall give the Service Provider written notice of termination having immediate effect.
- 20.2.6 In the event that the Department terminates the Contract, the Department shall inform forthwith the relevant Stakeholders prohibiting such Service Provider from doing business with the Government for a period not exceeding 5 years;
- 20.2.7 The Service Contract or any other law, terminate the Contract or suspend the Services in the event where:
  - 20.2.7.1 The Department has failed to make payment in accordance with the Contract;
  - 20.2.7.2 Services have been suspended in terms of the Contract and the period of suspension has exceeded six (6) months; and as such it is evident to the Service Provider that it is unlikely or impractical to resume the suspended Services.
  - 20.2.7.3 Failure to pay employee salaries timeously;
  - 20.2.7.4 Prior to suspension of services or termination of the Contract, the Service Provider shall serve on the Department, notice of breach requiring the Department to remedy the breach within fourteen (14) days of such notice. Failure by the Department to remedy the breach, the Service Provider shall give the Department written notice of termination with immediate effect.
- 20.2.8 Either Party shall be entitled to terminate the Contract should the other

party be in breach of any other material term thereof: Provided written notice of such breach had been given by the aggrieved Party demanding that the breach be remedied within fourteen (14) days and, despite such notice, the defaulting Party remains in breach.

20.2.9 Should either Party be prevented by a cause beyond its control from performing its obligations in terms of the Contract, it shall terminate the Contract and the Contractor suspend the Services without prejudice to the accrued rights that the Parties have against one another.

20.2.10 Should the Service Provider not comply with any of the obligations and conditions contained in the Contract, the Department may terminate the Contract within one-month written notice.

## 21. GENERAL OBLIGATIONS OF SERVICE PROVIDER

21.1 The Service Provider shall execute its obligations as contemplated in this Contract, which shall include, without limitation-

21.1.1 the fulfilment of, and/or perform all the Service Provider's obligations to the Department under this Contract within the time periods stipulated herein; and

21.1.2 the provision of all information, documentation and reports necessary to enable the Department to manage, evaluate and control the Contract effectively and efficiently.

21.2 Problem and negative trend identification. Should the Service Provider encounter any problem or identify any trend in the Services which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Department. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem.

21.3 Items required for the Services. Save as provided otherwise, the Service Provider shall supply all items required for the provision of the Services.

21.4 Diligence, skill, care and professionalism. The Service Provider shall exercise all reasonable diligence, with requisite skill, care and act in a professional manner in the execution of the Contract and the provision of the Services and shall not do anything that would discredit, dishonor, reflect adversely on or injure the reputation of the Department.

21.4.1 The Service Provider shall immediately inform the Department if it appears, in the light of information that has become available, and come to hand, that the Services require revision for whatsoever reason.

21.4.2 The Service Provider shall notify the Department immediately, if for any valid reason the Service Provider finds itself incapable of completing the Contract or provide the Services.

21.7 Meetings. The Service Provider shall attend all meetings aimed at monitoring the progress of the Services as reasonably required by the Department.

21.7.1 The Parties will meet monthly, on a date agreed by both Parties, to discuss matters relating to the Services, and it would include but not limited to the following items:

21.7.1.1 The execution of the requirements of this Contract;

21.7.1.2 Major and recurring complaints/Queries

21.7.1.3 Any changes that impact on the execution of the Services

21.8 The Service Provider shall promptly notify the Department of any information received by the Service Provider, which in the opinion of the Service Provider is likely to be of interest, use or benefit to the Department in relation to the Services or the Contract.

21.9 The Service Provider shall obtain and shall thereafter maintain all material licenses, permits, authorizations, approvals or clearances of any governmental authority that may be required in connection with the performance of its obligations hereunder.

21.10 The Service Provider shall furnish the Department, upon receipt of a written request, with any information or documentation relating to the Services.

## **22. CONFIDENTIAL INFORMATION**

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

22.2 Nature of Confidential Information. The Confidential Information of the disclosing party shall without limitation, include –

22.2.1 all software and associated material and documentation, including information contained therein;

22.2.2 all information relating to –

- 22.2.2.1 the disclosing party's past, present and future research and Development
- 22.2.2.2 the disclosing party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;
- 22.2.2.3 the terms and conditions of this Contract; and
- 22.2.2.4 the Department's data.

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

22.4 Receiving party's obligations with regard to Confidential Information. The receiving party agrees that in order to protect the proprietary interests of the disclosing party in its Confidential Information -

22.4.1 It will only make the Confidential Information available to those of its Personnel who are actively involved in the execution of this Contract;

22.4.2 it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorized disclosure and will take all practical steps to impress upon those Personnel who need to be given access to Confidential Information of the confidential nature of that information thereof;

22.4.3 subject to the right to make the Confidential Information available to their Personnel under clause 22.4.1 above, they will not at any time, whether during this Contract or thereafter, either use any Confidential Information of the disclosing Party or directly or indirectly disclose any Confidential Information of the disclosing Party to third parties without prior written consent of the disclosing Party;

22.4.4 all written instructions, drawings, notes, memoranda and records of whatever nature relating to the Confidential Information of the disclosing party which have or will come into possession of the

receiving party and its Personnel, will be, and will at all times remain, the sole and absolute property of such party and shall be promptly handed over to such party when no longer required for the purpose of this contract.

**22.5 Obligations in respect of Confidential Information upon termination.** Upon termination or expiry of this Contract, the receiving Party will deliver to the disclosing Party at the disclosing Party's choosing, destroy all originals and copies of the disclosing party's confidential information in its possession in physical and electronic format.

**22.6 Information not deemed confidential information.** The aforementioned obligations shall not apply to any information which –

22.6.1 is lawfully in the public domain at the time of disclosure;

22.6.2 subsequently and lawfully becomes part of the public domain by the publication or otherwise;

22.6.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information or;

22.6.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

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

**22.8 Severability.** The provisions of this clause 22 are severable from the rest of the provisions of this Contract and shall survive its termination and to be of full force and effect for a period of 10 (ten) years after the date of termination.

## **23. AUDIT ACCESS AND OPEN BOOK**

**23.1 Keep account records.** The Service Provider shall keep and operate a proper and efficient account system in the English language to reflect truly and fairly, and in conformity with generally accepted accounting practices (GAAP) consistently applied, the financial position and state of affairs of the Service Provider.

- 23.2 **Available for inspection.** The Service Provider shall maintain up-to-date accounting and other available for inspection, which will clearly identify the time and expense relating to the Services. The Department may, not later than 36 (thirty-six) months after the completion or termination of the services, after notice of not less than 30 (thirty) business days, require that officers of the appropriate Department of the Government of the Republic of South Africa or a reputable firm of accountants nominated by the Department, audit any amount claimed by the service provider by attending during normal working hours at the office where the records are maintained. Such records shall be maintained within the country.
- 23.3 **Access.** The service provider shall, in order to enable the Department to determine whether the provision of this contract is being complied with –
- 23.3.1 provide the Department with such information as it may reasonably require;
- 23.3.2 allow the Department to inspect and make copies of any document of the service provider relating to the services, including all data, information, procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence;
- 23.3.3 insofar as such information, media or personnel are concerned with the administration and provision of the services.
- 21.4 Where –
- 21.4.1 any information required for the inspection in terms of clause 20 is kept by means of a computer, the service provider shall give the Department such reasonable assistance as it requires to facilitate inspection and the making of copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information;
- 21.4.2 the service provider is required to provide information or allow the Department to inspect or make copies of any of any description, the service provider shall provide the information or, as the case may be, allow the Department to inspect and make copies of the items.
- 21.5 **Information to be provided in the specified form.** The service provider shall provide any information required by the Department, pursuant to this clause 21 in such form (including a form otherwise than in writing) as the Department may reasonably specify.

- 21.6 **Service provider to allow access to premises.** Where, pursuant to any provision contained in this clause 21 the service provider is required to allow the Department to inspect or make copies of any item of any description, the service provider shall allow the Department, or its authorized representatives such access to any premises of the service provider as is necessary to enable the Department to inspect or make copies of the items.
- 21.7 **The Department's rights where it suspects unlawful activity.** Notwithstanding the aforementioned, should the Department reasonably suspect any fraudulent or other unlawful activity by the service provider or its personnel, the Department, its inspectors or other authorized agents shall have the right of immediate access to all the records and sites of the service provider and the service provider agrees to provide reasonable assistance at all times during the currency of this contract or at any time thereafter.
- 21.8 **Cost of inspection and minimum interference.** The inspection contemplated in this clause 21 will be conducted –
- 21.8.1 during the service provider's business hours
- 21.8.2 with minimum interference in the provision of the services and the service provider's other operations.

## 22. **SERVICE PROVIDER'S WARRANTIES**

- 22.1 The Service Provider warrants that it possesses the requisite knowledge, skill, diligence, care and experience to provide the Services.

## 23. **CESSION**

- 23.1 The Service Provider shall cede any of its rights, or otherwise transfer the benefit or burden under this Contract, or any part thereof, with the prior written consent of the Department, which consent shall not be unreasonably withheld.

## 24. **DISPUTE RESOLUTION**

- 24.1 Dispute arising from the performance of the Services will be addressed by the Supervisor and the Project Manager and will be resolved it within the agreed timeframes.
- 24.2 Any disputes that cannot be resolved between the Parties will be referred to mediation/arbitration for resolution.

24.3 If the party receiving the notice to commence mediation/(arbitration as contemplated by 24.2 of this Contract) in terms of clause 27.2 of the GCC agrees to refer the dispute for mediation, it shall notify the other Party, and the parties shall proceed with mediation in the following manner:

24.3.1 the Parties shall, within twenty-one (21) days after receipt of the notice to proceed to mediation/arbitration in terms of clause 24 each nominate a mediator in writing who is or has been a judge or practicing advocate of not less than ten (10) years standing;

24.3.2 if the parties cannot agree on one mediator/arbitrator, either party may request the Law Society of South Africa ("LSSA") or the Arbitration Forum of Southern Africa (AFSA") to nominate a mediator/arbitrator within fourteen (14) days after such request;

24.3.3 the Parties shall commit themselves in every respect to the speedy finalization and amicable solution of the mediation proceedings;

24.3.4 any Party may furnish the mediator in advance with written documentation and information and may make the same available to the other Party;

24.3.5 the mediator shall establish and regulate procedures for the mediation so long as the parties continue to agree to participate in the mediation process;

24.3.6 the parties acknowledge that mediation is a voluntary process that may be terminated at any time by notice to the other;

24.3.7 the mediator shall give each party the opportunity to present its case by means of written and/or oral representations and to submit settlement alternatives, and the mediator shall aid the parties in reaching a mutually acceptable settlement;

24.3.8 the mediator shall record the settlement reached by the parties, if any, and request the parties to sign the draft settlement within three (3) days after a settlement has been reached and give a copy thereof to each party;

24.4.9 the parties shall pay the costs of the mediator in equal shares, unless the mediator orders one party to pay a larger share or the full amount;

24.4.10 the signed settlement shall be final and binding on both parties;

24.4.11 any information, documentation and material disclosed or made available to the mediator privately or in caucus will remain

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confidential and will not be disclosed by him or her or any party without the prior written consent of the disclosing party who made available such information, documentation or material;

24.4.12 mediation will take place on a confidential and "without prejudice" basis. The parties undertake that they will never subpoena any person who is a party to or who is involved in the mediation, including the mediator, for the purpose of giving evidence as to what took place during mediation;

24.4.13 the parties shall ensure that the confidentiality of the mediation process is assured.

24.5 **Inability to reach settlement.** If the parties are unable to reach a settlement within 60 (sixty) days, the mediator shall certify this in writing and either party may institute proceedings in the appropriate court for settlement of the dispute.

## 25. **WHOLE CONTRACT**

25.1 This Contract, GCC, Standard bidding documents, Terms of Reference and the proposal constitute the entire contract between the parties in respect of the subject matter hereof and neither party shall be bound by any undertakings, representations, warranties or promises not recorded in this contract. All and any prior agreements concluded between Parties on the same subject-matter shall be superseded by this Contract.

## 26. **WAIVER**

26.1 No latitude, extension of time or waiver of any terms and conditions of this contract will be binding or effectual for any purpose unless expressed in writing and signed by the party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## 27. **SEVERABILITY**

27.1 If any clause, provision or term of this Contract shall be held wholly or partly invalid, illegal or unenforceable for any reason whatsoever, then those clauses, provisions or terms shall be deemed severable from the remaining clauses, provisions or terms of this Contract and shall in no way affect validity, legality or enforceability of this contract. The Parties shall meet as

soon as possible and negotiate in good faith upon a replacement provision that is legally valid and that achieves as nearly as possible the objective of this Contract and produces an equivalent effect.

**28. GENERAL UNDERTAKING**

28.1 The Parties undertake to perform all such acts and take all such steps as may be necessary, incidental or conducive to give effect to the clauses, provisions, terms, conditions and import of this Contract.

28.2 All statements and representations made to and by the Parties are, to the best of the parties' knowledge, true and correct and either party shall advise the other party of any facts, matters or circumstances of which it may become aware, which could cause any such statement or representation to be false or misleading.

Signed on \_\_\_\_\_ day of \_\_\_\_\_ 2025 in  
\_\_\_\_\_

\_\_\_\_\_  
**FULL NAME & SIGNATURE (DEPT. OF TRANSPORT)**

WITNESSES:

1. \_\_\_\_\_  
**FULL NAME & SIGNATURE (DEPT. OF TRANSPORT)**

2. \_\_\_\_\_  
**FULL NAME & SIGNATURE (DEPT. OF TRANSPORT)**

Signed on \_\_\_\_\_ day of \_\_\_\_\_ 2026 in  
\_\_\_\_\_

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# ANNEXTURE D

## SUMMARY OF COMPANY & TEAM EXPERIENCE



## ANNEXURE D: INSTRUCTIONS

DOT/16/2025/CS

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

### 1. STRUCTURE OF THE TENDER

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

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

#### 2.1 *Tender submission format*

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

2.1.2 Bidders must complete all schedules

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

#### 2.2 *Input spreadsheets*

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

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

