NSG/BID/01/2024/2025

RENDER COMPREHENSIVE CLEANING AND HYGIENE SERVICES TO THE NATIONAL SCHOOL OF GOVERNMENT (NSG), 70 MEINTJIES STREET, SUNNYSIDE, TSHWANE, FOR A PERIOD OF THIRTY-SIX (36) MONTHS

BIDDING DOCUMENT

RFP	Request for Proposal and Terms of Reference
SCC	Special Conditions of Contract
Annexure A	Returnable Bid Document Checklist and Submission Format
Annexure B	Pricing Schedule
Annexure C	Evaluation Criteria
Annexure D	Summary of Past Experience
Annexure E	Detailed Proposed Team
Annexure F	Detailed List of Equipment
SBD 1	Invitation to Bid
SBD 3.3	Pricing Schedule
SBD 4	Declaration of Interest
SBD 6.1	Preference points claim form in terms of Preferential Procurement Regulations 2022
GCC	General Conditions of Contract

Advertising Date: 19 July 2024

Closing Date: 16 August 2024

Closing Time: 11:00

school of government

Department:
National School of Government
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSAL: RENDER COMPREHENSIVE CLEANING AND HYGIENE SERVICES TO THE NATIONAL SCHOOL OF GOVERNMENT (NSG), 70 MEINTJIES STREET, SUNNYSIDE, TSHWANE, FOR A PERIOD OF THIRTY SIXTY (36) MONTHS

NSG/BID/01/2024/2025

Date issued: 19 July 2024

Closing date and time: 16 August 2024 at 11:00

Bid Validity Period: 120 days

TENDER BOX ADDRESS:
ZK Matthews Building
70 Meintjies Street (walk-in) or 20 Greeff Street (visitor parking)
Trevenna / Sunnyside
Pretoria

NATIONAL SCHOOL OF GOVERNMENT

1. DURATION AND CONDITIONS OF THE BID

1.1. BACKGROUND

The NSG is a government department within the portfolio of the Ministry for Public Service and Administration. The NSG is the primary vehicle through which government is addressing capacity and skills development needs of public servants at all employment levels. In terms of its capacity building role, the NSG is a key player in contributing to the developmental agenda of government, as well as transformation and service delivery in the public service. More information about the NSG can be obtained at www.thensg.gov.za.

1.2. SERVICE REQUIREMENTS

The National School Government wishes to appoint a service provider for the provision of comprehensive cleaning and hygiene services for a period of thirty sixty (36) months at the NSG.

1.2.1. Operational Conditions

(i) All services must satisfy the HACCP (Hazard Analysis and critical control points) principles;

(ii) All products utilised must be locally procured. Sub-contracting is accepted;

(iii) Staff cost to be fixed for thirty sixty (36) months upon appointment, and labour matters to be in accordance with relevant sectoral determination; and

(iv) Annual material and other related price escalations must be in accordance with average statutory price (CPI) pronouncements.

1.2.2. National School of Government Buildings

- Z. K. Matthews Building, 70 Meintjies Street, Sunnyside, Tshwane, covering approximately 7 000 m² of office space, including two basement parking areas (234 vehicles), as well as 180 m² of storage space on the upper basement; and

- Old School Building, 70 Meintjies Street, Sunnyside, Tshwane (which is a heritage building) covering approximately 550 m².

1.2.3. Scope of work

1.2.3.1. Provide Comprehensive Cleaning services during business hours (day shift and night shift - Monday to Friday) on a monthly basis;
1.2.3.2. Provide Hygiene services during business hours (day shift and night shift - Monday to Friday) on a monthly basis;
1.2.3.3. Provide Deep (carpet & chairs) & Window cleaning services as per schedule provided;
1.2.3.4. Coordinate hot and cold beverage services (day shift - Monday to Friday) on a monthly basis;

Note:

- All chemicals, detergents and other related materials must be compliant to South African Bureau of Standards and meet the OHSA requirements; and
- All cleaning and hygiene services are to be undertaken in compliance with Occupational Health and Safety Act 85 of 1993.

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

1.2.4. DETAILED DESCRIPTION

ITEM NO	DESCRIPTION
1.2.4.1	**Service required**
	a) The rendering of a professional Comprehensive Cleaning and Hygiene Services for a period of thirty sixty (36) months to NSG premises from a supply, control, housekeeping and maintenance perspective. b) The successful bidder shall, at its own cost, maintain public liability insurance for its own staff against accident, injury, or death. c) Carry out frequent routine quality control visits, inspections and provide reports. d) The bidder must have at least five (5) years' experience in rendering a comprehensive cleaning and hygiene services. e) The bidder must supply the following: • All the required cleaning equipment. • All the required hygiene equipment; and • All beverage dispensing machine. f) The bidder must implement a continuous improvement programme/plan for services rendered to the NSG. Pass all cost savings resulting from this programme to the NSG. g) The bidder will keep onsite refill stock & consumables on NSG premises in order to ensure uninterrupted and continuous service; h) The bidder must be in compliance with Occupational Health and Safety Act requirements; and i) The bidder must deploy trained and competent employees (Management and staff) with relevant experience. j) The Bidder must be registered with the National Contract Cleaners Association (NCCA). A Valid certificate must accompany the Bid - see Erratum in footnote.

1.3.	**Description of services**
	1.3.1 Cleaning Services a) Window cleaning; b) Carpet cleaning; c) General cleaning-interiors; d) Targeted cleaning – ablutions, kitchens (including urns) and common areas; e) Hot and cold beverage coordination & Hot Beverage Machine; f) Supply countertop multi beverage dispenser machines and maintenance thereof. g) Supply and refill of beverage consumables, toilet paper & paper towels **1.3.2 Hygiene Services** a) Supply hygiene equipment and maintenance thereof; b) Supply and refill service consumables; and c) Removal of sanitary bins and proper (as per legislated regulations) disposal thereof. **1.3.3. Deep Cleaning Services** a) Clean and disinfect toilets, urinals, hand wash basins, sluices, and sinks; b) Clean and disinfect wall tiles daily; c) Remove bacteria, mould, and uric incrustation from all areas of basins and sinks; and d) Clean taps and plugs.

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

	e) Cleaning of carpets, chair & internal windows periodically.

1.3.1.1 Cleaning services

Service Area	Service Specification Level	Service Output	Standard
Cleaning of Windows	Ensure all windows and glass surfaces in the building are always kept clean. And deep cleaning of internal windows periodically	Windows and 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 windows and glass surfaces in the building are always kept clean. ***(QUARTERLY)***
General Cleaning - Carpets	Provide a carpet cleaning service including reactive cleaning in case of spillage, leakage or similar. Ensure all carpets in the building are always kept clean and free of stains.	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 always kept clean. **(MONTHLY)**
General Cleaning - Building 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 general cleaning service with frequencies and locations identified.
	Implement a programme of cleaning of car parking, and other exterior hard surfaces. Attend to any major spillage outside the building to contain and make safe until response by the Landlord.	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 car parking and other exterior hard surfaces.
General cleaning - Building interior	Provide a general cleaning (interior) service for all internal fabric to include, but not limited to the following: hard floors with variety of finishes, soft floors with a variety of finishes, entry matting, ceilings, walls (including skirting and ledges), furniture, all fixtures and fittings, ornaments and all other free-standing items, blinds, and other window coverings. All surfaces to be free from debris, dirt, marks, smears, or cleaning chemical and build up at all times.	Service provider to prepare and provide the NSG 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
Targeted cleaning - (Ablutions)	Provide a specialised cleaning service for ablution: 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,	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.

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

	complying with all legislative requirements.		
Targeted 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. c) Wash and pack all crockery (ceramic and plastic) and utensils.	Service Provider to prepare and provide a schedule for the cleaning of all items, with recommended frequencies. Personnel to be always available for the service as required.	No failure to comply with all health and safety legislation.
Hot and Cold beverage Service	Provide Hot beverage machine & provision of Hot and Cold beverage (Tea & Coffee) service for meetings a) Handle all tea and coffee, to ensure high standard of quality; b) Wash ALL crockery & cutlery on daily basis; c) Manage (supply & control groceries stock on a monthly basis; d) Ensure a hygienic regime for all catering equipment; e) Glasses and water jugs to be sterilised weekly; and f) Provision of tea coffee for meetings will be provided as per request by NSG staff. g) Ensure that multi beverage dispenser machines are stocked daily. h) Multi beverage dispenser machine cleaned daily.	Service Provider to provide service in accordance with the daily meeting bookings; and Personnel to be always available for the service as required.	No failure to always provide a professional and specialised events and bookings.

1.3.2.1 Hygiene Services

Service Area	Service Specification Level	Service Output	Standard
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 • Manage the waste disposal service in compliance with legislative requirements.	Service provider to always prepare and provide excellent and professional hygiene services with 30 minutes rotations.	• No failure to replenish consumables within the toilet facilities in manner and frequency which always ensures availability of consumables at the point of use; and • No failure to provide a waste disposal service for ablutions.
Requirements	• Equipment to be inspected regularly and to be safe, in good working order and appropriate for use. • Environmentally friendly chemicals to be used (MSDS available at all times); • Adequate staff, suitably trained are to be available at all times;		

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

	• Sufficient supervision. • Cleaning of all areas to be affected adequately and frequently; • Service provider should maintain a pool of approved staff - replacement in the event of absenteeism is required by 10h00 of that day; and • Service Provider to provide waste disposal certificate to ensure compliance.		
1.3.3.1 Deep cleaning services			
Service Area	**Service Specification Level**	**Service Output**	**Standards**
Deep cleaning services	Provide professional deep cleaning services in the following areas: a) Z. K. Matthews building, 70 Meintjies Street, Sunnyside, Tshwane, • Floor Carpets; • Kitchens • Chairs & Couches • Bathrooms; • High rise windows; and • Upholstery and curtains. b) OostEind School building, 70 Meintjies Street, Sunnyside, Tshwane • Floor Carpet (Gym); • Toilets and Ablutions; • Chairs • Upholstery; and • High rise windows.	Service Provider to prepare and provide excellent, professional deep cleaning services as per agreed schedule at all times with the required standard of service.	No failure to provide excellent and professional deep cleaning services.
Requirements	• Equipment to be inspected regularly and to be safe, in good working order and appropriate for use; • Environmentally friendly chemicals to be used (MSDS available at all times); • Adequate staff, suitably trained are to be available at all times; • Sufficient supervision; • Cleaning of all areas to be affected adequately and frequently; • Service provider should maintain a pool of approved staff - replacement in the event of absenteeism is required by 10h00 of that day; and • Service Provider to provide waste disposal certificate to ensure compliance. • Staff performing high rise cleaning to provide a safety file and method statement which must be submitted to the NSG; • Correct and certified equipment's and other related requirements for high rise cleaning to be satisfied; and • Service Provider to provide waste disposal certificate to ensure compliance.		

1.4. BUILDING SIZE		
BUILDING	**DETAILS**	**TOTAL ESTIMATED STAFF & VISITORS**
ZMK MATTHEWS BUILDING, 70 MEINTJIES	7000m² inclusive of parking bays.	500
OOSTEIND SCHOOL BUILDING, 70 MEINTJIES STREET	550m² Courtyard paving (including the outside entrance; parameters)	100

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

1.4.1. Bid full list

ZM MATTHEWS BUILDING										
Floors	Underground Parking	Kitchens	Unisex Ablution		Female Ablution		Male Ablution		Ablutions for Persons living with disabilities	
4	2	8	Toilets	2	Toilets	13	Toilets	9	Toilets	4
			Basins	2	Basins	14	Basins	11	Basins	4
			Showers	2	showers	1	Urinals	12		
							Showers	1		

OOSTEIND SCHOOL BUILDING									
Floors	Kitchens	Unisex Ablution		Female Ablution		Male Ablution		Ablutions for Persons living with disabilities	
1	1	Toilets	5	Toilets	1	Toilets	1	Toilets	1
		Basins	5	Basins	2	Basins	2	Basins	1
				Showers	2	Showers	2		

1.4.1.1. CLEANERS (**Annexure E**)
The following number of cleaners are required:

CATEGORY	QUANTITY
Full-time Site Manager	1
Full-time supervisors (1 day shift and 1 night shift)	2
General Cleaners	13 (7 day & 6 night)
Hot and Cold beverage coordinators	3
TOTAL	**19**

1.4.1.2. CLEANING EQUIPMENT (**Annexure F**)
All equipment needs to be of an acceptable quality standard - recognised within the facilities management industry as being durable in construction, reliable in service and SABS approved.

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

1	Industrial Floor Scrubber machine
1	Floor Buffing machine
7	Mopping trolleys
5	Window cleaning equipment's
22	Wet floor safety signs
5	Vacuum cleaners
11	Scoop and Brooms
11	Mops
7	Blue Buckets
7	Red Buckets
7	Multi-purpose green Buckets
1	High pressure water washer and hose pipes
76	Toilet Brushes (38 units)
5	Scrubbing Brushes
17	Condom Dispenser
11	Dust pans
11	Flexible Microfiber duster and wand
2	SABS approved Ladder (4m)
2	SABS Approved Ladder (2m)
1	Industrial Carpet Washer (permanently on site)
1	Industrial Wet and Dry vacuum
1	20m Extension cord per floor (5 floors)
1	Hydraulic ladder (for Deep Cleaning of internal windows)

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

Sufficient and separate gloves and other protective equipment for each area should be provided for the cleaning of the bathrooms & general areas (green) and kitchens (yellow). These should be replaced monthly or when the need arises.

We require proper cleaning cloths 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

1.4.1.3. BEVERAGE DISPENSER MACHINES (RENTAL BASIS)

ITEM NO	DESCRIPTION	QTY	LOCATION	REMARKS
1	Multi beverage dispenser machines	7	First , Second and Third floors	Installed , serviced, and maintained

1.4.1.4. HYGIENE EQUIPMENT'S (RENTAL EQUIPMENT INSTALLATION)

ZK MATTHEWS BUILDING								
ITEM NO	DESCRIPTION	QTY	LOCATION (Ground , First, Second and Third Floors)				FINISH	REMARKS
			Man's Toilets	Female Toilets	Toilets for Persons living with disabilities	Kitchen Area		Installed , serviced, and maintained
1	Hand paper Towel Dispenser	12	3(auto)	3(auto)	3(auto)	3	White	Installed , serviced, and maintained
2	Hand Soap Dispenser	12	3	3	3(auto)	3	White	Installed , serviced, and maintained
3	Toilet Seat Sanitizer Dispenser	18	6	9	3	-	White	Installed , serviced, and maintained
4	Auto flush Urinal Dispenser	9	9	-	-	-	White	Installed , serviced, and maintained
5	Oxygen-Pro White Air Freshener Dispenser	9	3	3	3	-	White	Installed , serviced, and maintained
6	Condom Dispenser	9	3	3	3	-	White	Installed , serviced, and maintained
7	S.H.E. packer Holder	12	-	9	3	-	White	Installed , serviced, and maintained
8	S.H.E. Bin	12	-	9	3		White	Installed , serviced, and maintained
9	Wall Bin	10	3	3	3	1	White	Installed , serviced, and maintained
10	Toilet Roll Holder	21	9	9	3	-	White	Installed , serviced, and maintained

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

ZK MATTHEWS BUILDING										
ITEM	DESCRIPTION	QTY	LOCATION (Second Floor)						FINISH	REMARKS
			Man's Toilets	Female Toilets	Toilets for disabled Persons	Kitchen Area	Deputy Ministers' Office	Principals' office		
1	Hand paper Towel Dispenser	6	1(auto)	1(auto)	1(auto)	2(auto)	1(auto)	1(auto)	Silver	Installed , serviced, and maintained
2	Hand Soap Dispenser	9	1(auto)	1(auto)	1(auto)	2(auto)	2(auto)	2(auto)	Silver	Installed , serviced, and maintained
3	Toilet Seat Sanitizer Dispenser	8	2	3	1	-	1	1	Silver	Installed , serviced, and maintained
4	Auto Urinal Dispenser	3	3	-	-	-	-	-	Silver	Installed , serviced, and maintained
5	Oxygen-Pro White Air Freshener Dispenser	5	1	1	1	-	1	1	Silver	Installed , serviced, and maintained
6	Condom Dispenser	3	1	1	1	-	-	-	Silver	Installed , serviced, and maintained
7	S.H.E. packer Holder	5	-	3	1	-	1	-	Silver	Installed , serviced, and maintained
8	S.H.E. Bin	5	-	3	1	-	1	-	Silver	Installed , serviced, and maintained
9	Wall Bin	6	1	1	1	1	1	1	Silver	Installed , serviced, and maintained
10	Toilet Roll Holder	8	2	3	1	-	1	1	Silver	Installed , serviced, and maintained

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

	ZK MATTHEWS BUILDING						
ITEM NO	DESCRIPTION	QTY	LOCATION (Upper Basement)			FINISH	REMARKS
			Man's Toilets	Female Toilets	Kitchen Area		
1	Hand paper Towel Dispenser	3	1	1	1	White	Installed , serviced, and maintained
2	Hand Soap Dispenser	2	1	1	1	White	Installed , serviced, and maintained
4	Toilet Seat Sanitizer Dispenser	2	1	1	-		Installed , serviced, and maintained
6	Oxygen-Pro White Air Freshener Dispenser	2	1	1	-		Installed , serviced, and maintained
7	Condom Dispenser	2	1	1	-	White	Installed , serviced, and maintained
8	S.H.E. packet Holder	1	-	1	-	White	Installed , serviced, and maintained
9	S.H.E. Bin	1	-	1	-	White	Installed , serviced, and maintained
10	Wall Bin	2	1	1	1	White	Installed , serviced, and maintained
11	Toilet Roll Holder	2	1	1	-	White	Installed , serviced, and maintained

WALK-OFF MATS

ITEM NO	DESCRIPTION	SIZE	LOCATION	QTY	FINISH	REMARKS
12	Walk-off mats - Natural fibre	1.3m x 2.0m	Lower basement	3	Grey	Installed , serviced, and maintained
			Upper basement	3	Grey	Installed , serviced, and maintained
			Ground floor	2	Grey	Installed , serviced, and maintained
			TOTAL	8		

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

OOSTEIND SCHOOL BUILDING								
ITEM	DESCRIPTION	QTY	LOCATION				FINISH	REMARKS
			GYM		DINING HALL			
			Man's Toilets	Female Toilets	Unisex Toilets	Toilet for Persons living with Disability		
1	Hand paper Towel Dispenser	5	1	1	2	1	White	Installed , serviced, and maintained
2	Hand Soap Dispenser	10	3	3	3	1(auto)	White	Installed , serviced, and maintained
3	Toilet Seat Sanitizer Dispenser	8	1	1	5	1	White	Installed , serviced, and maintained
4	Auto Urinal Dispenser	2	2	-	-		White	Installed , serviced, and maintained
5	Oxygen-Pro White Air Freshener Dispenser	4	1	1	1	1	White	Installed , serviced, and maintained
6	Condom Dispenser	4	1	1	1	1	White	Installed , serviced, and maintained
7	S.H.E. packet Holder	7	-	1	5	1	White	Installed , serviced, and maintained
8	S.H.E. Bin	7	-	1	5	1	White	Installed , serviced, and maintained
9	Wall Bin	5	1	1	2	1	White	All cleaning companies must be registered at NCCA.
10	Toilet Roll Holder	8	1	1	5	1	White	All cleaning companies must be registered at NCCA.

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

1.4.2. Service list- Bill of Quantities (Consumables)

ITEM	DESCRIPTION	QTY	FREQUENCY
1	Paper towel mystic roll	7	Monthly
2	Toilet paper 1 ply 48 rolls per pack	30 x 48	Monthly
3	Toilet paper 2ply 48 rolls per roll	2 x 48	Monthly
4	Air freshener	18	Monthly
5	Auto sanitiser dispenser	28	Monthly
6	Paper towel 1 ply 6 per pack rolls	30 X 6	Monthly
7	Foam (Hand) soap	130	Monthly
8	Shower (Gel) soap	20	Monthly
9	Urinal fresh screen	14	Monthly
10	She bins	13	Monthly
11	Seat sanitisers	140	Monthly

1.4.3. Service list- bill of Quantities (Blinds)

Area	m^2	Frequency
Deputy Minister	19.27	Monthly
Principal's Office	19.27	Monthly
Principal's Second Floor boardroom	8.93	Monthly
Second floor big board room	45.60	Monthly
All other floors including DDG's Offices		Monthly

1.4.4. Service list- bill of Quantities (Establishment/Overheads))

Total number of cleaners required	**19**

DEEP CLEANING AND HYGEINE SERVICE- PER UNIT IN THE BATHROOMS & KITCHENS

ZM MATTHEWS BUILDING										
Floors	Underground parking	Kitchens	Unisex Ablution		Female Ablution		Male Ablution		Ablutions for Persons living with disabilities	
4	2	8	Toilets	2	Toilets	13	Toilets	9	Toilets	4
			Basins	2	Basins	14	Basins	11	Basins	4
			showers	2	showers	1	Urinals	12		
							showers	1		

OOSTEIND SCHOOL BUILDING									
Floors	Kitchens	Unisex Ablution		Female Ablution		Male Ablution		Ablutions for Persons living with disabilities	
1	1	Toilets	5	Toilets	1	Toilets	1	Toilets	1
		Basins	5	Basins	2	Basins	11	Basins	1
				showers	2	showers	2		

2. CLEANING SERVICE SPECIFICATIONS

Area	Service Specifications
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 store items in storerooms should be dusted on request, or at least once a week.
Blinds	a) Blinds should be cleaned monthly.
Doors	a) Remove all dirty on spots on all doors– daily.

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

Area	Service Specifications
	b) Polish door handles with 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.
Office glass partitioning	a) Remove all dirty spots on all glass partitioning-daily; and b) Wash all glass partitions (inside and outside) with a degreasing agent and equipment that will not scratch the surface, as required- weekly or on request.
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 come off on anything it comes into contact with after applying it- weekly; b) Remove all dirty spots from desks and other furniture such as, bookcases, empty shelves in a proper way- daily; c) Damp-Wash art and furniture covered in leather or imitation leather- daily; d) Treat upholstered or leather covered parts of furniture with an approved agent- monthly; e) Vacuum those parts of furniture covered with fabric – weekly; f) Wipe telephones with a damp cloth using suitable diluted disinfectant- daily; and g) All upholstered furniture e.g. chairs, couches to be shampooed and washed with an approved SABS products- twice a year.
Stairs and Balustrades	a) Wipe banisters with a damp cloth- daily b) Balustrades to be polished with SABS approved metal polish- weekly ; and c) Emergency staircases must be cleaned and kept free of obstructions – weekly.
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 hours; and Wash floors with an appropriate disinfectant- daily
Vinyl floors	a) The 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	a) Sweep and remove all dirty marks- daily; b) Polish with a SABS approved non-slip polish, should be done after the floor has been wiped with a damp mop; and c) 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) HighTraffic,e.g.passagesways-dailyOfficesandConference 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 through 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 damped only. Occupants should be requested not to walk on the damp carpets, if possible; and f) Carpets must be washed once a month after-hours
Parking Areas	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; and d) Wash parking area as and when required with industrial floor scrubber, after-hours or weekend at whatever period agreed on.
Storeroom	a) Storerooms must be cleaned on a weekly basis;
Rubbish Removal	a) Empty all waste bins in office, kitchen, bathrooms and general areas in the

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

Area	Service Specifications
	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 bin liners. e) The contents of waste bins and other office rubbish should be removed neatly in bags and deposited to the collecting points of rubbish bins provided for this purpose; f) Rubbish bags may not be dragged across floors or carpet tiles as the floors may be damaged; g) The service provider will be responsible for sorting wastepaper for rendering to wastepaper dealers. The manner of disposal should be indicated - and be done daily; and h) 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.
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 a SABS approved disinfectant- twice a day; d) A 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.
	The following tasks will be expected from the Hot and Cold beverage Coordinators: a) Wash all crockery and maintain proper stock control on a daily basis; b) Manage catering requirements for clients; c) Maintain a clean and healthy catering environment. d) Ensure a hygienic regime for all catering equipment ; and e) Glasses and water bottles must be cleaned and replenished daily. Sterilise water jugs weekly
Cleaning Time	a) The servicing times will occur daily during normal office hours (07h00-17h00) and After hours during the week- Night shift (20h00-5h00) b) Parking area normal servicing time will occur on weekends.
Windows	a) Windows must be washed inside quarterly or as and when required; b) The service provider must provide relevant machinery (tools) when cleaning the windows; and c) The service provider to provider safety files for cleaning high access windows.
Security	a) All contractors' employees placed on-site must undergo security screening and therefore provide of identity documents (ID); and

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

Area	Service Specifications
	b) All contractors" employees on-site must adhere to all applicable NSG regulations.
Fire Extinguishers	The service provider and his/her employees shall under no circumstances make use of fire hose reels or other fire extinguishers on-site 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 the NSG 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, where in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the NSG against the service provider.
Compliance with Acts and Regulations	The service provider must comply with all the acts and regulations application to cleaning services.
Training	a) 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 b) The service provider 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, replacement by a security screened employee is required by 10h00 of that day. The service provider should maintain a pool of approved temporary staff.

3. SERVICE LEVEL SPECIFICATION AND PENALTIES

a) All services contemplated herein shall only be applied to the areas as reflected in the above Site List.

b) NSG Facilities Management shall provide the contractor with a minimum of 2 working days advanced warning on any related service changes requested.

c) 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.

d) Performance Measurement process will be incorporated into the Service Level Agreement to be signed after the successful bidder has been appointed.

3.1. Priority Definitions

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

3.2. Penalties

Service Level	Consequence
95% to 100%	None (service level met)
90% to 94.9%	None (service below par, subject to monthly review)
80% to 89.9%	1% total invoice reduction

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

70% to 79.9%	5% total invoice reduction
60% to 69.9%	20% total invoice reduction
50% to 59.9%	50% total invoice reduction
Less 50%	100% total invoice reduction and breach of contract

3.3 Service Levels

Service Element	Performance Standards	Priority Level	Target
Provide a comprehensive Hygiene and Cleaning services, complying with all the relevant legislative requirements as well as all relevant NSG policies, that the buildings are kept occupationally safe, healthy, and provide a conducive working environment.	No failure to comply with legislation and NSG policies with regard to providing a comprehensive service.	2	100%
Adhere and review, if necessary, the schedule and operational methodology for the service that will be operated in line with industrial best practice.	No failure to provide schedule and methodology	3	100%
Manage the waste disposal services for all waste to be in compliance with legislative requirements.	No failure to provide a waste disposal service for ablutions.	1	100%
Place on site a management file containing amongst others, company details and other requirements in accordance with OHSA regulations.	No failure to provide a detailed site management file.	3	100%
Provide a comprehensive Hygiene and Cleaning programme.	No failure to provide a comprehensive Hygiene and Cleaning programme.	2	100%
Provide a rapid response to spillages and mechanisms of dealing with "body fluids" in any given situation.	No failure to provide rapid and comprehensive service to situations that includes and not limited to spillages and clearing of human body fluids within an hour of notification.	2	100%
Manage all aspects of the provision of hygiene services and provide a constant supply of consumables within the toilet facilities.	No failure to replenish consumables within the toilet facilities in manner and frequency which always ensures the availability of consumables at the point of use.	1	100%
Manage the waste disposal to be in compliance with legislative requirements	No failure to provide a waste disposal services	1	100%
Use only environmentally friendly chemicals that have no secondary effect on the environment.	No failure to use only environmentally friendly chemicals.	3	100%

4. DETAILED REQUIREMENTS

ITEM NO	DESCRIPTION
4.1.	**Supervision OF Emergency Assistance**

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

ITEM NO	DESCRIPTION
	• The bidder must have a well establish and equipped twenty-four (24) hour contact service for emergency requirement; and • The bidder must furnish details of equipment, etc. **NB: The NSG holds the right to inspect such equipment at any point during the contract.**
	The bidder must have a Site Manager who is reachable on a twenty-four (24) hours basis.
4.2.	**Minimum wages**
	It is expected that the bidder shall pay his/her employees at least the minimum monthly basic wage, as prescribed by the Labour Relations Act, 1995 (Act No. 66 of 1995). The wages must be in line with the promulgation by the Minister of Labour.
4.3.	**Assumption of duty**
	Bidders shall be expected to assume duty within four (4) weeks after the acceptance of the tender.
4.4.	**Price escalation fees**
	Escalation fees be affected on every anniversary and in accordance with the CPI rate.
4.5.	**Provision of personnel in emergency situations**
	Bidders must undertake to provide a reasonable number of personnel required for the rendering of service at the site during emergency situations.
4.6.	**Comprehensive hygiene and cleaning services**
	a) The quality of the service to be rendered must be in accordance with the acceptable standard of the trade concerned; b) It is the responsibility of the contractor to ensure that personnel in his/her service and especially those deployed at the NSG meet the requirements at all times; and c) All possible steps shall be taken by the contractor to ensure that the contract, intended execution of this agreement will take place. These steps include, inter alia, the following: • The protection of state officials from injury, death, or any other offences, including offences referred to in all Schedules of the Criminal Procedure Act, 1977 (Act 51 of 1977); • The protection of state property at the intended sites and the protection of said property against damage, vandalism, or theft; • The protection of Information; and • Ensure that there is no interruption of the NSG business process.
4.7.	**Service personnel**
	a) The NSG holds the right to screen and interview the Cleaning and Hygiene Services Personnel supplied to render the service within seven (7) days after commencement of the service and verbally request an immediate replacement should the personnel not meet the criteria or perform to the accepted standard; and b) The bidder must submit a recent South African Service Police Service Criminal Record Centre record clearance certificate (at his/her own expenses) to the NSG , in respect of all personnel he/she supplies to render the service, within thirty (30) days after the commencement of the service.
4.8.	**Security Screening, Oath of secrecy and Vetting**
	a) Directors of the company shall be subjected to a security vetting upon commencement of the contract. b) All the personnel, general personnel and management involved with the NSG shall at the commencement of this contract be security screened the State Security Agency (SSA). c) All personnel of the company including directors shall sign a "Declaration of Secrecy" upon commencement of the contract. d) The Site manager, supervisors and Cleaning and Hygiene Services Personnel are prohibited from reading documents or records in the offices or handling thereof; and e) No information concerning the state's activities may be furnished to the public or media by the contractor or any of his/her employees.
4.9.	**General requirements for cleaning and hygiene personnel**
	The following general requirement apply: a) At all times Cleaning and Hygiene Services Personnel must present an acceptable image and appearance which includes amongst others, grooming and other requirements; and b) The Site Manager, Supervisors and Cleaning and Hygiene Services Personnel must at all times be present a dedicated attitude.
4.10.	**Uniform, Identification, and documents**

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

ITEM NO	DESCRIPTION
	a) The contractor shall ensure that, at commencement of the contract, all Cleaning and Hygiene Services Personnel are and deployed in complete uniform. The uniform for the Cleaning and Hygiene Services Personnel shall be according to the industry standard. Non-compliant personnel will be denied access to the NSG premises. b) Bidders must keep proper site files as well as appropriate documents of all personnel, who are employed for rendering the service to the NSG. These documents must be available for inspection by the representatives of the NSG; and c) The appropriate documents shall include, inter alia, the following: academic qualifications, training certificates, and medical records certificates.
4.11.	**Contact with Departmental Representative**
	The contractor shall furnish a monthly and quarterly report of the cleaning services and, problems etc., which transpired in the previous month to the NSG.
4.12.	**Inspections**
	a) A thorough inspection of the service shall be performed by Departmental officials as well as the contractor every three (3) months or as and when required by the NSG; b) The Department retains the right to inspect the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification; and c) The Department retains the right to require from the contractor, that any of his/her employees be replaced, should justifiable reasons exist, in which case the employee must leave the site forthwith. The Department will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.
4.13.	**General**
	a) The contractor' personnel must at all times refrain from littering and keep the grounds/building/work area occupied by them clean, hygienic, and neat; b) Under no circumstances will any Service personnel be allowed to trade on the premises. c) The contractor shall not erect or display any sign, printed matter, painting, name plates, advertisement and article or object of any nature whatsoever, in or to the Department's buildings or any part thereof without written consent. The contractor shall not publicly display at any site any article or object which might be regarded as objectionable or undesirable; and d) Any sign, printed matter, painting, name plates, advertisements, article, or object displayed without written consent or which is regarded as objectionable or undesirable will immediately be removed. The contractor shall be held responsible for the costs of such removal.
4.14.	**Additional requirements**
	a) The contract is for a period of three (3) years subject to annual reviews and the NSG reserves the right to terminate the contract at any state with one (1) month's written notice if NSG feels that the services are rendered unsatisfactorily. This will be done in line with National Treasury Regulations.

4.15. Pass –Through Costs (Fixed sub-contractor fees)

Pass-through cost may be incurred by the service provider and claimed at cost inclusive of VAT from the NSG.

4.16. Variable Costs (Incidental cost incurred at the NSG's request)

- Variable cost may be incurred by service provider after approval by the NSG delegated official.

Erratum on 1.2.4.1.j – bidders need to have membership registrations with a recognised Cleaning Association.

- The Service Provider shall provide a single point of contact for account management purposes. The account manager shall have delegated authority to make all reasonable decisions on behalf of the Service Provider with relation to this contract.

4.17.1 Approval

- Terms of Reference to render comprehensive cleaning and hygiene services to the National School of Government (NSG) 70 Munities Street, Sunnyside, Tshwane. for a period of three (3) years approved.

Professor Busani Ngcaweni
Principal
Date: 15|01|2024

SPECIAL CONDITIONS OF CONTRACT

Provision of a Comprehensive Cleaning and Hygiene Services to the National School of Government (NSG), 70 Meintjies Street, Sunnyside, Tshwane, for a period of thirty-six (36) months

NSG/BID/01/2024/2025

CLOSING DATE AND TIME OF BID: 16 August 2024 at 11:00

BID VALIDITY PERIOD: 120 DAYS

NATIONAL SCHOOL OF GOVERNMENT

Table of Contents

LIST OF ABBREVIATIONS

BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
CSD	Central Supplier Database
NSG	National School of Government
PPPFA	Preferential Procurement Policy Framework Act
PPR	Preferential Procurement Regulations 2022
SA	South Africa
SARS	South African Revenue Service
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
VAT	Value Added Tax

RETURNABLE DOCUMENTS

Table 1: Returnable Bid Document Checklist and Submission format (Annexure A)

#	Document Name	Included in the published bid document?	To be returned by bidder
LEGISLATIVE REQUIREMENTS DOCUMENTS			
1	SBD 1 Invitation to bid	Yes	Yes
2.	SBD 3.3 – Pricing	Yes	Yes
2	SBD 4 Declaration of Interest	Yes	Yes
3	SBD 6.1 Preference Points Claim Form	Yes	Yes
PHASE I: MANDATORY REQUIREMENTS			
4	Legislative Requirements Documents	Yes	Yes
PHASE II: TECHNICAL REQUIREMENTS EVALUATION – DESKTOP EVALUATION			
5	Documentation and evidence as per the Terms of Reference	No	Yes
PHASE III: PRICE AND SPECIFIC GOALS (Annexure B)			
7	Pricing Schedule	Yes	Yes

#NB 1: All the prospective bidders are required to return these documents as per above sequence.

#NB 2: The above table for returnable documents is a guide only on how and which documents must be submitted.

#NB 3: It is the responsibility of the bidder to ensure that they read each paragraph in the Special Conditions of Contract and Bid to determine all documents required and templates must be completed and submitted accordingly.

1. LEGISLATIVE AND REGULATORY FRAMEWORK

1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 Regulations. The Special Conditions of Contract (SCC) are supplementary to that of General Conditions of Contract. However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

1.2 **Standard Bidding Documents**

The following standard bidding documents must be submitted with the bid at the closing date and time of bid.

- SBD 1 – Invitation to bid
- SBD 3.3 – Pricing
- SBD 4 – Declaration of interest
- SBD 6.1 – Preference Points Claimed

1.3 **Tax Compliance Requirement**

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

1.3.2 The Tax Compliance status requirements are also applicable to potential foreign bidders / individuals who wish to submit bids.

1.3.3 It is a requirement that bidders grant a written confirmation when submitting this bid response that SARS may on an on-going basis during the tenure of the transversal contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

1.3.4 Bidders are required to be registered on the Central Supplier Database (CSD) and NSG shall verify the bidder's tax compliance status through the CSD or through SARS.

1.3.5 Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or through SARS.

2. SPECIFICATIONS AND SCOPE OF WORK

2.1 REFER TO ALL ANNEXURES

- Annexure A – Returnable Bid Document Checklist and Submission Format
- Annexure B – Pricing Schedule (to be submitted in a separate envelope)
- Annexure C – Evaluation Criteria
- Annexure D – Summery of Past Experience
- Annexure E – Detail Proposed Team
- Annexure F – Detail List of Equipment

SECTION A

CONDITIONS OF BID

3. PART 1: EVALUATION CRITERIA

The bid shall be evaluated in three (3) phases as per the table below:

Table 2: Evaluation Criteria

PHASE I	PHASE II	PHASE III
Compliance with mandatory and other standard bidding documents	**Technical Evaluation Desktop Evaluation**	**Price and Preference Points**
Compliance with mandatory and other bid requirements	Documentation and evidence as per TOR evaluation criteria	Bids evaluated in terms of the 80/20 preference system

3.1 PHASE I: MANDATORY BID REQUIREMENTS

3.1.1 Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. Bidders who fail to comply with any of the mandatory criteria will be disqualified.

SBD 1 – Invitation to bid.

SBD 3.3 – Pricing + Annexure on Price Structure

SBD 4 - Declaration of interest

SBD 6.1 (Complete and signed the document, non-submission will lead to a zero (0) on Preference Points

Other Mandatory requirements - Documents that must be submitted in Phase I	
Service Provider Profile	The bidder **MUST** submit a company profile that includes but not limited to the following: • Overview of the company; • A clear Description of the services rendered; • A risk mitigation strategy to ensure continued service delivery; and • Physical Address (or National Footprint of the company where applicable.

Company Financial Statements	The bidder shall submit a copy of the bidder's latest available reviewed or audited financial statements, alternatively submit a confirmation from the bidder's auditors that the bidder is a going concern, with the bid documents at the closing date and time of the bid
Shareholding Portfolio	The bidder **MUST** submit valid proof of registration of the company with CIPRO/CIPC with the bid documents at the closing date and time of the bid. If by law registration with CIPRO/CIPC is not required, proof of ownership/shareholding must be provided.
Proof of Unemployment Insurance Fund (UIF) Compliance	Bidders **MUST** submit a valid, certified and current letter of good standing with the Unemployment Insurance Fund at the closing date and time of the bid.
Proof of Compensation Fund (CF) Compliance	Bidders **MUST** submit a valid, certified and current letter of good standing with the Compensation Fund at the closing date and time of the bid.
Proof of registration with recognised Cleaning Association	The Bidder must be registered have membership with a recognised Cleaning Association . A Valid certificate must accompany the Bid
Registration on Central Supplier Database (CSD)	The bidder must be registered as a service provider on the CSD. If the bidder is not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration. In the event where a bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence
Pricing Submission – (**Annexure B**)	Complete and sign – to be submitted in a separate sealed envelope.

3.2 PHASE II EVALUATION: TECHNICAL EVALUATION: DESKTOP EVALUATION (ANNEXURE C)

Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this evaluation phase, bidder's responses will be evaluated based on the documents submitted under mandatory requirements. Bidders who fail to comply with any of the mandatory criteria will be disqualified.

3.2.1 The Bid Evaluation Committee will evaluate in terms of technical requirements and a bidder who scores a minimum of 70% will be evaluated further.

3.3 PHASE III: PRICE AND PREFERENCE POINTS(80/20 CRITERIA)

3.3.1 Value Added Tax

All bid prices must be inclusive of fifteen percent (15%) Value Added Tax. Failure to comply with this condition may invalidate the bid.

3.3.2 **Pricing Structure**

3.3.2.1 The Pricing Schedule (see **Annexure B** attached) must be included in the bid document and submitted at the closing date and time of bid.

3.3.2.2 The pricing schedule provided in this bid, forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof.

3.3.3 **Preferential Point System**

3.3.3.1 In terms 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 system in terms of which points are awarded to bidders based on:

i. The bid price (Maximum of 80 points)
ii. Points awarded for specific goals (maximum 20 points)

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

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

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

3.3.3.3 A maximum of 20 points may be allocated to a bidder for specific goals indicated in the bid in accordance with the table below:

Table 3: Preference Point System

GOAL	Points out of 20 (80/20)
(HDI/Black Owned)	Max = 8 Points
100% Black Owned 75% - 99% black owned 60% - 74% Back owned 51% - 59% Black owned 0 – 50% Black Owned	8 Points 6 Points 4 Points 2 Points 0 Point
Black Women Owned	Max = 5 Points
100% Black Owned	5 Points

75% - 99% black owned 60% - 74% Back owned 51% - 59% Black owned 0 – 50% Black Owned	4 Points 3 Points 2 Points 0 Point
Black Youth	Max = 4 Points
100% Black Owned 75% - 99% black owned 60% - 74% Back owned 51% - 59% Black owned 0 – 50% Black Owned	4 Points 3 Points 2 Points 1 Point 0 Point
Black People with Disability	Max = 3 Points
100% Black Owned with disability. 75% - 99% black owned with disability. 60% - 74% Back owned with disability. 51% - 59% Black owned with disability. 0 – 50% Black Owned with disability	3 Point 2 Points 1 Point 1 Point 0 Point

3.3.3.4 Bidders are required to complete the preference claim form SBD 6.1 and submit valid proof of the CIPC Certificate and copies of IDs at the closing date and time of the bid in order to claim the points for specific goals indicated.

3.3.3.5 The points scored by a bidder in respect of the specific goals will be added to the points scored for price.

3.3.3.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a **valid CIPC certificate and copies of IDs** will be considered for preference points.

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

3.3.3.8 The points scored will be rounded off to the nearest two (2) decimals.

3.3.3.9 In the event that two (2) or more bids have scored equal total points, the award will be to the bidder scoring the highest number of preference points for specific goals.

3.3.3.10 Should two (2) or more bids be equal in all respects, the award shall be decided by the drawing of lots.

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

4. RECOMMENDATION AND APPOINTMENT OF BIDDERS

4.1 The Bid Evaluation Committee will recommend a preferred responsive bidder based on the evaluation criteria stipulated above.

4.2 The award of the Contract is subject to meeting all the requirements of the bid.

1. PART 2: ADDITIONAL BID REQUIREMENT

1.1 Introduction

All bidders must comply with the requirements below as well as submit all required documents referred below. Unless the requirements specifically provide for mandatory compliance, the National School of Government reserves the right to disqualify a bid that does not comply with any of the requirements.

2. TERMS AND CONDITIONS

2.1 Third Party Agreements and Subcontractor Agreements

2.1.1 No Agreement between the bidder and any third party will be binding to the State.

2.1.2 The bidder must declare as required in terms if SBD 6.1 its intention to subcontract voluntarily and the percentage of subcontracting thereof and must provide full description of subcontractor.

3. SUPPLIER DUE DILIGENCE

3.1 The State reserves the right to conduct supplier due diligence during bid evaluation, prior to final award or at any time during the contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof and the contract may be terminated.

3.2 The Department also reserves the right to request presentation and/ or verification of services/ hardware rendered/ provided where it deems appropriate.

4. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

5. FRONTING

5.1 The NSG supports the spirit of broad based black economic 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 NSG does not support any form of fronting.

5.2 The NSG, 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 this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the DTI, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so by the bidder within a period of fourteen (14) days from date of notification by NSG may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the NT may have against the bidder concerned.

6. RIGHT OF AWARD

The State reserves its following rights:

- To award the bid in part or in full.
- Not to make any award in this bid.
- Award the bid to more than one (1) bidder for the same item.
- Request further technical information from any bidder after the closing date.
- Verify information and documentation of the service provider.
- Not to accept any of the bids submitted.
- To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award; and
- In the event that an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

7. NEGOTIATION

The State reserves the right to negotiate with the preferred bidders in line with the legislative requirements.

8. SUBMISSION OF BIDS

8.1 Bidders must respond to the bid as follows:

8.2 Bidders **MUST** be submitted at the National School of Government, 70 Meintjies Street (walk-in) or 20 Greeff Street (visitor parking) , Trevenna, Sunnyside , Deposit the bid in the tender box at the reception.

8.2.1 **Bidders need to submit 1 x printed hard copy and 1 (one) x USB containing a pdf version of the hard copy saved on the USB.**

8.2.2 **Pricing proposals 1 x original copy and 1 x USB with a pdf version of the hard copy must be submitted in a separate envelope, if price submissions together with the SBD 3.3 are not submitted the proposal will be disregarded.**

8.2.3 Bidders must ensure that the bid is be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly visible.

8.2.4 **#NB:** Bid document are required to be submitted in the order as indicated on Table 1 and **Annexure A** – Returnable Documents Check list

9. LATE BIDS

Bids received after the closing date and time, will NOT be accepted for consideration and where practicable, be returned unopened to the bidder.

10. COMMUNICATION AND CONFIDENTIALITY

10.1 The Supply Chain Management Unit within the Office of the Chief Financial Officer (CFO) may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

10.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NSG (other than minor clerical matters), the bidder must promptly notify the NSG in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the NSG an opportunity to consider what corrective action is necessary (if any).

10.3 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NSG will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.

10.4 All communication between the bidder and the National School of Government must be done in writing.

11. CONTACT DETAILS

11.1 **General**

National School of Government,
Office of the Chief Financial Officer
Supply Chain Management Unit,
70 Meintjies Street,
Trevenna,
Sunnyside
0001

11.2 **Bid Enquiries**

All enquiries should be in writing to :

Annetha.debeer@thensg.gov.za / Nkhensani.Nkuna@thensg.gov.za

11.3 **Technical Enquiries**

All enquiries should be in writing to Nhlanhla.mabaso@thensg.gov.za

SECTION B:

CONDITIONS OF CONTRACT

12. CONCLUSION OF CONTRACT

12.1 The Contract between National School of Government and the preferred bidder/s (Service Provider) collectively referred to as the Parties shall come into effect after the service provider has been issued with an unconditional letter of acceptance to their bid.

12.2 The Service Provider (s) shall be appointed in terms of this bid.

12.3 In the event that there is any contradiction between the abovementioned documents, the special conditions of contract shall take precedent. For purpose of Section B, the term "service provider "shall refer to the preferred bidder appointed in terms of the contract.

13. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

13.1 **Supplier Performance Management**

13.1.1 Supplier performance management will be the responsibility of the Project Leader and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, NSG Legal services and/or NSG SCM must be contacted for corrective actions. .

14. SECURITY AND CONFIDENTIALITY INFORMATION

14.1 The Supplier will regard all information which he/she obtains or is entrusted with concerning the NSG whilst executing the contract, as confidential, secret or top secret.

14.2 The Supplier, his/her employees, sub-contractors, or agents may not make any such information obtained or entrusted with to any other person or to the media.

15. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS

15.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the NSG in writing 90 days prior to such event of relevant details.

15.2 NSG reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract

15.3 A contracted supplier must inform the NSG within 7 days of any changes of address, name, contact or banking details.

16. REGISTRATION ON DATABASES OF PARTICIPATING AUTHORITIES

16.1 Awarded bidder must ensure continuous compliance with all statutory requirements which may affect their complying status on Central Supplier Database managed by National Treasury.

17. TERMINATION

17.1 The State shall be entitled to terminate this agreement if one or more of the following occur: –

- The service provider decides to transfer the contract or cede the contract;
- The service provider does not honour contractual obligations including submission of information;
- The service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract;
- The service provider enters into settlement arrangements with their creditors;
- The service provider commits an act of insolvency;
- In the event that the service provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.
- There is a change in ownership of the service provider that has the effect that over 50% ownership of the service provider belongs to the new owner without prior written approval of the State.
- Overall poor performance rating during the contract period

THE END

DOCUMENT SUBMISSION FORMAT AND CHECKLIST:

#	Document Name	Bidder submitted: Yes / No
	A. LEGISLATIVE REQUIREMENTS DOCUMENTS	
1.	SBD 1 Invitation to bid	
2.	SBD 4 Declaration of Interest	
3.	SBD 6.1 Preference Points Claim Form	
4.	Letter stating person who are responsible for signing documentation (from supplier)	
	B. MANDATORY REQUIREMENTS	
Mandatory Requirements Documents:		
1.	Company Financial Statements	
2.	Shareholding Portfolio	
3.	Valid Unemployment Insurance Fund (UIF) Compliance Certificate	
4.	Valid Compensation Fund (CF) Compliance Certificate	
5.	Valid membership certificate with a recognised Cleaning Association.	
6.	Central Supplier Database (CSD) Report	
	C. TECHNICAL REQUIREMENTS	
Documentation and evidence as per the Terms of Reference:		
1.	Company profile that includes but not limited to the following:	
a)	Overview of Company	
b)	A clear Description of the services rendered	
c)	A risk mitigation strategy to ensure continued service delivery	
d)	Physical Address (or National Footprint of the company where applicable	
2.	Service Proposal	
a)	How services described in the ToR will be executed, monitored, and controlled	
3.	Company Experience:	
a)	Contractable references	
b)	Reference Letters	
4.	Resources and Capacity	
a)	Proof of capacity: Staff	
b)	Proof of capacity: Equipment	
	D. PRICING SUBMISSION (separate envelope)	
1	SBD 3.3	
2.	Price offering	

ANNEXURE B

. PRICING SCHEDULE

APPOINTMENT OF A SERVICE PROVIDER TO RENDER COMPREHENSIVE CLEANING AND HYGIENE SERVICES FOR THE NATIONAL SCHOOL OF GOVERNMENT BUILDINGS FOR A PERIOD OF THREE (3) YEARS.

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

(A) EQUIPMENT INSTALLATIONS AND MAINTENANCE

SECTION	DESCRIPTION	MONTHLY	COST PER YEAR 1	COST PER YEAR 2	COST PER YEAR 3
ZK MATTHEWS BUILDING, 70 MEINTJIES STREET, SUNNYSIDE PRETORIA & OOESEINDSCHOOL BUILDINGS	Rental for SHE bin	R	R	R	R
	Rental for Condom dispenser	R	R	R	R
	Rental for Coffee Machines	R	R	R	R
	Rental for Soap Dispenser	R	R	R	R
	Rental for Other	R	R	R	R
SUB-TOTAL			**R**	**R**	**R**

(B) CONSUMABLES

SECTION	DESCRIPTION	MONTHLY	COST PER YEAR 1	COST PER YEAR 2	COST PER YEAR 3
ZK MATTHEWS BUILDING, 70 MEINTJIES STREET, SUNNYSIDE PRETORIA & OOESEINDSCHOOL BUILDINGS	Supply of consumables	R	R	R	R
SUB-TOTAL			**R**	**R**	**R**

(C) BLINDS CLEANING AND UPKEEP

SECTION	DESCRIPTION	MONTHLY	COST PER YEAR 1	COST PER YEAR 2	COST PER YEAR 3
ZK MATTHEWS BUILDING, 70 MEINTJIES STREET, SUNNYSIDE PRETORIA & OOESEINDSCHOOL BUILDINGS	Blinds Cleaning and upkeep (Executive offices and board rooms)	R	R	R	R
SUB-TOTAL			**R**	**R**	**R**

(D) HIGH ACCESS (INTERNAL) WINDOW WASHING AND UPKEEP

SECTION	DESCRIPTION	MONTHLY	COST PER YEAR 1	COST PER YEAR 2	COST PER YEAR 3
ZK MATTHEWS BUILDING, 70 MEINTJIES STREET, SUNNYSIDE PRETORIA & OOESEINDSCHOOL BUILDINGS	Triple foyer, dining hall and gym	R	R		
SUB-TOTAL			**R**	**R**	**R**

(E) DEEP CLEANING (CARPETS & CHAIRS)

SECTION	DESCRIPTION	MONTHLY	COST PER YEAR 1	COST PER YEAR 2	COST PER YEAR 3
ZK MATTHEWS BUILDING, 70 MEINTJIES STREET, SUNNYSIDE PRETORIA & OOESEINDSCHOOL BUILDINGS	Offices, boardrooms, training rooms & common areas	R	R		
SUB-TOTAL			**R**	**R**	**R**

(F) CLEANING SERVICES (CHEMICALS, EQUIPMENT & MATERIALS, ETC)

SECTION	DESCRIPTION	MONTHLY	COST PER YEAR 1	COST PER YEAR 2	COST PER YEAR 3
ZK MATTHEWS BUILDING	7000m²	R	R	R	R
& OOESEINDSCHOOL BUILDINGS	550m²	R	R	R	R
SUB-TOTAL			**R**	**R**	**R**

(G) OVERHEAD COSTS

SECTION	DESCRIPTION	MONTHLY	COST PER YEAR 1	COST PER YEAR 2	COST PER YEAR 3
ZK MATTHEWS BUILDING, 70 MEINTJIES STREET, SUNNYSIDE PRETORIA & OOESEINDSCHOOL BUILDINGS	Supply of work force (staff)	R	R	R	R
SUB-TOTAL			**R**	**R**	**R**

SUMMARY OF COSTS

SECTION	DESCRIPTION	COST PER YEAR 1	COST PER YEAR 2	COST PER YEAR 3
(A)	Equipment Installations and Maintenance	R	R	R
(B)	Consumables	R	R	R
(C)	Blinds Cleaning and upkeep	R	R	R
(D)	Window Washing and Upkeep	R	R	R
(E)	Deep Cleaning (Carpets & Chairs)	R	R	R
(F)	Cleaning Services (Equipment's Materials, etc.)	R	R	R
(G)	Overhead Costs	R	R	R
GRAND TOTAL		**R**	**R**	**R**

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

1. The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.
2. Period required for the commencement of the project after acceptance of the bid
3. Are the rates quoted firm for the full period? Yes/No
4. If not for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index (CPI).

Total cost of the assignment (R inclusive of VAT) **R --**

school of government

Department:
National School of Government
REPUBLIC OF SOUTH AFRICA

ANNEXURE C

EVALUATION CRITERIA – CAPACITY AND CAPABILITY

NSG/BID/01/2024/2025

COMPREHENSIVE CLEANING AND HYGIENE SERVICES

EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:

Section No	Technical Criteria	Reference page in Proposal	Comments
1.2	**Experience of the bidder**	Display C: Page 9 to 12	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.

EXAMPLE OF A RATING SCALE THAT BID EVALUATION COMMITTEE MEMBERS WILL USE

Rating	Definition	Score
Excellent	**Exceeds** the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	**Satisfies** the requirement with **minor additional benefits**. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	**Satisfies** the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with **minor reservations**. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with **major reservations**. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Unacceptable	**Does not meet the requirement**. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0

The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.

Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				*TO BE COMPLETED BY THE BIDDER*	
DESKTOP EVALUATION		100			
1	COMPANY / PROVIDER PROFILE	10			
1.1	Provide a company profile that includes • An overview of the company; • A clear description of services rendered; • A risk mitigation strategy to ensure continued service delivery; and • Physical address (or national footprint of the company where applicable)	10	SCC		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
TO BE COMPLETED BY THE TENDERING INSTITUTION				TO BE COMPLETED BY THE BIDDER	
DESKTOP EVALUATION		100			
2	SERVICE PROPOSAL	40			
2.1	Provide a detailed proposal to indicate how the services described in the Terms of Reference will be executed, monitored and controlled.	40	TOR		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
3	COMPANY EXPERIENCE	20			
3.1	Provide an indication of experience in the rendering of cleaning and hygiene services. (A minimum of five years' experience in the rendering of cleaning and hygiene services is required.)	10	TOR ANNEXURE		
3.2	• Provide a minimum of three contactable references for whom similar work has been undertaken by completing Annexure D. • Include a minimum of three reference letters from previous and/or existing clients that indicate the level of satisfaction with similar services rendered.	10	TOR ANNEXURE		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
	TO BE COMPLETED BY THE TENDERING INSTITUTION			*TO BE COMPLETED BY THE BIDDER*	
3	RESOURCES AND CAPACITY	30			
3.1	Provide proof of capacity to deliver the services described in the Terms of Reference: • Staff • Equipment	30	TOR • Annexure E (Staff) • Annexure F (Equipment)		

ANNEXURE D

SUMMERY OF PAST EXPERIENCE (attach reference letters for verification)

Project Description	Client Name	Client Contact Details	Contract Start Date	Contract End Date	Contract Value
		Name: Number: E-mail:			
		Name: Number: E-mail:			
		Name: Number: E-mail:			
		Name: Number: E-mail:			
		Name: Number: E-mail:			

ANNEXURE E

Details of proposed team as indicated in the ToR Section 1.4.1.1

Name	Role	Qualifications	Experience

ANNEXURE F

Detail list of required equipment (Terms of Reference Section 1.4.1.2 to 1.4.1.4

Equipment	Quantity	Available	
		Yes	No
20m Extension cord per floor	5		
Auto flush Urinal Dispenser	9		
Auto Urinal Dispenser	3		
Blue Buckets	7		
Condom Dispenser	17		
Dust pans	11		
Flexible Microfiber duster and wand	11		
Floor Buffing machine	1		
Hand paper Towel Dispenser	12		
Hand Soap Dispenser	12		
Hydraulic ladder (for deep Cleaning of internal window)	1		
High pressure water washer and hose pipes	1		
Industrial carpet washer (permanently on site)	1		
Industrial floor Scrubber machine	1		
Industrial wet and dry vacuum	1		
Mopping trolleys	7		
Mops	11		
Multi beverage dispenser machines	7		
Multi-purpose green Buckets	7		
Oxygen-Pro White Air Freshener Dispenser	9		
Red Buckets	7		
S.H.E. Bin	12		
S.H.E. packer Holder	12		
SABS Approved Ladder (2m)	2		
SABS approved Ladder (4m)	2		
Scoop and Brooms	11		
Scrubbing Brushes	5		
Toilet Brushes	38		
Toilet Roll Holder	21		
Toilet Seat Sanitizer Dispenser	18		
Vacuum cleaners	5		
Walk-off mats - Natural fibre	8		
Wall Bin	10		
Wet floor safety signs	22		
Window cleaning equipment's	5		

______________________________ (company name) hereby confirm that the above minimum required list of equipment will be available for immediate implementation.

Name: ______________________________ Signature: ____________________

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	NSG/BID/01/2024/2025	CLOSING DATE:	16 August 2024	CLOSING TIME:	11:00
DESCRIPTION	RFP: Comprehensive Cleaning and Hygiene Services to the National School of Government(NSG), 70 Meintjies Street, Sunnyside, Tshwane, for a period of three (3) years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT ***(STREET ADDRESS)***					
National School of Government					
ZK Matthews Building					
70 Meintjies Street (walk-in) or 20 Greeff Street (visitor parking)					
Sunnyside, PRETORIA					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Anet de Beer**	CONTACT PERSON	**Nhlanhla Mabaso**
TELEPHONE NUMBER	**n/a**	TELEPHONE NUMBER	**n/a**
FACSIMILE NUMBER	**n/a**	FACSIMILE NUMBER	**n/a**
E-MAIL ADDRESS	**Annetha.debeer@thensg.gov.za**	E-MAIL ADDRESS	**Nhlanhla.Mabaso@thensg.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
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 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: ……………………………………………………

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NSG – Comprehensive Cleaning and Hygiene Services - 2024

NAME OF BIDDER: ....BID NO.: **NSG/BID/01/2024/2025**

CLOSING TIME 11:00 CLOSING DATE 16 August 2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R..	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	--	R----------------------------	----------------------------
	--	R----------------------------	----------------------------
	--	R----------------------------	----------------------------
	--	R----------------------------	----------------------------
	--	R----------------------------	----------------------------
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
		R----------------------------	------------------------ days
		R----------------------------	------------------------ days
		R----------------------------	------------------------ days
		R----------------------------	------------------------ days

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

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

TOTAL: R...

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

Name of Bidder: ....

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

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

TOTAL: R..

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

7. Estimated man-days for completion of project ....

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

....

....

....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

The NSG:

A de Beer
Annetha.debeer@thensg.gov.za

Or for technical information –

Nhlanhla Mabaso (Project Specialist)

Nhlanhla.NMabaso@thensg.gov.za

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

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

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

2.2.1 If so, furnish particulars:

……………………………………………………………………………………………

……………………………………………………………………………………………

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

2.3.1 If so, furnish particulars:

……………………………………………………………………………………………

……………………………………………………………………………………………

3 DECLARATION

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

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

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

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

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

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

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

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

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

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

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

…………………………………	…………………………………………………
Signature	Date
…………………………………	…………………………………………………
Position	Name of bidder

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

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

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

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **Preference Points System**

The applicable preference point system for this tender is the 90/10 preference point system.

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

b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 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

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$Ps = 80\left(1 - \frac{Pt-P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt-P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20	**or**	**90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

SPECIFIC GOALS AND POINTS ALLOCATION

GOAL	Points out of 20 (80/20)	Points out of 10 (90/10)
(HDI/Black Owned)	Max = 8 Points	Max = 4
100% Black owned	8 Points	4 Points
75% - 99% black owned	6 Points	3 Points
60% - 74% Back owned	4 Points	2 Points
51% - 59% Black owned	2 Points	1 Point
0 – 50% Black Owned	0 Point	0 Point
Black Women Owned	Max = 5 Points	Max = 2 points
100% Black Owned	5 Points	2 Points
75% - 99% black owned	4 Points	1 Point
60% - 74% Back owned	3 Points	0 Point
51% - 59% Black owned	2 Points	0 Point
0 – 50% Black Owned	0 Point	0 Point
Black Youth	Max = 4 Points	Max = 2 Points
100% Black Owned	4 Points	2 Points
75% - 99% black owned	3 Points	1 Point
60% - 74% Back owned	2 Points	0 Point
51% - 59% Black owned	1 Point	0 Point

0 – 50% Black Owned	0 Point	0 Point
Black People with Disability	Max = 3 Points	Max = 2 Points
100% Black Owned with disability.	3 Points	2 Points
75% - 99% black owned with disability	2 Points	1 Point
60% - 74% Back owned with disability.	1 Point	0 Point
51% - 59% Black owned with disability.	1 point	0 Point
0 – 50% Black Owned with disability	0 Point	0 Point

Refer to page 7 to indicate the points claimed for each specific allocated goal.[1]

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……………………………………………………………………

4.4. Company registration number: ……………………………………………………………

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary

[1] For points claimed by the bidder, the required valid proof must be submitted together with SBD 6.1. Failure to submit **valid proof** will result in the claimed points not allocated to the bidder.

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: ……………………………………………………………

……………………………………………………………

……………………………………………………………

…..

SPECIFIC GOALS AND POINTS ALLOCATION

FOR POINTS CLAIMED BY THE BIDDER, THE REQUIRED VALID PROOF MUST BE SUBMITTED TOGETHER WITH SBD 6.1. FAILURE TO SUBMIT VALID PROOF WILL RESULT IN THE CLAIMED POINTS NOT ALLOCATED TO THE BIDDER.

GOAL	Points out of 20 (80/20)	Valid Evidence (Proof) to substantiate Points Claimed	Actual Points Claimed	Proof Attached Yes / No
(HDI/Black Owned)	Max = 8 Points	Valid CIPC Certificate and copy of IDs		
Black Women Owned	Max = 5 Points	Valid CIPC Certificate and copy of IDs		
Black Youth	Max = 4 Points	Valid CIPC Certificate and copy of IDs.		
Black People with Disability	Max = 3 Points	Valid CIPC Certificate and copy of IDs. *To claim points on disability the person / bidder needs to provide proof of disability (medical report, letter from authorised body or person before points can be claimed in this category).*		

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.