PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL TREASURY)					
BID NUMBER:	**RFQ287-2025**	CLOSING DATE:	**11 SEPTEMBER 2025**	CLOSING TIME:	**16:00PM**
DESCRIPTION	**PROVISION OF CLEANING AND HYGIENE SERVICES ON A MONTH-TO-MONTH BASIS FOR A PERIOD OF FOUR (4) MONTHS AT 40 CHURCH SQUARE, PRETORIA CBD AND THE 3RD FLOOR PARLIAMENTARY OFFICES AT 120 PLEIN STREET, CAPE TOWN**				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO THE ADDRESS BELOW					
National Treasury					
40 Church Square, PRETORIA,0001					
1st Floor Supply Chain Management, Att: Rachel Sehabetla					
OR scmleadresponse4@treasury.gov.za					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Rachel Sehabetla Eric Tshigo	CONTACT PERSON	Kwame Mzileni Lungani Cele
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	scmleadresponse4@treasury.gov.za	**E-MAIL ADDRESS**	Kwame.Mzileni@treasury.gov.za Lungani.Cele@treasury.gov.za

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………

Special Conditions of Contract

RFQ287-2025

PROVISION OF CLEANING AND HYGIENE SERVICES ON A MONTH-TO-MONTH BASIS FOR A PERIOD OF FOUR (4) MONTHS AT 40 CHURCH SQUARE, PRETORIA CBD AND THE 3RD FLOOR PARLIAMENTARY OFFICES AT 120 PLEIN STREET, CAPE TOWN

CLOSING DATE: 11 SEPTEMBER 2025 AT 11:00 PM

VALIDITY PERIOD: 60 DAYS

S U P P L Y   C H A I N   M A N A G E M E N T

A LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts emanating there from will be subject to the General Conditions of Contract 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. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract takes precedence.

1. EVALUATION PROCESS AND CRITERIA

1.1 All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

1.1.1 Phase I: Initial screening process

In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

a) Business registration, including details of directorship and membership;

b) Bank Account holder information;

c) In the service of the State status;

d) Tax compliance status;

e) Identity number;

f) Tender default and restriction status; and

g) Any additional and supplementary verification and information communicated by National Treasury.

1.1.2 Phase II: Functionality evaluation as per attached Terms of Reference

a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.

b) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

c) Bidders 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 bidders.

d) The panel members will individually evaluate the responses received against the following criteria as set out on the terms of reference.

e) Any proposal not meeting a minimum score of 65% functionality proposal will be disqualified and the financial proposal will remain unopened.

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

g) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 65% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.

1.1.3 Phase III: Price/Financial stage and specific goals

Price/ Financial proposals must be submitted in South African Rand.
NT reserves the right to negotiate rates submitted by bidders.
National Treasury reserves the right to accept or not to accept the lowest or any Bid or not to appoint at all. The invitation of bids will be rotated for promotion of suppliers.

2. EVALUATION CRITERIA

a. In terms of regulation 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for specific goals in terms of which points are awarded to bidders on the basis of:

- The bidded price (maximum 80 points); and
- specific goals (maximum 20 points)

b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000:

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

Where
Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

A maximum of 20 points may be awarded to a bidder for specific goals stipulated in the bid document aligned with Preferential Procurement Policy Framework Act and programmes of the Reconstruction and Development Programme (RDP) as published in Government Gazette No. 16085 dated 23 November 1994. For this bid, the maximum number of specific goals that could be allocated to a bidder is indicated in paragraph 2.2.

2.1 Points

The Preferential Procurement Regulations 2022 were with effect from 16 January 2023. These regulations require organs of state, to determine their own preferential procurement policies in accordance with section 2 of the PPPFA and the thresholds and the formula prescribed in the 2022 Regulations. In this instance, the specific goals are as contemplated in section 2(1)(d) of the Act which may include contracting with persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the RDP as published in Government Gazette No. 6085 dated 23 November 1994.

2.2 Specific goals

The applicable preference point system as envisaged in the regulations; 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

Specific goal	Number of points (80/20 system)
1. EME & QSE	5
2. Youth	5
3. Woman	5
4. People with disabilities (PWDs)	5
5. Non-compliant contributor	0

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.

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.

c. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.

d. Bidders are requested to complete the various preference claim forms in order to claim preference points.

e. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for specific goals.

f. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their specific goals.

g. Points scored will be rounded off to the nearest 2 decimals.

h. 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 the bid. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

i. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

j. **Subcontracting after award of tender**

(i) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

3. MANDATORY REQUIREMENTS

MANDATORY REQUIREMENT FOR BIDDERS TO COMPLY WITH FOR BID CONSIDERATION, FAILURE TO ADHERE TO THE CONDITIONS BELOW WILL DISQUALIFY THE BIDDER.

3.1. Bidders must be registered on Central Supplier Database (CSD) by the closing date of the tender.

3.2. In the case of a Joint Venture, Consortium, Trust or Partnership, a signed teaming agreement is required.

3.3. In the case of a Joint Venture, Consortium, Trust, or Partnership a Consolidated or for both companies Central Supplier Database Registration (CSD) or both companies CSD are required.
3.4. A valid copy of Public Liability Insurance Cover for the company and the total cover available to the value of R 900 000,00
3.5. Valid proof of Provident Fund Compliance letter
3.6. Supervisor must have Level 1 First Aid valid competence certificate as proof.

4. TAX COMPLIANCE STATUS

Bids received from bidders with a non- compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

5. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax where applicable.

6. CLIENT BASE

6.1 National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

7. LEGAL IMPLICATIONS

Successful service providers will enter into a service level agreement with National Treasury.

8. COMMUNICATION

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

9. LATE BIDS

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

10. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

11. PROHIBITION OF RESTRICTIVE PRACTICES

a. In terms of section 4(1) 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:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or

- collusive bidding.

b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

12. FRONTING

a. The National Treasury supports the spirit of empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the National Treasury condemns any form of fronting.

b. The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting issued by the Department of Trade and Industry, established during such enquiry/investigation, the onus will be on the bidder contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

13. PRESENTATION

National Treasury may require presentations/interviews from short-listed bidders as part of the bid process.

14. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will enter into a formal contract with the National Treasury.

15. PACKAGING OF BID

The bidder shall send the responses to the RFQ by means of electronic method to the SCM contacts indicated below or by mean of physical submission to the National Treasury address, sealed and clearly marked as below outlines Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked.

15.1 TECHNICAL AND PRICE/FINANCIAL PROPOSAL

Bid No: RFQ287-2025

DESCRIPTION: PROVISION OF CLEANING AND HYGIENE SERVICES ON A MONTH-TO-MONTH BASIS FOR A PERIOD OF FOUR (4) MONTHS AT 40 CHURCH SQUARE,

PRETORIA CBD AND THE 3RD FLOOR PARLIAMENTARY OFFICES AT 120 PLEIN STREET, CAPE TOWN

Bid closing date and time: **11 SEPTEMBER 2025 AT 16H00 PM**

16. CONTACT DETAILS

Supply Chain Management, 1st floor, National Treasury

Private Bag X115, Pretoria, 0001

Physical address: 40 Church Square, Pretoria

For General enquiries

Name	Email
Eric Tshigo	Eric.Tshigo@treasury.gov.za
Rachel Sehabetla	scmleadresponse4@treasury.gov.za

For Technical enquiries

Name	Email
Kwame Mzileni Lungani Cele	Kwame.Mzileni@treasury.gov.za Lungani.Cele@treasury.gov.za

national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

Provision of Cleaning and Hygiene Services on a Month-to-Month Basis for a Period of four (4) Months at 40 Church Square, Pretoria CBD and the 3rd Floor Parliamentary Offices at 120 Plein Street, Cape Town

1. PURPOSE

The National Treasury hereby invites quotations for the supply, delivery, installation, and maintenance of cleaning and hygiene services at the following sites:

- 40 Church Square, Pretoria CBD; and
- 3rd Floor Parliamentary Offices, 120 Plein Street, Cape Town.
- The purpose of this RFQ is to appoint a qualified service provider to deliver comprehensive cleaning and hygiene services on a month-to-month basis for a duration of four (4) months.

2. SERVICE REQUIREMENTS

- The National Treasury seeks to appoint a service provider capable of delivering consistent high-quality hygiene and cleaning service at its designated sites. The service provider will be required to render services in accordance with the scope outlined below.

2.1 National Treasury Sites

- 40 Church Square Building, Pretoria CBD
- 3rd Floor, Parliamentary Offices, 120 Plein Street, Cape Town

2.2 Scope of Work

- The appointed service provider will be expected to perform the following duties:
- Deliver comprehensive hygiene and cleaning services during business hours (07:00 – 16:00), including weekend and monthly cleaning activities as and when required.
- Conduct scheduled deep cleaning at both sites in accordance with a cleaning schedule to be provided upon commencement.
- Provide refreshment coordination assistance within National Treasury offices when required

2.3 Specifications

ITEM NO.	DESCRIPTION
2.3.1	**Service required**
	a) Provide professional hygiene and cleaning services to National Treasury premises for a period of four (4) months, including supply, operational control, housekeeping, and ongoing maintenance. b) Maintain, at the bidder's own cost, public liability insurance covering its personnel against accident, injury, or death. c) Conduct regular, routine inspections of all service sites, ensuring consistent reporting and quality control.

	d) Implement a comprehensive hygiene and cleaning programme that incorporates environmentally friendly practices and controls. e) Supply all required hygiene equipment on a rental basis. f) Develop and implement a continuous improvement plan for the services provided. Any cost reductions achieved through this programme must be passed on to the National Treasury. g) Maintain an adequate supply of refill stock at National Treasury premises to ensure uninterrupted service delivery. h) Deploy personnel with relevant hygiene service experience, supported by trained and competent operations staff. i) Ensure that all chemicals, detergents, and related materials used are compliant with the South African Bureau of Standards (SABS) and meet Occupational Health and Safety Act (OHSA) requirements. j) Deliver all hygiene and cleaning services in full compliance with the Occupational Health and Safety Act No. 85 of 1993. k) Provide services to both the Gauteng and Cape Town offices of the National Treasury. l) utilize locally manufactured products where possible. m) Ensure that services align with Hazard Analysis and Critical Control Point (HACCP) principles and/or ISO 22000 requirements. n) Upon request, promptly submit documentation demonstrating compliance with all relevant laws and regulations. o) Attend mandatory statutory meetings between service provider representatives and National Treasury management. p) Comply with all applicable laws and regulations, including but not limited to taxation laws, labour legislation, and anti-corruption laws. q) Undergo periodic performance evaluations by the National Treasury. r) Provide documentation confirming compliance with statutory obligations under the Pension Funds Act No. 24 of 1996 and the Unemployment Insurance Contributions Act No. 4 of 2002, including proof of registration and compliance status.

2.3.2	**Description of services**
	2.3.2.1 Cleaning Services: a) Carpet cleaning. b) General exterior cleaning. c) General cleaning of all surfaces in accordance with infectious disease protocols. d) General interior cleaning. e) Specialized ablution cleaning. f) Specialized kitchen cleaning. g) Refreshment area coordination; and h) Washing and laundry services.

	2.3.2.2 Hygiene Services: a) Supply (on a rental basis) and maintenance of hygiene equipment. b) Supply and replenishment of hygiene consumables; and c) Removal and proper disposal of sanitary bins and medical waste containers in accordance with legislated regulations. **2.3.2.3 Deep Cleaning:** a) Cleaning and disinfection of toilets, urinals, hand wash basins, slices, and sinks. b) Daily cleaning and disinfection of wall tiles. c) Disinfection of all desk surfaces five times daily using 70% alcohol-based disinfectants. d) Removal of bacteria and uric incrustations from all areas of basins and sinks. e) Cleaning of taps and plugs; and f) Monthly disinfection of buildings to prevent the spread of infectious diseases.

2.3.4 Cleaning services

Service Area	Service Specification Level	Service output	Standards
Cleaning Glass Surfaces	Ensure all glass surfaces in the building are kept clean at all times.	Glass surfaces are to be free of dust, fingerprints, stains, smudges and markings with a dry streak/smear free finish achieved.	No failure to ensure all glass surfaces in the building are kept clean at all times.
General Cleaning Carpets	Ensure all carpets in the building are kept clean and free of stains at all times.	Carpets are to be clean and free of stains, marks and spots. This process to be operated by both a spot cleaning service and a full deep cleaning service	No failure to ensure all carpets in the building are kept clean at all times.
General Cleaning (Exterior)	In the event of graffiti inside or outside the building the service provider must take appropriate measures to ensure that it is removed or obscured from public display.	The service provider must inform the client if a temporary solution is to be implemented prior to a permanent solution finally resolving the call	No failure to provide a schedule of the deep cleaning service with frequencies and locations identified.
	Implement a programme of cleaning of parking pathway/driveway, car parking, pedestrian and other exterior hard surfaces.	External cleaning includes the removal of bird faeces. This must be completed according to the correct HSE requirements.	No failure to provide a schedule a programme of cleaning of parking pathway/driveway, car parking, pedestrian and other exterior hard surfaces.

General cleaning (Interior)	Provide a general cleaning (interior) service for all internal fabric to include, but not be limited to the following: hard floors with a variety of finishes, soft floors with a variety of finishes, entry matting, ceilings, walls (including skirting and ledges), furniture (interior and exterior), all fixtures and fittings, ornaments and all other free-standing items, blinds and other window coverings; and All surfaces to be free from debris, dirt, marks, smears or cleaning chemical build up at all times.	Service provider to prepare and provide the client with a schedule for the cleaning of all items, with recommended frequencies.	No failure to ensure all carpets in the building are kept clean at all times and a schedule of the cleaning service with frequencies and locations identified
Special Cleaning (Ablutions)	Provide a specialised cleaning service for ablutions. a) Clean all toilet facilities and adhere to the highest hygiene, health and safety standards at all times. b) Deep clean all toilet facilities and adhere to the highest hygiene, health and safety standards at all times; and c) Manage the waste disposal service for ablutions, complying with all legislative requirements.	Service provider to prepare and provide a schedule for the cleaning of all items, with recommended frequencies. Provide disposal schedule of ablution waste	No failure to provide a specialised cleaning service for ablutions and disposal of any waste in accordance with the relevant legislation and OHSA requirements.

Special Cleaning (Kitchens)	a) Provide a specialised cleaning service for periodic deep cleaning of kitchens; and b) Clean all kitchen equipment and furniture and adhere to the highest hygiene, health and safety standards at all times.	Service provider to prepare and provide a schedule for the cleaning of all items, with recommended frequencies.	No failure to comply with all health and safety legislation.

Refreshment Coordinator Services	Provide specialised events and booking service to the boardrooms and meeting sites. a) Handle all tea and coffee, to ensure high standard of quality. b) Wash all crockery and maintain proper stock control on daily basis. c) Manage (supply & control) all groceries stock on a weekly basis. d) Maintain a clean & healthy catering environment. e) Ensure a hygienic regime for all catering equipment and suppliers. f) Glasses and water bottles must be cleaned and replenished daily. Sterilise water bottles and jugs weekly. g) The provision of daily tea and coffee will be managed by the PAs to what the requirements are, service will be provided upon request; and h) The respective meeting boardrooms will have daily stock of tea and coffee.	Service Provider to provide service in accordance with the daily meeting and event bookings; and Personnel to always be available for the service as required.	No failure to provide a professional and specialised events and always booking services.

2.3.4 Hygiene services			
Service Area	**Service specification**	**Service out put**	**Standards**

Hygiene services	Provide a specialised and professional Hygiene services. • Manage all aspects of the provision of hygiene services and provide a constant supply of consumables within the toilet facilities and waste disposable bins on each floor • Manage the waste disposal services to be in compliance with legislative requirements	Service Provider to prepare and provide excellent and professional hygiene services at all times with the required standard of service at all times.	• 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. • No failure to provide a waste disposal service for ablutions. • No failure to replenish hand sanitisers at the point of use at all times • No failure to decontaminate building once a month or as and when required
Requirements	• All equipment must be inspected regularly to ensure it is safe, in good working condition, and appropriate for its intended • Only environmentally friendly chemicals should be used, with Material Safety Data Sheets (MSDSs) readily available at all times. • Adequate staffing levels must be maintained at all times, with personnel who are suitably trained for their duties. • Sufficient supervision must be in place to ensure service standards are met. • Cleaning of all areas must be conducted in an appropriate manner and at a frequency that prevents recurring complaints. • **The service provider must maintain a pool of approved staff to ensure continuity of service. Replacements for absent personnel must be arranged by 10:00 AM on the same day**. • The service provider is required to provide a valid waste disposal certificate to ensure regulatory compliance.		

2.3.5 Deep cleaning services

Service Area	Service Specification Level	Service Output	Standards
Deep cleaning services	Provide professional deep cleaning services in the following areas: **a) 40 Church Street** • All areas with Carpet. • Bathrooms • Brass **and** • **Upholstery and curtains**.	• Service Provider to prepare and provide excellent, professional deep cleaning services as per agreed schedule at all times with the required standard of service. The carpets should then be	No failure to provide excellent and professional deep cleaning services.

		washed with an appropriate carpet washing machine	
Requirements	• Equipment to be inspected regularly and to be safe, in good working order and appropriate for use. • Environmentally friendly chemicals to be used (MSDSs available at all times) • Sufficient staff, suitably trained are to be available at all times. • Cleaning of all areas to be affected with the required manner and frequency which avoids persistent complaints; • A service provider should maintain a pool of approved staff, replacement in the event of absenteeism is required by 10h00 of that day. • Staff performing high rise cleaning to be cleared medically by the medical practitioner and proof submitted to the client and site file. • Correct and certified equipment's and other related requirements for high rise cleaning to be satisfied; and • Provision of waste disposal certificate to ensure compliance.		

3. SERVICE SITES SIZE

SITE	TYPE OF SERVICE	BUILDING SIZE	TOTAL ESTIMATE STAFF & VISITORS
40 Church Street	Comprehensive Hygiene and Cleaning	5000m^2	**375**
3rd Floor Parliament, Cape Town	Hygiene Services Only	± 900m^2	**15**

Building Size	
Site	**Details**
40 Church Square	• Tiles – 250m²; • Laminated Wooden Floors – 375m² • Courtyard paving (Including the outside entrance; parameters) – 500m²; • Underground parking concrete surface; and • Building carpeted surface – 4000m².

RFQ Full List

(a) 40 Church Square, Pretoria

Floors	Kitchens	Female		Male		Disabled	
6	9	**Toilets**	**24**	**Toilets**	**13**	**Toilets**	**3**
		Basins	**20**	**Basins**	**16**		
				Urinals	**14**	**Basins**	**3**

CLEANERS NEEDED – 40 CHURCH SQUARE BUILDING

The following number of cleaners is needed:

1	Full-time Supervisor
8	General Cleaners
2	Cleaner (Bathrooms)
3	Cleaner (Balconies, Courtyard and Parking bays & entrance paved areas)
7	Refreshment Coordinators
21	**Total number of cleaners required**

EQUIPMENT – 40 CHURCH SQUARE BUILDING

The equipment must meet an acceptable quality standard. This means it should be of a recognised brand within the facilities management industry, known for its durability, reliability, and compliance with SABS (South African Bureau of Standards) requirements. If any equipment supplied is not SABS-approved, the service provider will be required to replace it with equipment that is fully compliant with SABS standards.

Sufficient and separate gloves for each area should be provided for the cleaning of the bathrooms (green) and kitchens (yellow) general areas (green). These gloves should be replaced monthly.

We require proper cleaning cloth for various areas in colour codes as follows:

a) Red for bathroom purposes.
b) Yellow for the workstations and equipment amongst other telephone equipment and computers; and
c) Blue or green for the kitchens

The National Treasury will inspect the condition of the following cleaning equipment that is needed (before the contract starts)

7	Vacuum cleaners
3	Hard brooms
11	Soft brooms
14	Mops
18	Buckets
1	High pressure water washer and hose pipes
1	Industrial strength steam cleaner (similar or equal to the gemini)
1	Industrial polisher
1	Buffer scaffolding for windows
1	Sabs approved ladder (10m)
2	Sabs approved ladders (1m)
10	Scrubbing brushes
40	Toilet brushes
18	Dust pans set
1	Carpet shampoo machine
1	Stripping machine

(b) 3rd Floor Parliament, 120 Plein Street, Cape Town

<table>
<tr><th>Floors</th><th>Kitchens</th><th colspan="2">Female</th><th colspan="2">Male</th><th colspan="2">Disabled</th></tr>
<tr><td rowspan="3">(3rd Floor)</td><td rowspan="3">2</td><td>Toilets</td><td>4</td><td>Toilets</td><td>2</td><td rowspan="2">Toilets</td><td rowspan="2">3</td></tr>
<tr><td rowspan="2">Basins</td><td rowspan="2">2</td><td>Basins</td><td>2</td></tr>
<tr><td>Urinals</td><td>2</td><td>Basins</td><td>3</td></tr>
</table>

EQUIPMENT – 120 Plein Street, Cape Town

The site only has hygiene services requirement, which will be the installation of equipment and provision of consumables.

3.1.1 (Rental equipment installations)

40 CHURCH SQUARE

ITEM	ITEM DESCRIPTION	QUANTITY	REMARKS
1	Sensory hand towel dispenser	29	Installed, serviced and maintained
2	Wall bin with liners	28	Installed, serviced and maintained
3	She bins with perfume bags liners	26	Installed, serviced and maintained
4	Auto sanitizer dispenser	38	Installed, serviced and maintained
5	Air freshener dispenser	28	Installed, serviced and maintained
6	Foam soap dispenser	24	Installed, serviced and maintained
7	Toilet roll holder (tr3)	36	Installed, serviced and maintained
8	Foam seat sanitizer dispenser	36	Installed, serviced and maintained
9	Auto flush dispenser	18	Installed, serviced and maintained
10	Hand sanitizer	20 (Including sick bay)	Installed, serviced and maintained
SITE: OFFICE OF THE MINISTRY 40 CHURCH SQUARE			
11	Toilet roll holder silver	2	Installed, serviced and maintained
12	Wall bin small silver	2	Installed, serviced and maintained
13	Auto sanitizer dispenser silver	1	Installed, serviced and maintained
14	Air freshener dispenser silver	2	Installed, serviced and maintained
15	Liquid soap dispenser silver	2	Installed, serviced and maintained
16	Foam seat sanitizer dispenser silver	2	Installed, serviced and maintained
17	Mystique paper cabinet silver	2	Installed, serviced and maintained
SITE: CAPE TOWN OFFICES			
18	She bins sateen	4	Installed, serviced and maintained
19	Air freshener dispenser sateen	3	Installed, serviced and maintained
20	Toilet roll holder sateen	4	Installed, serviced and maintained
21	Seat spray dispenser sateen	6	Installed, serviced and maintained
22	Auto janitor dispenser sateen	6	Installed, serviced and maintained
23	Foam soap dispenser sateen	6	Installed, serviced and maintained
24	Wall bin sateen	5	Installed, serviced and maintained

25	Cormatic cabinet sateen	5	Installed, serviced and maintained
26	Condom dispenser	2	Installed, serviced and maintained
	BIOHAZARD Bins	12	Serviced &maintained

3.1.2. Services List – Bill of Quantities (Consumables)

SITE: 40 CHURCH SQUARE

ITEM	ITEM DESCRIPTION	QUANTITY	REFILL INTERVALS
1	Paper towel 2 ply roll	7	Monthly
2	Toilet paper 1 ply 48 rolls per pack	40 X 48	Monthly
3	Toilet paper 2 ply 48 rolls per pack	2 X 48	Monthly
4	Air freshener	33	Monthly
5	Auto sanitiser purinel	52	Monthly
6	Paper towel 1 ply 6 rolls per pack	45 X 6	Monthly
7	Foam soap	33	Monthly
8	Urinal fresh screen	2	Monthly
9	She bins	24	weekly
11	Seat sanitiser	39	Monthly

SITE: CAPE TOWN

1	Toilet paper 2 ply 48 rolls per pack	48	every 3 months
2	Air freshener	3	Monthly
3	Auto sanitiser Purinel	6	Monthly
4	Paper towel 2 ply 6 rolls	1	As and when required
5	Foam soap	5	As and when required
6	Seat sanitiser	5	As and when required
7	Toilet paper 2 ply 48 rolls per pack	48	As and when required
8	She bins	3	Weekly

3.1.3 Services List – Bill of Quantities (Establishment/Overheads)

Total number of cleaners required	**21**

SERVICE COSTINGS – See Annexure A - Six (4) months pricing schedule

(A) Equipment installations and maintenance

SECTION	DESCRIPTION	Once off Rate	Once off Rate
40 Church Square	Rental equipment installations	R	R
Office of The Ministry – 40 Church Square	Rental equipment installations	R	R
Cape Town Offices	Rental equipment installations	R	R
The once off rate should be inclusive of Maintenance cost for a period of 4 months			
SUB TOTAL			**R**

(B) Consumables

SECTION	DESCRIPTION	Monthly Rate	Total cost for 4 months
40 Church Square	Supply of consumables	R	R
Office of The Ministry – 40 Church Square	Supply of consumables	R	R
Cape Town Offices	Supply of consumables	R	R
SUB TOTAL			**R**

(C) Curtain washing and upkeep

SECTION	DESCRIPTION	Once off Rate	Once off
40 Church Square	Ministry Floor (including boardrooms) and Budget Council (888.07m^2)	R	R
SUB TOTAL			**R**

(D) Cleaning & deep Cleaning (carpet areas, toilets,

SECTION	DESCRIPTION	Monthly Rate	Total for 4 months
40 Church Square	Carpet Cleaning (Incl. high traffic areas)	R	R
	Deep Cleaning of Carpets area	R	R
	Deep cleaning of Ablutions	R	R
SUB TOTAL			**R**

(E) Overhead Costs

SECTION	DESCRIPTION	Monthly Rate	Total cost (4 months)
40 Church Square	Supply of work force (21 in total)	R	R
SUB TOTAL			**R**

SUMMARY OF COSTS:

SECTION	DESCRIPTION	Total cost (4 months)
(A)	**Equipment installations and**	**R**

	maintenance	
(C)	**Consumables**	**R**
(D)	**Cleaning & deep Cleaning (carpet areas, toilets, upholstery & curtains)**	**R**
(E)	**Overhead Costs**	**R**
GRAND TOTAL		**R**

DEEP CLEANING AND HYGIENE SERVICE - PER UNITS IN THE BATHROOMS & KITCHENS

40 Church Square, Pretoria

Floors	Kitchens	Female		Male		Disabled	
6	**9**	**Toilets**	**24**	**Toilets**	**13**	**Toilets**	**3**
		Basins	**20**	**Basins**	**16**		
				Urinals	**14**	**Basins**	**3**

(a) Cleaning Services

Area	Service Specification
Contents of each room **All surfaces and partition** **All artwork and frames** **Wooden panels and partitions**	a) Unless otherwise stated, the under-mentioned should be dusted **every day** with a soft cloth or a duster, which is recommended specifically for this purpose, and should be **cleaned daily**; and b) Archives and stock items in storerooms should be dusted **on request**, or **at least once a week**.
AREA OUTSIDE THE BUILDING – RECEPTION/ COURTYARD	a) These areas must be swept and washed on a **daily** basis to remove dust and leaves; and b) Paving is to be hosed with high pressure water hose nozzle with clean water and scrubbed **weekly** as well as the taking out of weeds.
DOORS	a) Remove all dirty spots on wooden and aluminium doors – **daily**. b) Polish doorknobs with an approved metal polish where applicable **— weekly** c) Wash all glass doors (inside and outside) with a degreasing agent and equipment that will not scratch the surface, as required **— weekly or on request**.
GLASS PARTITIONING	Wash all full-height and low-level glass partitioning **— weekly**.
ELEVATORS	Clean all elevators inside and outside with degreasing agent using a cloth that will not scratch the surface **— daily**.
FURNITURE	a) Polish wooden furniture everywhere with an approved polish. Such polish should not be greasy, should not be greasy, and should not come off on anything it comes into contact with ac contact with after it has been polished **— weekly**. b) Do not polish any laminated furniture. c) Damp washes all desk surfaces with an approved 70% alcohol-based disinfectants **3 times daily** d) Remove all dirty spots from glass tops, desks and other furniture such as, bookcases, empty shelves in a proper way **— daily**.

	e) Damp-Wash wash arts of furniture covered in leather or imitation leather — **daily**. f) Treat upholstered or leather covered parts of furniture with an approved agent — **monthly**. g) Vacuum those parts of furniture covered with fabric — **weekly**. h) Wipe telephones with a damp cloth using a suitable diluted disinfectant — **daily**. i) Antique furniture to be polished with wood oil **weekly**. j) All upholstery furniture **(±1533**) e.g. chairs; couches must be shampooed and washed **Once off** with approved SABS products; and k) Modesty panels need to be steam cleaned **as and when required** with an industrial steam cleaner.
STAIRS AND BALUSTRADES	a) Wipe banisters 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) Balustrades to be polished weekly with SABS approved metal polish; and e) Emergency staircases must be cleaned and kept free of obstructions on a **weekly** basis.
FLOORS	a) Clean all floors in order to maintain a high gloss — **daily**. b) Should entry to offices or high traffic make it difficult to treat floors, it should be done after office hours; and c) Wash floors with an appropriate disinfectant — **daily**.
VINYL: VINYL LINOLEUM, ASPHALT, RUBBER AND SIMILAR COATINGS	a) The relevant surface should be properly cleaned and where necessary old polish should be removed with an appropriate agent; and b) If a polish-remover is used, the floor should be rinsed with clean water and dried properly.
WOODEN FLOORS & PARQUET	(**Only at 40 church Square Building**) a) Sweep and remove all dirty marks — **daily**. b) Polish with SABS approved non-slip polish, should be done after the floor has been wiped with a damp mop; and c) Various areas: • High Traffic e.g. passages ways – apply polishing agent and polish — **weekly**. • Offices — apply polishing agent and polish — **weekly**; and • As soon a slight layer of old polish has built up, it should be scrubbed off and a new coat re-applied. This must be negotiated first with the Directorate: Facilities Management.
CARPETS (wall-to-wall and loose)	a) Vacuum all carpets — **weekly**. b) Thorough vacuuming as follows: c) High Traffic, e.g. passages ways — daily Offices and Conference Facilities — **daily**. d) Clean spots or stains immediately on a **daily** basis. Guard against the use of cleaning agents that could damage or discolour the carpets. e) The carpets should then be washed with an appropriate and SABS approved carpet washing machine. When carpets are washed, dirty marks or stains should be removed after which the carpet should be thoroughly vacuumed. It should be ensured at all times that the carpets do not become excessively wet. All water should be removed until the carpets are damp only. Occupants should be requested not to walk on the damp carpets, if possible. Washing of carpets will be done when requested for all areas with carpets, after office hours; and f) Carpet must be washed once a month after-hours in the following high traffic areas:

	40 Church Square • Budget council, banking hall, DG office, Lower Ground, Ground Floor and 2nd Floor (Ministry)
OUTDOOR CONCRETE SURFACES AND PAVING	a) Balconies, passageways, footways and water canals should be swept with appropriate brooms and dirty spots removed — **daily**. b) Pick up all rubbish on paving — **daily**. c) Sweep paving with a hard broom — **daily**. d) Walkways should be washed and scrubbed with soap and water — **weekly**; and e) Sanitize floors as and when necessary.
PARKING AREAS AND LOADING ZONES	a) Clear all conspicuous rubbish — **daily**. b) Remove oil, petrol and brake fluid stains with an appropriate approved cleaning agent — **weekly**. c) Sweep parking area **daily**. d) Wash parking area as and when required with industrial floor scrubber, after-hours or weekend at whatever period agreed on.
STORE-ROOM:	**STORE-ROOM:** a) All Storerooms must be cleaned on a **weekly** basis; and b) The records management storeroom based at 40 church must be cleaned:
RUBBISH REMOVAL	a) Empty all waste bins in office, kitchen, bathrooms and general areas in the morning and afternoon — **daily**; b) All rubbish bins should be washed with an approved disinfectant; c) Sufficient rubbish bags need to be provided **daily** by the service provider to outline the bins in the kitchens, bathrooms or where necessary; d) All rubbish bags will be removed from the containers with the rubbish intact and the containers will be outlined with new bags **daily**; **e)** Empty and wash all large bins outside conference rooms – **three times a day;** f) The contents of waste bins and other office rubbish should be removed; g) neatly in bags and deposited to the collecting points of rubbish bins provided for this purpose; h) Rubbish bags may not be dragged across floors or carpet tiles as the floors may be damaged; i) The service provider will be responsible for sorting waste paper for rendering to waste paper dealers. The manner of disposal should be indicated – and be done on a **daily** basis; j) Leaves, paper and other debris falling on or blowing onto the premises should be collected and placed in plastic bags to be provided by the service provider, and put in an appropriate place on the premises; and k) Additional black bags for all shredding machines for 40 Church Square must be provided by the service provider.
KITCHENS	a) Kitchen floors to be washed — **daily**; b) Counters top to be washed — **daily**; c) Cupboards to be cleaned and washed inside weekly to avoid infestation; and d) Fridges to be defrosted and cleaned — once a month or as and when required.
BATHROOMS	a) Bathroom floors to be washed — **daily**; b) Counters tops to be washed — **daily**; c) Toilet pans, covers, urinals, basins, towel rails and taps are to be cleaned with SABS approved disinfectant – twice a day;

	d) SABS approved chemical should be put into toilet pans to prevent deposits forming **— weekly**; e) All mirrors should be cleaned and polished with SABS approved chemicals **— daily**; f) Approved agents should be put in basins and urinals to prevent clogging **— weekly**; g) Glazed and enamel surfaces should be washed with an approved liquid agent, no abrasives or scouring materials may be used; and h) Toilet papers to be replenished **three (3) times a day** (or as per need) regularly during the day.
BRASS ITEMS .	a) Should be cleaned **— daily**; b) Should be polished with Brasso or another similar SABS approved chemical and equipment that will not scratch the surface, as required **— weekly** or **on request**; and c) High rise brass items cleaned **monthly**.
	The following tasks will be expected from the Refreshment Coordinators: a) Wash all crockery and maintain proper stock control daily; b) Manage catering requirements for clients; c) Manage (supply & control) all groceries stock on a **weekly basis**; d) Maintain a clean and healthy catering environment; e) Ensure a hygienic regime for all catering equipment and suppliers; and f) Glasses and water bottles must be cleaned and replenished daily. Sterilise water bottles and jugs weekly.
CLEANING TIME	The servicing times will occur daily during normal office hours (07H00 – 16H00) except where changes are specifically requested by National Treasury.
SECURITY SCREENING	a) All contractors' employees placed on-site, and Directors will be subjected to security screening by SSA (State Security Agency); and b) All contractors' employees on-site must adhere to all applicable National Treasury regulations (e.g. Security, Building Regulations, etc.) c) All contractors' employees will be required to sign oath of secrecy.
FIRE EXTINGUISHERS	The service provider and his employees shall under no circumstances make use of fire hose reels or other fire extinguishers on-site in the activities not attached to the rendering of the services.
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 National Treasury 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.
TRAINING	• The cleaning and hygiene services staff shall be trained by the service provider in every aspect relating to the handling of all equipment that they use with regards to this contract; and

	• The employer will be held responsible for any damages or injuries arising from any misuse any damages 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.

2 Service Level Specification and Penalties

- All services contemplated herein shall only be applied to the areas as reflected in the above Site List.
- National Treasury Facilities Management shall provide the contractor with a minimum of 2 working days advanced warning on any related service changes requested.
- All critical server rooms shall receive priority service which shall be agreed upon by National Treasury and the contractor on the listed areas.
- All service changes on any of the listed site or areas that will require more than the stipulated/agreed time to resolve will be treated as Project.
- Performance Measurement process will be incorporated into the Service Level Agreement to be signed after the successful bidder has been appointed.
- Service Providers’ Director to hold meetings with National Treasury quarterly and supervisors to have monthly meetings to discuss and resolve issues.
- Service Provider to provide quarterly reports indicating level of compliance to statutes.

Supervisor to be equipped with office equipment/working tools (laptop, cell phone, etc) to allow them to conduct building inspections and produce report

3. Terms and conditions for consideration

- It is imperative that bidders ensure compliance with all applicable labour and related legislation and associated standards, including but not limited to the Basic Conditions of Employment Act, 1997 (Act 75 of 1997), Labour Relations Act, 1995 (Act No.66 of 1995) and Unemployment Insurance Act, 2001 (Act 63 of 2001). The Department will monitor and enforce compliance with these requirements during the contract period.

- Bidders undertake to remain compliant with all applicable labour laws and regulations, including but not limited to Unemployment Insurance Fund (“UIF”) and Provident Fund obligations for the entire duration of the contract.

- Bidders are expected to pay employees at least the minimum monthly basic wage, as prescribed by the Labour Relations Act, 1995 (Act No.66 of 1995) and any relevant sectoral determinations issued by the Department of Employment and Labour. This includes but is not limited to compliance with UIF and Provident Fund requirements.

- Bidders must comply with the National Minimum Wage provisions prescribed for the cleaning services sector by the Department of Employment and Labour. Bidders who submit pricing below the applicable minimum wage will be disqualified during the pricing evaluation stage.
- Bidders will be required to demonstrate compliance with UIF registration and contribution requirements prior to submission of the bid and the successful bidder’s compliance with UIF registration and contribution requirements prior to contract award will be verified. Failure to demonstrate such compliance may result in withdrawal of the award.

- The department will, during the contract term on a month-to-month basis, monitor the successful bidder's ongoing compliance with all applicable labour legislation, including but not limited to the Unemployment Insurance Fund, Compensation Fund, Provident fund and any other relevant regulatory requirements.
- The requirement to be in compliance with all applicable labour legislation, including but not limited to UIF registration and contribution requirements and Provident Fund obligations will be included as a specific provision of the contract with the successful bidder and any non-compliance may lead to termination of the contract.
- The successful bidder must remain compliant with applicable Provident Fund requirements for the duration of the contract.
- The successful bidder will be subjected to company and personnel screening by the State Security Agency (SSA). This appointment will be terminated with immediate effect if the verification report from SSA has negative results.
- National Treasury reserves the right to terminate the contract if there is a breach of the agreed specifications, non-compliance with relevant legislation or failure to meet service level requirements.
- National Treasury reserves the right to appoint or not to appoint any bidder.
- National Treasury reserves the right to terminate the contract where the successful bidder is unable to meet the service level requirements or is not compliant to any relevant applicable legislation.
- Any continued non-compliance with the above requirements, that is not rectified may lead to restriction of the bidder from doing business with government.
- National Treasury may report cases to National regulator compulsory specifications
- Provide proof of valid membership registration compliance certificate with any **Cleaning Body Association applicable to Gauteng Province or National**.
- The bidder must be in compliance with the **Compensation for Occupation Injuries and Diseases Act (COIDA)** of 1993 (amended in 1997) and submit a valid Letter of Good Standing or valid proof of registration.

4. Mandatory Requirements to be considered

- Bidders must be registered on **Central Supplier Database (CSD) by** the closing date of the tender.
- In the case of a **Joint Venture, Consortium, Trust or Partnership, a signed teaming agreement** is required.
- In the case of a Joint Venture, Consortium, Trust, or Partnership a Consolidated or for both companies Central Supplier Database Registration (CSD) or both companies CSD are required.
- A valid copy of **Public Liability Insurance Cover** for the company and the total cover available to the value of R 900 000,00
- Valid proof of **Provident Fund Compliance letter**
- Supervisor must have **Level 1 First Aid** valid competence certificate as proof .

FAILURE TO ADHERE TO THE MANDATORY REQUIREMENTS WILL LEAD TO THE BID BEING INVALIDATED.

5. Evaluation Criteria

Stage 1a: FUNCTIONALITY EVALUATION

No	Criteria	Weights	Scoring
1.	**COMPANY EXPERIENCE:** The bidder must provide a minimum of 3 reference letters from business organizations (entities) that have used the Bidder to provide cleaning services in the past five (5) years (contactable references will be verified). **Each letter must include the following information**: • Client name and industry • The contact person, phone number and company business address • Contract period • The value of the contract awarded • State the number of personnel who were employed to deliver the services and brief description of the project scope. ***NB: The bidder must provide written references from its own clients, and not that of its sub-contractors.***	45%	**5- Excellent** 5 or more reference letters submitted reflecting all items and discussed in detail. **4- Very Good** 4 reference letters submitted reflecting all items. **3 -Good** 3 reference letters submitted reflecting all the items. **2- Average** 2 reference letters submitted reflecting some items with little to no detail. **1 – Poor** 0-1 reference letters submitted.
2.	**Project Plan:** Provide a detailed proposal to indicate how the services described in the terms of reference will be executed, monitored and controlled. The proposal should address the following aspects: • Staff capacity • Outline delivery schedule & timetable • Contingency plan • Environmental Controls • Health & Safety	35%	**5- Excellent** Proposal addresses 5 or more criterion aspects **4- Very Good** Proposal addresses 4 of the criterion aspects **3 -Good** Proposal addresses 3 of the criterion aspects **2- Average** Proposal addresses 2 of the criterion aspects **1 – Poor** Proposal addresses 1 of the criterion aspects
4.	**Supervisor Experience:** Bidder must attach the Supervisor CV indicating experience of a minimum of 3 years in the Supervisor Role in the Cleaning or Hygiene Industry with a Minimum Grade 10 or higher (attach a copy).	20%	5 = 6 or more years relevant experience 4 = 4 to 5 years relevant experience 3 = 3 years relevant experience 2 = 2 years relevant experience 1= less than 1 year experience

	Note: Years of experience will be calculated from Supervisor work history as listed under (Starting date & end dates in months & years must be clearly stated in the CV)		
	Minimum Threshold	65%	
	Total	100%	
Bidders who did not meet a minimum threshold of 65 % on Technical Evaluation Criteria will be disqualified for further evaluation on price and specific goals			

Each panel member will rate each individual criterion on the score sheet using the following scale.

Rating	Description
5 - Excellent	Meets and exceeds the functionality requirements
4 – Very Good	Above average compliance to the requirements
3 - Good	Satisfactory and should be adequate for stated element
2 - Average	Compliance to the requirements
1 - Poor	Unacceptable, does not meet set criteria

5. Evaluation criteria

Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 65% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.

The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 65% for functionality will be evaluated and scored in terms of pricing and specific goals.

5. SPECIFIC GOALS

Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022

5.1 This preference form (SBD 6.1) must form part of all tender responses. It contains general information and serves as a claim form for preference points for specific goals. 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 the table below as may be supported by proof/ documentation stated in the conditions of this tender.

5.2 Specific goals for the tender and points claimed are indicated per the table below.
The 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.
Before completing this form, tenderers must study the general conditions, definitions and directives applicable in respect of the tender and preferential procurement regulations, 2022)

5.3 **Specific goals allocation table**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EME& QSE	5	
Youth	5	
Women	5	
People living with Disability (PWDs)	5	

ANNEXURE A - PRICING SCHEDULE FOR FOUR (4) MONTHS

		Section	Description	Costs for 4 months	Total cost for 4 months (excluding VAT)
a)	Equipment Installations and Maintenance	40 Church Square	Rental Equipment Installations	R	R
		Office of the Ministry – 40 Church Square	Rental Equipment Installations	R	R
		Cape Town Offices	Rental Equipment Installations	R	R
b)	Consumables	40 Church Square	Supply of Consumables	R	R
		Office of the Ministry – 40 Church Square	Supply of Consumables	R	R
		Cape Town Offices	Supply of Consumables	R	R
c)	Cleaning & deep Cleaning 40 church	40 Church Square	Supply of Consumables	R	R
		40 Church	Carpet Cleaning (Incl. high traffic areas)	R	R
		40 Church	Deep Cleaning of Carpets area	R	R
		40 Church	Deep cleaning of Ablutions	R	R
		40 Church	Upholstery	R	R
		40 Church Square	Supply of work force (21 in total)	R	R
d)	Overhead Costs	40 Church Square	Supply of work force (21 in total)	R	R
		40 Church Square	Supply of work force (21 in total)	R	R

R
R
R

SBD 3.3

PRICING SCHEDULE

NAME OF BIDDER	**BID NO: RFQ287-2025**
______________________________	
CLOSING TIME: 16:00PM ON 11 SEPTEMBER 2025	

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENTLY INCLUSIVE OF VALUE ADDED TAX

RFQ287-2025: PROVISION OF CLEANING AND HYGIENE SERVICES ON A MONTH-TO-MONTH BASIS FOR A PERIOD OF FOUR (4) MONTHS AT 40 CHURCH SQUARE, PRETORIA CBD AND THE 3RD FLOOR PARLIAMENTARY OFFICES AT 120 PLEIN STREET, CAPE TOWN

1. Services must be quoted in accordance with the attached terms of reference

   Total cost of the assignment (R inclusive VAT) R______________________

NB: Bidders are also advised to indicate a total cost breakdown for this assignment

2. Period required for commencement with project after acceptance of bid

3. Are the rates quoted firm for the full period? YES NO

4. If not, firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

Any queries regarding the bid may be directed to:

Department: National Treasury

Contact person: Rachel Sehabetla

Email address: Rachel.Sehabetla@treasury.gov.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION

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[1] in the enterprise, employed by the state? **YES/NO**

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

Full name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

____

____

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

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 consortium[2] 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.

3.5 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.

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

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.

3.7 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

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

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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

1.2 To be completed by the organ of state

1.2.1 The applicable preference point system for this tender is the 80/20 preference point system.

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

1.3.1 Price; and

1.3.2 Specific Goals.

1.4 To be completed by the organ of state:

1.4.1 The maximum points for this tender are allocated as follows:

	POINTS
Price	80
Specific Goals	20
Total points for Price and Specific Goals	**100**

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

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

2 DEFINITIONS

DESCRIPTION	**DEFINITION**
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

DESCRIPTION	DEFINITION
	method envisaged in legislation;
Price	means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
Rand value	means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
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
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 points is allocated for price on the following basis: **80/20**

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

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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—

4.2.1 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

4.2.2 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
EME& QSE	5	
Youth	5	
Women	5	
People living with Disability (PWDs)	5	

5 DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm……………………………………………………………………….

5.2 Company registration number: ………………………………………………………...

5.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.4 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: ……………………………………………………….

……………………………………………………….

……………………………………………………….

……………………………………………………….

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (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.