



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

Provincial Office: East London. 3 Hill Street, East London, 5201
Tel: (043) 701 3000, www.labour.gov.za

EASTERN CAPE VERIFICATION DOCUMENTS FOR CLEANING SPECIFICATION: LECC 01/2023

FRONT COVER

Proposals must be compiled in the following manner:

All proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal:

Name of bidder	
Description of proposal	SUPPLY OF CLEANING FOR KOMANI LABOUR OFFICE AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR EASTERN CAPE
Office:	KOMANI LABOUR OFFICE
Bid / tender number; (EACH TENDER PER ENVELOPE WITH ONE REFERENCE/OFFICE)	LECC 01/2023
Closing date and time:	28th September 2023, 11H00
The name and address of the Bidder must be written on the front or back side of the proposal/envelope.	

Verification documents

To assist bidders to check that all required documents are included in the file.

ID	RETURNABLE DOCUMENTS	YES
1.	Invitation to bid (SBD1)	
2.	Signed CLEANING Special Bid Conditions	
3.	Signed CLEANING Specification	
4.	General Conditions of Contract	
5.	Valid Tax Clearance Certificate	
6.	Pricing Schedule Firm Price (SBD 3 DEL)	
7.	Detailed Pricing Schedule "SUMMARY DETAILED PRICING SCHEDULE" ATTACHED IN TENDER DOCUMENT	
8.	Declaration of Interest (NEW SBD 4)	
9.	Preferential Points Claim Form (SBD 6.1)	
10.	BBBEE Documents	
11.	Company Registration Documents	
12.	Public Liability Insurance Proof	
13.	Reference letters for work experience	
14.	Detailed project workplan. To include the process of disposing She Bins and Name of company to dispose SHE bins.	
15.	Provident fund for CLEANING or Proof of registration (Valid & Complied)	
16.	Bank Grading letter indicating the CODE, for example "A", "B", "C" or "D"	
17.	Letter of Good standing (Compensation Fund)	
19.	Name of Company that is collecting SHE Bins e.g. Quotation from the company or Letter of agreement should you be successful. Attach PROOF	
20.	Proof of Address. Proof of municipal water and lights not older than 3 months, a letter from municipal or lease agreement/title deed under the name of the company must be attached	
21.	CSD Report latest	



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DEPARTMENT OF EMPLOYMENT AND LABOUR: EASTERN CAPE

SPECIAL BID CONDITIONS – CLEANING FOR KOMANI LABOUR OFFICES

TO APPOINT SUPPLIERS FOR THE SUPPLY OF CLEANING FOR KOMANI LABOUR OFFICE TO THE DEPARTMENT OF EMPLOYMENT AND LABOUR: EASTERN CAPE FOR THE PERIOD OF 36 MONTHS

PERIOD: (3 - YEARS)

CLOSING DATE & TIME: 28TH SEPTEMBER 2023 11:00

VALIDITY: 90 DAYS

TENDER REFERENCE NUMBER:	LECC 01/2023
COMPULSORY BRIEFING SESSION DATE:	06 TH SEPTEMBER 2023, 10H00
OFFICE / LABOUR CENTRE:	KOMANI
DELIVERY/BRIEFING ADDRESS :	10 Robinson Road, Queenstown, 5320
CLOSING DATE & TIME:	28 TH SEPTEMBER 2023 11:00

A. CONDITIONS OF BID

1. CONDITIONS OF BID

1.1. DEPARTMENT OF EMPLOYMENT AND LABOUR EASTERN CAPE reserves the right to reject and /or disqualify any proposal:

- 1.1.1. Received without all the data and information requested.
- 1.1.2. That fails the Gate Keeping Criteria / Mandatory Documents
- 1.1.3. That fails to comply with the specification
- 1.1.4. That contains any information that is found to be incorrect or misleading in anyway
- 1.1.5. Such non-compliant bids shall be rejected without further evaluation, provided that Department of Employment and Labour, Eastern Cape Provincial Office believes, in its own discretion, that the non-compliance is minor then Department of Employment and Labour, Eastern Cape Provincial Office may continue with the evaluation, or Department of Employment and Labour Eastern Cape clarification thereon or reject the bid.

1.2. DEPARTMENT OF EMPLOYMENT AND LABOUR EASTERN CAPE reserves the right:

- 1.2.1.** Not to award or cancel this bid at any time and shall not be bound to accept the lowest or any bid
- 1.2.2.** To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders have been notified of their status as such
- 1.2.3.** To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the product bid for, whether before or after adjudication of the bid
- 1.2.4.** To award the contract to a Bidder whose bid was not the lowest in price
- 1.2.5.** To award the bid to a Bidder who is not the highest scoring Bidder
- 1.2.6.** Not to award the bid to a Bidder that poses a risk to the Department of Employment and Labour, as per the results from the State Security Agency.

1.3. No attempt may be made, whether directly or indirectly, to canvass any member of Department of Employment and Labour, Eastern Cape Provincial Office employees before the award of the contract. Any enquiries must be referred, in writing, to the specified persons

2. BID REQUIREMENTS

2.1. The responsibility and accountability for the supply of Cleaning services to various Labour offices will remain with the successful Bidder/s.

3. PRE-AWARD PRODUCT COMPLIANCE PROCEDURE

3.1. The following pre-award product compliance procedures will apply:

3.1.1. Standards/Specifications

3.1.1.1. The required Cleaning service must comply with specifications as stated in the bid document.

4. PRICE BASIS: FIXED PRICE

- 4.1. Bidders shall quote prices in South African Rand and Value Added Tax shall be included and shown separately.
- 4.2. Bidders shall quote on the basis indicated in the Pricing Schedule
- 4.3. Department of Employment and Labour, Eastern Cape Provincial Office requires an all-inclusive and fully transparent cost structure
- 4.4. Pricing of goods and services must be linked to the Specification.
- 4.5. SBD 3.1 DEL (**firm prices**) to be completed, Department of Employment and Labour, Eastern Cape Provincial Office. No price adjustment shall be requested during the contract period.
- 4.6. All quotes must be valid for 90 days from the closing date of the tender.

5. TAX CLEARANCE CERTIFICATE:

- 5.1. An original and valid Tax Clearance Certificate issued by the South African Revenue Services (SARS) must be submitted together with the bid at the closing date and time of the bid.
- 5.2. Copies and/or certified copies of the Tax Clearance Certificate will not be acceptable.

5.3. Failure to submit the original and Valid Tax Clearance Certificate at the closing date and time of the bid will results in the invalidation of the bid.

5.4. The successful bidder to ensure that the Tax Clearance Certificate is valid for the duration of the contract period OR

5.5. **In terms of National Treasury Instruction No.3 of 2014/2015**

5.5.1. Electronic Tax Compliance Status (TCS) system

5.5.2. As from 1 November 2014, the paper-based tax clearance certificates issued by SARS will be gradually phased out and replaced with an electronic Tax Compliance Status (TCS) system. This new system will allow for the online real-time verification of a person's tax compliance status.

5.5.3. Any person who require his or her tax compliance status disclosed to department, constitutional institution or public entity for purposes of submitting a bid or to confirm its good standing must request a unique CLEANING personal identification number (PIN) from SARS

6. COUNTER CONDITIONS

6.1. Bidder's attention is drawn to the fact that amendments to any of the Special Conditions by bidders may results in the invalidation of such bids.

7. EVALUATION CRITERIA /PROCESS:

7.1. The bid will be evaluated as follows:

7.2. Gate keeping criteria / Mandatory Required Documents

PHASE 1 EVALUATION

7.2.1. MANDATORY DOCUMENTS	Comply	Not Comply
Only bidders that have complied with the gatekeeping criteria / submitted all mandatory required documents will be evaluated for Price and BBBEE. <u>BELOW DOCUMENTS ATTACHED</u> -Letter of Good Standing (Compensation Fund) -Public Liability Insurance Proof -Reference letters for work experience -Bank Grading letter indicating the CODE, for example "A", "B", "C" or "D" -Detailed project workplan. To include the process of disposing She Bins and Name of company to dispose SHE bins. - ATTACH pricing schedule "CLEANING" indicating prices compliance with Government minimum wage (attached on tender document).		
Substantiate / Comments		

7.2.2. SPECIFICATION COMPLIANCE	Comply	Not Comply
-Bidders read, understood and accepted the Minimum requirements contract CLEANING specification. -Bidder signed the specification to accept terms.		

MINIMUM REQUIREMENT CONTRACT CLEANING SPECIFICATION		
Substantiate / Comments		

PHASE 2 EVALUATIONS (ONLY BIDDERS THAT COMPLIED WITH PHASE 1 OF THE EVALUATION WILL QUALIFY FOR PHASE 2 FOR TECHNICAL / PRODUCT SPECIFICATION COMPLIANCE):

7.3. COMPLIANCE TABLE

- 7.3.1.** Bidders to complete and sign their proposed CLEANING services minimum requirements. Not signing and accepting the minimum specification may disqualify the bidder.

7.4. PHASE 2 EVALUATIONS:

- 7.4.1.** (Only Bidders scoring 70 out of 100 and above on Functionality are eligible for further consideration)

Criteria	Weight
1. LOCALITY 1.1 Promotion of Enterprises located in a specific Local/Metro Municipality for service to be rendered in the Province. NB: Proof of Address (proof of municipal water and lights not older than 3 months, a letter from municipal or lease agreement/title deed under the name of the company must be attached)	20
1.2 Promotion of Enterprises located in a specific District municipality for service to be rendered in the Province. NB: Proof of Address (proof of municipal water and lights not older than 3 months, a letter from municipal or lease agreement/title deed under the name of the company must be attached)	10
2. Sustainability: the following documents to be attached as a proof: <ul style="list-style-type: none"> • Bank Grading letter • ATTACH pricing schedule "CLEANING" indicating prices compliance with Government minimum wage (attached on tender document). 	20
3. Detailed project workplan <ul style="list-style-type: none"> • Tabling daily activities shift rooster, occurrence register and other registers • Clock schedules • Supervisory activities • Time frame • List of equipment to be utilized • Name of Company that is collecting SHE Bins and how it will be collected and disposed. Proof of Company to be attached e.g. Quotation from the company or Letter of agreement should you be successful. • Attach proof of agreement with the company that should you be successful, bidder will use the company or attach Quotation. 	20

Checklist of all work to be done which will be signed by Department official and Service Provider to concur whether the service has been rendered accordingly and will also form part as a proof when submitting an invoice.	
4. Work Experience: -Years of relevant experience in the CLEANING industry (at least 5 years minimum) attach a stamped and signed proof of references/testimonials from the entities where service was rendered. = 30 -Years of relevant experience in the CLEANING industry (at least 3 years minimum) attach a stamped and signed proof of references/testimonials from the entities where service was rendered. = 20 -Years of relevant experience in the CLEANING industry (below 3 years) attach a stamped and signed proof of references/testimonials from the entities where service was rendered. = 10 NB: Relevant experience means experience in CLEANING services.	30

- **Shortlisted Bidders to undergo State Security Agency (SSA) verification.**
- **Shortlisted Bidders to undergo Department of Employment and labour's inspections in terms of labour laws.**
- **All the reports to be presented to Bid Adjudication committee. Bid Adjudication committee may disqualify the bidder should any of the above reports reflect non-compliance or pose a risk to the entity.**

7.5. PHASE 3 EVALUATIONS:

7.5.1. Only bidders that qualified in phase 2 of the evaluation will be considered for phase 3.

7.6. PRICING AND SPECIFIC GOALS

Criteria		Weight	Sub-criteria
Total Price (if bid is above R500k but below R50m)		80/100	Benchmark against lowest quote
Total Price (if bid is above R50m)		90/100	Benchmark against lowest quote
Specific Goal		20/100	Specific Goal
Goal	Points	Motivation	
Women	3	In recent years, the President announced that Government allocated budget ought to be channel to women owned businesses. Allocating 5 points to all the Departmental procurement will address this requirement.	
SMMEs	5	Promotion of businesses with an annual turnover of less than R10M	
HDI	4	Promotion of companies that are owned by historically disadvantaged individuals	
Disability	3	Granting opportunities to persons living with disability	
Locality	5	The locals ought to be given the first preference on procurement of goods and services happening in their area.	

- **Bidders are required to correctly fill up SBD 6.1 to substantiate their SPECIFIC GOAL claims.**

- A trust, consortium or joint venture must submit SBD 6.1 for all organisations involved to claim **SPECIFIC GOALS**.
- Failure on the part of a bidder to submit SBD 6.1 may result in specific goals points not claimed.
- Detailed information outlined in SBD 6.1
- **REPLACEMENT OF: The Preferential Procurement Regulations, 2017**
On 04 November 2022 The Minister of Finance has, in terms of section 5, read with section 2(1)(b)(i) and (ii) and 2(1)(c), of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), and with effect from 16 January 2023, made the regulations set out in the Schedule

8. PROPOSAL DOCUMENTS

- 8.1. Bidders responding to this bid are deemed to do so, on the basis that they acknowledge and accept all the Terms and Conditions of this bid.
- 8.2. No bids submitted by Facsimile, telegram, email will be considered. It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and time. Giving the bid to a courier prior to the Closing Date without actual receipt by Department of Employment and Labour, Eastern Cape Provincial Office before the Closing Date and Time will not excuse the late delivery of a bid.
- 8.3. All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.

8.4. Proposals must be compiled in the following manner:

- 8.4.1.** All proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal:
- 8.4.1.1. Name of bidder;
 - 8.4.1.2. Description of proposal;
 - 8.4.1.3. Bid / tender number; (EACH TENDER PER ENVELOPE WITH ONE REFERENCE/OFFICE)
 - 8.4.1.4. Closing date and time;
 - 8.4.1.5. The name and address of the Bidder must be written on the front or back side of the proposal/envelope.
 - 8.4.1.6. Tender documents to be submitted before closing date and time at Provincial Office: **East London. 3 Hill Street, East London, 5201**

9. CONSULTATION PRIOR TO SUBMISSION OF A PROPOSAL

- 9.1. Bidders shall consult, **in writing**, with the Department of Employment and Labour, Eastern Cape Provincial Office officials indicated below should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. Department of Employment and Labour, Eastern Cape Provincial Office undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

Officials	Location	Contact Details
Tsietsi Radebe	Tender documents/proposal to be deposited into Tender Box situated at the below address: Open 24 hours	(043) 701 3088 Tsietsi.radebe@labour.gov.za
Bongani Molose	Provincial Office: East London. 3 Hill Street, East London, 5201	(043) 701 3160 Bongani.Molose@labour.gov.za

10. CLARIFICATIONS

- 10.1 Bidders are encouraged to submit clarification questions in writing to Department of Employment and Labour, Eastern Cape Provincial Office officials mentioned above not **later than 13th SEPTEMBER 2023, 11H00**. No further questions will be entertained after this period.
- 10.2 The Department of Employment and Labour, Eastern Cape will respond in writing to queries and distribute to all bidders who attended the briefing session after receipt of questions.
- 10.3 Oral communication or instruction by Department of Employment and Labour, Eastern Cape Provincial Office or its representative shall have no standing in this bid unless and until they have been confirmed in writing.
- 10.4 Tender documents shall not be given to Security guards or employees of the Department of Employment and Labour. **All tender documents to be deposited in Tender box AT: Provincial Office: East London. 3 Hill Street, East London, 5201.**
- 10.5 **Bidders are encouraged to send their representatives to attend compulsory briefing sessions.. It is compulsory to sign attendance register at compulsory briefing session.**
- 10.6 **Successful supplier must not depend on Departmental monthly payment to pay salaries. Non-payment of monthly salaries to cleaners may results termination of contract.**
- 10.7 **Not signing SBD forms, special conditions and specification may results disqualification.**

11. **NB: !!! BRIEFING SESSION IS COMPULSORY**

Please note: Attendance of the briefing session is compulsory and proposals of prospective suppliers who did not attend the briefing will be disqualified in the adjudication of the bid. The briefing session will be held as per indicated on page 1 of Special conditions (above). It is compulsory to sign attendance register at compulsory briefing session.

Tender documents to be downloaded at E-Tender portal: www.etenders.gov.za and department of Employment and Labour website

Complete and sign when you submit the tender document:

This is to certify that I with Identity number

..... Company nameWill comply

With the special conditions of the Cleaning as stipulated.

SIGNED AT: ON THE DAY OF2023

.....
FOR THE CONTRACTOR (Signature)

.....
DATE

.....
WITNESS 1

.....
DATE

.....
WITNESS 2

.....
DATE



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

MINIMUM REQUIREMENT CONTRACT CLEANING SPECIFICATION

DEPARTMENT OF EMPLOYMENT AND LABOUR BUILDINGS:

KOMANI LABOUR CENTRE

QUANTITIES FOR KOMANI LABOUR CENTRE

EASTERN CAPE PROVINCE, DELIVERY ADDRESS:	
OFFICE NUMBER 1 OF 1	
TENDER REFERENCE NUMBER:	LECC 01/2023
OFFICE / LABOUR CENTRE:	KOMANI
DELIVERY ADDRESS:	10 Robinson Road, Queenstown, 5320
NUMBER OF REQUIRED CLEANER(S)	
MAIN OFFICE: KOMANI NUMBER OF DAY CLEANER(S) SATELLITE OFFICE: COFIMVABA SATELLITE OFFICE: CALA	02 X CLEANER(S), HOURS: 07H30 TO 16H00, MONDAY TO FRIDAY 01 X CLEANER(S), HOURS: 07H30 TO 12H00, TWICE A WEEK 01 X CLEANER(S), HOURS: 07H30 TO 12H00, ONCE A WEEK
ONCE OFF CLEANING EQUIPMENT AND INSTALLATION, MAIN OFFICE ONLY NB: Equipment remains the property of Department of Employment and Labour after contract end. .	
Steel Foam Hand Soap Dispensers X 05 Steel Paper Towel Dispenser X 05 Steel Toilet roll dispenser (2 capacity) x 05	She Bins (Services weekly) X 05 Plastic Disposing Bin X 05
CLEANING MATERIAL NB: Material to be supplied monthly for 36 months by Successful bidder	
Handy Andy 5ltr x 1 Dish washing liquid 5ltr x 1 Thick bleach 5ltr x 1 Tile cleaner 5ltr x 1 Air fresheners(Refills) 215 ml x12 Hand soaps(Refills) 10 ltr x 1 Kim dry towels 2ply,2000 sheets,240mm x 325mm x 1	Furniture polish 500ml x 12 Toilet cleaner (blocks) x 100 Toilet papers 2 ply, 500 sheets x 200 rolls Window cleaner 10 ltr x 1 Carpet cleaner (liquid) 5 ltr x 1 Floor polish 5 ltr x 1 Urinal blocks x 50 blocks Pine gel 5 ltr x 1

DEPARTMENT OF EMPLOYMENT AND LABOUR

SPECIFICATION FOR CLEANING SERVICES TO BE RENDERED FOR A PERIOD OF THREE YEARS

1. SCOPE OF CLEANING FOR KOMANI LABOUR CENTRE

Prospective tenderer shall visit the site compulsory site briefing. A compulsory site meeting will be held at the offices of the Department of Employment and Labour.

The bidder must submit together with his/her bid document a complete work plan in which amongst others, the following should be indicated:

- 1.1 The number of cleaner (s) that will be employed
- 1.2 The number of supervisor (s) that will be employed
- 1.3 The work method that will be followed for the execution of the contract
- 1.4 Indicate what the different cycles for the execution of the work will be
- 1.5 Company that is collecting SHE Bins and how it will be collected

1. COMPLIANCE WITH ACTS AND REGULATIONS

The contractor must comply with all acts and regulations applicable to cleaning services.

- Bidders must be registered with the Unemployment Insurance Fund and the Compensation Fund. Bidders must also comply with any applicable Wage Order/Determination or agreement, in terms of the Labour Relations Act or Wage Act.
- Minimum wage compliance.

PLEASE NOTE: Government Gazette No.41326 of 15 December 2017, Cleaning Services Trade: Amendment Order is applicable.

2. CLEANING MATERIAL AND EQUIPMENT

- Contractor shall provide all equipment and cleaning material of good and acceptable quality for the rendering of the service (SABS APPROVED).
- Each cleaner to have extendable Window glass cleaner, Mop, Broom, bucket, cloths, gloves and feather duster that will remain the property of

the supplier and must be replaced by the supplier till the end of the contract.

- Cleaning equipment to be provided by the supplier and remains the property of supplier. Cleaning equipment: vacuum cleaner (Hoover).
- Below cleaning equipment to be supplied by successful bidder once in 36 Months. Successful bidder to include the costs of once off equipment in monthly payment and grand total. Quantity for Equipment per Labour centre is indicated on annexure "A". Equipment must be supplied at the start of contract.

Steel Foam Hand Soap Dispensers Steel Paper Towel Dispenser Steel Toilet roll dispenser (2 capacity)	She Bins (Services weekly) Plastic Disposing Bin
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- Below cleaning material to be supplied by successful bidder monthly for 36 Months. Successful bidder to include the costs of material in monthly payment and grand total. Quantity for material per Labour Centre is indicated on PAGE 2. (PAGE 2 FOR QUANTITIES)

Handy Andy 5ltr Dish washing liquid 5ltr Thick bleach 5ltr Tile cleaner 5ltr Air fresheners(Refills) 215 ml Hand soaps(Refills) 10 ltr Kim dry towels 2ply,2000 sheets,240mm x 325mm	Furniture polish 500ml Toilet cleaner (blocks) Toilet papers 2 ply, 500 sheets Window cleaner 10 ltr Carpet cleaner (liquid) 5 ltr Floor polish 5 ltr Urinal blocks x 200 blocks Pine gel 7 ltr
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3. PLASTIC REFUSE BAGS

Plastic refuse bags, if needed for the service, shall be supplied by the contractor at their cost and waste paper shall be placed in bags supplied by the Department, separate from other garbage and may not be removed without permission.

4. BUILDING ENTRANCE(S)

- Glass doors shall be washed daily, wooden doors dusted inside and outside daily and doorknobs and handles shall be wiped daily with a damp cloth (if made of copper/chrome should be buffed fortnightly).
- All floor areas without carpets shall be swept, mop with a water and detergent mixture to remove all the dirt and stickiness daily and buffed weekly.(Contractor must provide warning signs)
- All carpeted areas shall be vacuumed thoroughly weekly and on request and Steam clean all carpets at least six months (**care must be taken not to let the carpets shrink or be damaged in anyway for the Office**)

5. STAIRCASES

- Staircases shall be swept and wiped with a damp cloth daily
- Surrounding walls and hand railings must be washed when dirty
- Hand rails made of copper or chrome must be polished weekly
- Hand rails made of wood must be wiped with a damp cloth daily and polished fortnightly.

6. PARKING AREAS, FRONT ENTRANCE AND PAVING

- Parking areas, paving shall be swept daily and washed with water and detergent quarterly. All garbage must be removed ± 2m away from the parameters of the Departments parameters.
- Waste receptacles shall be emptied and garbage bags replaced, as necessary, but weekly at a minimum and cleaned monthly

7. COUNTER(S)

Security/Office counter tops shall be cleaned and buffed daily

8. FURNITURE

Dusting of cabinets, pedestals, filling cabinets, cupboards, book cases, coffee tables, desk and other furniture and notice boards up to 2m heights and buffed weekly.

9. She Bins (Services Fortnightly)

Successful Bidder to enter into contract with Professional SHE Bins disposal contractor to service SHE Bins every Fortnight.

10. CONFERENCE/TRAINING ROOM(S)

The cleaning of these areas shall be arranged with the occupiers' responsible officials.

11. RADIOS, COMPUTER EQUIPMENT, TELEVISIONS, VIDEO EQUIPMENT, FAX MACHINES, RECORDING, PHOTOCOPIER, SHREDDING AND FRANKING EQUIPMENT

Must be cleaned on request, or monthly, but always with the authority of the occupant.

12. CLEANING OF CHAIRS

- All fabric covered seating shall be vacuum cleaning quarterly and washed with water and approved detergent

- Steel/Plastic shall be washed when necessary

13. TELEPHONE INSTRUMENTS

- Dust daily and wash with damp cloth when dirty.

14. WATER BOTTLES AND AQUACOOLEDERS

- Shall be refilled twice a day
- Shall be cleaned monthly with approved germicide

15. KITCHEN

- Kitchen unit top and sinks shall be cleaned daily
- Garbage bags in trash containers shall be replaced daily
- Floor shall be swept and damp mopped daily
- Refrigerator shall be cleaned inside monthly and outside weekly
- Micro wave shall be cleaned outside weekly and inside when needed
- Kitchen unit inside shall be cleaned monthly

16. VERTICAL BLINDS

Venetian blinds shall be washed with water and an approved detergent annually.

17. WINDOWS AND LIGHTING

Cleaning of windows and light fixtures shall be cleaned quarterly

18. WALLS

Walls must be washed once a year and when necessary with a recognized soap that will not damage the surfaces.

19. TOILETS ON THE PREMISES

- Shall be swept, cleaned/scrubbed, build up with non slip polish (**contractor must provide warning signs**) twice a day
- Washroom walls shall be cleaned monthly
- Toilet bowls, toilet seats inside and outside sinks and urinals shall be cleaned and sanitized using a germicidal cleaner twice a day
- Replenished as required **including fragrance aerosols, Kim dryer and hand soaps, 2 plier Toilet paper, she-bins**
- She-bins shall be serviced fortnightly

20. STORE ROOMS, SECURITY GUARDS CUBICLES AND WATER TOWERS

The cleaning of these areas shall be arranged with the occupiers' responsible officials.

21.COMPUTER ROOMS

Computer rooms shall be cleaned in such a way that dust do not rise or accumulate on apparatus during cleaning. Specific arrangements in this regard must be made with the occupants as entrance to computer rooms is usually prohibited.

22.DEPLOYMENT OF CONTRACTOR'S PERSONNEL

- All Contractor's personnel engaged in cleaning service shall present a clean, neat and orderly appearance at all times and shall wear an identification card.
- Contractor's personnel shall at all times be carefully cautioned and supervised to prevent their disturbing any machine, equipment etc., as this can be dangerous as well as disruptive.
- Cleaners from time to time must be supervised to ensure smooth running.

23.SUPERVISION

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

24.SECURITY IDENTIFICATION

- The contractor must supply each employee with a photo identification card. The card must have the following information:
 - a) The name of the firm (contractor)
 - b) Name of the employee
 - c) Identity number of the employee
 - d) Signature of the employee
- Contractor's personnel shall check in with the Security when entering and exiting the building.
- The card must be worn so as to be visible at all times whilst on the premises of the Department. The contractor must have sufficient control over the permits to prevent any unauthorized use of thereof. A list of names of all employees, who are to be employed on this contract, as well as their replacements, must be furnished beforehand.
- At no time may the contractor or his/her affiliates give any information with regard to any State activities to the public or news media.

25.SECURITY SCREENING

All directors including employees will be subjected to security screening and they shall sign an oath of secrecy. Screening done by **State Security Agency**.
26. HOURS OF WORK

- Cleaning in the building shall be carried out for five (5) working days Monday to Friday. Such work shall be performed during working hours 07:30 : 16:00 and 1 hour lunch break
- **Cleaning services shall not be required on holidays.**

27. WASHING OF DEPARTMENTAL CARS

- Cleaner(s) to clean and wash the departmental vehicles every Wednesday.
- Department of Employment and Labour to provide cleaning and washing material for washing of cars.

NB: Note that a successful bidder will be in probation of 12 month after the award of the contract if non compliance has been detected within that period the contract will be terminated with immediate effect.

The Bid is valid for a period of three years and the Department retains the right to terminate the contract once it has been identified that the bidder is not delivering according to specification and service level agreement.

This is to certify that I with
Identity number Company name
.....Will comply with the terms
and conditions of the Cleaning specification as stipulated.

SIGNED AT: ON THE
DAY OF.....2023

.....

FOR THE CONTRACTOR (signature) DATE

.....

WITNESS: 1 **DATE**

.....

WITNESS: 2 **DATE**

Please sign here last page to accept terms.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DEPARTMENT OF EMPLOYMENT AND LABOUR)							
BID NUMBER:	LECC 01 /2023	CLOSING DATE:	28 TH SEPTEMBER 2023	CLOSING TIME:	11H00		
DESCRIPTION	SUPPLY OF CLEANING FOR KOMANI LABOUR OFFICES AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR EASTERN CAPE.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
THE DEPARTMENT OF EMPLOYMENT AND LABOUR EASTERN CAPE: PROVINCIAL OFFICE							
3 HILL STREET							
EAST LONDON							
5201							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Tsietse Radebe			CONTACT PERSON	Bongani Molose		
TELEPHONE NUMBER	(043) 701 3088			TELEPHONE NUMBER	(043) 701 3160		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Tsietsi.radebe@labour.gov.za			E-MAIL ADDRESS	Bongani.Molose@labour.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
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 THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>PREFERENTIAL PROCUREMENT REGULATIONS, 2022</p> <p>ON 04 NOVEMBER 2022 THE MINISTER OF FINANCE HAS, IN TERMS OF SECTION 5, READ WITH SECTION 2(1)(B)(I) AND (II) AND 2(1)(C), OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO. 5 OF 2000), AND WITH EFFECT FROM 16 JANUARY 2023, MADE THE REGULATIONS SET OUT IN THE SCHEDULE</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE – FIRM PRICES (CLEANING SERVICES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

BIDDERS TO TAKE INTO CONSIDERATION PRICE ESCALATION FOR THE PERIOD OF 36 MONTHS (ENTIRE PERIOD OF CONTRACT).

Name of Bidder.....Bid number: LECC _01_/2023.....

Closing Time 11:00 Closing date: 28/09/2023.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-------------	----------	-------------	--

1. Required by:
2. At:
3. Bidders are required to indicate a total price based on the total Contract period and including all expenses inclusive of all Applicable taxes for the service. R.....
4. **Grand Total for 36 Months (Including tax)** R.....
5. Does the offer comply with the specification(s)? YES/NO
6. Period required for commencement with project after acceptance of bid
7. Are the rates quoted firm for the full contract? *YES/NO

PRICING ANNUAL BREAKDOWN AS FOLLOWS:

Year 1 R.....

Year 2 R.....

Year 3 R.....

GRAND TOTAL INCLUDING VAT R.....

"All applicable taxes" includes value-added tax as you earn , income tax, unemployment insurance fund contributions. ALL COST INCLUDED, MONTHLY CLEANING MATERIAL AND ONCE OFF EQUIPMENT, LABOUR FOR CLEANERS

A BIDDER TO TAKE INTO CONSIDERATION PRICE ESCALATION. PRICES ARE FIRM AND NO PRICE ADJUSTMENT MAY BE ALLOWED.

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

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

- Index..... Dated..... Index..... Dated..... Index..... Dated.....
- Index..... Dated..... Index..... Dated..... Index..... Dated.....

- [illegible]

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

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)
Women	N/A	5	N/A	
SMMEs	N/A	6	N/A	
HDI	N/A	4	N/A	
Disability	N/A	3	N/A	
Locality	N/A	2	N/A	
TOTAL:			20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

Provincial Office: East London. 3 Hill Street, East London, 5201

Tel: (043) 701 3000, www.labour.gov.za

PRICING SCHEDULE "CLEANING"

SUMMARY DETAILED PRICING SCHEDULE

LABOUR CENTRE:		BID: LECC/2023	
	ITEM	AMOUNT	
1	BASIC MONTHLY SALARY PER CLEANER	R	
2	LEAVE PAY rate per hour	R	
3	SICK LEAVE rate per hour	R	
4	ANNUAL BONUS	R	
5	ANY OTHER ALLOWANCES (SPECIFY)	R	
6		R	
7		R	
10	PROVIDENT FUND	RATE WILL BE AS PER FUND	
11	COMPENSATION FUND	RATE WILL BE AS PER CF	
12	UIF (1%+1%)	RATE WILL BE AS PER UIF	
13	ANY OTHER EXPENDITURE (SPECIFY)	R	
14		R	
15	MONTHLY BID PRICE (GRAND TOTAL / 36 MONTHS)	R	
16	ONCE OFF EQUIPMENT TO BE SUPPLIED BY SUCCESSFUL BIDDER, REFFER ANNEXURE "A" FOR QUANTITY PER LABOUR	Monthly	For 36 Months (Monthly x 36)
	ONCE OFF CLEANING EQUIPMENT AND INSTALLATION E.G. Dispensers, Air Towel, Wall Disposing Bin, Must be included in Monthly Bid Price/fees, added to grand total and supplied at the start of contract.	R_____	R_____
17	MONTHLY MATERIAL TO BE SUPPLIED BY SUCCESSFUL BIDDER, REFFER ANNEXURE "A" FOR QUANTITY PER LABOUR	Monthly	For 36 Months (Monthly x 36)
	MONTHLY MATERIAL, Must be included in Monthly Bid Price/fees and added to grand total.	R_____	R_____
18	She Bins (Services Fortnightly)	R	
19	TOTAL OVERHEADS	R	
20	TOTAL BID PRICE YEAR 1 (ALL COST INCLUDED, TAXES, MONTHLY CLEANING MATERIAL AND ONCE OFF EQUIPMENT, LABOUR FOR CLEANERS)	R	
21	TOTAL BID PRICE YEAR 2 (ALL COST INCLUDED, TAXES, MONTHLY CLEANING MATERIAL AND ONCE OFF EQUIPMENT, LABOUR FOR CLEANERS)	R	
22	TOTAL BID PRICE YEAR 3 (ALL COST INCLUDED, TAXES, MONTHLY CLEANING MATERIAL AND ONCE OFF EQUIPMENT, LABOUR FOR CLEANERS)	R	
23	GRAND TOTAL BID PRICE (FOR 3 YEARS, ALL COST INCLUDED, TAXES, MONTHLY CLEANING MATERIAL AND ONCE OFF EQUIPMENT, LABOUR FOR CLEANERS)	R	

Signature:

Name of bidder:.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>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).</p> <p>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.</p>

- 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.