



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

Ref: CSS 5/11/1
Enq: Mr. J. Mashinini/Mr. T Mkhari
Tel Number: (012) 309-3045/3011

Dear Sir / Madam

BID NUMBER: DOT/20/2023/CS

1. The Department of Transport requires the service as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

- The bid must be submitted in a sealed envelope with the name and address of the bidder with the number and closing date indicated on the envelope. The envelope must not contain documents relating to any bid other than that shown on the cover of the envelope;
- Bids submitted per post must be sent per registered mail. The bid must still reach this office before the closing time. Couriered bid documents must be received before the closing date and time failure to do so may invalidate the bid;
- The attached forms, if completed in detail and returned, will form part of your bid; and
- Prices must be VAT inclusive and all other expenses/disbursements, and be valid for a period of at least **120 days** from closing date.
- **Bidders must submit one (1) original hard copy of the Technical proposal inside an envelope marked "Technical proposal" and four PDF format USB's of the technical proposal, and one (1) Original hard copy of the financial proposal inside marked "Financial proposal" on the closing date. If Bidders are not sure of the two envelope separation submission requirements kindly contact the administrative contacts on SBD 3.3 to avoid being disqualified.**
- **A Compulsory Briefing Session will be held on the 08th of September 2023 at the Department of Transport Indaba Boardroom at 11:00 am.**

2 You are advised to acquaint yourself with the contents of the attached general conditions of contract and the checklist.

3 It will be expected of the successful bidder to sign a formal contract at this office within seven (7) days after receiving a letter of acceptance.

- 4 Kindly take note that this is a two-envelope system (Technical and Financial) proposals must be marked and put in separate envelopes). Annexure A which will be for Technical proposal and Annexure B for Financial proposal. Bids that do not comply with a two-envelope system will be disqualified.

Kind Regards



DIRECTOR GENERAL: TRANSPORT

DATE: 29/08/2023

CHECKLIST:DOT/20/2023/CS: APPOINTMENT OF THE SERVICE PROVIDER TO RENDER CLEANING SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TWO (2) YEARS.

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

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

.....
Signature **Date**

.....
Position **Name of Bidder**

ANNEXURE A

TECHNICAL

PROPOSALS

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	DOT/20/2023/CS	CLOSING DATE:	20/09/2023	CLOSING TIME: 11:00
APPOINTMENT OF THE SERVICE PROVIDER TO RENDER CLEANING SERVICES FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TWO (2) YEARS.				
DESCRIPTION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
NATIONAL DEPARTMENT OF TRANSPORT 159 FORUM BUILDING CORNER BOSMAN AND STRUBEN STREET				
PRIVATE BAG X 193				
PRETORIA 0001				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				
CONTACT PERSON		MR J MASHININI / MR T MKHARI		
TELEPHONE NUMBER	012 309-3045/3011	CONTACT PERSON	MS I LEHARI	
FACSIMILE NUMBER		TELEPHONE NUMBER	012 309 3832	
E-MAIL ADDRESS	Mashinij@dot.gov.za/Mkharit@dot.gov.za	FACSIMILE NUMBER		
E-MAIL ADDRESS		Leharii@dot.gov.za		
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE	NUMBER		
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE	NUMBER		
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	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 PART B:3]	
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).**

TAX COMPLIANCE REQUIREMENTS

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-FILED THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means -

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

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

2.7	Are you or any person connected with the bidder presently employed by the state?	YES / NO
2.7.1	If so, furnish the following particulars:	
	Name of person / director / trustee / shareholder/ member:	
	Name of state institution at which you or the person connected to the bidder is employed :	
	Position occupied in the state institution:	
	Any other particulars:	
		
		
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
2.7.2.1	If yes, did you attached proof of such authority to the bid document?	YES / NO
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
		
		
		
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars:	
		
		
		
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
2.9.1	If so, furnish particulars.	
		

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

May 2011

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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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-BEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) “**B-BEE status level of contributor**” means the B-BEE 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-BEE 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;

(i) **“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:

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

Where

Ps = Points scored for price of bid under consideration

P_t = Price of bid under consideration

Pmin = 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:

- i) What percentage of the contract will be subcontracted.....%
 ii) The name of the sub-contractor.....
 iii) The B-BBEE status level of the sub-contractor.....
 iv) Whether the sub-contractor is an EME or QSE
 (*Tick applicable box*)

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

 v) 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 last 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:..... of registration
- 8.2 VAT number:..... registration
- 8.3 Company number:..... registration

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
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**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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 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	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
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5	4	8
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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:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

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

v) 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 last 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:..... of registration
- 8.2 VAT number:..... registration
- 8.3 Company number:..... registration

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
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- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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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	



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

DOT/20/2023/CS

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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING SERVICES FOR A PERIOD OF TWO (2) YEARS FOR THE NATIONAL DEPARTMENT OF TRANSPORT

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1. PURPOSE

The purpose of these Terms of Reference (ToR) is to appoint a service provider to render comprehensive professional cleaning services for a period of two (2) years, commencing January 2024.

2. BACKGROUND

2.1 The Department is legally obliged to ensure a clean, hygienic work environment for the Employees, and requires the service provider to provide a comprehensive professional cleaning services that would meet this obligation.

2.2 The Department of Transport leases office space within Forum Building, 159 Struben Street, Pretoria.

2.3 Currently, the Department occupies the Mezzanine, Ground Floor, and First (1st) to sixth (6th) Floors of Forum Building, entrance and reception, staircases/ stair rails conference venues as well as the passageways, kitchens and ablution facilities. The service provider is required to tender per square meter for the required services for the floors within the Forum building.

3. SCOPE OF SERVICE

3.1 Cleaning & specialised sanitary care

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

3.1.1

Floor Space (Office)

FLOOR	SIZE
GROUND FLOOR	2870.10 m ²
MEZZANINE	1962.60 m ²
1 ST FLOOR	4924.50 m ²
2 ND FLOOR	4947.20 m ²
3 RD FLOOR	4939.30 m ²
4 TH FLOOR	4938.20 m ²

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5 TH FLOOR	4939.00 m ²
6 TH FLOOR	489.40 m ²
TOTAL	30010.3 m²

- 3.1.2 Additional services, such as, waste removal, carpet deep-cleansing professional sanitation, window cleaning.
- 3.1.3 The service provider is required to clean the strong and store rooms as and when necessary.
- 3.1.4 A mechanism to monitor the service standards on a daily basis must be implemented.

4. RESPONSIBILITIES OF THE PARTIES

4.1 RESPONSIBILITIES OF THE SERVICE PROVIDER

The service provider shall:

- 4.1.1 Provide the cleaning services as detailed in the scope of service;
- 4.1.2 Ensure that the cleaning staff, materials, and equipment as described on this Terms of Reference are of a safe, good and acceptable quality for rendering the service.
- 4.1.3 Ensure that the cleaning services must be made available from Monday to Fridays, from 06:00 to 15:00 & 07:00 to 16:00, excluding public holidays. However, certain services must be required outside of these hours. The arrangement for these services must be made on an ad hoc basis and the Departmental representatives must ensure access to the building.
- 4.1.4 Be required to comply with the Department's security and emergency procedures & regulations, as well as Occupational Health & Safety (OHS) Act as Amended.
- 4.1.5 Ensure that due care is taken regarding safety of the employees and visitors whilst performing their tasks.
- 4.1.6 Maintain and keep the cleaning equipment in good order and to ensure that it complies with the relevant safety standards.

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4.1.7 Ensure that staff deployed within the forum building portray a conduct and comply with reasonable conditions of employment (behaviour and attitude), that is conducive for an office working environment, such as eating at designated area, not making loud noise along public areas, etc.

4.1.8 Comply with the requirements of the provided checklist to be used for the monitoring of the service rendered.

4.1.9 The work must be executed to maintain the Department's premises, in a clean and tidy condition at all times. The cleaning of electrical plugs is excluded in this Terms of Reference.

4.1.10 The cleaners to ensure that they open toilet rolls before refilling them in the dispenser.

4.2 RESPONSIBILITIES OF THE DEPARTMENT

The Department shall:

4.2.1 Assign a representative from the Directorate: Travel & Facilities Management who must be responsible for the management and monitoring of the cleaning service contract.

4.2.2 Provide adequate and safe storage facilities for the successful service provider's equipment and materials brought to the site, and the Department must not be liable for any damage, theft and or loss of the service providers' product and equipment.

4.2.3 Provide the necessary water and electricity facilities.

4.2.4 Be responsible for coordinating ad hoc services as and when required.

4.2.5 Provide the service provider with a conducive, designated area for meetings, change rooms, and lockers.

5. SERVICES AREAS

5.1 AREAS

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

Toilets_(See annexure "A" for a detailed breakdown of ablutions facilities)

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

5.1.1 All Entrances

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

5.1.2 Carpeted Floors

Carpeted floors must be vacuum cleaned and must be washed with water and biodegradable detergents and steam cleaned. The frequency of the aforementioned services in high traffic areas are described in paragraph 5.2.1.1(c).

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5.1.3

Uncarpeted Floors

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

5.1.4

Waste Basket and Dust Bins

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

5.1.5

Furniture and Equipment

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

5.1.6

Telephones

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

5.1.7

Statues, Models, Painting and Wall Tapestries

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

5.1.8

Doors

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

5.1.9

Ablution Facilities, which form part of the hired accommodation

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

5.1.10

Libraries

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

5.1.11

Stairs

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



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5.1.12

Lifts

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

5.1.13

Windows

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

5.1.14

Entrance areas in front of Lifts and Foyer

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

5.2.1

Frequency of the professional cleaning per area required is:

5.2.1.1

Floor Maintenance

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

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5.2.1.2 Dusting

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

5.2.1.3 Waste Management and Disposal

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

5.2.1.4 Wall and Paint Work

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

5.2.1.5 Glass and metal work

Task	Frequency
Interior window cleaning	Monthly
Clean window copper/chrome latches	Daily

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Spot clean glass doors	Daily
Clean and polish all bright metal fittings	Weekly
Clean all partition glass and doors	Weekly

5.2.1.6

All toilets and restrooms or ablutions (must be cleaned and sanitation before 07:15 every morning)

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

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5.2.1.7 Staircases

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

5.2.1.8 Fumigation

Disinfect the entire building	Quarterly
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5.2.1.10 Miscellaneous

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

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

5.3.1

Toilet Roll Holders

Items & Requirement Objective

Toilet Roll Holders (Made Available by the Department)

For holding a maximum of three toilet rolls

Toilet roll holders must be locked

Minimum supply of 3 rolls of toilet paper per toilet cubicle per day.
Specification: double ply

Cleaners to ensure that they open toilet rolls before refilling them in the dispensers

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5.3.2

Foam Soap Dispensers (hand & toilet seat)

Items & Requirements Objective
<u>Foam Dispensers (Made Available by the Department)</u>
SABS approved foam soap
Antibacterial foam soap

5.3.3

Air fresheners

Items & Requirement Objective
<u>Air Fresheners (Supply 1 Air Freshener unit per restroom)</u>
Provide the most powerful natural air freshening system available
Indicate particulars
Electro fresh / Time fresh
Neutralise bacteria
Hygienic odour free environment
Time released aerosol system
Precision Sprays

5.3.4

Deep clean services

Items & Requirement Objective
<u>Deep clean services (weekly after-hours-preferably Saturdays)</u>
Decaling and cleaning of inaccessible areas where build-up of grime, uric acids, water scale etc. takes place
Cleaning of reception area, staircases, lift lobby areas and lifts as well as toilets
Researched chemicals to be applied to ensure optimum results
Maintain high standards of hygiene in toilets and washing areas to reduce the risk of cross infections, etc.

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6. GENERAL

6.1 DRESS CODE

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

6.1.2 The service provider must provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.

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

6.2 EQUIPMENT

6.2.1 The service provider must use vacuum cleaners which are water filtered and less noisy (minimum of 10 vacuum cleaners).

6.2.2 The service provider must use industrial steam and dry carpet machine for deep cleansing of carpets (4 industrial machines).

6.2.3 The service provider must fit the industrial, automated paper hand towel dispensers (mounted on the wall). These dispensers will be left at the Department at the end of the contract term.

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

6.2.5 The service provider should include colour-copied photos of the all equipment that must be used within the Forum building, this equipment is subject to the Departments physical verification once they are appointed.

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

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

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

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

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6.3 SERVICE STANDARD

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

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

6.4 CLEANING MATERIAL

6.4.1 All cleaning materials should be SANS approved, and a proof/certificate of product registration must be provided in this regard.

6.4.2 The service provider should include colour copied photos of the all products that must be used within the Forum building; these products are subject to the Department's physical verification.

7. SECURITY

7.1 The Department must be entitled to point out any employee of the service provider who, in the opinion of the Department, is a safety, health or security risk. The service provider must then not make use of such a person to fulfil his/her obligation under this contract anymore. The Department must not be involved in labour related disputes or supervision. The service provider must supply and document proper supervision and set up complaints mechanisms.

7.2 The service provider must be held liable for any theft of assets belonging to the Department and its employees as well as breakage caused by the service provider's employees.

7.3 Where applicable, the service provider must immediately comply with the Department's request and the service provider must not be entitled (as a result of such request) to claim any possible damages or loss from the Department.

7.4 The company and its employees may be subjected to positive security vetting and screening

8. ACCESS CONTROL

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

- Name of Firm (Service provider)
- Name of Employee
- ID photo

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- 8.2 The card must at all times be displayed when employees are on duty.
- 8.3 The service provider or his / her employees must not hamper or influence the normal functioning of the Department.
- 8.4 No information pertaining to the Department must be transferred by the prospective service provider and his/her staff to the public or new media in any manner.
- 8.5 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning materials are available at all times and that it should be replaced as required.
- 8.6 Service Provider must ensure that the Department is informed immediately but no longer than 12 hours of any removal and replacement of personnel for security reasons.

9. REPORTING AND MONTHLY MEETINGS
9.1 MONTHLY MEETINGS

The service provider must attend monthly meetings with the Department's relevant unit head/s, on dates scheduled and agreed upon by both parties.

9.2 DAILY MEETINGS

The service provider must appoint a representative to hold daily meetings with the Department's appointed officials responsible for daily operations, to discuss daily arising matters, such as unsatisfactory service, reporting on damages to office items, i.e. blinds, loose carpets, cracked windows, stained carpets, loose toilet seat, etc.

9.3 REPORTS

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

- 9.4 The successful bidder will be expected to submit monthly certificates for waste disposal to ascertain compliance to regulations.

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10. BREACH, PENALTIES AND TERMINATION

- 10.1 The Department shall make every effort to provide all the information necessary to assist the service provider to reach the required levels of service referred to in this document. However, should the service provider breach the standards mentioned in this document, the said failure must be regarded, as breach and it must attract penalties that must result in the termination of the contract.
- 10.2 The Department shall, without prejudice to any other remedy it must have in terms of the Agreement or any other law, be entitled to cancel the Agreement (in whole or in part) or suspend the services in the event of:
- 10.2.1 The main member/director or in the case of sole proprietorship, the owner of the service provider becoming incapacitated and such incapacity affecting the rendering of service in terms of the agreement adversely;
- 10.2.2 A court order being granted to either provisionally or finally declares the service provider insolvent;
- 10.2.3 The service provider engaging in Fraudulent and/or Corrupt activities in competing for or in providing of the cleaning service;
- 10.2.4 Failure to maintain the necessary and required confidentiality in respect of information obtained through the business relationship with the Department.
- 10.2.5 Failure to comply with, supply the correct described consumables, and provide the necessary daily cleaning as provided for in this document without a valid and proven reason;
- 10.2.6 Failure to provide the full services, which must lead to additional costs to the Department and compliance to the Health & Safety standards.
- 10.2.7 Failure or inability by the service provider, for any other reason, to perform its duties in terms of this document;
- 10.2.8 Unsatisfactory progress of the work or quality thereof (in the Department's opinion);
- 10.2.9 Prior to a suspension of services, the Department shall give the service provider fourteen (14) calendar days written notice to suspend and to make arrangements to stop the services and to minimize further expenditure;
- 10.2.10 On the occurrence of an event referred to in 1, 2, 3 and 4 above or within a reasonable time after the Department becomes aware of the same, the Department shall give the service provider written notice of termination having immediate effect.

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- 10.2.11 On the occurrence of an event referred to in 5, 6, 7 and 8 above or within a reasonable time after the Department becomes aware of the same, the Department shall serve notice of breach on the service provider requiring them to remedy the breach within fourteen (14) calendar days of such notice of breach; after which and upon failure by such service provider to remedy the breach the Department shall give the service provider written notice of termination having immediate effect.
- 10.2.12 In the event that the Department terminates the Agreement in whole or in part, the Department is entitled to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding 5 years;
- 10.2.13 The service provider shall be entitled to, without prejudice to any other remedy it/he/she must have in terms of the Agreement or any other law, cancel the Agreement (in whole or in part) or suspend the services in the event where:
- 10.2.14 The Department has failed to make payment in accordance with the Agreement;
- 10.9.15 Services have been suspended in terms of the agreement and the period of suspension has exceeded six (6) months; and as such it is evident to the service provider that it must be unlikely or impractical to resume the suspended services.
- 10.9.16 Prior to suspension of services or cancellation of the Agreement, the service provider shall serve on the Department, notice of breach requiring the Department to remedy the breach within fourteen (14) calendar days of such notice; failing which the service provider shall give the Department written notice of termination having immediate effect.
- 10.9.17 Either party shall be entitled to cancel the Agreement should the other party be in breach of any other material term thereof and provided written notice of such breach had been given demanding that the breach be remedied within fourteen (14) (calendar) days and, despite such notice, the defaulting party remains in breach.
- 10.9.18 Should either party be prevented by a cause beyond its control from performing its obligations in terms of the Agreement, it must cancel the Agreement or suspend the services without prejudice to the accrued rights that the parties have against one another.
- 10.9.19 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period the Department may cancel the contract within one-month notice.

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11. SERVICE LEVEL AGREEMENT

The successful bidder must enter into a Service Level Agreement with the DOT and must mark up and provide comments based on the scope of services mentioned in paragraph 3 and 5 of this document and submit as part of the bid.

12 BRIEFING SESSION & SITE INSPECTION WITHIN THE PREMISES OF THE DEPARTMENT

There will be a physical briefing session facilitated by Facilities Management and Supply Chain management. The site inspection will be mandatory and details for both briefing session and site inspection will be made available to all prospective bidders.

13. RULES OF BIDDING AND BID SUBMISSION REQUIREMENTS

Rules of bidding:

13.1 The individuals proposed for professional work on the project shall remain on the project unless the Department grants permission to change the proposal. Such permission must only be granted in exceptional circumstances.

13.2 No material or information derived from the provision of the services under the Agreement must be used for any purposes other than those of the Department, expect where authorized in writing to do so. All information must be held strictly confidential. The successful Service Provider must be required to sign a confidentially agreement with the Department.

13.3 In the event that negotiations between the Department and the preferred Service provider /s fail with regard to the conclusion of a Service Level Agreement, the Department reserves its right not to appoint the preferred Service provider /s without incurring any liability to compensate or reimburse the preferred Service provider /s.

13.4 Neither the Department, nor any of its respective, officials or employees must make any representation or warranty, expressed or implied in this ToR document, and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the part or the future.

13.5 A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorised person.

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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING SERVICES FOR A PERIOD OF TWO (2) YEARS FOR THE NATIONAL DEPARTMENT OF TRANSPORT

- a) A proposal submitted by a partnership must be accompanied by a written partnership agreement and Tax clearance certificates and BEE certificates
 - b) A proposal submitted by a Joint Venture and or a Consortium of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating-
 - c) The conditions under which the consortium must function;
 - d) Its period of duration;
 - e) The persons authorised to represent it;
 - f) The participation of the several parties forming the consortium;
 - g) The benefits that must accrue to each party;
 - h) Any other information necessary to permit a full appraisal of its functioning.
 - i) Individual Tax clearance certificates and BEE certificates (where applicable)
- 13.6 The cost of preparing proposals and of negotiating the contract must not be reimbursed.
- 13.7 Service providers must ask for clarification on this ToR forty-eight (48) hours before the deadline of the submission of bids. Any requests for clarification must be submitted by email to the SCM.
- 13.8 In cases where company, partnership or close corporation commences business for the first time or either do not have capital; the following particulars must be furnished
- Full particulars of a registered, reputable financial institute / company that will assist with the commencement of project e.g. buying material and equipment.
- 13.9 Bid submission requirements must be completed in sections and appendices provided in the bid document.

You are welcome to provide us with any additional information you consider of importance for us to consider when evaluating your response to this tender.

Service providers must at all-time comply with the Department of Transport's Supply Chain rules and Supply Chain policies.

- 13.10 Prospective bidders must submit photos of all the equipment that they will be using at the Department.

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14. PAYMENT

The service provider must submit the invoices together the itemised bills on a monthly basis following the transaction. The invoice must reflect the following minimum basic information and any additional specific information relating to the service provided.

Basic Information:

- a) Invoice number and date
- b) Name of service provider and address
- c) Order number
- d) Amount

Payment must only be made upon receipt of a correct invoice.

14.1

CREDIT NOTES

Credit notes must reflect the following minimum information:

- a) Credit note number and date
- b) Name of service provider and address
- c) Original invoice number and date
- d) Amount credited and any deductions due to service

15.

PRICING SCHEDULE AND COST BREAKDOWN

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

15.1

The total quoted price must be in rands, shall include VAT, packaging and delivery, firm prices for 24 months (2 years). Pricing in the Bid response must be done in the following format:

15.2

The Total quoted price must include 15% VAT, provided the service provider is VAT registered.

15.3

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

16.

BID DOCUMENTS AND INFORMATION

Bidders are required to:

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- 16.1 Make use of the prescribed bid documents as provided by the State.
- 16.2 Insert prices and all other required information in the appropriate spaces on the prescribed documents. No additional special conditions, inserted by the bidder in the bid document, will be accepted.
- 16.3 Submit all further information required in the bid documents and to supply pamphlets, samples, etc., where required.
- 16.4 Incomplete (When all the required information has not been submitted a bid is deemed incomplete) bids must be deemed invalid.
- 16.5 Bids must be submitted with the original sequence of pages, do not remove any pages from the list of items provided, should you wish not to bid for those items simply indicate "No Offer".
- 16.6 The bid document must be completed in the prescribed format.

17. THE DEPARTMENT'S DISCRETION

The Department reserves the right to:

- 17.1 Accept one or more bids submissions;
- 17.2 Accept a bid submission that does not reflect the lowest pricing;
- 17.3 Reject all bids submitted;
- 17.4 Consider any bid that does not conform to any aspect of the bid;
- 17.5 Decline to consider any bid that does not conform to any aspect of the bid;
- 17.6 Request further information from any bidder after the closing date;
- 17.7 This bid or any part that could be cancelled at any time; or
- 17.8 This bid or any part that could be awarded to any one or more bidders.

18. BID NEGOTIATION

The Department reserves the right to enter into a phase of negotiation with the bidder for the purposes of establishing a mutual understanding in terms of an

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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING SERVICES FOR A PERIOD OF TWO (2) YEARS FOR THE NATIONAL DEPARTMENT OF TRANSPORT

optimal solution in terms of the specified requirements. The Department is not obligated to enter into an agreement with the respective bidder (s).

19. FINANCIAL STATEMENTS

The Department reserves the right to verify financial information and documentation of the respective bidder.

20. CONFIDENTIALITY

The information contained in the bid document as well as the bidder's response must be treated with confidentiality by all parties involved in the bid process.

21. EVALUATION CRITERIA AND METHODOLOGY

NOTE: BIDS MUST BE CLEARLY NUMBERED AS PER THE CRITERIA

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

Stages 1: Screening of mandatory documents

Stages 2: Functionality / Technical Mandatory requirements

Stages 3: Price and B-BBEE evaluation

21.1.1

Requirements for stage 1:

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

21.1.1.1

Compensation for Occupational Injuries Disease Act. 1993 [COIDA] (Valid **Letter for tender purposes or letter of good standing** obtainable from the Department of Labour). (Proof of Registration will not be accepted.)

21.1.1.2

Bidders are required to be registered on the Central Supplier Database and the Department of Transport shall verify the bidder's tax compliance status through the Central Supplier Database. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database. It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This

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bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant. Compliance should remain valid for the duration of the contract.

21.1.1.3 Bidders are required to provide valid certification for the disposal of sanitary bin contents in accordance with the National Environmental Management Waste Act issued to the bidder. If the bidder intends to make use of a subcontractor for the disposal of sanitary bin contents, the bidder must submit a valid letter of intent/quotation from the entity registered with the Department of Environmental Affairs.

21.1.1.4 Bidders must be registered with recognised Cleaners Association. Proof of registration must be provided. Certified copy for proof of registration must be submitted.

21.1.1.5 The Bidder must, at his own expense, take out sufficient insurance (Public Liability) against any claims, costs, loss and/or damage ensuing from his obligation and shall ensure that such insurance remains operative for the duration of this agreement. A copy of such insurance must be handed to Department of Transport upon commencement of the service. Premiums must be paid monthly after the award for the duration of the project.

21.1.2 Requirements of stage 2:

21.1.2.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

21.1.2.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

21.1.2.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

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

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21.1.2.5 The applicable values that will be utilized when scoring each criteria ranges from:
1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent

The below table should be read in conjunction with page 30

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. ABILITY AND CAPABILITY	Company experience: experience of the company in cleaning and hygiene industry. (Reference letter/testimonials from client-company with client logo, signature, and date of the company to which the bidder is managing or has previously managed must be attached. The letter must not be older than 24 months in either Private or Public Sector, with at least one of 10 000 m² or bigger building NB: The content of the reference letters/testimonials must indicate the type of services rendered and period of the project as well as the magnitude of the project. Contracts, Service Level Agreements, Appointment Letters and Purchase Orders will not be considered as proof of experience. Supervisors to be utilized in the execution of the contract please attach personnel CVs entailing skills, training and experience in cleaning and hygiene(Minimum of 5 supervisors with minimum of Matric, above 3 years' experience as a supervisor)	30
2. METHODOLOGY	• Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems, which may arise during the execution of the contract i.e. contingency plan. Indicate the plan of how reporting will be executed.	50
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

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The Bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

21.1.2.6 Second Stage – Evaluation in terms of 80/20 Preference Points System

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

21.1.2.7 Calculating of points for B-BBEE status level of contribution

Gate 2: Price and BBBEE Evaluation (80+10) = 100 points

Only Bidders that have met the 70-point threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

i. Stage 1 – Price Evaluation (80 Points)

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

The following formula will be used to calculate the points for price:

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING SERVICES FOR A PERIOD OF TWO (2) YEARS FOR THE NATIONAL DEPARTMENT OF TRANSPORT

Pmin = Comparative price of lowest acceptable bid

ii. **Stage 2 – BBBEE Evaluation (20 Points)**

a. **BBBEE Points allocation**

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

Goal	Points out of 10(90/10)	Required proof	Points claimed	Proof attached Y/N
Black owned (BO)	Max 10	deliverables		
100% BO	6			
51%BO	4			
Women Owned (WO)	Max 6	B-BBEE status level certificate issued by an authorised body or person; or A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice		
100% WO	6			
51%WO	4			
Black Designated Group (BDG)	Max 4	B-BBEE status level certificate issued by an authorised body or person; or A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice		
100% BDG	4			
51%BDG	2			
Maximum points	20			

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

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TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING SERVICES FOR A PERIOD OF TWO (2) YEARS FOR THE NATIONAL DEPARTMENT OF TRANSPORT

21.1.2.8 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

21.1.2.9 Bidders must indicate cleaners' wages in the pricing schedule. The wages of the cleaners should not be less than the minimum wage rates as prescribed by the Department of Labour Sectoral determination 1: Contract cleaning sector, South Africa. Only the wage increment adjustments will be considered based on a sectoral wage determination formula. This requirement will only be verified on the third stage of evaluation.

21.1.2.10 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid will be considered for preference points. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender

21.1.2.11 Failure on the part of the bidder to comply with paragraphs 21.1.2.8 and 21.1.2.9 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

21.1.2.12 The Department of Transport may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

21.1.2.13 The points scored will be rounded off to the nearest 2 decimals.

21.1.2.14 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

21.1.2.15 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points

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for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.

- 21.1.2.16 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.
- 21.1.2.17 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

22. CONTACT DETAILS

TECHNICAL ENQUIRIES	BID ADMINISTRATION
Ms. Itumeleng Lehari	Mr. John Mashinini
Department of Transport	Department of Transport
Tel: (012) 309 3464	Tel: (012) 309 3045
E-mail: Leharii@dot.gov.za	E-mail: MashiniJ@dot.gov.za

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Scoring Criterion	1	Poor	0-11 Months of experience with desirable outcomes	client-company with client logo, signature, and date of the company to which the bidder is managing or has previously managed must be attached. The letter must not be older than 24 months in either Private or Public Sector, with at least one of 10 000 m ² or bigger building	Validity of the letter not indicated	Reference letter indicating no m ²
2	Average	1-2 year(s) of experience with desirable outcomes in line with the scope of work	Letter older than 42 months in either Private or Public Sector.	Reference letter indicating at least one of projects below 8 500 m ² or bigger building magnitude	Reference letter indicating at least one of projects below 9 000 m ²	Reference letter indicating at least one of projects below 8 500 m ² building magnitude
3	Good	Over 2-3 years of experience with desirable outcomes in line with the scope of work	Letter older than 24 to 42 months in either Private or Public Sector.	Reference letter indicating at least one of projects below 9 000 m ²	Reference letter indicating at least one of projects below 10 000 m ² to 9 000 m ²	Reference letter indicating at least one of projects below 10 000 m ² building magnitude
4	Very Good	Over 3-4 years of experience with desirable outcomes in line with the scope of work	Letter older than 24 to 36 months in either Private or Public Sector.	Reference letter indicating at least one of projects below 10 000 m ² to 9 000 m ²	Reference letter indicating at least one of projects below 10 000 m ² building magnitude	Reference letter indicating at least one of projects below 10 000 m ² building magnitude
5	Excellent	4 years and above of experience with desirable outcomes in line with the scope of work	Letter not older than 24 months in either Private or Public Sector.	Reference letter indicating at least one of projects with 10 000 m ² or bigger building magnitude	Reference letter indicating at least one of projects with 10 000 m ² or bigger building magnitude	Reference letter indicating at least one of projects with 10 000 m ² or bigger building magnitude

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Supervisors to be utilized in the execution of the contract please attach personnel CVs entailing skills, training and experience in cleaning (Minimum of 5 supervisors with minimum of Matric, above 3 years' experience as a supervisor	No cleaning experience over 3 years	Less than 3 Supervisors with cleaning experience over 3 years	Less than 3 Supervisors with supervisory skills over 3 years	No supervisory skills over 3 years	Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems which
		3-4 Supervisors with cleaning experience over 3 years	3-4 Supervisors with supervisory skills over 3 years		No information or irrelevant
		3-4 Supervisors with cleaning experience over 3 years	3-4 Supervisors with supervisory skills over 3 years	Information covering only the scope of work	Roaster attached in line with scope of work.
		4-5 Supervisors with cleaning experience over 3 years.	4-5 Supervisors with supervisory skills over 3 years	Flexibility plan in relation to cleaning items under rating 3	
		5 Supervisors with cleaning experience over 3 years.	5 Supervisors with supervisory skills over 3 years	Contingency plan attached additional to items under rating 4	

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NATIONAL DEPARTMENT OF TRANSPORT

may arise during the execution of the contract i.e. contingency plan. Indicate the plan of how reporting will be executed.					
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ANNEXURE “A”

TERMS OF REFERENCE: FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING **AND SANITARY** SERVICES FOR A PERIOD OF TWO (2) YEARS FOR THE NATIONAL DEPARTMENT OF TRANSPORT.

TOILETS LIST & LOCATIONS

MIDDLE WEST WING TOILETS/OPPOSITE LIFTS	MIDDLE EAST WING OPPOSITE LIFTS
1st floor ladies toilet= 1+1 disable 2nd floor gents=3+2urinal pan 3rd floor ladies=3 4th floor gents=3+2urinal pan 5th floor ladies=3 6th floor gents=1+ 1 urinal pan Total= 6	Middle East wing toilets/opposite lifts 1. 1st floor gents =1+2 urinal pan 2. 2nd floor ladies=3 3. 3rd floor gents=3+2 urinal pan 4. 4th floor ladies=3 5. 5th floor male=3+2 urinal pan 6. 6th floor female= 2 Total= 6

MIDDLE WEST WING STAIRCASES TOILETS	MIDDLE EAST WING STAIRCASES TOILETS
1. Between Ground ladies & mezzanine floor ladies= 2 2. Between Mezzanine & 1st floor Gents =1+2 urinal pan 3. Between 1st and 2nd floor ladies=2 4. Between 2nd & 3rd floor gents=1+2 urinal pan 5. Between 3rd and 4th floor ladies=2 6. Between 4th and 5th floor gents=1+2 urinal pan Total= 6 toilets	1. Between Ground ladies & mezzanine floor ladies=2 2. Between mezzanine & 1st floor gents=1+2 urinal pa 3. Between 1st and 2nd floor ladies=2 4. Between 2nd & 3rd floor gents=1+2 urinal pan 5. Between 3rd and 4th floor ladies=2 6. Between 4th and 5th floor gents=1+2 urinal pan Total= 6

FAR WEST WING STAIRCASES TOILETS	FAR EAST WING TOILETS
1. Between Ground ladies & mezzanine floor ladies=2 2. Between Mezzanine & 1st floor Gents=1+2 urinal pan 3. Between 1st and 2nd floor ladies=2 4. Between 2nd & 3rd floor gents=1+2 urinal pan 5. Between 3rd and 4th floor ladies=2 6. Between 4th and 5th floor gents=1+2 urinal pan	1. Between ground & mezzanine floor gents=1=2 urinal pan 2. Between Mezzanine & 1st floor ladies=2 3. 1st floor gents=1 4. Between 1st and 2nd floor gents=1+2 urinal pan 5. 2nd floor disable=1 6. Between 2nd & 3rd floor ladies=1 7. 3rd floor ladies=1

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7. Between 5 th & lifts control room ladies=2	8. Between 3 rd and 4 th floor male=1+2 urinal pan 9. 4 th floor ladies=1 10. Between 4 th and 5 th floor ladies=1 11. 5 th floor gents=1 Total= 11
Total= 7	

Ground floor far west wing opposite serving station	Ground floor next to NTPR offices	Ground floor, Reception
➤ Female =4 ➤ Disable=1 ➤ Male 1+2 urinal pans	➤ Female=2 ➤ Male=3+2 urinal pans	➤ Disable toilet=1 ➤ Female toilet=1 ➤ Gents=1 ➤ Control room=1
Total= 3	Total= 2	Total= 4

Ground floor middle east wing/vehicle parking bay	Ground floor far east wing outside vehicle parking
➤ Female toilet=5 ➤ Gents toilet=3+2 urinal pans	➤ Gents=2+2 urinal pans
Total=2	Total=1

4 th floor, Ministry	4 th floor
➤ Gents toilet=1 ➤ Ladies =1 ➤ Minister=1+1 urinal pan ➤ Deputy Minister=1	➤ Office of DG's=1
Total=4	Total=1

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

Toilets =101, urinal pan= 44

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"ANNEXURE B"

NB: Submit a separate cost breakdown utilizing the following format:

BREAKDOWN OF SALARIES/WAGES					
MINIMUM REQUIREMENT AS PER TOR: 35-Including 5 Supervisors and 5 Males					
DESCRIPTION	REFERENCE IN TOR/ANNEXURE/NOTES	QTY	HOURLY RATE	TOTAL MONTHLY YEAR 1	TOTAL MONTHLY YEAR 2
CLEANERS					
Salaries/Wages	TOR 21.1.2.9				
Leave (All types)	TOR 21.1.2.9				
Overtime	TOR 21.1.2.9				
Uniforms	TOR 21.1.2.9				
Legislative Bodies	TOR 21.1.2.9				
Skills Development (Training)	TOR 21.1.2.9				
Other	TOR 21.1.2.9				
TOTAL EXC VAT					
TOTAL INCL VAT					
TOTAL INCL VAT YEAR 1 AND 2					
SUPERVISORS					
Salaries/Wages	TOR 21.1.2.9				
Leave (All types)	TOR 21.1.2.9				
Overtime	TOR 21.1.2.9				
Uniforms	TOR 21.1.2.9				
Legislative Bodies	TOR 21.1.2.9				
Skills Development (Training)	TOR 21.1.2.9				
Other	TOR 21.1.2.9				
TOTAL EXC VAT					
TOTAL INCL VAT					
TOTAL INCL VAT YEAR 1 AND 2					
GRAND TOTAL SALARAIES/WAGES NCL VAT YEAR 1 AND 2					

BREAKDOWN OF EQUIPMENT					
MINIMUM REQUIREMENT AS PER TOR INDICATED IN QUANTITIES					
DESCRIPTION	REFERENCE IN TOR/ANNEXURE/NOTES	QTY	UNIT COST	TOTAL MONTHLY YEAR 1	TOTAL MONTHLY YEAR 2
EQUIPMENT					
Vacuum Cleaners	TOR6.2	10			
Trolley Carts	TOR6.2	35			
Bucket	TOR6.2	35			
Broom	TOR6.2	15			
Mops	TOR6.2	15			
Carpet Brush	TOR6.2	15			
Toilet brush	TOR6.2	103			
Dust pan	TOR6.2	35			
Industrial Cleaning Machines	TOR6.2	4			
Automated Hand towel dispensers	TOR6.2	63			
Automatic Air Freshner Dispenser	TOR6.2, 5.3.2, 5.3.3	63			
Hand soap dispenser	TOR6.2, 5.3.2	63			
Toilet Seat foam Sanitizer dispenser	TOR6.2, 5.3.2	103			
She bins		33			
Rubbish bins (with wheels)	TOR5.2	6 (250L)			
REPAIRS					
MAINTENANCE					
TOTAL EXC VAT					
TOTAL INCL VAT					
TOTAL INCL VAT YEAR 1 AND 2					

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BREAKDOWN OF CLEANING MATERIAL & CONSUMABLES

Taking into consideration the Identified spaces in Specifications, as well as a staff compliments of approx. 700

DESCRIPTION	REFERENCE IN TOR/ANNEXURE/NOTES	QTY	UNIT COST	TOTAL MONTHLY YEAR 1	TOTAL MONTHLY YEAR 2
Toilet Paper (2 Ply)	103*3 daily TOR5.2.1.6, 5.3.1				
Hand Paper Towels/refills	63 Dispensers refilled as required TOR5.2.1.6				
Hand Soap	63 Dispensers refilled as required TOR5.2.1.6, 5.3.2				
Germ Killer: Floor	TOR 5.1.9				
Germ Killer: Sanitray equipment	TOR 5.1.9				
Furniture Polish	TOR 5.1.5, 5.1.8				
Toilet Seat foam Sanitizer refills	103 Dispensers refilled as required TOR5.1.9				
Air Freshener refills	63 Dispensers refilled as required TOR5.2.1.6, 5.3.3				
Glass/Metal/Mirror Cleaner	TOR 5.1.7, 5.1.9, 5.1.13, 5.1.14, 5.2.1.5				
Multipurpose Cleaner/Other cleaning supplies	TOR 5.2.1.9, 5.2.1.4 etc				
Refuse Bags	TOR 5.2.1.3 etc				
Floor polish	TOR 5.2.1.1 etc				
Dusters	TOR 5.2.1.2 etc				
Duster Cloth	70 (or as required)				
Wet Cloth	70 (or as required)				
Dry Cloth	70 (or as required)				
Other					
TOTAL EXC VAT					
TOTAL INCL VAT					
TOTAL INCL VAT YEAR 1 AND 2					

OTHER COSTS

DESCRIPTION	REFERENCE IN TOR/ANNEXURE/NOTES	QTY	UNIT COST	TOTAL MONTHLY YEAR 1	TOTAL MONTHLY YEAR 2
DEEP CLEANING					
Deep cleaning of Ablutions, Lobbies, Reception, Stairs & Lifts	TOR5.3.4	Weekly			
Carpet cleaning with strong detergent	TOR5.2.1.9	Quarterly			
Steam Clean carpets and cloth covered furniture	TOR 5.2.1.1, 5.2.1.10	Twice per year			
DISINFECTING THE BUILDING					
Fumigation/Disinfect entire building	TOR5.2.1.9	Quarterly			
SPECIALISED SANITARY CARE					
Eg. She Bin liner bags, She Packs plastic bags	TOR5.2.1.6	Weekly			
BREAKDOWN OF MANAGEMENT FEES					
OTHER COSTS					
TOTAL EXC VAT					
TOTAL INCL VAT					
TOTAL INCL VAT YEAR 1 AND 2					

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TOTAL SALARIES/WAGES INCL VAT YEAR 1 AND 2		
TOTAL EQUIPMENT		
TOTAL CLEANING MATERIAL & CONSUMABLES INCL VAT YEAR 1 AND 2		
TOTAL OTHER COSTS INCL VAT YEAR 1 AND 2		
GRAND TOTAL INCL VAT YEAR 1 AND 2		

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Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

ANNEXURE B

FINANCIAL

PROPOSALS

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: **BID NO.: DOT/20/2023/CS.**
CLOSING TIME 11:00 CLOSING DATE 20 September 2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE	DAILY RATE
R.....	
R.....	
R.....	
R.....	
R.....	

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	 days
.....	R.....	 days
.....	R.....	 days
.....	R.....	 days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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

TOTAL: R.....

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

Name of Bidder:

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

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

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF TRANSPORT
Mr. Tyron Mkhari/ John Mashinini
Supply Chain Management
Tel: 012 309-3011/3045

Or for technical information –

DEPARTMRNT OF TRANSPORT
Ms. Itumeleng Lehari
Tel: 012 309 3832
E-mail: Leharii@dot.gov.za