

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	EDET 277/2022	CLOSING DATE:	30 AUGUST 2022	CLOSING TIME:	11:00
DESCRIPTION	Appointment of a service provider for cleaning services of physical facilities at Head office, Wellness offices, and Environmental Affairs building for a period of 36 months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
19 BICCARD STREET (SILVER TENDER BOX) DEPARTMENT OF ECONOMIC, DEVELOPMENT, ENVIRONMENT AND TOURISM POLOKWANE 0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MMOLA K.O		CONTACT PERSON	RAMAVHOYA M	
TELEPHONE NUMBER	015 293 8852/067 414 3134		TELEPHONE NUMBER	015 293 6828/082 562 4882	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mmolako@ledet.gov.za		E-MAIL ADDRESS	RamavhoyaM@ledet.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] ☐ Yes ☐ No				[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number EDET 277/2022
Closing Time 11:00	Closing date : 30 August 2022

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY	** (ALL
APPLICABLE TAXES INCLUDED)				
Price.....				
APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING SERVICES OF PHYSICAL FACILITIES AT HEAD OFFICE, WELLNESS OFFICES, AND ENVIRONMENTAL AFFAIRS BUILDING FOR A PERIOD OF 36 MONTHS.				

- Required by:
- At:
.....
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

Signature.....

Date.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES	
1.	
2.	

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	
ADDRESS	
	
	



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

BID DOCUMENT AND SPECIFICATION

**APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING
SERVICES OF PHYSICAL FACILITIES AT HEAD OFFICE,
WELLNESS OFFICES, AND ENVIRONMENTAL AFFAIRS BUILDING
FOR A PERIOD OF 36 MONTHS**

CORPORATE SERVICES
Logistical Support Services.

THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM

CLEANING SERVICES SPECIFICATIONS

1. INVITATION

The Limpopo Department of Economic Development, Environment and Tourism (herein referred to as LEDET) intends to appoint a service provider with suitable experience and expertise to render cleaning services of physical facilities.

2. CONTRACT PERIOD

The contract arising from this bid shall be valid for a period of thirty-six (36) months.

3. OBJECTIVE

The main objective of this project is to provide a working environment that is safe and without risk to the health of clients and staff.

4. BACKGROUND

- 4.1. Cleanliness and healthiness is a priority issue for LEDET, important both in terms of the safety and well-being of clients and staff, of the resources consumed and utilized to ensure potentially avoidable infections. Cleaning services is an essential part of the multidisciplinary approach in improving staff and public safety. For prevention and control of infection to work effectively, critical activities such as cleaning and hand hygiene have to be embedded into everyday practice.
- 4.2. One of the immediate priorities for the Logistical Support Services is to ensure that the physical environment of the department is kept in a habitable and acceptable level through the provision of cleaning services that meets the required cleanliness good practice and standards. The intention is to provide and maintain the required levels of cleanliness in the offices and public areas. The specification also looks at the frequency of cleaning tasks, staff input to cleaning and monitoring, management arrangements and the application of policies and procedures. The management monitoring and review will incorporate a baseline assessment of compliance with the health and safety standards for cleaning services and a review of cleanliness levels observed in the offices.
- 4.3. This bid is for the cleaning services of physical facilities of Economic Development, Environment and Tourism, at the following addresses:
 - a) Site 1: Head Office - Evridiki Towers, 19 Biccard Street/20 Hans Van Rensburg Street, Polokwane
 - b) Site 2: Environmental Affairs Building - Cnr. Suid & Dorp Street, Polokwane
 - c) Site 3: Wellness Offices - 16 Biccard Street, Polokwane

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT.

5. SCOPE OF WORK

5.1 CLEANING AREAS PER SITE

5.1.1. Site 1: Head Office - Evridiki Towers, 19 Biccard Street/20 Hans Van Rensburg Street, Polokwane

Cleaning Areas at Evridiki Towers

20 Hans Van Rensburg street = 3762,35m²

19 Biccard street = 5067 m²

Total Floor Area = 8829,35m²

Number of cleaners = 18 (17 cleaners + 1 supervisor)

5.1.1.1. Floor area (20 Hans Van Rensburg)

- a. Size of location as per scale floor plans = **3762,35m²**
- b. One (1) cleaner is expected to clean 500m²
- c. Total Number of Cleaners required = 8
- d. Number of days of cleaning will be the maximum 23 days every month
- e. Number of floors: 4
- f. Number of offices per floor:

Ground floor:

- 1 office and open reception area
- 1 Kitchen
- 2 Toilets

1st floor:

- 48 offices and one boardroom
- 2 kitchens
- 8 Toilets and 2 urinals

2nd floor:

- 57 offices and one boardroom
- 2 Kitchens
- 8 Toilets and 2 urinals

3rd floor:

- 25 offices and one boardroom
- 1 kitchen
- 8 Toilets and 2 urinals
- 1 Reception area

Additional areas:

- Foyers = 2
- Lift = 1
- Staircase = 3
- Strong rooms = 3
- Server rooms = 1
- Passages = 2 main passages per floor
- Entrance = 1

5.1.1.2 Floor area: 19 Biccard Street

- a. Size of location as per scale floor plans = 5067m²
- b. One cleaner is expected to clean 500m²
- c. Total Number of Cleaners = 10
- d. Number of days of cleaning will be the maximum 23 days every month
- e. Number of floors: 4
- f. Number of offices per floor:-

Ground Floor

- 1 Consumer court
- 1 Revenue office
- 1 Reception office and open reception area
- 2 toilets and 1 urinal
- Open Center Entrance

1st Floor

- 64 Offices
- 8 Toilets and four urinals
- 2 Kitchens
- 2 Cleaners room

2nd Floor

- 61 Offices
- 10 Toilets and four urinals
- 2 Kitchen
- 2 Cleaners room

3rd Floor

- 68 offices
- 10 Toilets plus 4 urinals
- 2 Cleaners rooms
- 2 Kitchens

Additional areas:

- Canteen = 1
- Lift = 3
- Staircase = 3
- Strong rooms = 3
- Server rooms = 1
- Passages = 2 main passages per floor
- Entrance = 1

5.1.2. TASK DESCRIPTION FOR HEAD OFFICE , EVRIDIKI TOWERS 19 BICCARD AND 20 HANS VAN RESNBURG STREETS

In order to meet the minimum level of cleanliness required the bidder has to meet the indicated frequencies of the services in accordance with the following:

No.	DESCRIPTION	FREQUENCY	COMPLY: YES/NO	REMARKS
1.	Hard Floors			
1.1	Remove wastage / sweep	Once per day and when required		
1.2	Mop sweep or suction	Daily		
1.3	Suction clean	Daily		
1.4	Damp mop	Daily		
1.5	Spot mop	Frequently when need arises		
1.7	Scrub	Daily		
1.8	Polish/Wax	Once per week		
1.9	Strip/re-store	As required		
1.10.	Manual Scrub	Daily		
1.11	Suction dry	Daily		
2.	Soft Floors /Passages			
2.1	Remove wastage / sweep	Twice per day and when need arises		

No.	DESCRIPTION	FREQUENCY	COMPLY: YES/NO	REMARKS
2.2	Suction clean	Daily		
2.3	Spillage/stain removal	As required		
2.4.	Offices With Carpets			
24.1	Vacuum cleaning	Once per week and when required		
3.	Kitchen- Toilets - sinks - basins - taps and fixtures			
3.1	Removal of waste	Twice per day		
3.2	Wash bins	Once per day and when required		
3.3	Sweep and mop floors	Once per day and when required		
3.4	- Toilets are to be cleaned early in the morning and immediately after lunch time every day, wash and wipe with antiseptic soap and water, wash urinals daily with antiseptic and fill with mothballs, wash and dry toilet seats, taps and basins daily - Toilets to be regularly checked throughout the day. - Ensure that adequate toilet paper, soap and paper towels/ hand towels-rolls are available in each toilet. N.B. Toilet papers should be soft and according to SABS	Daily		
3.5	Spot clean vertical surfaces	Once per week		
3.6	Wash cubicle walls	Once per week		
3.7	Damp wipe hand contact points	Once per day and when required		
3.8	Damp wipe mirrors	Once per day and when required		
3.9	Damp wipe dispensers	Daily		
3.10	Check and replenish consumables	Twice a day		
4.	Furniture			

No.	DESCRIPTION	FREQUENCY	COMPLY: YES/NO	REMARKS
4.1	Furniture to be wiped	Daily		
4.2	Polish wooden furniture should be polished with a furniture polish and should be SABS approved.	Twice per week		
4.3	Clean counters	Daily		
4.4	Wipe open shelves	Daily		
5.	Low level surfaces			
5.1	Damp clean	Daily		
6.	High level surfaces			
6.1	Clean ledges, pipes, direction signs	Twice per week		
7.	Telephones/Office Equipments			
7.1	Wipe with a clean cloth with suitable diluted antiseptic solution.	Daily		
8.	Inside walls			
8.1	Remove spot and fingerprints on walls, electric switches, etc.	Once per week and when required		
8.2	Damp- wash wall tile in kitchens and toilets	Daily		
	Polish window sills	Once per week		
9	Soap and towels			
9.1	Replenish supplies	Twice per day and as required		
10	Refuse			
10.1	Collect and dispose	Twice per day		
10.2	Clean holders/containers	Twice per day		
10.3	Replace disposable liners/containers	Once per day and when it is required.		
11	Traffic Areas			
11.1	Removal of waste	Twice per day and when required		

No.	DESCRIPTION	FREQUENCY	COMPLY: YES/NO	REMARKS
11.2	Damp wipe bins	Twice per day and when required		
11.3	Clean lifts	Three times a day and when required		
11.4	Spot vacuum carpets	When required		
11.5	Fully vacuum carpets	Once per week and when required		
11.6	Spot mop hard floors	Daily and when required		
11.7	Spray clean / full mop hard floors	Daily and when required		
11.8	Spot clean vertical surfaces	Three times a day and when required		
11.9	Spot wipe fixtures and fittings	Daily		
11.10	- Wear appropriate PPE (heavy duty gloves; closed shoes; cloth face mask) - First clean all surfaces including floors with soap and water - Clean from the least soiled areas, to dirtiest areas - Floors are cleaned last in a systematic manner, using an S-shape, to avoid missing areas - Following cleaning, environmental surfaces are wiped, NOT sprayed with disinfectant - Allow contact time of not less than 10 minutes after disinfection surfaces - Discard all unused cleaning solutions This routine must be conducted every three to four hours	Daily, every hour		
12.	Fridges and microwave ovens			
12.1	Clean fridges and microwave ovens	Daily and when required		
	Major cleaning for fridges	Once a month and when required		

No.	DESCRIPTION	FREQUENCY	COMPLY: YES/NO	REMARKS
13	Wooden and glass doors			
13.1	Remove dirty spot on wooden and metals	When required		
13.2	Dust, wash, damp wash to maintain a high degree of neatness	Once a day		
14.	Stairs			
14.1	Sweep and wipe hand rails, wash when sticky and dirty-ongoing	Three times a day		
15.	Foyers			
15.1	Sweep and mop thoroughly	Daily		
15.2	Interior Windows Wash	When required		
16.	Boardrooms/Conference rooms			
16.1	Vacuum and polish	Twice per week and when require		
16.2	Damp wash and dust	Twice per week and when require		
16.3	Ensure conferences are cleaned before and after meetings.	Twice per week and when require		
17.	Server and computer Rooms			
17.1	Clean in such a manner that dust does not move upwards in the air and collected on the equipment's.	When required		

5.2. **Site 2: Environmental Affairs Building at Corner Suid and Dorp Street, Polokwane**

5.2.1. **Cleaning Areas Floor area (Corner Suid and Dorp Streets)**

- a. Total size of the area to be cleaned is 2186m²
- b. One cleaner is expected to clean 500m²
- c. Total number of cleaners needed: 5 (4 Cleaners + 1 Supervisor)
- d. Number of days of cleaning will be the maximum of 23 days every month
- e. Number of floors: 2 blocks only ground floors
- f. Number of offices per floor:-

○ **BLOCK B**

- 15 x Offices
- 1 x reception
- 4 x Toilets
- 1 x Kitchen

○ **BLOCK C**

- 18 X Offices and one boardroom
- 1 x Kitchen
- 4 x Toilet and 2 Urinals
- 1 x Reception area

○ **OTHERS**

- Strong Rooms = 3
- Server rooms = 1
- Entrance = 1
- Map Room

5.2.2. TASK DESCRIPTION FOR ENVIRONMENTAL AFFAIRS BUILDING, CNR. SUID & DORP STREET

In order to meet the minimum level of cleanliness required the bidder has to meet the indicated frequencies of the services in accordance with OHS requirements.

No.	DESCRIPTION	FREQUENCY	COMPLY: YES/NO	REMARKS
1.	Hard Floors			
1.1	Remove wastage / sweep	Once per day and when required		
1.2	Mop sweep or suction	Daily		
OR				
1.3	Suction clean	Daily		
1.4	Damp mop	Daily		
1.5	Spot mop	Frequently when need arises		
1.6	Scrub	Daily		
1.7	Polish/Wax	Once per week		

No.	DESCRIPTION	FREQUENCY	COMPLY: YES/NO	REMARKS
1.8	Strip/re-store	As required		
1.9	Manual Scrub	Daily		
1.10	Suction dry	Daily		
2.	Soft Floors			
2.1	Remove wastage / sweep	Daily		
2.2	Suction clean	Daily		
2.3	Spillage/stain removal	As required		
3.	Offices With Carpets			
3.1	Vacuum cleaning	Once per week and required		
4.	Kitchen- Toilets - sinks - basins - taps and fixtures			
4.1	Removal of waste	Twice per day		
4.2	Wash bins	Once per day and when required		
4.3	Sweep and mop floors	Once per day and when required		
4.4	- Toilets are to be cleaned early in the morning and again at lunch time every day, wash and wipe with antiseptic soap and water, wash urinals daily with antiseptic and fill with mothballs, wash and dry toilet seats, taps and basins daily - Ensure that adequate toilet paper, soap and paper towels/ hand towels-rolls are available in each toilet. N.B. Toilet papers should be soft and according to SABS.	Daily and when required		
4.5	Spot clean vertical surfaces	Once per week		
4.6	Wash cubicle walls	Once per week		

No.	DESCRIPTION	FREQUENCY	COMPLY: YES/NO	REMARKS
4.7	Damp wipe hand contact points	Once per day and when required		
4.8	Damp wipe mirrors	Once per day and when required		
4.9	Damp wipe dispensers	Daily		
4.10	Check and replenish consumables	Twice a day		
5.	Furniture			
5.1	Remove dirty stuff from desks and other furniture appropriately	Daily		
5.2	Polish wooden furniture everywhere with an approved polish, such polish should not be greasy, and should not come off on anything it comes into contact with after it has been polished.	Once per week		
5.3	Clean counters	Daily		
5.4	Wipe open shelves	Daily		
6.	Low level surfaces			
6.1	Damp clean	Daily		
7.	High level surfaces			
7.1	Clean ledges, pipes, direction signs	Twice per week		
8.	Telephones/ Office Equipments			
8.1	Wipe with a damp cloth with suitably diluted disinfectant.	Daily		
9.	Inside walls			
9.1	Remove spot and fingerprints on walls, electric switches, etc	Once per week and when is required		
9.2	- Damp- wash wall tile in kitchens and toilets - Polish window sills	Daily		
10.	Glass partitions, panels and ceramic wall tiles	Daily and when required		
11	Soap and hand towels			

No.	DESCRIPTION	FREQUENCY	COMPLY: YES/NO	REMARKS
11.1	• Replenish supplies	Twice per day (as required)		
12.	Refuse			
12.1	• Collect and dispose	Twice per day		
12.2	• Clean holders/containers	Daily		
12.3	• Replace disposable liners/containers	Once per day and when it is required.		
13.	Traffic Areas			
13.1	• Removal of waste	Twice a day and when required		
13.2	• Damp wipe bins	Twice a day and when required		
13.4	• Spot vacuum carpets	Daily		
13.5	• Fully vacuum carpets	Once per week and when required		
13.6	• Spot mop hard floors	Daily and when required		
13.7	• Spray clean / full mop hard floors	Daily and when required		
13.8	• Spot clean vertical surfaces	Daily and when required		
13.9	• Spot wipe fixtures and fittings	Daily and when required		
13.10	• Wear appropriate PPE (heavy duty gloves; closed shoes; cloth face mask) • First clean all surfaces including floors with soap and water • Clean from the least soiled areas, to dirtiest areas • Floors are cleaned last in a systematic manner, using an S-shape, to avoid missing areas • Following cleaning, environmental surfaces are wiped, NOT sprayed with disinfectant • Allow contact time of not less than 10 minutes after disinfection surfaces	Daily, every hour		

No.	DESCRIPTION	FREQUENCY	COMPLY: YES/NO	REMARKS
	Discard all unused cleaning solutions This routine must be conducted every three to four hours			
14.	Fridges and microwave ovens			
14.1	Clean fridges and microwave ovens	Daily and when required		
14.2	Major cleaning for fridges	Once a month and when required		
15.	Wooden and glass doors			
15.1	Remove dirty spot on wooden and metals	Daily		
15.2	Dust, wash, damp wash to maintain a high degree of neatness	Daily		
16.	Stairs			
16.1	Sweep and wipe hand rails, wash when sticky and dirty-ongoing	Three time a day		
17.	Foyers			
17.1	Sweep and mob thoroughly	Daily		
18.	Windows			
18.1	Exterior Wash	Once per quarter and When required		
18.2	Interior Wash	When required		
19.	Boardrooms/Conference rooms			
19.1	Vacuum and polish	Twice per week and When required		
19.2	Damp wash and dust	Twice per week and When required		
19.3	Ensure conferences are cleaned before and after meetings.	Twice per week and When required		
20.	Server and computer Rooms			
20.1	Clean in such a manner that dust does not move upwards in the air and collected on the equipments.	When required		

5.3. **Site 3: Wellness Offices at 16 Biccard Street, Polokwane**

5.3.1. **Floor area at Wellness Offices:**

- a) Size of location as per scale floor plans = **340m²**
- b) One (1) cleaner is expected to clean this building.
- c) Number of days of cleaning will be the maximum of 23 days every month.
- d) Number of offices per floor:-

Ground floor

- 6 Offices
- 1 kitchen
- 2 receptions
- 1 Gym
- 6 Toilets
- 8 shower

5.3.2. **TASK DESCRIPTION FOR WELLNESS OFFICE, 16 BICCARD STREET**

In order to meet the minimum level of cleanliness required the bidder has to meet the indicated frequencies of the services in accordance with the following:

No.	DESCRIPTION	REQUENCY	COMPLY: YES/NO	REMARKS
1.	Hard Floors			
1.1	• Remove wastage / sweep	Once per day and when required		
1.2	• Mop sweep or suction	Daily		
	or			
1.3	• Suction clean	Daily		
1.4	• Damp mop	Daily		
1.5	• Spot mop	Frequently when need arises		
1.6	• Scrub	Daily		
1.7	• Polish/Wax	Once per week		
1.8	• Strip/re-store	As required		

1.9	• Manual Scrub	Daily		
1.10	• Suction dry	Daily		
2.	Floor Soft			
2.1	• Remove wastage / sweep	Twice		
2.2	• Suction clean	Daily		
2.3	• Spillage/stain removal	As required		
3.	Offices With Carpets			
3.1	• Vacuum cleaning	Once per week and when required		
4.	Kitchen- Toilets - sinks - basins - taps and fixtures			
4.1	• Removal of waste	Twice per day		
4.2	• Wash bins	Once per day and when required		
4.3	• Sweep and mop floors	Once per day and when required		
4.4	• Toilets are to cleaned early in the morning and immediately after lunch time every day, wash and wipe with antiseptic soap and water, wash urinals daily with antiseptic and fill with mothballs, wash and dry toilet seats, taps and basins daily • Ensure that adequate toilet paper, soap and paper towels/ hand towels-rolls are available in each toilet. • N.B. Toilet papers should be soft and according to SABS specifications.	Daily		
4.5	• Spot clean vertical surfaces	Once per week		
4.6	• Wash cubicle walls	Once per week		
4.7	• Damp wipe hand contact points	Once per day and when required		
4.8	• Damp wipe mirrors	Once per day and when required		
4.9	• Damp wipe dispensers	Daily		
4.10	• Check and replenish consumables	Twice a day		

4.11	• Exterior windows	Once per quarter and when required.(By landlord)		
4.12	• Interior windows	To be dusted once per month and when required. (By cleaning contractor)		
4.13	• Feminine hygiene units	Twice a month		
5.	Furniture			
5.1	• Furniture to be wiped	Daily		
5.2	• Polish wooden furniture should be polished with an aerosol furniture spray and should be SABS approved.	Twice per week i.e Monday and Thursday.		
5.3	• Clean counters	Daily		
5.4	• Wipe open shelves	Daily		
5.5	Low level surfaces			
5.6	• Damp clean	Daily		
6.	High level surfaces			
6.1	• Clean ledges, pipes, direction signs	Twice per week		
7.	Telephones/Office Equipments			
7.1	• Wipe with a clean cloth with suitable diluted antiseptic solution.	Daily		
8	Inside walls			
8.1	• Remove spots and fingerprints on walls, electric switches, etc	Once per week and when is required		
8.2	• Damp- wash wall tile in kitchens and toilets	Twice per week		
8.3	• Polish window sills	Once per week		
9.	Glass partitions, panels and ceramic wall tiles			

9.1	• Clean where available	Once per week and when is required		
10.	Curtains/Screens			
10.1	• Suction clean	Twice per week		
11.	Window blinds			
11.1	• Suction clean	Daily		
11.2	• Remove and clean	Once in three months		
11.3	• Opening and closing mechanism	Daily		
12.	Soap and towels			
12.1	• Replenish supplies	Twice per day (as required)		
13.	Refuse			
13.1	• Collect and dispose	Twice per day		
13.2	• Clean holders/containers	Twice per day		
13.4	• Replace disposable liners/containers	Once per day and when it is required.		
14.	Traffic Areas			
14.1	• Removal of waste	Twice a day and when required		
14.2	• Damp wipe bins	Twice a day and when required		
14.3	• Spot vacuum carpets	Daily and when required		
14.4	• Fully vacuum carpets	Once per week and when required		
14.5	• Spot mop hard floors	Daily and when required		
14.6	• Spray clean / full mop hard floors	Daily and when required		
14.7	• Spot clean vertical surfaces	Daily and when required		

14.8	Spot wipe fixtures and fittings	Three times a day and when required		
14.9	- Wear appropriate PPE (heavy duty gloves; closed shoes; cloth face mask) - First clean all surfaces including floors with soap and water - Clean from the least soiled areas, to dirtiest areas - Floors are cleaned last in a systematic manner, using an S-shape, to avoid missing areas - Following cleaning, environmental surfaces are wiped, NOT sprayed with disinfectant - Allow contact time of not less than 10 minutes after disinfection surfaces - Discard all unused cleaning solutions - This routine must be conducted every three to four hours	Daily and every hour		
15.	Fridges and microwaves			
15.1	Clean fridges and microwave	Daily		
15.2	Major cleaning for fridges	Once a month		
16.	Wooden and glass doors			
16.1	Remove dirty spots on wooden and metals	Twice a day		
16.2	Dust, wash, damp wash to maintain a high degree of neatness	Once a day		
17.	Foyers			
17.1	Sweep and mop thoroughly	Daily		
18.	Server and computer Rooms			
18.1	Clean in such a manner that dust does not move upwards in the air and collected on the equipments.	Daily		

6. **CONDITIONS IN RESPECT OF THE PERSONNEL OF THE CONTRACTOR**

- 6.1. The Contractor shall use competent trained staff directly employed and supervised by the Contractor and shall take all the necessary steps to maintain the physical cleanliness of the department.
- 6.2. Without prejudice to the contractor responsibility to select own personnel, the department shall at all times have the right to vet the Contractor's employees. Where an employee of the contractor is considered a security risk the contractor will be required to replace such person with immediate effect.
- 6.3. Where a person is replaced in terms of clause 6.2, the contractor indemnifies the department against any claim that may arise from whomever as a result of such replacement.
- 6.4. The contractor shall submit all details of personnel to be used in executing this bid within 7 days after the contract has been awarded/signed, including all necessary qualifications of supervisor for work contained in this bid. Bidders must give the assurance that all workers will be under proper supervision. Any liaison in regard to daily need will be through the supervisor and not directly with workers.
- 6.5. The contractor's personnel must be competent on the following:
- a) Customer service or care;
 - b) Hand hygiene or chain of infection;
 - c) Personal hygiene;
 - d) Basic cleaning techniques;
 - e) Health and Safety policies (including manual handling and Control of Substances; Hazardous to Health, COSHH Regulations 2002);
 - f) Areas of responsibility;
 - g) Use of protective clothing;
 - h) Dealing with spillages;
 - i) Waste disposal;
 - j) Cleaning and storage of equipment; and
 - k) Any additional duties, e.g. food handling
- 6.6. The contractor must comply with labour legislative requirement by submitting or providing proof of registration with the following:
- a) Valid Unemployment Insurance Fund (U.I.F.) registration Certificate in the name of the company;
 - b) Valid letter of good standing from Workman's Compensation Commissioner in the name of the Company;
 - c) Valid proof of Provident fund in the name of the Company.

NB: Failure to submit proof of the above documents will render the contract null and void.

7. ACCESS TO PREMISES

7.1 The contractor must:

7.1.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.

7.1.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.

8 Accept liability and to indemnify the Department against any claims whatsoever arising from the contractor's conduct and that of its employees.

9 Comply with all By-laws and requirements of the Local Authority where applicable.

10 Maintain all confidentiality in terms of all information accessed within the department during and after the carrying out of their services.

11 Adhere to all security requirements within and by the department.

8. INSURANCE

8.1 The contractor will be held responsible for any damage to the premises or thefts of any kind by own employees or be due to their negligence whether in the normal execution of their duties or otherwise. The appointed contractor must therefore arrange third party liability insurance policy with a reputable insurance company or submit documentary proof that such a policy is in effect, provided that written proof that the policy is still valid and premiums are up to date must be provided monthly together with the invoice. The contractor shall have not less than One Million Rand (R1, 000,000 .00) Liability insurance cover which must be submitted with the proposal.

9. INDEMNITY

9.1 The contractor indemnifies the department from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from any cause whatsoever including the death, injuries or ailment of any person that may result from or be related to the execution of this contract.

10. **MATTERS OF QUALITY**

10.1. **FIRE SAFETY EQUIPMENT**

- 10.1.1. The contractor shall under no circumstances make use of firehouse reels or other fire extinguishers on the site in the activities attached to the rendering of the service.

10.2. **UNACCEPTABLE CLEANING AGENTS**

- 10.2.1. Equipment and material used shall be of quality required for different surfaces and fixtures. All material used shall be SABS compliant. No equipment, utensils or agents that may damage the building, fittings, persons or contents shall be used. The department has the right to reject such equipment, utensils or agent.

10.3. **WARNING BOARDS**

- 10.3.1. Clearly readable warning boards or signs shall be exhibited where needed where the rendering of the cleaning service may cause injuries to any person (s)

10.4. **INFLAMABLE AND POISONOUS SUBSTANCES**

- 10.4.1. The contractor shall not use or store any poisonous or highly inflammable substances on the department for the rendering of the service or any other purposes.

10.5. **STORAGE**

- 10.5.1. The Department will provide the Contractor with the storage facility for cleaning materials and equipments.

11. **SERVICE MONITORING**

- 11.1. Service monitoring shall be an integral part of the day-to-day provision of the cleaning service with responsibility for ensuring an effective monitoring system lying with the service provider. Monitoring is the on-going assessment of the outcomes of cleaning processes. It must assess the extent to which cleaning procedures are being carried out correctly. In addition, observational evidence in judging the outcome of cleaning processes may be used to ensure that cleaning services effectiveness is achieved.

- 11.2. The Director: Logistical Support Services or his or her delegated authority, will conduct spot checks at any reasonable time to ensure a quality service to desired standards. The findings thereof shall be raised as general feedback to the service provider in preparation for the formal monthly service audits and evaluations. The service shall formally be measured as per agreed criteria including formal questionnaires to service users.

- 11.3. The service provider shall prepare and submit to the Director of Logistical support Services or his/her delegated authority, a monthly operations management report in a

format and to the detail to be agreed upon by the parties in the service contract. Notwithstanding the above provision, the department may require an interim or incidence report from time to time, provided reasonable notice time has been given to the service provider.

12. GENERAL

- 12.1. The contractor should supply all cleaning agents, machines, aids and other items. The appointed supervisors should always be reachable on cell phones or telephone number which is provided by the contractor.
- 12.2. Management of the cleaning company should inspect the whole building at least twice a month and have a meeting to discuss problems if any with office concern within the department.
- 12.3. Any cleaner who will be absent for any reason must be replaced by the contractor for the time of absence with another cleaner and to the satisfaction of the Department. Cleaning Service contract should be available every working day from Monday to Friday

13. SERVICE TIME/DAYS

- 13.1. Working days Monday-Friday
- 13.2. Start and knock – off times: 7h00-16h00
- 13.3. Public Holidays and Weekends excluded

14. DRESS CODE

- 14.1. Female-same colour overalls/worksuits and safety shoes
- 14.2. Male- same colour two piece/worksuits and safety shoes
- 14.3. Name of the Company must be printed on the Uniform

15. EVALUATION OF BIDS

- 15.1. Bidders will be evaluated in accordance with the supply chain management policies, Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations of 2017.
- 15.2. **This bid will be evaluated in four (4) phases:**
 - Phase 1:** Pre-qualification Criteria for Preferential Procurement in terms of Preferential Procurement Regulations of 2017
 - Phase 2:** Administrative/ Pre-Check Compliance
 - Phase 3:** Functionality
 - Phase 4:** Price and Preference Points

15.2.1. **Phase 1: Pre-qualification criteria for Preferential Procurement**

15.2.1.1. It is a mandatory tendering condition that only bidders that meet the following criteria will qualify for further evaluation:

a) An EME (Exempt Micro Enterprise) or QSE (Qualifying Small Enterprise);

15.2.1.2. Bidders are required to submit the recent audited financial statements with the bid to determine if the bidder falls within the QSE/EME category.

15.2.1.3. Should a bidder misrepresent their B-BBEE status, this will be followed by investigation, criminal proceedings and debarment from public sector work.

(NB: A bid that fails to meet pre-qualifying criteria stipulated in this bid document is an unacceptable bid).

15.2.2. **Phase 2: Administrative / Pre-Check Compliance**

15.2.2.1. During this phase bid responses are registered and to ascertain the number of Bid responses received before the closing date and time.

15.2.2.2. Bidders must be registered on the National Treasury Central Supplier Database (CSD)

15.2.2.3. Service providers may be disqualified if not meeting the following requirements:

Criteria	Requirement
Tax Compliance	Tax Status must be compliant
Business registration	Entity must be in business
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the state status	Bid will not be considered if Shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless approval has been attached.
Tender defaulting and restriction status	Entity and directors must not be restricted

Sectorial Determination 1: Cleaning Sector	Bidder's price offer must comply with Sectorial Determination 1: Cleaning Sector as published in the government gazette in line with Basic Condition of Employment Act failure which, the bidder will be disqualified unless providing a detailed financial report indicating how the entity will afford to pay cleaning staff the monthly wages that will be compliant to Sectorial Determination 1: Private Security Sector.	
Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Pricing Schedule – SBD 3.1	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Bidders Disclosure – SBD 4	YES	Must be fully completed, signed by the authorized person and submitted with the bid by the closing date and time
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on BBBEE. Bidders must submit a Certified copy or original of valid BBBEE Status Level Verification Certificate issued by SANAS accredited Institutions (not copy of the certified copy and must not be older than three months) to be allocated points or an original sworn affidavit
Certified copy of valid good standing with Workman Compensation Fund.	YES	Must be submitted with the proposal
Certified copy of valid UIF registration.	YES	Must be submitted with the proposal
Certified copy of Valid proof of Provident fund in the name of the Company	YES	Must be submitted with the proposal
Proof of third party liability insurance policy (R1 million insurance cover)	YES	Must be submitted with the proposal

15.2.3. **Phase 3: Technical Evaluation / Functionality**

The evaluation will be conducted by an evaluation panel that will evaluate all proposals. All proposals will be evaluated by the evaluation panel independently in terms of the evaluation criteria for functionality, which will be made up of 100 points as follows:

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA		WEIGHTS
1. Proof of track record in rendering Bidders should submit their track-record in rendering cleaning services with contactable references.	Certified Copies of Reference letter/s and Service Level Agreement or Bid Award Letter or Official Purchase Orders where cleaning service were rendered. NB: ➤ <i>all documents must indicate the contract period, value, contact details, contract description of service, if the project was completed within stipulated time lines or not and signed by the recipient of service)</i> ➤ <i>Reference letters received without any of the above information will not be considered.</i> ➤ <i>Each reference letter must be submitted together with Service Level Agreement or Bid Award Letter or Official Purchase Order.</i> ➤ <i>Reference letters indicating irrelevant experience will not be considered and will be allocated 0 point</i>	Score guide	Points	40
		Evidence of provision of cleaning services for more than four (4) years	40	
		Evidence of provision of cleaning services from three (3) to four (4) years	32	
		Evidence of provision of cleaning services from two (2) to three (3) years	24	
		Evidence of provision of cleaning services from one (1) to two (2) years	16	
		Evidence of provision of cleaning services, for less than one (1) year	8	
		Non-submission of proof of track record	0	

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA		WEIGHTS
2. Experience of supervisor Submit curriculum vitae demonstrating experience in respect of cleaning services working as supervisor	Curriculum vitae of the supervisor	Score guide	Points	25
		For more than 3 years	25	
		For more than two (2) to three (3) years	16	
		for more than one (1) year to two (2) years	8	
		Below 1 year or No Curriculum Vitae provided	0	
3. Financial Capacity Bidders are required to submit of proof/evidence to indicate financial capacity.	• Letter of intent from NCR (National Credit Regulator) accredited financial institutions to provide funding (<i>letter must be signed and not older than three months</i>), or • proof of overdraft facility in the name of business (<i>Bank letter must be signed and not older than three months</i>), or • Proof of company capability to self-fund (i.e. <i>stamped bank statement not older than three months</i>).	Score guide	Points	25
		R500 001 and more	25	
		R400 001 – R500 000	20	
		R300 001 – R400 000	15	
		R200 001 – R300 000	10	
		Less than R200 000	5	
		No submission of information to demonstrate financial capacity.	0	

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA		WEIGHTS
4. Locality Physical Existence of the business in Limpopo Province. Bidder to provide business documentary proof from the third (3rd) party to indicate that the company has an operating office/business premises in Limpopo	Municipal account / letter <u>or</u> Local Authority Letter <u>or</u> Lease agreement indicting business address.	Score guide	Points	10
		Office /business within Limpopo Province	10	
		Office/business outside Limpopo Province	5	
		No submission	0	
		TOTAL		

All bidders who score less than the minimum qualifying percentage for functionality **60%** (which is **60 points out of 100 points**) will be regarded as having submitted a non-responsive bid and will be disqualified from further evaluation on the preference point system.

15.2.4. Phase 4: Price and Preferential Point Scoring System:

Criteria	Points
Price	80
BBBEE	20

NB: All quoted price must be VAT inclusive for Vat registered companies

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

A maximum of 20 points is allocated for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Service provider for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points(80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

16. SUB-CONTRACTING

16.1. Bidder may at its own discretion subcontract the allocated sites (i.e. site 2 and 3) to any entity which is at least 51% owned by:

- a) Black people;
- b) Black people who are youth;
- c) Black people who are women
- d) Black people with disabilities;
- e) Black people living in rural or under develop areas or township
- f) Black people who are military veterans;
- g) A cooperative which is at least 51% owned by black people

16.2. Where a bidder decides to sub-contract any of the allocated sites, such bidder must submit proof of subcontracting between the main bidder and the subcontractor(s) and such agreement must include the following documents:

16.2.1 Subcontracting agreement between main bidder and the proposed subcontractor(s);

16.2.2 Certified copy of Subcontractor's B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or an Original B-BBEE sworn affidavit of the subcontractor;

16.2.3 Proof of registration of subcontractor on Central Supplier Database (CSD) Report;

- 16.2.4 Proof of Entity registration (i.e. CIPC) certificate (attach certified copy)
- 16.3. The responsibility to subcontract with competent and capable sub-contractor's rests with the main bidder.
- 16.4. The department will enter into contractual agreement with the main contractor.
- 16.5. The main contractor will be expected to sign cession and agreement with the sub-contractor for the value of the sub-contract.
- 16.6. The contract will be concluded between the main bidder and the department, therefore, the main bidder and not the subcontractor would be held liable for performance in terms of its contractual obligations.

17. **BID AWARD AND CONTRACT CONDITIONS**

- 17.1. Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, stating the name of the joint venture. Each member of the consortia and joint venture will be held jointly and severally liable for the performance of the consortium or joint venture.
- 17.2. The contractor will be required to submit proof of payment for cleaner's wages on monthly basis.
- 17.3. Failure to comply with labour wage determination act will result in your bid being disqualified.
- 17.4. Foreign firms providing proposals must be familiar with local conditions and laws and consider them in preparing their proposals.
- 17.5. 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 bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 17.6. The Department (LEDET) may, prior to the awarding of an application, cancel or abandon the process:
 - 17.6.1 Due to changed circumstance, there is no longer a need for the services tendered for;
 - 17.6.2 If funds are no longer available to cover the total envisaged expenditure,
 - 17.6.3 If no acceptable tenders are received; or
 - 17.6.4 If there is a material irregularity in the tender
- 17.7. No bid may be awarded to any bidder whose tax matters have not been declared by SARS to be in order.

- 17.8. Bidders submitting two or more offers under different names without declaring will be disqualified.
- 17.9. For bidders submitting two or more similar offers, only the lowest offer will be considered.
- 17.10. A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points for BBEE.
- 17.11. The awarding of this contract is subject to signing of a service level agreement with the Department.
- 17.12. Poor performance will lead to the application of clause 25 of General Condition Contract Policy

18. BID PRICING INSTRUCTION

- 18.1. Bid prices should include all costs and applicable taxes, and / or any additional costs that the bidder may have. The price must be fixed unless there is a statutory price increase for the duration of the contract.
- 18.2. The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.
- 18.3. Arithmetic errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying and/or adding the unit price and quantity, the unit price shall prevail. If the bidder does not accept the correction of errors, its bid may be rejected.

19. CONFIDENTIALITY

- 19.1. All documents and data provided under this contract shall remain the property of the department, and shall be treated as confidential.

20. CONTRACT ADMINISTRATION

- 20.1. The successful bidder must report to Supply Chain Management Contract Unit immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 20.2. Full particulars of such circumstances as well as the period of delay must be furnished.

- 20.3. The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.
- 20.4. The Service Level Agreement shall be entered into between the successful bidder (herein called the "Contractor") and the Head of the Department of Economic Development and Tourism or his or her representative (herein called the "department").
- 20.5. All instructions to the Contractor shall be made by the Head of the Department or his representative.
- 20.6. No delivery of material, plant or equipment to site or the actual execution of work shall be allowed before an official purchase order is issued.
- 20.7. The Contractor shall submit to the Director Logistical Support Services, a cleaning program with fixed calendar dates within 7 days after the contract has been awarded, to enable the Director Logistical Support Services to arrange for site hand over.
- 20.8. The Contractor shall supply, at his own cost, all consumable material, cleaning materials and chemicals necessary for the proper execution of cleaning services. No claims for consumables shall be accepted before the execution of the services.
- 20.9. The Department reserves the right to inspect the Bidder's premises for equipment and general good management before bids are awarded.

21. **LOCALITY**

- 21.1. **Documentary proof from a third party** - municipal account, telephone account, Local Authority Letter or a signed lease agreement must be submitted to corroborate the physical address of the business as indicated on **SBD 1**. The documentary proof submitted must relate to the address provided SBD 1. Lease agreement must be signed six (6) months prior to the advertisement date of the bid. If the Lease Agreement is less than six (6) months, then the previous lease agreement must also be submitted.

22. **NEGOTIATION**

- 22.1. The department reserves the right to negotiate price with recommendable bidders

23. **SITE INSPECTION (OPTIONAL)**

- 23.1. The Department reserves the right to conduct site inspection to bidder's physical address provided in the bid document (SBD 1) and to only bidders whose bids have satisfied all the requirements prior to the award.
- 23.2. For bidders who are relying on assistance from other companies, inspection will be conducted at the site where the letter of intent was issued.

24. **BRIEFING SESSION**

- 24.1. There will be a no compulsory briefing session for this bid. Bidders can at their own time arrange with the department to review the sites.

25. **CONFIDENTIALITY**

- 25.1. All documents and data provided under this contract shall remain the property of the department, and shall be treated as confidential.

26. **PAYMENTS**

- 26.1. Payments shall be made in terms of the Public Finance Management Act (Act no 1 of 1999) and other related Acts.

27. **VALIDITY PERIOD**

- 27.1. All bids submitted by the bidders must be valid for a period of **180 days** from the closing date.

28. **ADDRESS FOR SUBMISSION OF PROPOSALS**

- 28.1. Proposals/Bids by bidders must be hand deposited into:

**Silver Tender Box,
Evridiki Towers,
Department of Economic Development, Environment and Tourism
19 Biccard Street
Polokwane**

NB: The Department will record all bid proposals received by the deadline.

- 28.2. Bid submission should be made before 11h00 on the date stipulated in the advert. Submission delivered after 11h00 on the closing date of the bid shall be regarded as invalid and returned to the Bidder, unopened

29. **LATE BIDS**

- 29.1. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

30. **QUANTITIES**

- 30.1. All quantities in this bid document are provisional and inserted in order to obtain competitive bids. The Department reserves the right to increase or decrease quantities

during the progress of the contract and such increases or decreases shall not alter the tariffs of any item.

31. **ENDQUIRIES**

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

Technical/Specification Enquiries	Bidding Process
Mr. Ramavhoya M Deputy Director: Logistical Support Services Tel: (015) 293 6828 Cell: 082 562 4882 Email: RamavhoyaM@ledet.gov.za	Mr. Mmola KO Deputy Director: Supply Chain Management Tel: (015) 293 8852 Cell: 067 414 3134 Email: MmolaKO@ledet.gov.za

32. CONSUMABLES AND CLEANING MATERIAL USAGE PER SITES

32.1. ESTIMATED CONSUMABLES/CLEANING MATERIALS FOR THE DURATION OF THE CONTRACT - EVRIDIKI TOWERS, HEAD OFFICE, 19 BICCARD/20 HANS VAN RENSBURG STREETS

NO.	DE Scription	QUANTITY	UNIT PRICE	TOTAL
32.1.1.	Toilet Paper Roll 48's (1ply of a high quality)	1260 bales (48's)	R	R
32.1.2.	Paper hand Towels (C-Fold)	240 boxes of (20 x 100's)	R	R
32.1.3.	Pine Gel	18x25L	R	R
32.1.4.	Bleach	18x25L	R	R
32.1.5.	Handy Andy or Similar	18x25L	R	R
32.1.6.	Toilet Hand wash (Liquid hand soap)	108x5L	R	R
32.1.7.	Deo Blocks	72x5KG	R	R
32.1.8.	Urinal Disc for toilets to absorb smell	660 boxes (12s per box)	R	R
32.1.9.	Furniture Polish	648x400ML	R	R
32.1.10.	Refuse bags 20's per pack	360 packs	R	R
32.1.11.	Mutton cloth 500G	144 Rolls	R	R
32.1.12.	Scourers 10's per pack	360 packs	R	R
32.1.13.	Window Cleaner	144x5L	R	R
32.1.14.	Dust mask 1 box 20's	72 Boxes	R	R
32.1.15.	Hand gloves	648 Pairs	R	R
32.1.16.	Carpet shampoo	6x25L	R	R
32.1.17.	Doom	138x500ml	R	R
32.1.18.	Airfreshners	180x440ml	R	R
32.1.19.	Broom	45 for the Duration of the contract	R	R

NO.	DE Scription	QUANTITY	UNIT PRICE	TOTAL
32.1.20.	Feather Dusters Long	45 for the duration of the contract	R	R
32.1.21.	Feather Dusters Short	45 for the duration of the contract	R	R
32.1.22.	Hoover	18 for the duration of the contract	R	R
32.1.23.	Small Mops	45 for the duration of the contract	R	R
32.1.24.	Big Mops	45 for the duration of the contract	R	R
32.1.25.	Trolley and buckets	45 for the duration of the contract	R	R
32.1.26.	Dust pan and brush	45 pairs for the duration of the contract	R	R
32.1.27.	Small Plastic buckets	45x10KG for the duration of the contract	R	R
TOTAL				R

32.2. ESTIMATED CONSUMABLES /CLEANING MATERIALS FOR THE DURATION OF THE CONTRACT FOR – ENVIRONMENTAL AFFAIRS BUILDING, CNR SUID & DORP STREET

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
32.2.1.	Toilet Paper Roll 48's (1ply of a high quality)	540 bales (48's)	R	R
32.2.2.	Paper hand Towels (C-Fold)	72 boxes of (20 x 100's)	R	R
32.2.3.	Pine Gel	6x25L	R	R
32.2.4.	Bleach	6x25L	R	R
32.2.5.	Handy Andy or Similar	6x25L	R	R
32.2.6.	Toilet Hand wash (Liquid hand soap)	72x5L	R	R
32.2.7.	Deo Blocks	72x5KG	R	R
32.2.8.	Urinal Disc for toilets to absorb smell	108 boxes (12s per box)	R	R
32.2.9.	Furniture Polish	576 x 400ml	R	R
32.2.10.	Refuse bags 20's per pack	420 packs	R	R
32.2.11.	Mutton cloth 500G	72 Rolls	R	R
32.2.12.	Scourers 10's	60 x10's Scourers	R	R
32.2.13.	Window Cleaner	72 x 5L	R	R
32.2.14.	Dust mask (20's per pack)	42 packs	R	R
32.2.15.	Hand gloves (10's per pack)	42 packs	R	R
32.2.16.	Carpet shampoo	6x25L	R	R
32.2.17.	Doom	144x500ml	R	R
32.2.18.	Airfreshners	180x440ml	R	R
32.2.19.	Broom	Twelve (12) for the duration of the contract	R	R

32.2.20.	Feather Duster Long	Twelve (12) for the duration of the contract	R	R
32.2.21.	Feather Duster short	Twelve (12) for the duration of the contract	R	R
32.2.22.	Hoover	Twelve (12) for the duration of the contract	R	R
32.2.23.	Small mops	Twelve (12) for the duration of the contract	R	R
32.2.24.	Big mops	Twelve (12) for the duration of the contract	R	R
32.2.25.	Trolley buckets	Twelve (12) for the duration of the contract	R	R
32.2.26.	Dust pan and brush	Twelve (12) for the duration of the contract	R	R
32.2.27.	Small Plastic buckets	Twelve (12) for the duration of the contract	R	R
TOTAL				R

32.3. ESTIMATED CONSUMABLES /CLEANING MATERIALS FOR THE DURATION OF THE CONTRACT FOR – WELLNESS OFFICES, 16 BICCARD STREET

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
32.3.1.	Toilet Paper Roll 48's (1ply of a high quality)	102x bale (48s)	R	R
32.3.2.	Paper hand Towels (C-Fold)	48 boxes of (20 x 100's)	R	R
32.3.3.	Pine Gel	6x25L	R	R
32.3.4.	Bleach	6x25L	R	R
32.3.5.	Handy Andy or Similar	6x25L	R	R
32.3.6.	Toilet Hand wash (Liquid hand soap)	24 x 5L	R	R
32.3.7.	Deo Blocks	60 x 5KG	R	R
32.3.8.	Urinal Disc for toilets to absorb smell	24 boxes (12s per box)	R	R
32.3.9.	Furniture Polish	36x400ML	R	R
32.3.10.	Refuse bags	120 per pack	R	R
32.3.11.	Mutton cloth	24xRoll 500g	R	R
32.3.12.	Scourers 10's	12x10's	R	R
32.3.13.	Window Cleaner	12x5L	R	R
32.3.14.	Dust mask	6pack x 6	R	R
32.3.15.	Hand gloves	18x3 Pairs	R	R
32.3.16.	Carpet shampoo	6x5L	R	R
32.3.17.	Doom	18x500ml	R	R
32.3.18.	Airfreshners	27x 440ml	R	R
32.3.19.	Broom	Three (3) per the duration of the contract	R	R
32.3.20.	Feather Dusters Long	Three (3) per the duration of the contract	R	R

32.3.21.	Feather Duster Short	Three (3) per the duration of the contract	R	R
32.3.22.	Hoover	Three (3) per the duration of the contract	R	R
32.3.23.	Small mops	Three (3) for the duration of the contract	R	R
32.3.24.	Big mops	Three (3) for the duration of the contract	R	R
32.3.25.	Trolley bucket	Two(2) per the duration of the contract	R	R
32.3.26.	Dust pan and brush	3 pairs for the duration of the contract	R	R
32.3.27.	Small Plastic buckets	3x10kg for the duration of the contract	R	R
TOTAL				R

33. **PRICE SCHEDULES**

33.1. **PRICE SCHEDULE FOR EVRIDIKI TOWERS, 19 BICCARD STREET/20 HANS VAN RENSBURG STREETS**

BASIC SALARY FOR CLEANER

R_____ X 8hrs = R_____ X 22 days = R_____

BENEFITS

Workman's Compensation = R_____

UIF = 1% = R_____

Bonus = 8.33% = R_____

Leave = 5.77% = R_____

Sick Leave = 3.88% = R_____

Provident fund = 5.25% = R_____

Skills levy = 1% = R_____

TOTAL SALARY PER CLEANER A MONTH = R_____

TOTAL FOR SEVENTEEN (17) CLEANERS = R_____

BASIC SALARY FOR SUPERVISOR

R_____ X 8hrs = R_____ x 22 days = R_____

BENEFITS

Workman's Compensation = R_____

UIF = 1% = R_____

Bonus = 8.33% = R_____

Leave = 5.77% = R_____

Sick Leave = 3.88% = R_____

Provident fund = 5.25% = R_____

Skills Levy = 1% = R_____

TOTAL SALARY FOR SUPERVISOR A MONTH = R _____

SUMMARY

Remuneration for 17 (seventeen) Cleaners a month = R _____

Remuneration for 1 (one) Supervisor a month = R _____

SUB TOTAL = R _____

**TOTAL SALARY FOR CLEANERS AND
SUPERVISOR(17 CLEANERS AND 1 SUPERVISOR)
FOR 36 MONTHS** = R _____

Uniform for duration of the contract (36 months) = R _____

Cleaning material/Consumables for duration of the
Contract (36 months) = R _____

**TOTAL PRICE
(Salary + material + uniform)** = R _____

VAT @ 15% (for VAT vendors) = R _____

Mark up/Profit = R _____

TOTAL PRICE FOR THIRTY-SIX (36) MONTHS = R _____

NB:

- Bidder's price offer must comply with Sectorial Determination 1: Cleaning Sector as published in the government gazette in line with Basic Condition of Employment Act failure with, the bidder will be disqualified.
- The pricing must be fixed for the duration of the contract. (Only the wage increment adjustments will be accepted based on a sectoral wage determination formula).

33.2. **PRICE STRUCTURE FOR ENVIRONMENTAL AFFAIRS BUILDING, CNR.
SUID & DORP STREET**

BASIC SALARY FOR A CLEANER

R_____ X 8hrs = R_____ X 22 days = R_____

BENEFITS

Workman's Compensation = R_____

UIF = 1% = R_____

Bonus = 8.33% = R_____

Leave = 5.77% = R_____

Sick Leave = 3.88% = R_____

Provident fund = 5.25% = R_____

Skills levy = 1% = R_____

TOTAL SALARY PER CLEANER A MONTH = R_____

TOTAL FOR FOUR (4) CLEANERS = R_____

BASIC SALARY FOR SUPERVISOR

R_____ X 8hrs = R_____ x 22 days = R_____

BENEFITS

Workman's Compensation = R_____

UIF = 1% = R_____

Bonus = 8.33% = R_____

Leave = 5.77% = R_____

Sick Leave = 3.88% = R_____

Provident fund = 5.25% = R_____

Skills levy = 1% = R_____

TOTAL SALARY FOR SUPERVISOR A MONTH = R_____

SUMMARY

Remuneration for 4 (four) Cleaners a month = R _____

Remuneration for 1 (one) Supervisor a month = R _____

SUB TOTAL = R _____

**TOTAL SALARY FOR CLEANERS AND
SUPERVISOR (17 CLEANERS AND 1 SUPERVISOR)
FOR 36 MONTHS** = R _____

Uniform for duration of the contract (36 months) = R _____

Cleaning material/Consumables for duration of the
Contract (36 months) = R _____

**TOTAL PRICE
(Salary + material + uniform)** = R _____

VAT @ 15% (for VAT vendors) = R _____

Mark up/profit = R _____

TOTAL PRICE FOR THIRTY-SIX (36) MONTHS = R _____

NB:

- Bidder's price offer must comply with Sectorial Determination 1: Cleaning Sector as published in the government gazette in line with Basic Condition of Employment Act failure with, the bidder will be disqualified
- The pricing must be fixed for the duration of the contract. (Only the wage increment adjustments will be accepted based on a sectoral wage determination formula).

33.3. PRICE STRUCTURE FOR WELLNESS OFFICES, 16 BICCARD STREET

BASIC SALARY FOR A CLEANER

R_____ X 8hrs = R_____ X 22 days = R_____

BENEFITS

Workman's Compensation = R_____

UIF = 1% = R_____

Bonus = 8.33% = R_____

Leave = 5.77% = R_____

Sick Leave = 3.88% = R_____

Provident fund = 5.25% = R_____

Skills levy = 1% = R_____

SALARY PER CLEANER A MONTH = R_____

**TOTAL SALARY FOR A CLEANER
FOR 36 MONTHS** = R_____

Uniform for duration of the contract (36 months) = R_____

Cleaning material/Consumables for duration of the
Contract (36 months) = R_____

TOTAL PRICE
(Salary + material + uniform) = R_____

VAT @ 15% (for VAT vendors) = R_____

Mark up/Profit = R_____

TOTAL PRICE FOR THIRTY-SIX (36) MONTHS = R_____

NB:

- Bidder's price offer must comply with Sectorial Determination 1: Cleaning Sector as published in the government gazette in line with Basic Condition of Employment Act failure with, the bidder will be disqualified.
- The pricing must be fixed for the duration of the contract. (Only the wage increment adjustments will be accepted based on a sectoral wage determination formula).

34. **BID PRICE FOR PHYSICAL CLEANING SERVICES AT HEAD OFFICE,
ENVIRONMENTAL AFFAIRS BUILDING AND WELLNESS OFFICES**

No.	SITES	TOTAL PRICE
1.	Total Price for Site 1:Head Office, Evridiki Towers	R.....
2.	Total Price for Site 2: Environmental Affairs Building	R.....
3.	Total Price for Site 3: Wellness Offices	R.....
BID PRICE FOR 36 MONTHS		R.....

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** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)