

Signature: 

VALIDITY PERIOD: 120 DAYS FROM THE CLOSING DATE OF BID.

TENDER NUMBER: IPID02/2024/25

APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE CLEANING AND HYGIENE SERVICES FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE AT NATIONAL, PROVINCIAL AND DISTRICT OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.



All bid documents shall be marked bid IPID02/2024/25 and delivered to:

Independent Police Investigative Directorate
Reception: Ground Floor
473 Stanza Bopape Street
Arcadia
Pretoria

Compulsory Briefing session will be held as follows:

OFFICE	DATE	ADDRESS	TIME
IPID 3 rd Floor Boardroom	20 June 2024	473 Stanza Bopape Street Arcadia Pretoria 0001	10:00

Please note: Bid documents must be properly binded.

1. CONDITIONS OF THE TENDER

This bid and all contracts emanating from this bid will be subject to the General Conditions of Contracts issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. In the event that the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

1.1 BACKGROUND

Independent Police Investigative Directorate's legislative mandate is based on Section 206(6) of the Constitution of the Republic of South Africa, which makes provision for the establishment of an independent police complaints body to investigate any alleged misconduct, or offence committed by, a member of the police services in the province.

1.2 SERVICE REQUIREMENTS AND DURATION OF THE TENDER

The Independent Police Investigative Directorate (IPID) wishes to appoint a service provider for the provision of a comprehensive cleaning and hygiene service for a period of thirty-six (36) months to all IPID Offices.

1.3 OPERATIONAL CONDITIONS

- a. The service provider must be able to render cleaning and hygiene services to the IPID's National, Provincial and District Offices;
- b. The services provider to satisfy the HACCP (Hazard Analysis and Control Points) principles;
- c. The products utilised to be locally procured. Materials to be used must be compliant to South African Bureau of Standards (SABS);
- d. The service provider must be in compliance with the Occupational Health Safety Act (OHSA) requirements;
- e. The required number of suitably trained personnel must be available at all times;
- f. Sufficient supervision and oversight role should be rendered at all times;
- g. A service provider must maintain a pool of suitable staff that are security cleared on their database, for replacement in the event of absenteeism is required by 10H00 of that day.

- The prospective service provider is expected to undertake Comprehensive Cleaning and Hygiene Services within the IPID's offices during business hours i.e. 07:00 – 16:00 weekdays.
- Deep cleaning to be undertaken at all offices in accordance with the agreed time.
- All the cleaning and hygiene services are to be undertaken with compliance with Occupational Health and Safety Act 85 of 1993.
- Should there be any additional offices in particular District Offices, the service provider would be required to provide the services.

1.5 SCOPE OF WORK

Number	PROVINCE	STREET ADDRESS	TOWN
1	Gauteng	473 Stanza Bopape Street, Arcadia, Pretoria	Pretoria
2	Gauteng	7 th and 8 th Floor, Bram Fischer Tower, Cnr Albert and Eloff Str.	Johannesburg
3	Eastern Cape	Waverley Office Park, No. 3-33 Phillip Frame Road.	East London
4	Free State	2 nd Floor, Standard Bank Building, 15 Cnr Andrew & West Burger Street	Bloemfontein
5	Northern Cape	Ewing House, 99 Phakamile Mabija Street	Kimberly
6	KZN	3 rd Floor, Old Mutual Building, 22 Dorothy Nyembe Street, Marine Building	Durban
7	Limpopo	Ground Floor, Old Mutual Building 78 Hans Van Rensburg Street	Polokwane
8	Limpopo	Khoroni Street, 2010 Centre, D18 Ground Floor	Thohoyandou
9	Mpumalanga	1 st Permanent Building, 27 Brown Street	Nelspruit
10	Mpumalanga	Cnr Athlone and Escumbee Streets, Garry Mann Building	Witbank
11	North West	1 st Floor, Molopo Shopping Centre, No.1 Station Road	Matikeng
12	Western Cape	1 st Floor, Fintrust Building, Cnr Petrusa & Mazzur Street	Bellville
13	Western Cape	Nedbank Building, Cnr York & Langenhoven Street	George

1.4 IPID OFFICES

1.6 DETAILED DESCRIPTION

ITEM NO.	DESCRIPTION
1.6.1	Services required a) The service provider of a Comprehensive Cleaning and Hygiene Services for a period of thirty-six (36) months to IPID National, Provincial and District Offices. b) The service provider to carry out frequent routine visits to inspect all offices to ensure quality control. c) The service provider must have comprehensive cleaning and hygiene programme of applying and using environmentally friendly controls. d) The service provider must supply all the required hygiene equipment. e) The service provider must implement a continuous improvement plan for services rendered to IPID. Pass any possible cost reductions resulting from this programme. f) The service provider will be expected to keep refill stock on IPID premises in order to ensure there is no break in service.

1.6.2	Description of services 1.6.2.1 Cleaning Services: a) Cleaning windows; b) Cleaning carpets; c) General cleaning – interior; d) Special cleaning – ablutions; e) Deep cleaning – ablutions; f) Special cleaning – kitchens; 1.6.2.2 Hygiene Services: a) Supply (on rental) basis and maintenance of hygiene equipment; b) Supply and refill of service consumable; c) Disinfecting of offices; d) Removal of sanitary bins and proper disposal (as per legislated regulations) thereof; e) Manage the waste disposal services to be in compliance with legislative requirements. 1.6.2.3 Deep Cleaning: a) Clean and disinfect toilets, urinals, hand wash basins, sluices and sinks;
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- 2.1 The service provider is required to supply all cleaning materials/products:
- a. The service provider to be appointed by IPID shall provide all cleaning materials and consumables at his/her own cost. The cost for these items should therefore be included in the final tender price and be VAT inclusive;
 - b. All cleaning products to be used must be SABS approved and environmentally friendly;
 - c. All cleaning equipment, such as Industrial Vacuum Cleaners, Window Cleaning Equipment, Industrial Auto Scrubbers and Sweepers etc. should be of a required standard to ensure that it causes no damage to carpets, tiles, windows, furniture when used by the service provider in the execution of tasks.

2. CLEANING MATERIALS

1.6.2.4 Refreshment Coordinator Services a) Handle all tea and coffee arrangements for meetings; b) Wash all crockery and maintain proper stock control on daily basis; c) Maintain a clean & healthy environment; d) Ensure a hygiene regime for all catering equipment and supplies; e) Glasses and water bottles must be cleaned and replenished for meetings.	
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- b) Clean and disinfect wall tiles;
- c) Remove bacteria and uric, incrustation from all areas of basins and sinks; and
- d) Clean taps and plugs
- e) Deep cleaning of carpets biannually

2.2. IPID REPRESENTATIVES WILL INSPECT THE CONDITION OF THE FOLLOWING CLEANING EQUIPMENT NEEDED:

DESCRIPTION	QUANTITY
Industrial wet and dry vacuum	27
Brooms	27
Mops	27
Buckets	27
Toilet Brushes	82
Scrubbing brushes	82
Dust pans	27
Industrial carpet washer	13
SABS approved ladder	13
Extension cord per office	17
Separate gloves for each area should be provided for cleaning offices, bathrooms and kitchens	Monthly
Various colour coded cleaning cloths must be provided: Red: Bathroom (X4) Yellow: Offices Blue or Green: Kitchens	Monthly
All equipment needs to be of an acceptable quality standard. An acceptable quality standard would be equipment that is recognised within the cleaning and hygiene industry as being durable in construction, reliable in service and SABS approved.	

A. GAUTENG (National Office)

Physical Address:

473 Benstra Building
Stanza Bopape Street
PRETORIA

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

4165.45 m ²	5 Floors	Number of floors
16		Number of toilets
21		Cubicles: Females
10		Cubicles: Males
15		Urinals
41		Basins
1. Basement 2. Ground 3. P1		Parking areas
a. 1 Main Boardroom (3 rd Floor) b. 2 Boardrooms (4 th Floor) c. 3 Boardrooms (5 th Floor) d. 1 ED's Boardroom (6 th Floor)		Board rooms
2 nd Floor		Gymnasium
6		Required No. of Cleaners
1		Required No. of Supervisory Cleaner
1		Paved Area in front of the building
1		Entrance Foyers
1		Roof
3		Lifts
10		Kitchens
3		Staircases

A-1 HYGIENE SERVICES

- a. Toilets 17 (5 Females, 5 Males, 5 People with Disability):**
- 21 Cubicles Female toilets
 - 10 Cubicles Male toilets and 15 Urinals
 - 5 People with Disability

- b. 1 Bathroom of the Executive Director;**
- Stainless steel hand soap dispenser and paper towel dispensers to be installed in the bathroom.

HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Dispenser Machines	17	Install and maintain monthly
2	Sensor Hand Wash Dispenser Machines: a. 1 Stainless Steel b. 16 Silver	17	Install and maintain monthly
3	Sensor Paper Towel Dispenser Machines: a. 1 Stainless Steel b. 16 Silver	17	Install (in detail) and maintain monthly
4	She Bin (Sanitary Bins) with paddle: a. 1 Stainless Steel b. 20 Silver	21	Install and maintained Weekly
5	She Packet Dispenser	21	Install and maintained weekly
6	Toilet Seat Cleaning Dispenser	31	Install and maintain monthly
7	Automatic/Sensory Hand Sanitizer Dispenser at Lift Lobby and Entrance Doors	8	Install and maintain monthly
8	Toilet Paper Holders TR 2	45	Installation
9	Wall Bins	16	Installation

REQUIRED CONSUMABLES:

No	Description of Consumable	Quantity	Remarks
1	Air Fresheners refills	32	Per Month
2	Hand soaps refills	32	Per Month
3	Paper Towels	6 Bale of 8	Per Month
4	70% alcohol Sanitizer refill	5 x 5 Litres	Per Quarter
5	2 Ply Toilet Papers	10 Bale of 48	Per Month
6	Ammonia liquid	5 x 5 Litres	Per Month
7	Bleach	5 x 5 Litres	Per Month
8	Dish Wash Liquid	5 x 5 Litres	Per Month
9	Dishwashing Swabs	1 Packet of 10	Per Month
10	Toilet Seat Cleaning Dispenser	62	Per Month
11	Refuse Bags	Small x 40 Packs Large x 20 Packs	Per Month
12	Furniture polish	5 x 5 Litres	Per Month
13	Toilet Bowl Cleaner	5 x 5 Litres	Per Month
14	Surface Cleaner	5 x 5 Litres	Per Month

B. GAUTENG (Johannesburg)

Physical Address:
7th & 8th Floor Office
Braamfischer Towers
20 Albert Street
Johannesburg

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M ²)	885 m ²
Number of floors	2
Number of Toilets	3
Cubicles: Female	3
Cubicles: Male	2
Urinals	2
Basins	5
Boardrooms	2
Entrances Foyer	1
Kitchens	1
Required No. of Cleaners	2

B-1 HYGIENE SERVICES

- a. Toilets 3 (1 Females, 1 Males, 1 People with Disabilities)
- 3 Cubicles Female toilets
 - 2 Cubicles Male toilets and 2 Urinals
 - 1 People with disabilities

HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Sensory Air Dispenser Freshener Machines	3	Install and maintain
2	Sensory Hand Wash Dispenser Machine	3	Install and maintain
3	Sensory Paper Towel Dispenser Machine	3	Install and maintain
4	She Bin (Sanitary Bins) with paddle	4	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	4	Installed, maintained and cleaned twice a Month
6	Toilet Seat Cleaning Dispenser	5	Install and maintain
7	Toilet Paper Holders TR 2	6	Install and maintain
8	Wall Bins	3	Install and maintain
9	Automatic / Sensor Sanitizer	2	Install and maintain

TOTAL OFFICE SPACE (M ²)	687 m ²
Number of floors	2
Number of Toilets	3
Cubicles: Females	1
Cubicles: Males	1
Urinals	1
Basins	3
Boardrooms	1
Entrances Foyer	1
Kitchen	1
Lifts	1
Staircases	1
Paved areas around building	1
Required No. of Cleaners	2

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

Waverley Office Park
3 Phillip Frame Road
East London

Physical Address:

C. EASTERN CAPE

No	Description of Consumable	Quantity	Period
1	Hand Paper Towel	1 bale of 6 Rolls	Per Month
2	2 Ply Toilet Papers	2 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	2 x 5 Litres	Per Quarter
4	Air Freshener refill	6	Per Month
5	Toilet Seat Cleaning Dispenser	10	Per Month
6	Ammonia liquid	2 x 5 Litres	Per Month
7	Bleach	2 x 5 Litres	Per Month
8	Dish Wash Liquid	2 x 5 Litres	Per Month
9	Dishwashing Swabs	1 Packet of 5	Per Month
10	Refuse Bags	Small x 20 Packs Large x 10 Packs	Per Month
11	Furniture polish	2 x 5 Litres	Per Month
12	Toilet Bowl Cleaner	2 x 5 Litres	Per Month
13	Hand soap refills	6 refills	Per Month
14	Surface Cleaner	2 x 5 Litres	Per Month

REQUIRED CONSUMABLES:

Dispenser

C-1 HYGIENE SERVICES

a. Toilets 3 (1 Female, 1 Male, 1 person with disability)

- 1 Cubicle Female toilet
- 1 Cubicle Male toilet and 1 Urinal
- 1 Person with Disability

HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Sensory Air Freshener Dispenser Machines	3	Install and maintain
2	Sensory Hand Wash Dispenser Machines	3	Install and maintain
3	Sensory Paper Towel Dispenser Machines	3	Install and maintain monthly
4	She Bin (Sanitary Bins) with paddle	2	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	2	Installed and maintained weekly
6	Toilet Paper Holders TR 2	3	Installation
7	Wall Bins	3	Install
8	Sensory / Automatic Hand Sanitizer Dispenser at Lobby and Entrance Door	3	Install and maintain
9	Toilet Seat Cleaning Dispenser	3	Installed, maintained and cleaned twice a Month

REQUIRED CONSUMABLES:

No	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	2 bale of 6 Rolls	Per Month
2	2 Ply Toilet Papers	2 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	2 x 5 Litres	Per Quarter
4	Ammonia liquid	1 x 5 Litres	Per Month
5	Bleach	1x 5 Litres	Per Month
6	Dish Wash Liquid	1x 5 Litres	Per Month
7	Dishwashing Swabs	1 packet of 5	Per Month
8	Toilet Bowl Cleaner	2 x 5 Litres	Per Month
9	Refuse Bags	Small x 20 Packs Large x 10 Packs	Per Month
10	Furniture polish	2 x 5 Litres	Per Month
11	Air Freshener refill	6	Per Month
12	Hand soap refills	6 refills	Per Month
13	Toilet Seat dispenser top up	6 refills	Per Month
14	Surface Cleaner	2 x 5 Litres	Per Month

D. FREE STATE

Physical Address:

Standard Bank Building
15 West Burger Street
Bloemfontein

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M ²)	592 m ²
Number of floors	1
Number of Toilets	3
Cubicles: Female	3
Cubicles: Male	2
Urinals	2
Basins	7
Boardrooms	2
Entrances Foyer	1
Kitchen	1
Required No. of cleaners	1

D-1 HYGIENE SERVICES

a. Toilets 3 (1 Females, 1 Males, 1 People with Disability)

- 3 Cubicles Female toilets
- 2 Cubicles Male toilets and 2 Urinals
- 1 Disability toilet

HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Air Freshener Dispenser	3	Install and maintain
2	Sensory Hand Soap Dispenser	3	Install and maintain
3	Paper Towel dispenser	3	Install and maintain
4	She Bin	4	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	4	Installed, maintained and cleaned twice a Month
6	Toilet paper holders TR 2	6	Installation
7	Wall bins	3	Installation
8	Automatic/Sensory Sanitizer dispenser	1	Install and maintain
9	Toilet Seat cleaning dispenser	12	Install and maintain

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- a. Toilets 2 (1 Females, 1 Males)
- 2 Cubicles Female toilets
 - 1 Cubicle Male toilet and 1 Urinal
 - 1 Shower Male toilet

E-1 HYGIENE SERVICES

Required number of cleaners	2
Kitchen	1
Entrances Foyer	1
Boardrooms	2
Shower	1
Basins	2
Urinals	1
Cubicles: Male	1
Cubicles: Female	1
Number of Toilets	2
Number of floors	1
TOTAL OFFICE SPACE (M ²)	1313 m ²

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

Marine Building
22 Dorothy Nyembe Street
Durban

Physical Address:

E. KWAZULU-NATAL

No	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	2 bale of 6	Per Month
2	2 Ply Toilet Papers	2 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	2 x 5 Litres	Per Quarter
4	Ammonia liquid	1 x 5 Litres	Per Month
5	Bleach	1 x 5 Litres	Per Month
6	Dish Wash Liquid	1 x 5 Litres	Per Month
7	Dishwashing Swabs	5	Per Month
8	Toilet Bowl Cleaner	2 x 5 Litres	Per Month
9	Air Freshener refill	6	Per Month
10	Refuse Bags	Small x 20 Packs Large x 10 Packs	Per Month
11	Furniture polish	2 x 5 Litres	Per Month
12	Toilet Seat Wipe refills	20	Per Month
13	Hand soap refills	2 refills	Per Month
14	Surface Cleaner	2 x 5 Litres	Per Month

REQUIRED CONSUMABLES:

G.A.N

No	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	2 bales of 6	Per Month
2	2 Ply Toilet Papers	2 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	2 x 5 Litres	Per Quarter
4	Ammonia liquid	2 x 5 Litres	Per Month
5	Bleach	2 x 5 Litres	Per Month
6	Dish Wash Liquid	2 x 5 Litres	Per Month
7	Dishwashing Swabs	1 packet of 5	Per Month
8	Toilet Bowl Cleaner	2 x 5 Litres	Per Month
9	Toilet Seat Cleaning Dispenser	6	Per Month
10	Refuse Bags	Small x 20 Packs Large x 10 Packs	Per Month
11	Furniture polish	3x5 Litres	Per Month
12	Hand soap refills	4 refills	Per Month
13	Air freshener refill	4	Per Month
14	Surface Cleaner	2 x 5 Litres	Per Month

REQUIRED CONSUMABLES:

No	Description of Services	Quantity	Remarks
1	Air Freshener Dispenser	2	Install and maintain
2	Sensory Hand Soap Dispenser	2	Install and maintain
3	Paper Towel dispenser	2	Install and maintain
4	She Bin	2	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	2	Installed, maintained and cleaned twice a Month
6	Toilet paper holders TR 2	3	Installation
7	Wall bins	2	Installation
8	Automatic/Sensor Sanitizer dispenser	2	Install and maintain
9	Toilet Seat wipe holder	3	Install and maintain

HYGIENE INSTALLATION AND SUPPLY:

Physical Address:

Old Mutual Building
78 Hans Van Rensburg Street
Polokwane

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M ²)	621 m ²
Number of floors	1
Number of Toilets	2
Cubicles: Female	2
Cubicles: Male	2
Urinals	1
Basins	4
Boardrooms	2
Entrances Foyer	1
Kitchen	1
Required number of cleaners	2

F-1 HYGIENE SERVICES

a. Toilets 2 (1 Females, 1 Males)

- 2 Cubicles Female toilets
- 1 Cubicle Male toilets and 1 Urinal

HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Air Freshener Dispenser	2	Install and maintain
2	Sensory Hand soap Dispenser	2	Install and maintain
3	Paper Towel dispenser	2	Install and maintain
4	She Bin	2	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	2	Installed, maintained and cleaned twice a Month
6	Wall bins	2	Install and maintain
7	Toilet paper holders TR 2	4	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	2	Install and maintain
9	Toilet Seat wipe holder	4	Install and maintain

- a. Toilets 3 (1 Females, 2 Males)
 - 2 Cubicles Female toilets
 - 2 Cubicles Male toilets and 2 Urinals

G-1 HYGIENE SERVICES

Required No. of Cleaners	
Kitchen	1
Entrances Foyer	2
Boardrooms	2
Basins	1
Urinals	4
Cubicles: Males	2
Cubicles: Females	2
Number of Toilets	3
Number of floors	1
TOTAL OFFICE SPACE (M²)	260 m²

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

G.Physical Address:
 Khoroni Street, 2010 Centre
 D18 Ground floor
 Thohoyandou,
 0950

No	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	2 bales of 6	Per Month
2	2 Ply Toilet Papers	1 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	2 x 5 Litres	Per Month
4	Ammonia liquid	1 x 5 Litres	Per Month
5	Bleach	1 x 5 Litres	Per Month
6	Dish Wash Liquid	1 x 5 Litres	Per Month
7	Dishwashing Swabs	1 Packet of 5	Per Month
8	Toilet Bowl Cleaner	1 x 5 Litres	Per Month
9	Air Freshener refill	4	Per Month
10	Toilet Seat wipe refill	8	Per Month
11	Refuse Bags	Small x 20 Packs	Per Month
12	Furniture polish	Large x 10 Packs	Per Month
13	Hand soap refills	2 x 5 Litres	Per Month
14	Surface Cleaner	4 refills	Per Month

REQUIRED CONSUMABLES:

G.B.N

7.0.1

No	Description of Consumable	Quantity	Period
1	Hand Paper Towel	2 Bales of 6	Per Month
2	2 Ply Toilet Papers	1 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	1 x 5 Litres	Per Quarter
4	Ammonia liquid	1 x 5 Litres	Per Month
5	Bleach	1 x 5 Litres	Per Month
6	Dish Wash Liquid	1 x 5 Litres	Per Month
7	Dishwashing Swabs	1 Packet of 3	Per Month
8	Toilet Seat wipe	6	Per Month
9	Air Freshener refill	3	Per Month
10	Refuse Bags	Small x 10 Packs Large x 05 Packs	Per Month
11	Furniture polish	1 x 5 Litres	Per Month
12	Toilet Bowl Cleaner	1 x 5 Litres	Per Month
13	Hand soap refills	3 refill	Per Month
14	Surface Cleaner	1 x 5 Litres	Per Month

REQUIRED CONSUMABLES:

No	Description of Services	Quantity	Remarks
1	Air Freshener Dispenser	3	Install and maintain
2	Sensory Hand soap Dispenser	3	Install and maintain
3	Paper Towel dispenser	3	Install and maintain
4	She Bin	2	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	2	Installed, maintained and cleaned twice a Month
6	Wall bins	3	Install and maintain
7	Toilet paper holders TR 2	3	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	1	Install and maintain
9	Toilet Seat wipe holder	3	Install and maintain

HYGIENE INSTALLATION AND SUPPLY:

Physical Address:

Permanent Building
27 Brown Street
Nelspruit

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M ²)	662 m ²
Number of floors	1
Number of Toilets	2
Cubicles: Female	3
Cubicles: Male	2
Urinals	2
Basins	4
Boardrooms	1
Entrances Foyer	1
Kitchen	2
Balcony	1
Required No. of cleaners	2

H-1 HYGIENE SERVICES

a. Toilets 2 (1 Females, 1 Males)

- 3 Cubicles Female toilets

- 3 Cubicles Male toilets and 2 Urinals

HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Air Freshener Dispenser	3	Install and maintain
2	Sensory Hand soap Dispenser	3	Install and maintain
3	Paper Towel Dispenser	3	Install and maintain
4	She Bin	3	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	3	Installed, maintained and cleaned twice a Month
6	Wall bins	2	Install and maintain
7	Toilet paper holders TR 2	5	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	3	Install and maintain
9	Toilet Seat wipe holder	5	Install and maintain

- I-1 HYGIENE SERVICES**
- a. Toilets 3 (1 Female, 1 Male, 1 People with Disability)
- 1 Cubicles Female toilets
 - 1 Cubicles Male toilets and 1 Urinal
 - 1 People with Disability

Required No. of Cleaners	1
Staircases	1
Kitchen	1
Entrances Foyer	1
Boardrooms	1
Basins	3
Urinals	1
Cubicles: Male	1
Cubicles: Female	2
Number of Toilets	3
Number of floors	2
TOTAL OFFICE SPACE (M²)	153 m²

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

I. Witbank
Physical Address:
Garry Mann Building
Cnr Athlone and Escumbee Streets
Witbank

No	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	2 Bales of 6	Per Month
2	2 Ply Toilet Papers	3 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	3 x 5 Litres	Per Quarter
4	Ammonia liquid	1 x 5 Litres	Per Month
5	Bleach	1 x 5 Litres	Per Month
6	Dish Wash Liquid	1 x 5 Litres	Per Month
7	Dishwashing Swabs	1 Packet of 5	Per Month
8	Toilet Bowl Cleaner	1 x 5 Litres	Per Month
9	Toilet Seat Cleaning Dispenser	10	Per Month
10	Refuse Bags	Small x 20 Packs Large x 10 Packs	Per Month
11	Furniture polish	1 x 5 Litres	Per Month
12	Air freshener refill	6	Per Month
13	Hand soap refill	6 refills	Per Month
14	Surface Cleaner	1 x 5 Litres	Per Month

REQUIRED CONSUMABLES:

HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Air Freshener Dispenser	3	Install and maintain
2	Sensory Hand soap Dispenser	3	Install and maintain
3	Paper Towel Dispenser	3	Install and maintain
4	She Bin	2	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	2	Installed, maintained and cleaned twice a Month
6	Wall bins	3	Install and maintain
7	Toilet paper holders TR 2	3	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	1	Install and maintain
9	Toilet Seat wipe holder	2	Install and maintain

REQUIRED CONSUMABLES:

No	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	1 Bale of 6	Per Month
2	2 Ply Toilet Papers	1 bale of 24's	Per Month
3	70% acohol Sanitizer refill	1 x 5 Litres	Per Quarter
4	Toilet Seat Cleaning Dispenser Top	3	Per Month
5	Air freshener refill	6	Per Month
6	Ammonia liquid	1 x 5 Litres	Per Month
7	Bleach	1 x 5 Litres	Per Month
8	Dish Wash Liquid	1 x 5 Litres	Per Month
9	Dishwashing Swabs	1 Packet of 5	Per Month
10	Refuse Bags	Small x 10 Pack Large x 5 Packs	Per Month
11	Furniture polish	1 x 5Litres	Per Month
12	Surface Cleaner	2 x 5 Litres	Per Month
13	Hand soap refill	6 refill	Per Month
14	Toilet Bowl Cleaner	1 x 5Litres	Per Month

Physical Address:

Molopo Shopping Centre
1 Station Road
Matikeng

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M ²)		785 m ²
Number of floors		1
Number of Toilets		4
Cubicles: Female		5
Cubicles: Male		3
Urinals		2
Basins		6
Boardrooms		3
Entrances Foyer		1
Kitchen		1
Balconies		1
Lifts		1
Staircases		1
Required No. of Cleaners		2

J-1 HYGIENE SERVICES

a. Toilets 4 (1 Female, 1 Male, 1 People with Disability, 1 Private)

- 3 Cubicles Female toilets
- 3 Cubicles Male toilets and 2 Urinals
- 1 Toilet for People with Disabilities
- 1 Private Toilet

HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Air Freshener Dispenser	4	Install and maintain
2	Sensory Hand soap Dispenser	4	Install and maintain
3	Paper Towel dispenser	4	Install and maintain
4	She Bin	5	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	5	Installed, maintained and cleaned twice a Month
6	Wall bins	4	Install and maintain
7	Toilet paper holders TR 2	8	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	2	Install and maintain
9	Toilet Seat wipe holder	8	Install and maintain

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- K-1 HYGIENE SERVICES**
- a. Toilets 3 (1 Female, 1 Male, 1 people with disability)
 - 3 Cubicles Female toilets
 - 1 Cubicles Male toilets and 1 Urinal

Required No. of cleaners	2
Staircases	1
Kitchen	1
Entrances Foyer	2
Boardrooms	1
Number of Basins	3
Urinals	1
Cubicles: Male	1
Cubicles: Female	3
Number of Toilets	3
Number of floors	2
TOTAL OFFICE SPACE (M²)	687.98 m²

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

Kimberly
Ewing House Building
99 Phakamile Mabija Street

Physical Address:

K. NORTHERN CAPE

No	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	2 Bales of 6	Per Month
2	2 Ply Toilet Papers	2 Bale of 48's	Per Month
3	70% alcohol Sanitizer refill	2 x 5 litres	Per Quarter
4	Ammonia liquid	1 x 5 litres	Per Month
5	Bleach	1 x 5 litres	Per Month
6	Dish Wash Liquid	1 x 5 litres	Per Month
7	Dishwashing Swabs	1 Packet of 3	Per Month
8	Toilet Bowl Cleaner	1 x 5 litres	Per Month
9	Air Freshener refill	8	Per Month
10	Refuse Bags	Small x 20 Packs Large x 10 Packs	Per Month
11	Furniture polish	1 X 5 Litres	Per Month
12	Toilet Seat Cleaning Dispenser Top	16	Per Month
13	Hand soap refills	8 refills	Per Month
14	Surface Cleaner	1 x 5litres	Per Month

REQUIRED CONSUMABLES:

No	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	3 Bale of 6 Rolls	Per Month
2	Toilet Papers	3 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	2 x 5 Litres	Per quarter
4	Ammonia liquid	1 x 5 Litres	Per Month
5	Bleach	1 x 5 Litres	Per Month
6	Dish Wash Liquid	1 x 5 Litres	Per Month
7	Dishwashing Swabs	1 Packet of 5	Per Month
8	Toilet Bowl Cleaner	1 x 5 Litres	Per Month
9	Toilet Seat Cleaning Dispenser	8	Per Month
10	Refuse Bags	Small x 20 Packs Large x 10 Packs	Per Month
11	Furniture polish	1 X5 Litres	Per Month
12	Air Freshener refills	6	Per Month
13	Hand soap refill	6 refills	Per Month
14	Surface Cleaner	1 x 5 Litres	Per Month

REQUIRED CONSUMABLES:

No	Description of Services	Quantity	Remarks
1	Air Freshener Dispenser	3	Install and maintain
2	Sensory Hand soap Dispenser	3	Install and maintain
3	Paper Towel dispenser	3	Install and maintain
4	She Bin	3	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	3	Installed, maintained and cleaned twice a Month
6	Wall bins	3	Install and maintain
7	Toilet paper holders TR 2	4	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	1	Install and maintain
9	Toilet Seat wipe holder	4	Install and maintain

HYGIENE INSTALLATION AND SUPPLY:

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Physical Address:

Fintrust Building
Street
Bellville

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

TOTAL OFFICE SPACE (M ²)	692 m ²
Number of floors	1
Number of Toilets	3
Cubicles: Females	3
Cubicles: Males	3
Urinals	0
Basins	6
Boardrooms	2
Kitchen	1
Required No. of cleaners	2

L-1 HYGIENE SERVICES

a. Toilets 3 (1 Females, 1 Males, 1 People with Disability)

- 2 Cubicles Female toilets
- 3 Cubicles Male toilets
- 1 People with Disability toilets

HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Air Freshener Dispenser	3	Install and maintain
2	Sensory Hand soap Dispenser	3	Install and maintain
3	Paper Towel dispenser	3	Install and maintain
4	She Bin	3	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	3	Installed, maintained and cleaned twice a Month
6	Wall Bins	3	Install and maintain
7	Toilet paper holders TR 2	6	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	1	Install and maintain
9	Toilet Seat wipe holder	6	Install and maintain

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- M-1 HYGIENE SERVICES**
a. Toilets 2 (1 Female, 1 Male)
- 1 Cubicles Female toilets
- 1 Cubicles Male toilets

Required No. of cleaners	1
Paved Areas	1
Parking bays	2
Kitchen	1
Entrances Foyer	1
Boardrooms	1
Basins	2
Urinals	0
Cubicles: Male	1
Cubicles: Female	1
Number of Toilets	2
Number of floors	1
TOTAL OFFICE SPACE (M²)	332 m²

SCOPE OF CLEANING SERVICES TO BE RENDERED BY THE SERVICE PROVIDER:

Nedbank Building
Cnr York & Langenhoven Streets
George

M. George
Physical Address:

No	Description of Consumable	Quantity	Period
1	Hand Paper Towel	2 Bale of 6 Rolls	Per Month
2	2 Ply Toilet Papers	2 bales of 48's	Per Month
3	70% alcohol Sanitizer refill	1 x 5 Litres	Per Quarter
4	Air Freshener refill	6	Per Month
5	Toilet Seat Cleaning Dispenser Top	12	Per Month
6	Ammonia liquid	1 x 5 Litres	Per Month
7	Bleach	1 x 5 Litres	Per Month
8	Dish Wash Liquid	1 x 5 Litres	Per Month
9	Dishwashing Swabs	1 Packet of 5	Per Month
10	Refuse Bags	Small x 20 Packs	Per Month
11	Furniture polish	1 X 5 Litres	Per Month
12	Toilet Bowl Cleaner	1 x 5 Litres	Per Month
13	Hand soap refill	6 refills	Per Month
14	Surface Cleaner	1 x 5 Litres	Per Month

REQUIRED CONSUMABLES:

HYGIENE INSTALLATION AND SUPPLY:

No	Description of Services	Quantity	Remarks
1	Air Freshener Dispenser	2	Install and maintain
2	Sensory Hand soap Dispenser	2	Install and maintain
3	Paper Towel dispenser	2	Install and maintain
4	She Bin	2	Installed, maintained and cleaned twice a Month
5	She Packet Dispenser	2	Installed, maintained and cleaned twice a Month
6	Wall bins	2	Install and maintain
7	Toilet paper holders TR 2	2	Install and maintain
8	Automatic/Sensor Sanitizer dispenser	1	Install and maintain
9	Toilet Seat wipe holder	2	Install and maintain

REQUIRED CONSUMABLES:

No	Description of Consumable Products	Quantity	Period
1	Hand Paper Towel	4 Bale of 6 Rolls	Per Month
2	2 Ply Toilet Papers	1 bale of 48's	Per Month
3	70% alcohol Sanitizer refill	1 x 5 Litres	Per quarter
4	Ammonia liquid	1 x 5 Litres	Per Month
5	Bleach	1 x 5 Litres	Per Month
6	Dish Wash Liquid	1 x 5 Litres	Per Month
7	Dishwashing Swabs	1 Packet of 5	Per Month
8	Toilet seat wipe refill	4	Per Month
9	Air freshener refill	4	Per Month
10	Refuse Bags	Small x 10 Packs Large x 05 Packs	Per Month
11	Furniture polish	1 x 5 Litres	
12	Toilet Bowl Cleaner	1 x 5 Litres	Per Month
13	Hand soap refill	4 refill	Per Month
14	Surface Cleaner	1 x 5 Litres	Per Month

2.3. CLEANING SERVICES

Duties	Office floor space below 500m ²	Office floor space above 500m ²
2.3.1. Entrance Foyers and Reception area: • Mop and dust reception area • Dust and polish reception desk • Wipe all glass doors at reception	Every 3 hours Daily	Every 3 hours Daily
2.3.2. Resilient Floors: • Mop all tiled areas • Damp mopping	Twice a day (morning and mid-day) Daily	Twice a day (morning and mid-day) Daily
2.3.3 Floors (Marble, Terrazzo, Ceramic Tiles etc.) • Sweep with broom • Damp mopping • Machine buff • Scrub	Daily Daily Weekly Monthly	Daily Daily Weekly Monthly
2.3.4. Carpets: • Vacuum cleaning of all carpets • Washing of all carpets • Spot cleaning of carpets	Daily Bi-annually Weekly	Daily Bi-annually Weekly
2.3.5. Parking area: • Sweep • Remove litter & papers • Remove oil spillage with degreaser • Power washing	Weekly As necessary Quarterly	Weekly As necessary Quarterly
2.3.6. Dusting: • Dust all horizontal surfaces (eye level) • Wipe and dust with surface cleaner all telephones, tables, desks, door handles, computer/s in the office. • Dust and polish all office furniture • Dust all hanging portraits & any other hanging ornaments on wall • Dust all high ledges and fittings • Dust all vertical surfaces (walls, cabinets, etc.) • Dust all window ledges (high and low)	Daily Daily Daily Weekly Weekly Weekly	Daily Daily Daily Weekly Weekly Weekly

2.3.7. Waste Disposal: • Empty and clean all waste baskets • Remove stains and disinfect all waste baskets and bins • Remove all waste to designated area	Twice daily Daily Twice daily	2.3.8. Walls and Paint work: • Spot clean all low surfaces (finger marks, etc.) • Spot clean glass walls/panels, doors and lights switches • Spot clean all aluminium walls (eye level) • Dusting of ceiling	2.3.9. Glass and Metal work: • Clean and polish all bright metal fittings • Spot clean all partition glass • Clean all glass partitioning/panels	2.3.10. Toilets and Showers: • Empty and clean all waste receptacles • Clean basins and urinals • Clean all mirrors • Clean all metal fittings • Spot clean walls, doors and partitions • Damp mop floors • Clean all toilet floors with disinfectant	2.3.11. Staircases and Emergency staircases: • Staircases • Dust and wipe handrails and fitting • Mop the stairs with soap • Sweep staircases Emergency staircases • Dust and wipe handrails and fitting • Sweep staircases	Daily Weekly Daily Monthly Daily Weekly Monthly	Twice daily Daily Twice daily Daily Twice daily Daily Twice daily Quarterly	Twice daily Daily Twice daily Daily Twice daily Daily Twice daily Quarterly	Twice daily Daily Twice daily Daily Twice daily Daily Twice daily Quarterly
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Blinds	Blinds to be dusted weekly	
Elevators	Clean all elevators inside and outside with a degreasing detergent using a cloth that will not scratch the surface - daily	
Stairs and balustrades	a) Wipe banishers with a damp cloth – daily b) Use polish on wooden banisters that will not scratch the surface, as required – monthly c) Clean all visible pipes – daily; d) Emergency staircases must be cleaned and kept free of obstructions on a Monthly basis	
Cleaning Time	The servicing time will occur daily during normal office hours (07H00 - 16H00) except where changes are specifically requested by the IPID.	
Security	a) All service provider's employees placed on-site must undergo security screening and therefore provide copies of identity documents (ID); and, b) All service provider's employees on-site must adhere to all applicable IPID regulations (e.g. security, building regulations and OHSA).	
Fire Extinguishers	The service provider and his/her employees shall under no circumstances make use of fire hose reels or other fire extinguishers on-site.	
Warning Signs	Legible warning notices or signs shall be exhibited as needed where the rendering of the cleaning services may cause injuries to any person(s).	
Inflammable, Poisonous substances	The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the IPID for the rendering of the services or any other purposes.	
Damage Compensation	The service provider will be held responsible for any damage or thefts that may be caused, to the premises or contents, by him/her or his/her employees or due to their negligence, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the service provider.	
Compliance with Acts and Regulations	The service provider must comply with all the Acts and Regulations applicable to cleaning services.	

2.3.12.Window Cleaning:	- Clean interior of all windows - Clean exterior of all windows	Quarterly	Quarterly
2.3.13. Miscellaneous:	- Wash vinyl-covered furniture - Vacuum cloth covered furniture - Clean directory boards - Clean all strong / archiving rooms	Quarterly	Quarterly
2.2.14 Kitchen Areas	- Clean Microwave oven - Wipe and clean Fridge (In and Outside) - Defrost and clean fridge - Assist with logistical arrangements during meetings	Daily	Daily
		Once a month	Once a month
		Daily	Daily
		Monthly	Monthly
		Weekly	Weekly
		Quarterly	Quarterly
		Monthly	Monthly
		Quarterly	Quarterly

- 3.2.2.1. Profile of the company, indicating:
- a) Address of Head office and Contact details;
 - b) List of Provincial Offices / Branches and Contact details;
 - c) Main specialty area;
 - d) Date since company has been rendering Cleaning Services (Experience);
 - e) Proof of cleaners wearing uniform with company logo and equipment;

3.2.2. The service provider must furnish the following information as part of the tender response:

Forms Completed and Attached	NB! Non-compliance with this will lead to non-responsiveness	
	Yes	No
a) SBD 1 (Invitation to tender)		
b) SBD 3.3 (Pricing Schedule)		
(bids not accordance with the Sectoral Determination will be regarded as non-responsive)		
c) SBD 4 (Declaration of Interest)		
d) SBD 6.1 (Preferential Claim Form)		

The service provider must attach fully completed and signed SBD forms.

3.2.1. In terms of National Treasury Instruction No. 4A of 2016/2017 all service providers must submit proof of registration on the Central Supplier Database (CSD). Provide MAA number or copy of CSD report.

3.2. Phase 1: Mandatory requirements

- a) Mandatory requirements
 - b) Functionality
 - c) Price
- 3.1. Bids will be evaluated in the following 3 phases:

3. EVALUATION PROCESS

Training	a) The cleaning and hygiene services staff shall be trained by the service provider annually in every aspect relating to the handling of all equipment that they use with regards to this contract; and, b) The employer will be held responsible for any damages or injuries arising from any misuse or injuries arising from any negligent use of such equipment by one of their "on-site" staff members.
Absenteeism	Should a staff member not be present at work, a replacement by a security screened employee is required by 10H00 of that day. A service provider should maintain a pool of approved temporary staff.

responsive.

A bid that does not comply with these requirements will be regarded as non-

Company	Contract	period	Nature of	Value of	Contract	of	Value of	Contract	(Tender	Price)	Contract	person	at	Contact	number

current contracts)

(Attached separate sheet with all details as requested, mention all previous and

REFERENCES / CLEANING CONTRACT DETAILS

- f) The service provider must have a well-established and equipped twenty-four (24) hour contact service for emergency requirements.
- 3.2.3. Proof of Public Liability or Copy of Insurance Certificate or a letter of intention (recent quotation) for insurance;
- 3.2.4. Proof of company registration certificate (CIPC);
- 3.2.5. Proof of valid Compensation for Occupational Injuries and Disease Act (COIDA) Certificate;
- 3.2.6. Certified copies of Identity Documents of all Managing Directors not older than three months;
- 3.2.7. Reference letters related to cleaning and hygiene services including (Recent within the period of five (5) years):
- a. Company;
- b. Nature of contract;
- c. Contact person;
- d. Contact number;
- e. Tender price;
- f. Contract period.
- 3.2.8. Completed and signed Briefing Session Certificate must be attached to the bid at the closing date and time.

3.3. Phase 2: Functionality:

The bids will be evaluated according to following:

- a) Functional Criteria (100);
(A service provider who scored less than 70 out of 100 points will not be considered further.)
- b) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference;
- c) Service providers must, as part of their bid documents, submit all supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the prospective service providers will evaluate and score all bids based on their submissions and the information provided;
- d) Service providers will not rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the service provider.
- e) Individual value score will be multiplied with the specific weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as fraction of the best possible score for all criteria. This score will be converted to a percentage.
- f) The panel members will individually evaluate the responses received against the following criteria as set out below:

FUNCTIONALITY EVALUATION CRITERIA

Sub Criteria	Description	Score	Weight
Company Experience and Projects	a) <u>Company years of cleaning experience:</u> The service provider must submit - - Proof of company registration certificate; - Company Profile indicating number of years in cleaning industry. b) <u>Projects:</u> The service provider must provide a copy of the appointment letters of verifiable projects listed in their references.	<u>Scoring criteria: (10)</u> 10 years and above = 10 points 8 - 9 years = 8 points 6 - 7 years = 6 points 4 - 5 years = 4 points 2 - 3 years = 2 points Less than 2 years = 0 points <u>Scoring criteria: (40)</u> Five (5) projects and above projects = 20 points Four (4) projects = 15 points Three (3) projects = 5 points Less than 3 projects = 0 points	50

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TOTAL	Minimum score requirements 70%	100
Capacity of the bidder to deliver the project:	a) The bidder must demonstrate capacity both human and infrastructural that covers the following: 1. Office infrastructure (Municipal account in business name) 2. Equipment (Attach list of equipment) 3. Vehicles (Vehicle registration / lease documents) 4. Support management Structure (Organogram)	Scoring criteria: (20) Proposal addresses four (4) or more criterion aspects = 20 Proposal addresses three (3) of the criterion aspects = 15 Proposal addresses two (2) of the criterion aspects = 10 Proposal addresses one (1) of the criterion aspect = 5 Proposal not addressing the criterion aspects = 0
Project Plan	a) Proposal that outlines the following: Project plan must include a detailed implementation Plan, delivery timetables which includes the following (but not limited to): 1. Schedule for Cleaning Activities 2. Schedule for Deep Cleaning; 3. Schedule for Hygiene Services; 4. Schedule parking power washing; 5. Material Safety Data Sheet (MSDS) for all chemical to be used; 6. How quality will be ensured; 7. Communication plans; 8. Breakdown of the roles played by your team members; 9. Contingency plan that provides for but not limited to strikes, emergency situation, additional cleaners when needed; and 10. Training plan for cleaners.	Scoring criteria: (30) Demonstrating understanding of the project and plan with all (10) activities outlined on the criteria = 30 points Demonstrating understanding of the project and plan with six (6) to nine (9) activities outlined on the criteria = 20 points Demonstrating understanding of the project and plan with four (4) to five (5) activities outlined on the criteria = 10 points Demonstrating understanding of the project and plan with one (1) to three (3) activities outlined on the criteria = 5 points Re-stating the scope of work and failing to demonstrate the understanding of the project plan = 0
30		

3.4. Phase 3: Evaluation on Price and Specific Goals

Preferential Points

This bid is anticipated not to exceed R50 million and therefore, the 80/20 preferential point system for acquisition of goods and services with Rand value above R30 000.00 and up to R50 million will apply.

The following formula must be used to calculate the points out of 80 for price in respect of an invitation for tender with a Rand value above R30 000.00 and up to R50 million, inclusive of all applicable taxes.

The points obtained will then be converted to 80% of the total points as follows:

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

Where

P_s = Points scored for price of the bid under consideration

P_t = Rand value of the bid under consideration

P_{min} = Rand value of lowest responsive bid

A maximum of 20 points may be awarded to a tender for specific goals specified for the tender as follows:

Historically Disadvantaged Individuals (HDI)	
Specific goals	Points
Enterprises with ownership of 51% or more by persons who are black	8
Enterprises with ownership of 51% or more by persons who are women	8
Enterprises with ownership of 51% or more by persons who are youth	2
Enterprises with ownership of 51% or more by persons with disability	2
Total	20

The points scored for specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. The bidder who scored the highest points will be recommended for the bid.

If two or more tenders score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals, and if two or more tenders score total equal points in all respects, the award must be decided by drawing of lots.

Proof to claim specific goals.

Proof or documentation that will be considered to claim points for specific goal related to persons or categories of persons historically disadvantaged by unfair discrimination will include, amongst others-

(a) A sworn affidavit by the person or person acting on behalf of an enterprise indicating the level of ownership in the enterprise by persons historically disadvantaged by unfair discrimination on the basis of race; or

(b) Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC);

Failure to capture the required status and to submit the required HDI.

- a) The points scored by a bidder in respect of points indicated above will be added to the points scored for price;
- b) Bidders are requested to complete the various preference claim forms in order to claim preference points;
- c) Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for HDI status;
- d) Points scored will be rounded off to the nearest 2 decimals;
- e) 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 points for HDI status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots; and
- f) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

NB: IPID reserves the right to call for a presentation from prospective bidders at their own cost before the final selection. Service Providers will be re-evaluated on individual score cards in terms of the functional criteria.

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4. Pricing Schedule

The Pricing Schedule must be completed and be included in the tender proposal.

Besides the Pricing schedule as contained in SBD 3.3 a detailed pricing schedule needs to be attached in relation to every office in order for the Department to see how the calculations were done to reach your final bid price. All price should be inclusive of VAT. The price will be evaluated inclusive of VAT and making the specific correction for arithmetic errors.

HYGIENE INSTALLATION AND SUPPLY:

NO	DESCRIPTION OF SERVICES	QUANTITY	UNIT PRICE	TOTAL
1	Sensory Air Freshener	50		
2	Sensor Hand Wash Dispenser Machines: Silver	50		
3	Sensor Hand Wash Dispenser Machines: Stainless Steel	1		
4	Sensor Paper Towel Dispenser Machines: Silver	50		
5	Sensor Paper Towel Dispenser Machines: Stainless Steel	1		
6	She Bin (Sanitary Bins) with paddle: 20 Silver	55		
7	She Bin (Sanitary Bins) with paddle: Stainless Steel	1		
8	She Packet Dispenser	55		
9	Toilet Seat Cleaning Dispenser	83		
10	Automatic/Sensory Hand Sanitizer Dispenser (Lobby and Entrance)	28		
11	Toilet Paper Holders TR 2	98		
12	Wall bins	49		
TOTAL (VAT, Inclusive)				R.....

					TOTAL OVERHEADS	R.....
2	OVERHEADS	YEAR 1	YEAR 2	YEAR 3		

BREAKDOWN OF COST	STAFF COMPLEMENT	HOURLY RATE	DAILY	MONTHLY	NO. CLEANERS	TOTAL
1 LABOUR						
BIDDERS ARE EXPECTED TO PAY THEIR EMPLOYEES A SALARY NOT LESS THAN THE MINIMUM WAGE PER HOUR DETERMINED BY THE DEPARTMENT OF LABOUR, (26 X CLEANERS AND 1 X SUPERVISOR)						
SALARY / UIF / COMPENSATION FUND / PROVIDENT FUND (CLEANERS)	URBAN	KZN	RURAL			
TOTAL LABOUR	R.....					

Labour Overheads

NO	DESCRIPTION OF CONSUMABLE PRODUCTS	QUANTITY	UNIT PRICE	TOTAL
1	Air Fresheners refills	95		
2	Hand soaps refills	95		
3	Paper Towels (Bale of 6)	28		
4	70% alcohol Sanitizer refill (5 Litres)	26		
5	2 Ply Toilet Papers (Bale of 48)	32		
6	Ammonia liquid (5 Litres)	19		
7	Bleach (5 Litres)	19		
8	Dish Wash Liquid (5 Litres)	19		
9	Dishwashing Swabs (1 Packet of 5)	14		
10	Toilet Seat Cleaning Dispenser Top Up	163		
11	Refuse Bags Small x 40 Packs	250		
12	Refuse Bags Large x 20 Packs	125		
13	Furniture polish (5 Litres)	23		
14	Toilet Bowl Cleaner (5 Litres)	21		
15	Surface Cleaner (5 Litres)	22		
TOTAL (VAT. Inclusive)				R.....

REQUIRED CONSUMABLES

- 5.1 IPD reserves the right to screen and vet shortlisted service providers before appointment.
- 5.2 IPD reserves the right to terminate the contract in the event that there is clear evidence of deviations from the agreed specifications.
- 5.3 IPD reserves the right not to procure from the service provider with the lowest price.
- 5.4 IPD reserves the right not to award the bid/contract.
- 5.5 IPD reserves the right to call for a presentation from short-listed bidders at their own cost before final selection. Prospective service providers will be re-evaluated on individual score cards in terms of the functionality criteria.
- 5.6 Late submissions will not be considered.
- 5.7 The award of the tender may be subjected to price negotiation with the preferred tenderer.
- 5.8 Service provider may be requested to provide waste disposal certificate to ensure compliance;
- 5.9 IPD reserve the right to request the Registration with Bargaining Council Contract Cleaning Services Industry (BCCCI).
- 5.10 The Department reserves the right to request references pertaining to the outsourced services from the preferred service providers;
- 5.11 The Department reserve a right to conduct reference checks and visits on previous services rendered on provided reference;
- 5.12 only service providers that have met or exceeded the minimum threshold of 70% for site inspection will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- 5.13 The Department reserve the right to reduce or increase the contract scope during the period of contract.
- 5.14 Recommended service provider will be expected to submit proof of the following documents within 7 days of appointment by the Department
- a) Proof of COIDA
b) Proof of UIF
c) Proof of Provident Fund
- 5.15. The successful service provider who appoints a sub-preferred service provider must ensure that such a sub-preferred service provider is tax compliant for the full duration of the contract. Successful service provider is required to provide the accounting officer with written consent from its sub-preferred service provider

5. TERMS AND CONDITIONS

ITEM	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL YEAR 3
HYGIENE SUPPLY AND INSTALLATION			
CONSUMABLES			
LABOUR(OVERHEADS)			
TOTAL			
TOTAL BID OFFER PRICE (YEAR 1+YEAR 2+YEAR 3)	R.....		

6.1. If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within ten (10) days to remedy such errors at no cost to the IPID. IPID reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work.

6.3. IPID shall serve thirty (30) days written notice for termination of contract in the case of non-performance.

6. PENALTIES

7.1. The Directorate will not make upfront payments to a successful service provider. Payment will only be made after the service has been rendered as agreed by both parties.

7. PAYMENTS

6.1. The preferred service provider will be liable for all damages or loss suffered by the Directorate as a result of the preferred service provider's own negligence or his/her employee's negligence in the execution of the preferred service provider's responsibilities.

6.2. In the case of subcontracting-the subcontractor will be liable for all damages or loss suffered by the Directorate as a result of the preferred service provider's own negligence or his/her employee's negligence in the execution of the preferred service provider's responsibilities.

6.3. The Directorate and its employees are indemnified by the preferred service provider against all losses or damages (including any liability, compensation, legal expenses etc.,) following from-

a) Loss of life or injuries which might be sustained by the preferred service provider's cleaner during the execution of the responsibilities;

b) Damage to or loss of any equipment or property of the preferred service provider during the execution of its responsibilities;

c) Any claims, which might arise, from omission, or acts committed, by the preferred service provider's cleaner against third persons (and /or their dependents) whilst such cleaner was on duty.

6. LIABILITY

5.16. Preferred service provider must ensure that the sub-preferred service provider (if subcontracting) is registered with Central Supplier Database and is fully compliant. Both the preferred service provider and the sub-preferred service provider (if subcontracting) CSD numbers should be reflected on the proposal;

confirming that SARS may, on an ongoing basis during the contract term, disclose the sub-preferred service provider's tax compliance status to the Directorate;

6.4. Penalties and reduction

Service Level	Consequences
95% to 100%	None (Service level met)
90% to 94.9%	None (Service below par, subject to monthly review)
80% to 89.9%	1% total invoice reduction
70% to 79.9%	5% total invoice reduction
60% to 69.9%	20% total invoice reduction
50% to 59.9%	50% total reduction
<50%	100% total invoice reduction and breach of contract

Priority Definitions	
1	Matters giving rise to an immediate health and safety or security risk
2	Matters that prevent or severely inhibit the client from conducting normal operations
3	Matters that have a detrimental effect to the beneficial occupation of the facilities
4	Matters that relate only to the on-going provision of an acceptable standard or accommodation
5	Minor matters of a routine nature

Service Levels

Service Element	Performance Standard	Priority Level	Target
Provide comprehensive Hygiene and Cleaning services, complying with all the relevant legislative requirements as well as all relevant IPID policies, that the buildings are kept occupationally safe, healthy and befit a conducive working environment.	No failure to comply with legislation and IPID with regard to providing a comprehensive service	2	100%
Adhere and review if necessary the schedule and operational methodology for the service that will be operated in line with industrial best practice	No failure to provide schedule and methodology	3	100%
Manage the waste disposal services for all waste to be in compliance with legislative requirements	No failure to provide a detailed site management file.	1	100%
Place on site a management file containing amongst others, company details and other OSHA regulations	No failure to provide a detailed site management file	3	100%
Provide a comprehensive Hygiene and Cleaning programme	No failure to provide a comprehensive Hygiene and Cleaning Programme	2	100%

7.1	Minimum Wages	It is expected that the service provider shall pay his/her employees at least the minimum monthly basic wage, as prescribed by the Labour Relations Act, 1995 (Act No.66 of 1995). The wages must be in line with the promulgation by the Minister of Labour.
7.2	Assumption of Duty	b) The successful service provider and his/her cleaners will be security screened by SSA prior to the commencement of the contract. Copies of ID documents as well as contact numbers of the Directors must be included in the Bid document. c) Service providers shall be expected to assume duty once all the process have been concluded and on the date agreed upon.
7.3	Price Escalation Fees	a) Escalation fees will be effected on every anniversary and in accordance with the CPI rate. b) For price verification purposes bidders need to add an estimated annual increase for salary adjustments (sectoral increases for year 2 and 3). Bidders need to take note that at the time of annual adjustment the Service Provider must submit the actual sectoral percentage which may adjust the salary up or down.
7.4	General requirements for cleaning and hygiene personnel	a) At all times Cleaning and Hygiene Services Personnel must be present and acceptable image and appearance which includes amongst others, grooming and others, grooming and other requirements; and b) The Manager, Supervisor, cleaning and hygiene service personnel must at all times present a dedicated attitude. c) The contractors' personnel must at all times refrain from littering and keep

7. THE FOLLOWING MUST BE NOTED BY PROSPECTIVE SERVICE PROVIDERS:

100%	2	No failure to provide rapid and comprehensive service to situations that included and not limited to spillages and cleaning of human body fluids within an hour of notification.
100%	1	No failure to provide a waste disposal services
100%	1	No failure to replenish consumables within the toilet facilities in manner and frequency, which ensures the availability of consumables at the point of use at all, times.
100%	3	No failure to use only environmentally friendly chemicals.
100%		Provided a rapid response to spillage and mechanisms of dealing with "body fluids" in any given situation Manage the waste disposal to in compliance with legislative requirements Manage all aspects of the provision of hygiene services and provide a constant supply on consumable within the toilet facilities. Use only environmentally friendly chemicals that have no secondary effect on the environment.

Technical Enquiries
Mr. Linda Matshele
Auxiliary Services
012 399 0000

SCM Enquiries
Ms. Fikile Maseko
Supply Chain Management
012 399 0000

9. ENQUIRIES (For More Information Please Contact):

- 8.1. Compulsory briefing session will held at the IPID National Office, 473 Stanza Bopape Street, Arcadia, Pretoria, 0083.
- 8.2. Completed and signed Briefing Session Certificate must be attached to the bid at the closing date and time.
- 8.3. Failure to attach proof of Briefing Session Certificate will be disqualification.

8. COMPULSORY INFORMATION SESSION

	a) The contractor shall furnish a monthly and quarterly report of the cleaning services, problems, etc. which transpired in the previous month to the IPID Auxiliary Services.
7.6	Contact with Departmental Representative
	a) The contractor shall ensure that, at the commencement of the contract, all cleaning and hygiene service personnel are deployed in complete uniform. The uniform for the cleaning and hygiene service shall be according to industry standards. Non-compliant personnel will be denied access to IPID premises. b) Service providers must keep proper site files as well as appropriate documents of all personnel, who are employed for rendering the service to the IPID. These documents must be available for inspection by representative of IPID. c) The appropriate documents shall include, inter alia, the following: academic qualifications, training certificates and medical certificates.
7.5	Uniform, Identification and Documents
	d) Under no circumstances will any Service personnel be allowed to trade on the grounds/building/work area occupied by them clean, hygiene and neat; e) The contractor shall not erect or display any sign, printed matter, painting, nameplates, advertisement and article of any nature whatsoever, in or to the Department's buildings or sites or any part thereof without written consent. The contractor shall not publicly display at any site any article or object which might be regarded as objectionable or undesirable; and f) Any sign, printed matter, painting, nameplates, advertisements, article or object displayed without written consent or which is regarded as objectionable or undesirable will be removed. The service provider shall be held responsible for the costs of such removal.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	IPID02/2024/25	CLOSING DATE:	5 July 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE CLEANING AND HYGIENE SERVICES FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE AT NATIONAL, PROVINCIAL AND DISTRICT OFFICES FOR A PERIOD OF THIRTY SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					

473 STANZA BOPAPE					
BENSTRA BUILDING					
ACARDIA					
PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS F MASEKO	CONTACT PERSON	Mr L MATSHELE	TELEPHONE NUMBER	012 399 0000
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	ipid@ipid.gov.za
SUPPLIER INFORMATION					

NAME OF BIDDER						POSTAL ADDRESS		STREET ADDRESS		TELEPHONE NUMBER		CELLPHONE NUMBER		FACSIMILE NUMBER		E-MAIL ADDRESS		VAT REGISTRATION NUMBER		SUPPLIER COMPLIANCE STATUS		ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?			
TAX COMPLIANCE		SYSTEM PIN:				OR		CENTRAL SUPPLIER DATABASE		No:		MAAA										ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		[IF YES ENCLOSE PROOF]	
☐ Yes		☐ No																				☐ Yes		☐ No	
[IF YES, ANSWER THE QUESTIONNAIRE BELOW]																									

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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: IPID02/2024/25
CLOSING TIME 11:00	CLOSING DATE: 5 JULY 2024

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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APPOINTMENT OF SERVICE PROVIDER TO RENDER COMPREHENSIVE CLEANING AND HYGIENE SERVICES FOR THE INDEPENDENT POLICE INVESTIGATIVE DIRECTORATE AT NATIONAL, PROVINCIAL AND DISTRICT OFFICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

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.

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

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

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-----	R-----	R-----
R-----	R-----	R-----
R-----	R-----	R-----

Bid No.:

Name of Bidder:

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

TOTAL: R.

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 –
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM
- Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration
- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?
YES/NO

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

Full Name	Identity Number	Name of institution of State

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

3.6

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- (delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_{t-P_{max}}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_{t-P_{max}}}{P_{max}} \right)$$

80/20 or 90/10

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender				
Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	
Enterprises with ownership of 51% or more by persons who are black	8			
Enterprises with ownership of 51% or more by persons who are women	8			
Enterprises with ownership of 51% or more by persons who are youth	2			
Enterprises with ownership of 51% or more by persons who are disability	2			

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

Definitions	1.
Application	2.
General	3.
Standards	4.
Use of contract documents and information; inspection	5.
Patent rights	6.
Performance security	7.
Inspections, tests and analysis	8.
Packing	9.
Delivery and documents	10.
Insurance	11.
Transportation	12.
Incidental services	13.
Spare parts	14.
Warranty	15.
Payment	16.
Prices	17.
Contract amendments	18.
Assignment	19.
Subcontracts	20.
Delays in the supplier's performance	21.
Penalties	22.
Termination for default	23.
Dumping and countervailing duties	24.
Force Majeure	25.
Termination for insolvency	26.
Settlement of disputes	27.
Limitation of liability	28.
Governing language	29.
Applicable law	30.
Notices	31.
Taxes and duties	32.
National Industrial Participation Programme (NIPP)	33.
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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, guarding, 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.	
2.1	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. Application
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.	
3.1	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. General
3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za	
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.	4. Standards
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. Use of contract documents and information; inspection.
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.	
7.1	Within thirty (30) days of receipt of the notification of contract award,	7. Performance

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.

8.1 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

8. Inspections, tests and analyses

security

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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.

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

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.

15.1 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. Warranty

(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.

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:

14. Spare parts

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.

(e) provided that this service shall not relieve the supplier of any warranty obligations under this contract; and 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.

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

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.

21.2 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.

21.1 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.

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.

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.

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.

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.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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.

16.2 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.

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

may have against the supplier under the contract.

21. Delays in the supplier's performance

20. Subcontracts

19. Assignment

18. Contract amendments

17. Prices

16. Payment

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,
28. Limitation of liability	(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. 28.1 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

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. 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. 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. 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) 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.
34. Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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