



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

CLEANING SPECIFICATIONS SECUNDA LABOUR CENTRE

CLEANING CONTRACT FOR 36 MONTHS

LMP 05/2022

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SPECIFICATIONS FOR:

SPECIFICATION FOR THE PROVISION OF CLEANING AND SANITATION SERVICES FOR SECUNDA LABOUR CENTRE.

1. FLOOR PLANS SPECIFICATION FOR CLEANING SERVICES:

a) Ground floor

Offices:	19 x Offices
Kitchens:	1x kitchen
Ablution Facilities:	2x female (3 cubicles, 2 hand wash basin 2 x Male (3 cubicles, 2 urinals, 2 hand wash basins) 1 x disabled toilet (1x hand wash basins)
Reception area:	1 x reception areas (tiles)
Parking bays with shelter	4 x paving
Public Parking without shelter	18 x paving
Veranda / Queue area	1 x paving

Total square meters offices (carpeted areas) for the ground floor = 485m ²
Total square meters boardrooms, store rooms, and toilets (tiles areas) for the ground floor = 339m ²
Total square meters parking bays (paving arears) = 126m ²
Total square meters public parking (paving arears) = 420m ²
Total square meters veranda (paving arears) = 55m ²

g) **Total square meters for Secunda Labour Centre**

Overall m² for all floors	Number of visitors	Number of staff
550m²	160 weekly	42 Secunda Labour Centre Office staff

2. SITE INSPECTION

Prospective bidders **must** visit the premises to familiarize themselves with the extent of the service to be rendered. A site inspection certificate (attached) must be completed and submitted with the bid. Failure to attend the compulsory site inspection meeting will invalidate a bid.

The compulsory briefing and site inspection will be held as follows

Date: 22/02/2023
Time: 10:00am
Place 4 Waterson street
Sunset Park
Secunda

3. WORKPLAN

The bidders must submit, together with the bid, a complete work plan in which, amongst others, the following should be indicated:

3.1 The work method/plan that will be followed for the execution of the contract;

A schedule of all duties to be carried out by the cleaning contractor must be approved by **Department of Employment and Labour** for the full contract period, should be included in the work plan, as requested above. The work plan document will form part of the Service Level Agreement between the **Department of Employment and Labour** and the appointed cleaning contractor. The **Department of Employment and Labour** will work strictly according to the work schedule and if tasks indicated on the work schedule are not performed on time that will constitute a break of contract and penalties will be levied.

NB: No other duties will be performed by the cleaning staff (e.g. washing of crockery, dishes for **Department of Employment and Labour staff)**

4. NUMBER OF CLEANERS

Total number of cleaners on site two (2), one (1) cleaner and one (1) supervisor are required for the offices, toilets, staircases, passages and for other cleaning areas e.g. court yards, parking areas, and dustbins, as specified in the work plan.

Cleaners on leave should be replaced with temporary cleaners for duration of leave or sick leave

5. LEGISLATIVE REQUIREMENTS

Total number of cleaners on site two (2), one (1) cleaner and one (1) supervisor are required for the offices, toilets, staircases, passages and for other cleaning areas e.g. court yards, parking areas and dustbins, as specified in the work plan.

5.1 Bidders must comply with the following Labour Legislation but unlimited to this,

- To adhere to all the prescribed conditions as per: Basic Conditions of Employment Act 75 of 1997;
- To advance economic development, social justice, labour peace and the democratisation of the workplace as per: Labour Relation Act 66 of 1995.
- To adhere to all the prescribed conditions as per: Occupational Health Safety act 85 of 1993.
- Bidders must be registered with the Unemployment Insurance Fund as per, Unemployment Insurance Contributions Act, No. 4 of 2002
- Bidders must be registered with Compensation Fund, as per Compensation for Occupational Injuries and Diseases Act of 1993
- Bidders must be registered with South Africa Revenue Services, as per SARS Act of 1997.
- Bidders must comply with the minimum wages and conditions as per: Sectoral Determination 1: Contract Cleaning Sector, South Africa.
- Shortlisted bidders will be inspected with regard to all the Labour Legislative requirements.

5.2 PLEASE NOTE

It is compulsory that bidders must comply with the provisions as per Sectoral Determination 1: Contract Cleaning Sector, South Africa

6. Department of Employment and Labour OFFICIAL WORKING HOURS

- The working hours of the Department of Employment Labour are from 7H30 to 16H00 (Monday to Friday) Monday to Friday, excluding public holidays.
- Lunch break is between 12:45 and 13:30.
- The working hours for the cleaning staff will be from 6h30-15h30.
- Provisioning should be made for overtime when required.

7. CLEANING EQUIPMENT REQUIRED

The contractor must supply all equipment and cleaning material of good and acceptable quality for the rendering of the service. Cleaning material should include the following, but is not limited to the items mentioned **ALL CLEANING MATERIAL MUST BE SABS APPROVED AND A SAFETY DATA SHEET MUST BE PROVIDED.**

7.1 General Equipment

- 7.1.1 Industrial Heavy duty carpet cleaner (wet and dry);
- 7.1.2 Vacuum cleaners (less noise). **THERE MUST BE NO SHORTAGE OF VACUUM CLEANERS** and must be functional at all times;
- 7.1.3 Mop trolleys;
- 7.1.4 Garden Brooms must be replaced every 6 months;
- 7.1.5 1.5m feather dusters and short one;
- 7.1.6 Warning signs for wet / slippery floors available for all cleaners 2 per cleaner;
- 7.1.7 Cleaning cloths **dedicated to each area**
- 7.1.8 And all other necessary equipment (to be indicated in workplan).

7.2 CLEANING MATERIAL: SABS APPROVED

- 7.2.1 Toilet paper packs supplied as per demand of the office **per months**; of good quality **double ply**.
- 7.2.2 Cleaning chemicals for cleaning of toilets, floors etc.
- 7.2.3 Toilet brushes – 1 per cubicle. Replaceable as and when required.

- 7.2.4 Scrubbing scourers;
- 7.2.5 Personal protective equipment(e.g. gloves, dust masks);
- 7.2.6 Furniture spray;
- 7.2.7 Cleaning liquid for copper, stainless steel, chrome, windows and mirrors;
- 7.2.8 Non-ammoniac stripper (Similar to Wetrok) Sealing (Similar to Wetrok);slip polish for floors;
- 7.2.9 Air freshener canisters in toilets;
- 7.2.10 Hand liquid soap;
- 7.2.11 Disinfective cleaning liquid for all toilets; (All toilet)
- 7.2.12 Hand paper towel roll packs (required quantity per pack per month);
- 7.2.13 Plastic bags for dustbins in the kitchens and for office waste;
- 7.2.14 Plastic bag for sanitary bins, cleaning material and deodorized small sanitary disposal bags.

7.3 UNIFORM, OVERALL AND PROTECTIVE CLOTHING

- 7.3.1 The bidder must supply in serviceable condition, free of charge, any uniform, overall, gumboots or other protective clothing,
- 7.3.2. Such uniform, overall, gumboots or other protective clothing shall remain the property of the employer.
- 7.3.3 Every worker must be clothed in full uniform, depicting the name of the company and name tag for each employee.

8. **TRAINING OF CLEANERS/EMPLOYEE**

8.1 Continuous training of cleaning staff should be provided semesterly (twice per year) and bidders must also ensure that every employee need to be trained.

9. **MEETINGS**

- 9.1 The project manager of the appointed cleaning company must attend the following meetings organized by DOEL:
 - Ad-hoc meetings organized as and when necessary;
 - Monthly meetings organized by DOEL.
 - The supervisor must draw up timetables and work schedules on a daily basis, according to work plan.
 - Disaster Management: In the event of flooding or any other incident, which may occur, emergency cleaning must be undertaken by the service provider.

9. WORKPLAN

9.1 BUILDING ENTRANCES: MUST BE CLEANED BEFORE **WORKING** HOURS

- Glass doors 2x per day

9.2 OFFICES AND PASSAGES AND LOBBY FLOORS WITH CARPETS

- Passages and lobbies Vacuum twice per week
- Offices Vacuum twice per week

9.3 PASSAGES AND LOBBY FLOORS WITHOUT CARPETS

- Sweep Daily
- Mopping Daily

9.4 OFFICE CLEANING

- Dust all surface Every second day
- Dust all high ledges and fittings. Every second day
- Dust all window ledges. Every second day
- Clean and disinfect telephones Every second day
- Empty waste baskets Twice a day, Morning & after lunch
- Polish Furniture Every second day
- Vacuum Twice per week

9.5 STORAGE ROOMS

- Storage room must be kept clean when requested.

9.6 WALLS AND ART WORK

- Walls and Artwork (painting) must be washed when and where necessary with a recognized soap that will not damage the surfaces.
- Artwork: Feather duster must be use to clean the artwork/dusting.

9.7 TOILETS: MUST BE CLEANED BEFORE TRADING HOURS

- Maintain floor according to types Daily (2 times per day)
- Mopping mop floors with disinfectant. Daily (2 times per day)
- Empty and clean all waste receptacles. Daily (2 times per day)

- Empty and **disinfect** sanitary bins Weekly
- Clean and sanitise all bowls, basins, urinals 2 times per day
- Clean all mirrors Daily
- Clean all metal fittings Daily
- Replenish consumables i.e. toilet papers, Soap and towel hand rolls Daily/refill when needed

9.8 LIFTS

- Completely clean interior of all lifts including Indicator boards Daily
- Clean lift door tracks Daily

9.9 STAIRCASES

- Sweep Daily
- Wash entrance staircases Every second day
- Handrails made of copper, chrome must be polished **Twice per month**
- Handrails made of wood must be wiped daily with a damp cloth and polished Twice monthly
- Monitor stairs cleanliness **On a regular basis**

9.10 BLINDS

- Dust Every week

9.11 PARKING AREAS, BASEMENT, COURT YARDS ROOF ENTERTAINMENT AREA

- Remove weeds, dead leaves, papers around outside building
- Parking, basements, courtyards and roof entertainment area kept clean at all times

9.12 STOREROOMS

- Store room should be clean when requested

9.13 REFUSE AREA

- Sweep and keep area tidy and place municipality dustbins daily outside the building for collecting of waste.

9.14 KITCHEN

- Sweeping of floors Daily morning and after lunch
- Washing of floors Daily morning and after lunch
- Wash sink area Daily morning and after lunch
- Empty dustbin Twice morning and after lunch
- Wipe fridges and microwaves inside and outside **once** a week. (**only if the equipment is in the communal area and open plan area**)

9.15 BOARDROOMS

- Vacuum Daily before meetings and training.
- Dust all boardroom tables and chairs Daily before meetings and training

9.16 COMPUTER EQUIPMENT, TELEVISIONS, VIDEO EQUIPMENT, FAX MACHINE PHOTOCOPY DVD PLAYERS AND DSTV DECODERS

- **Must be dusted on request**

9.17 DOORS

- Doors must be dusted on both sides

9.18 COMPUTER ROOMS

- Computer rooms must be cleaned daily in such a way that dust do not rise or accumulate on apparatus during cleaning on same schedule as offices. Specific arrangements in this regard must be made with the occupants, as entrance to computer rooms is restricted.

9.19 DEEP CLEANING

- Deep cleaning for kitchen must be done **quarterly** (after every three months)
- Deep cleaning for toilet must be done **quarterly** (after every three months)
- Washing of windows per semester (twice per year)
- Washing of upholster (chairs) per semester (twice per year).

10. SANITARY CONSUMABLES REQUIREMENT

NB: The service provider must install, maintain and repair the following sanitary equipment required:

- Lockable toilet Paper Holders, Refills, (maintain the existing when required with similar quality and colour). Maintain and repair the existing, replace were necessary.
- Toilet Paper Quality must comply with SANS 1887 - 2
- Sensor Operated Hand Towel (Paper) Dispensers, Refills, (Maintain, repair and replace were necessary with the similar quality and colour.)
- Hand Towel Quality must comply with SANS 1887- 8
- Sanitizer Drip Master for Urinals, (repair or replace, maintain the existing when required with the similar quality or colour)
- Supply sanitary bins in all female and disabled toilets cubicles and service weekly
- Sensor Operated Hand Soap Dispenser: (repairs or replace the existing when required with similar quality and colour.).
- Air freshener holders in toilets: Supply and maintain air freshener holders for Male, Female and Disabled toilets.

NB: Refer to number of toilet per floor and toilet cubicles (Paragraph 1 page 4-7 floor plans specification)

11. CONTRACT PRICE AND DURATION

(For the duration of the contract the Prices are Fixed for the provision of the Sectoral Determination)

The contract price must fixed , firm and valid for the full 36 **months**.

12. SPECIAL BID CONDITIONS

PERIOD: 36 months

CLOSING TIME:

VALIDITY: 120 days

CONDITIONS OF BID

INFRASTRUCTURE

12.1 Bidders must furnish the following information per annexure regarding their company as part of the bid: (**Annexure A – paragraph 21**)

12.1.1 Number of staff currently employed, divided into -

12.1.2 Management personnel / certify ID copies;

12.1.3 Supervisors; and

12.1.4 Cleaners. Full time:

12.1.5 Address of Head Office

12.1.6 Addresses of regional offices/branches

12.1.7 Date from when the company commenced to render cleaning services.

12.1.8 Details of current and completed cleaning contracts over the past five years, e.g. names of clients, contract period and value, and the names and telephone numbers of the persons with who contact can be made for reference purposes.

12.1.9 Annual turnover

12.1.10 Names, postal address and telephone number(s) of bankers and the name of the contact person where financial enquiries may be answered.

12.1.11 Name, address and telephone number of auditor(s) and the name the contact person where financial enquiries may be answered.

12.1.12 The amount the firm is insured for against public liability and the name and address of the relevant insurance company as well as the policy number.

12.1.13 The name, identity numbers and street addresses of all partners must be indicated where persons, who are a partnership or a company comprising a partnership, tender.

NB: Only CIPC registered suppliers will be allowed to bid for this tender.

13. CONTRACT CONDITIONS

13.1 ROUTINE ACTIVITIES IN OFFICES

Cleaning work should under no circumstances disrupt the routine activities of the State.

13.2 WORKMANSHIP AND MATERIAL

All work must be of a high standard and executed to the satisfaction of the Department. All material, viz. chemicals, etc. must be of good and acceptable quality.

13.3 FIRE EXTINGUISHERS

The contractor and his employees shall under no circumstances make use of firehose reels or other fire extinguishers on the site in the activities attached to the rendering of the service.

13.4 TOILET CLEANING AND DRESSING ROOMS

The cleaning of toilets and dressing rooms shall, as far as possible, be done by employees of the appropriate sex.

13.5 UNACCEPTABLE CLEANING AGENTS

No equipment, utensils or agents that may cause damage to persons, the buildings, fittings, or contents shall be used. The Department has the right to reject any such equipment, utensils or agents.

13.6 MACHINES AND EQUIPMENT

The contractor shall re-fill, empty or clean his machines and equipment only at such places as indicated.

13.7 WARNING SIGNS

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

13.8 INFLAMMABLE AND POISONOUS SUBSTANCES

The contractor shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the Department for the rendering of the service or any other purposes.

13.9 LIABILITY

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

13.10 DAMAGE COMPENSATION

The contractor will be held responsible for any damage or thefts that may be caused, to the premises or contents, by him or his employees or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the contractor

13.11 RECTIFICATION OF DAMAGES

In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the service, the contractor undertakes to rectify the damage immediately to the satisfaction of the State. If the contractor fails to act immediately after notification, the State will rectify the damage at will and the costs thereof will be recovered from any moneys due to the contractor.

13.12 **ARBITRATION**

Parties to this agreement confirm that it has been agreed that no dispute forthcoming from this agreement will be laid before the court. Any dispute arising in respect of any matter in connection with this agreement, or the validity or meaning or execution thereof must be settled through arbitration in accordance with the procedures and ways stipulated hereunder:

- Within 10 days after agreement could not be reached a party will have the right, by notice to the other, to demand that the dispute be referred for arbitration in terms of this clause.
- The parties involved must agree mutually as to who will act as arbiter.
- The arbiter must notify the parties in advance, regarding the remuneration for his services.
- Each party must submit a full written view of his case to the arbiter within 30 days of the notification per paragraph 4.1 in which all evidence, affidavits, facts, submissions of expert evidence, etc. on which his case rests and he must serve a copy on the other party.
- Within 14 days after receipt of the copy of the other party's case - view, any party may reply thereto and submit a supplementary piece to the arbiter and serve a copy on the other party.
- The arbiter must then consider the dispute and decide on the evidence before him without the appearance of any of the parties or any legal representatives before him.
- The arbiter may make any decision or allocation which in his discretion is fair and appropriate.
- The arbiter must take the intention of the parties into consideration and make his decision in accordance with the South African Law. He is not strictly bound to the rules of the law but should let himself be guided by principles of justice and fairness.
- The findings of the arbiter may include an order which instruct the unsuccessful party to pay the remuneration of the arbiter as well as the expenses of the successful party.
- This clause holds the irrevocable consent of the parties to the arbitration and no party shall have the right to withdraw from it or claim that he is not bound by this clause.
- If a party withdraws from the arbitration, it will be accepted that he consents to the arbiter's findings against him.

14. CONDITIONS IN RESPECT OF THE PERSONNEL OF THE CONTRACTOR

- a) The personnel of the contractor will have access to all areas, subject to other stipulations in this contract, to render the service. If the service is not rendered in that specific area at a given time, access to that area is forbidden.
- b) Each member of the contractor's personnel must submit a trade health certificate at the start of the cleaning service and it must be revised annually at the request of the contract person.
- c) Without prejudice to the contractor's responsibility to select his personnel before employment, the State will at all times have the right to point out staff members of the contractor who is considered a safety, health or security risk or undesirable in which case the contractor will be requested not to utilize such person(s) any longer to honour his obligations in terms of this agreement.
- d) In such a case the contractor will immediately comply with the request and the contractor will not (as a result of such a request) be entitled to bring a claim for loss or damage against the State and the contractor indemnifies the State against any claim from the employee concerned.

15. UNSPECIFIED SERVICES

Should any unspecified services be required by the occupant of the building and payment must be made for such services, authorization in the form of an official order must be obtained in advance.

16. PAYMENTS

Payment will be made monthly on submission of an invoice for the services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Invoices cannot be certified as correct before the work has been properly performed, that is certification can only take place after the last working day of the month during which the service was rendered. Payment will be made within 30 days after receipt of the correct invoice.

17. BREACH OF CONTRACT

If the service is interrupted or temporarily delayed as a result of labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the contractor, the parties must mutually agree on methods to continue with essential services.

18. TERMINATION AND/OR WITHDRAWAL

- 1) In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the State Tender Board's General Conditions and Procedures (ST 36) will be applicable.

- 2) The State reserves the right to withdraw any part(s) of the premises or the premises as a whole from the service, with three months' written notification to the contractor. Should a part of the premises be withdrawn from the contract, the contract amount will be adjusted pro-rata from date of withdrawal. The contractor will be entitled to payment up to the date of withdrawal but will not be entitled to any compensation or damages as a result of the withdrawal or termination.
- 3) Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force majeure (*vis major*) the State will, in its discretion, determine which part(s) of the premises cannot or should not be put to further use for the original
- 3) utilization and in respect of the unusable part(s) of the premises the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favour of the one party against the other shall result therefrom. In respect of the remaining part(s) of the premises that will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change. When the damaged premises have been repaired, the State can request the contractor to resume the cleaning service with one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

QUESTIONARE	
NB:	TO BE COMPLETED BY ALL BIDDERS. FAILURE TO COMPLY WITH THE QUESTIONNAIRE WILL INVALIDATE THE BID

1.1

Project Manager available

Yes/No

1.1.1

Full time manager

.....

1.1.2

Part time manager

.....

1.2

Supervisor/s

Yes/No

1.2.1

Full time

.....

1.2.2

Part time

.....

1.2.3

Cleaner, but also applied as supervisor

.....

1.3

Number of workers offered for the rendering of this service

1.3.1

Full time

.....

1.3.2

Part time

.....

1.3.3

Full time supervisors

.....

1.3.4

Part time supervisors

.....

1.4

Training

Indicate what training is given:

1.4.1

Standard training courses

.....

1.4.2

On duty training

.....

1.4.3

Any other training

.....

1.5

Equipment

Indicate what equipment is to be used

.....

.....

.....

.....

1.6 Workplan

Did you submit a detailed trade/work plan?

Yes/No

1.7 Experience

Indicate how many years experience in the cleaning business

.....

1.8 Cleaning Industry

Are you a member of a contract cleaning association?

Yes/No

Submit proof

.....

1.11 Prices

Are bid prices firm for the duration of the contract period?

Yes/No

1.12 Did you complete all the necessary SBD forms and/or annexures?

Yes/No

1.13 References

Full details of references, if available, must be submitted

Yes/No

1.14 Site Inspection

Did you attend the site inspection meeting?

Yes/No

Certificate submitted?

Yes/No

19. EVALUATION OF STAGES OF THIS BID

Stage 1 ADMINISTRATIVE COMPLIANCE

MANDATORY DOCUMENTATION

- Original and valid Tax Clearance Certificate (also attached the recent summary report from CSD)

Bidders must submit certified copies of the following documentation (certification must not be older than 3 months)

- ID copies for all company Directors
- COIDA (Valid/Current Letter of Good Standing)
- UIF (Valid/Current Certificate of Compliance)

- Three reference letters from the bidders for completed service

Stage 2 Functionality only bid that achieve minimum qualifying score of 70% will be evaluated further on price and BEE (80/20) principle will be used

No.	Functionality Criteria	Score
1	Relevant experience in the Cleaning industry Attach copy of existing or previous contract/ purchase order or appointment letter from the entities a service is/was rendered. • More than five years. • From three to five years • One to three years • Less than one year. Please note that different contract that run concurrently will be accounted as one in years of experience.	
2	Demonstrate Locality of the business by attaching municipality account in the name of the director or owner of the company) name of the director/owner not older than 3 months:	

	• Well established office in the Govern Mbeki municipality District (Gert Sibande). • Well established office within the Mpumalanga province • Well established office in RSA.	
3	A detailed Project/work Plan	
4	Financial Management: The bidder is required to submit bank rating/ grading letter as per the following categories • Category A – • Category B– • Category C – • Category D–	
TOTAL POINTS		100

Stage 3 Price/B-BBEE Evaluation 80/20 Preference Point System

Price points	80
B-BBEE status level contribution	20
Total	100 points

Calculation of points for B-BBEE status level of contributor Points will 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(80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates/sworn affidavit or certified copies under the Commission of Oath thereof together with their bids, to substantiate their BBEE rating claims. If copies are not certified by the Commissioner of Oath, BBEE certificate/sworn affidavit will not be considered.

20. SPECIAL CONDITION OF CONTRACT (SCC)

- 1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, DOL reserves the right to include or waive the condition in the signed contract
- 2) DOL reserves the right to –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.

- 3) In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, DOL will invoke the rights reserved in accordance with subsection (2) above.

20.1 CONTRACTING CONDITIONS

- a) Formal Contract. The successful bidder will be required to sign a Service Level Agreement (SLA) and a contract.
- b) Right to Audit. The Department reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender
- c) Any proposals received in response to this bid remain the (intellectual) property of the Department of Labour.
- d) The successful bidder will be required to sign a Service Level Agreement (SLA) and a contract.
- e) Apart from registering on CIP and must have a compliant tax status.
- f) Bidders are also kindly requested to submit five (5) copies plus the original of each proposal
- g) DELIVERY ADDRESS. The supplier must deliver the required services at the addresses referred to page 5.
- h) Inspection will be conducted to all shortlisted bidders in regard to legislation requirement.

NB:!!! Please Note: Attendance Of The Briefing Session and Site Inspection Is Compulsory And Bids Of Prospective Bidders Who Do Not Attend The Briefing and Site Inspection will be Disqualified In the Adjudication Of The Bid.

The compulsory briefing and site inspection will be held as follows:

20.2 STANDARDS

The Supplier represents that:

- i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
- ii) it is committed to provide the Resources or Services; and
- iii) perform all obligations detailed herein without any interruption to the Customer.

The Supplier must ensure that work or service is performed by a person who has received the necessary training on cleaning and is able to use the machinery or equipment.

20.2.1 STANDARDS OF SERVICE REQUIREMENTS

- a) The resource provided by the successful bidder will be required to adhere to the service level agreements between Auxiliary Services and the clients:
- b) Service level agreement hours are between **06h30 to 15h30**
- c) Early Watch and Health Checks must be conducted daily to ensure timeous corrective action.

20.3 LOGISTICAL CONDITIONS

- 1) **Hours of work.** The bidder will be held accountable on milestones delivered not on time and material.
- 2) Work is expected to be delivered to the Department between **07h30 to 16h30**, Monday to Friday. Any work to be performed outside of the normal business hours will be on arrangement and permission should be granted by the representative of the Department before such work can commence.
- 3) **Tools of Trade.** The Supplier must provide its resources with tools of trade to be able to execute the work.

These Tools of Trade will be configured to Occupational Health and Hygiene Policy (all SABS)

20.4 PERSONNEL SECURITY CLEARANCE

- 1) The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).
- 2) All the suppliers will be subject to pre-screening
- 3) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.

20.5 CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- 1) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- 2) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:

- (a) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
- (b) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
- (c) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
- (d) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
- (e) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
- (f) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
- (g) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
- (h) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
- (i) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice; to the defense of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;

- (j) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
- (k) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
- (l) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

20.6 INTELLECTUAL PROPERTY RIGHTS

- 1) Department of Labour retains all Intellectual Property Rights in and to Department of Labour's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, Intellectual Property for the sole purpose of providing the Products or Services to Department of Labour pursuant to this Contract; provided that the Supplier must not be permitted to use Department of Labour's Intellectual Property for the benefit of any entities other than Department of Labour without the written consent of Department of Labour, which consent may be withheld in Department of Labour's sole and absolute discretion. Except as otherwise requested or approved by Department of Labour, which approval is in Department of Labour's sole and absolute discretion, the Supplier must cease all use of Department of Labour's Intellectual Property, at of the earliest of:
 - a) termination or expiration date of this Contract;
 - b) the date of completion of the Services; and
 - c) the date of rendering of the last of the Deliverables.
- 2) If so required by Department of Labour, the Supplier must certify in writing to Department of Labour that it has either returned all Department of Labour Intellectual Property to Department of Labour or destroyed or deleted all other Department of Labour Intellectual Property in its possession or under its control.
- 3) Department of Labour, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- 4) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

ANNEXURE A

21. PRICE STRUCTURE TEMPLATE

N.B. ALL Bid Price Proposals must be completed in line with the following requirements:

- The Head Office Bid price proposal must be based on ALL OF THE BID SPECIFICATIONS AND NOTHING MUST BE LEFT OUT.
- A Bid Price Proposal excluding some of the required services (as outlined in the bid specifications) shall not be accepted.
- The Labour costs for the cleaning staff (Supervisor and cleaners) must not be below the approved sectorial wage determination as determined by the Department of Labour.

21.1 ONLY PRICE PROPOSALS SUBMITTED IN LINE WITH THIS TEMPLATE SHALL BE ACCEPTED

Supervisor (Only a full time Supervisor required)		Full Time
Basic Salary		R
Provident Fund		R
Sick leave		R
SDL		R
Leave		R
COIDA		R
UIF		R
CCA		R
Bonus		R R
Any other allowances (Please state)		Total monthly cost for Supervisor R

Overtime x ½ <u>Sunday</u> Number of sessions (refer to tender specifications for overtime cleaning activities) Overtime double		Total cost for all Supervisor's Saturday overtime sessions. R Cost for Supervisor's per overtime session R Total cost for all Supervisor's Sunday overtime sessions.
OVERTIME COSTS FOR CLEANERS		
<u>Saturday</u> Number of sessions (refer to tender specifications for overtime cleaning activities) Overtime x ½ <u>Sunday</u> Number of sessions (refer to tender specifications for overtime cleaning activities) Overtime double		Cost for Supervisor per overtime session. R Total cost for all Supervisor's Saturday overtime sessions. R Cost for Supervisor's per overtime session R Total cost for all Supervisor's Sunday overtime sessions. R

TOTAL COST FOR ALL CLEANERS OVERTIME WORK (Aligned to the tender specifications)

R.....

TOTAL COST FOR OVERTIME (COMBINED – Supervisor and Cleaner

R.....

CLEANING MATERIAL AND SANITARY CONSUMABLES AND SANITARY EQUIPMENT(REFER TO WORK PLAN FOR SERVICE REQUIRED)

Description of the cleaning chemical/basics

Cost p/unit x number of units

R.....

Total Cost p/month

R.....

Description of sanitary consumables to be used and sanitary equipment to be installed.

Cost p/unit x number of units

R.....

Total Cost p/month

R.....

Deep Toilet & Kitchen

Cost p/quarter x square meter

R.....

X4 quarters

Overheads	Total Cost p/month R.....
Total Cost	R.....
Total Bid Price (All Cost Included)	
Total Bid price p/month Total Bid Price for the 1st year, 2nd	R..... R.....

**QUANTITIES AND COST OF THE UNDERMENTIONED ITEMS INCLUDE THE BID PRICE
PER MONTH**

ITEM	QUANTITIES	COSTS
Toiler paper	E.G (60 rolls per month)	R
Hand towel rolls		R
Hand wash soap		R
Air freshener cans PM		R
Disinfection wipes (toilet seats)		R
.....		R
.....		R
.....		R
.....		R
.....		R
.....		R
.....		R
.....		R
.....		R

Name of bidder:
.....

Signature:
.....

22. COMPULSORY BRIEFING AND SITE INSPECTION CERTIFICATE

LMP 05/2022

This is to certify that

..... of

(The firm/company)

.....

Has attended the compulsory briefing and site inspection session on the

and is therefore familiar with the circumstances and the extent of the service to be rendered.

.....

SIGNATURE (BIDDER)

FOR DEPARTMENT OF LABOUR

.....

RANK/CAPACITY OF OFFICIAL OF DEPARTMENT OF LABOUR

.....

SIGNATURE

OFFICIAL STAMP