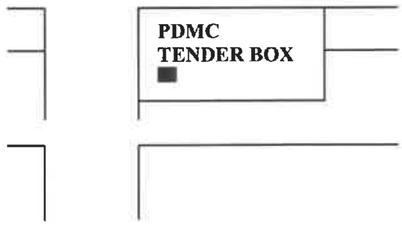
PLEASE TAKE NOTE **TENDER NUMBER: COGTA 10/2024**

CLOSING TIME: 11:00 **CLOSING DATE: 29 AUGUST 2024**

DOCUMENTS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE THEY WILL NOT BE ACCEPTED FOR CONSIDERATION

DOCUMENTS MUST BE SIGNED IN THE ORIGINAL THAT IS IN INK. DOCUMENTS WITH PHOTOCOPIED SIGNATURES OR OTHER SUCH REPRODUCTION OF SIGNATURES WILL BE REJECTED



The Tender Document must be
Deposited in the Tender Box
Which is identified as the Tender
Box of the Gauteng Department of Co-operative
Governance and Traditional Affairs
11 Janadel Avenue, Provincial Disaster Management Centre,
Riverview Office Park
Midrand

TENDERERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY AT THE CORRECT ADDRESS

SUBMIT ALL TENDERS ON THE OFFICIAL TENDER FORMS – DO NOT RETYPE

TENDERS BY TELEGRAM, FACSIMILE OR OTHER APPARATUS WILL NOT BE ACCEPTED FOR CONSIDERATION

SUBMIT EACH TENDER IN SEPARATE SEALED ENVELOP

[GPG 3]

GAUTENG PROVINCE

CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

REPUBLIC OF SOUTH AFRICA

Tender Notice & Invitation to Tender

TENDER NO: COGTA 10/2024

Tender Number	Service	Evaluation Criteria	Compulsory Briefing Session	Tender Closing Date and Time
COGTA 10/2024	Appointment of a service provider to provide Cleaning and Hygiene Services in the Department of Co-operative Governance and Traditional Affairs for the period of 36 months at Provincial Disaster Management Centre (PDMC) No 11 Janadel Avenue, Riverview Office Park, Midrand	Price =80 Equity=20	Date: 14 August 2024 Time: 12H30 Venue: Zealandia Boardroom,Block B, Riverview Park, 11 Janadel Avenue, Midrand	Date : 29 August 2024 Time : 11H00

The tender will be evaluated in terms of the 80/20 Preference Point System prescribed by the Preferential Procurement Regulations 2022 and take effect on 16 January 2023 and the Departmental Supply Chain Management Policy.

Evaluation Criteria	Number of Points
100 % Black Owned Enterprise	5
100 % Women Owned Enterprise	10
100 % PwD Owned Enterprise	2.5
Enterprise located in Gauteng Province	2.5
Total Preference points based on Specific and RDP Goals	**20**

TECHNICAL EVALUATION (100 FUNCTIONALITY POINTS)

The technical evaluation will focus on the following aspects: Value Matrix: 0 = No document attached, 1 = Poor, 2= Average, 3 =Good, 4 =Very Good, 5 =Excellent

FUNCTIONALITY ITEM	WEIGHTING FACTOR
Expertise	20
Personnel/Capacity	15
SABS/ SANAS Undertaking	10
SHE Bin Disposal	5
Project Plan	10
Total Points for Functionality	**60**
Minimum Threshold for Functionality	**45**

Note: Bidders that fail to attain the minimum threshold of 45 points on paper based evaluation will be disqualified from further evaluation

FUNCTIONALITY ITEM- SITE INSPECTION	WEIGHTING FACTOR
Company Resources	40
Total Points for Functionality	**40**
Minimum Threshold for Functionality- Site Inspection	**30**

Note: Bidders that fail to attain the minimum threshold of 30 points on site inspection/ due diligence evaluation will be disqualified from further evaluation

Total Points for Functionality (Paper Based + Site Inspection)	**100**
Minimum Threshold for Functionality (Paper Based+ Site Inspection	**75**

Mandatory Requirements for Tenders. Bidders who intend to respond to the tender invitation must attend the compulsory briefing session and ensure that they sign the attendance register. The bidders must complete, sign and submit all Bid Documents and Pricing Schedules, SBD 1,3.1;3.3 and 4. (SBD documents must be completed; SBD3.3 -and Pricing schedule referred as Annexure A, B and C (sign annexure C); SBD 4- the director/s to declare truthfully and honestly. The use of correction fluid (tippex) when correcting errors on SBDs is prohibited; strike through the error, correct it and initial the corrections. Bid Documents should bear the original signature of an authorised person (Proof of Authority must be submitted e.g. Company Resolution); electronic submissions will not be accepted. In the case of Joint Venture/Consortium, a joint venture/consortium agreement bearing the signature of all the parties to the joint venture/consortium, should be attached and notarised by an attorney. If the bidder intends to sub-contract, a sub-contracting agreement should be attached and signed by all parties to the sub-contracting agreement. The % (percentage) to be sub-contracted must be clearly indicated in the contract.
NB!! Failure to comply with mandatory requirements stated above will result in the bidders submission being disqualified). The Department will verify information provided in SBD 4 with CIPC biz portal in terms of active directorship in other companies and if the information is not the same the bidder will be disqualified.

Documents required to be submitted in order to claim points:

- In order for bidders to claim preference points SBD 6.1 must be completed and accompanies by the following documents:
- Copy of Central Supplier Database (CSD)
- Copies of the company registration documents (CIPC)
- Certified copies of Directors/ Shareholders' IDs / Share Certificate
- Proof of Disability (Medical Certificate by Medical Practitioner with practice number)
- Proof of address/Municipal Statement of Account/Copy of the Lease Agreement if you are not the owner

Other Required Documentations for tenders: In order to verify the tax status of bidders, bidders are required to submit their Tax Compliance Status (PIN) from SARS; (Joint ventures/ consortium must submit a valid Tax Compliance Status Pin for all parties to a Joint Venture/ Consortium) Only suppliers (including all parties to Joint Ventures/Consortiums and sub-contractors) who are registered on the Central Supplier Database (CSD), www.csd.gov.za will be considered for appointment. (Proof to be attached); Detailed company profile.

The Department adheres to all relevant **Acts, including PPPF Act No 5 of 2000** with its associated amended Preferential regulations 2022. Enquiries may be addressed to the Project Manager: Ms Phumzile Motaung at phumzile.motaung@gauteng.gov.za and Supply Chain Management: Ms. Phumzile Malgas at phumzile.malgas@gauteng.gov.za or Ms Mahlatse Madiba at mahlatse.madiba@gauteng.gov.za

Tender documents are available on the Gauteng etender portal: http://e-tenders.gauteng.gov.za

Please Note: All information and documents will be treated in accordance with POPI Act.

Completed tender documents should be sealed in an envelope clearly marked with the relevant tender number (COGTA 10/2024) and description. Tender documents should be delivered in the tender box at reception, Provincial Disaster Management Centre, 11 Janadel Avenue, Block B, Riverview Park, Midrand not later than 11:00 am on or before 29 August 2024.

Faxed, electronic or late submissions will not be accepted.
Only companies who have submitted all of the above information will be considered for evaluation process. The Gauteng Department of Co-operative Governance and Traditional Affairs is under no obligation to give reasons for non-acceptance /rejection of any submission. All short listed bidders will be subjected to undergo a security screening in terms of Section 2 (1) (b) of the National Strategic Intelligence Act 67 of 2002 as amended. All bidders that appear on the Treasury list of restrictions will not be considered

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	COGTA 10/2024	CLOSING DATE:	29 AUGUST 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING AND HYGIENE SERVICES IN THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS FOR THE PERIOD OF THIRTY- SIX MONTHS AT PROVINCIAL DISASTER MANAGEMENT CENTRE (PDMC), NO. 11 JANADEL AVENUE, MIDRAND				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
TENDER BOX AT RECEPTION
PROVINCIAL DISASTER MANAGEMENT CENTRE
NO. 11 JANADEL AVENUE, BLOCK B, RIVERVIEW OFFICE PARK, MIDRAND

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Phumzile Malgas**	CONTACT PERSON	**Phumzile Motaung**
TELEPHONE NUMBER	**N/A**	TELEPHONE NUMBER	**N/A**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**Phumzile.malgas@gauteng.gov.za**	E-MAIL ADDRESS	**Phumzile.motaung@gauteng.gov.za**

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

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

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

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

DATE: ………………………………

COMPANY/FIRM/SOLE PROPRIETY RESOLUTION

I,____________________________________, **director/member/partner** of

__________________________ **(Company/Firm/Sole Propriety)** hereby state

that the Company/Firm/Sole Propriety in its meeting held on_________________________ resolved to bid for this tender and

nominated,________________________________ as an authorised

representative and signatory to sign the bid documents and any related contract in regard to this bid.

THUS, DONE and SIGNED at __________________________________

on this __________________ **day of** _____________________________

____

SIGNATURE OF AUTHORISER (DIRECTOR/MEMBER/PARTNER)

____

SIGNATURE OF NOMINATED PERSON

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder…………………………………… Bid number………………………………………

Closing Time 11:00 Closing date………………………………………

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

BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)

Item No.	Item Description	QTY	Unit Price	Total Price (vat exclusive	Total Price (vat Inclusive

- Required by: …………………………………
- At: …………………………………
…………………………………
- Brand and model …………………………………
- Country of origin …………………………………
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) …………………………………
- Period required for delivery ………………………………… *Delivery: Firm/not firm
- Method of Delivery …………………………………

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destinatination.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ………………………………………………………………………………BID NO.: ……………………………………

CLOSING TIME 11:00 CLOSING DATE……………………………

OFFER TO BE VALID FOR **150** 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

PERSON AND POSITION	HOURLY RATE	DAILY RATE
------------------------------------	R----------------------	----------------------
------------------------------------	R----------------------	----------------------
------------------------------------	R----------------------	----------------------
------------------------------------	R----------------------	----------------------
------------------------------------	R----------------------	----------------------

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

------------------------------------	R----------------------	------------------ days
------------------------------------	R----------------------	------------------ days
------------------------------------	R----------------------	------------------ days
------------------------------------	R----------------------	------------------ days

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

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

TOTAL: R………………………………………………

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

Bid No.: ....

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 –

GAUTENG DEPARTMENT OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

Ms. Phumzile Malgas

Email: Phumzile.malgas@gauteng.gov.za/

Or for technical information –

Ms Phumzile Motaung

Email: phumzile.motaung@gauteng.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 interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

………………………………………………………………………………………………

………………………………………………………………………………………………

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

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

2.3.1 If so, furnish particulars:
……………………………………………………………………………
……………………………………………………………………………

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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 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

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.

and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

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

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

c) 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 **To be completed by the organ of state:**

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**

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

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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100 % Black Owned Enterprise		5		
100 % Women Owned Enterprise		10		
100 % PwD Owned Enterprise		2.5		
Enterprise located in Gauteng Region		2.5		
Total Preference points based on Specific and RDP Goals		**20**		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

GAUTENG PROVINCE
CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING AND HYGIENE SERVICE IN THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS FOR THE PERIOD OF THIRTY- SIX MONTHS AT PROVINCIAL DISASTER MANAGEMENT CENTRE (PDMC) NO.11 JANADEL STREET, RIVERVIEW OFFICE PARK, MIDRAND

JULY 2024

Table of Contents

Table of Contents 2

1. PURPOSE 4
2. BACKGROUND 4
3. PROJECT OBJECTIVES 4
4. BUILDING INFORMATION 4
5. SCOPE OF WORK 5
6. TECHNICAL SPECIFICATION 5

6.1 STAFF REQUIREMENTS 5

6.2 CLEANING SERVICES AND FREQUENCY OF SERVICES REQUIRED 5

6.3 SUPPLY OF GENERAL CLEANING PRODUCTS/CONSUMABLES/BATHROOM RELATED ESSENTIALS AND REFUSE BAGS 7

6.4 HYGIENIC SERVICES, MATERIAL, EQUIPMENT AND FREQUENCY OF SERVICES REQUIRED 7

7. GENERAL 8

7.1 PROVISION OF CLEANING MATERIALS AND EQUIPMENT 8

8. CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR 9
9. IDENTITY 10
10. ELECTRICAL EQUIPMENT 10
11. NUISAN 11
12. CURTAILMENT OF SERVICES 11
13. CAUTION SIGNBOARDS 11
14. BREACH CONTRACT 12
15. PERIOD OF CONTRACT 12
16. INFLAMMABLE AND POISONOUS MATERIAL AND OTHER CHEMICALS 12
17. SUB-LETTING 12
18. EQUIPMENT 12
19. SUPERVISION 12
20. OBLIGATIONS OF THE CONTRACTOR 13
21. DRESS CODE 13
22. PAYMENTS 13
23. PRO-RATA DECREASE OF PAYMENT 14
24. TERMINATION OF SERVICE 14
25. STATUTORY COMPLIANCE 14
26. WORKING HOURS 14
27. DELIVERIBLES 14

28. REPORTING STRUCTURE 15
28.1 The appointed Service Provider shall report to the Project Manager, Deputy Director: Facilities Management each Friday of every week. 15
28.2 All signed scheduled monitoring tables to be submitted each Friday of every week. 15
29. ACTIVITIES OF THE DEPARTMENT 15
30. REGISTRATION WITH STATUTORY BODIES (STAGE 1) 16
31. MANDATORY CRITERIA: STAGE 2 16
ADMINISTRATIVE COMPLIANCE (MANDATORY RETURNABLE DOCUMENTS) 16
32. DOCUMENTS REQUIRED TO BE SUBMITTED IN ORDER TO CLAIM PREFERENCE POINTS IN TERMS OF PPR, 2022 17
33. ADDITIONAL RETURNABLE DOCUMENTATION 17
34. HEALTH AND SAFETY PLAN AND RISK ASSESSMENT 15
35. SECURITY VETTING 15
36. FUNTIONALITY EVALUATION/TECHNICAL EVALUATION STAGE 3 18
37. PREFERENTIAL PROCUREMENT SYSTEM 21
38. CONTACT DETAILS 22
39. TENDER DOCUMENT DELIVERY ADDRESS 23
40. DEEP CLEANING PROCEDURE 24
41. ANNEXURE A:BILL OF QUANTITIES (BOQ) 27
42. ANNEXURE B: TOTAL SERVICE COST INCLUDING ESCALATION 32
43. ANNEXURE C :MINIMUM WAGE SCHEDULE 33

1. PURPOSE

To appoint a Service Provider to render day to day cleaning and hygiene services at no. 11 Janadel Avenue, Riverview Office Park, the Provincial Disaster Management Centre, Midrand.

2. BACKGROUND

According to Facilities regulations made under the Repeal Machinery and Occupational Health and Safety Act of 1983 and now applicable under the Occupational Health and Safety Act of 1993, section 9 state that every employer shall maintain all rooms and facilities which are prescribed or provided for in terms of the provision of these regulations in a clean, hygienic, safe, whole free and leak free condition and in good state of repair.

To ensure a healthy and hygienic work environment for the Department of Co-operative Governance and Traditional Affairs is embarking on a project to partner with the Service provider for the rendering of day-to-day cleaning and hygiene services at no. 11 Janadel Avenue, Riverview Office Park, the Provincial Disaster Management Centre, Midrand

The Tender process estimation is approximately 6 months and more as a result of starting the process in advanced. The department does not have human resources to provide day to day cleaning services for PDMC Building therefore, the service provider is required on contract bases to render day-to-day cleaning and hygiene services.

3. PROJECT OBJECTIVES

To provide a day-to-day cleaning and hygiene services at no. 11 Janadel Avenue, Riverview Office Park, the Provincial Disaster Management Centre, Midrand.
To ensure a health and safety risk free working environment for all.
To ensure building cleanliness to avoid the spreading of dirt and contaminants to oneself and others.

4. BUILDING INFORMATION

Description	**Quantity**
Building dimensions	1 976$\boldsymbol{M^2}$
Total number of employees/occupants	40
Total number of visitors per day	10
Description	**Quantity**
Total number of Floors	*02*
Total number of lift(s)	*01*

Total number Toilets	*07*
Total number Urinals	04
Total number of Toilet cubicles	13
Total number of Hand basins	*07*
Total no. of Board rooms and meeting rooms	09
Total no. of staircases	*04*
Total no. IT Computer room	*02*
Total no. of Strong rooms	01
Total no. of Kitchen areas	03
SQUARE METERAGE	
Floor number	**Square meters**
Ground floor	980M²
1st floor	980M²
Guard room	16M²

5. SCOPE OF WORK

a) The scope of this project is to provide day to day cleaning and hygiene services to Department of Corporative Governance and Traditional Affairs building located at 11 Janadel Avenue, Riverview Office Park, Provincial Disaster Management Centre, Midrand.

b) The contract will be for the period not exceeding 36 months from the date of entering to the Service Level Agreement with the successful bidder.

c) The services will be rendered in all areas mentioned in the building information.

6. TECHNICAL SPECIFICATION

6.1 STAFF REQUIREMENTS

	No. of cleaners
3 Cleaners per floor	*06*
Supervisor	*01*
Total number of cleaners	***07***

6.2 CLEANING SERVICES AND FREQUENCY OF SERVICES REQUIRED

The successful bidder will be required to perform all the following functions when floors are maintained.

6.2.1 DAILY	
All floors, steps, escalators, passages, entrances, lifts, tea kitchen and the guardhouse. *Polish and shine all floors and floor surfaces.*	*Sweep/damp sweep to ensure a high degree of tidiness.* *Polish with approved floor polish to ensure high gloss floors.*
Ashtrays and wastepaper baskets in offices, passages, kitchens, guardhouse, and entrances.	*Empty, wash or wipe with a damp rag, and replace as found.*

Toilet bowls, toilet seats, loose urinals, and wash basins, tiles, mirrors, showers, restrooms and drinking fountains.	*Clean and disinfect with approved disinfecting material as required.*
Desks and furniture in offices as well as glass writing surfaces & telephones.	*Dust off with dust rag or wipe with a damp cloth.*
Windowsills, glass doors and handrails.	*Dust and wipe with a damp cloth if required.*
After 14H00 all the rubbish bins must be cleaned and washed in all offices, kitchens, lobbies, guardhouse, and hallways.	*Empty, wash or wipe with a damp rag, and replace as found.*
Rubbish lying around must be removed immediately when found during the day.	
Cleaning schedule monitoring tables shall be provided in every toilet and floor foyer.	*The tables in the toilet areas shall be signed of every two hours and the foyer tabled once a day.*
6.2.2 WEEKLY	
Toilet doors, venetian blinds, partitioning, door taps and metal surfaces.	*Damp wipe or wash with recognised washing liquid where necessary and scrubbed.*
Walls and ceilings.	*Must be dusted/damp wipe.*
All brass items inside and outside the building.	*Must be cleaned with polish and well buffed.*
All the safes and storerooms.	*Must be cleaned.*
Furniture.	*Must be polished with approved polished.*
Telephones, heaters, and fans.	*Wipe with a damp cloth, which has been put in liquid with a disinfecting liquid.*
Marble surfaces, stone, and cement floors, outside steps and stairs.	*Machine washes with soap solution.*
Carpets must be vacuumed.	*Vacuum floor mats and carpets to remove all dirt.*
Floors/Wooden floors.	*must be sprayed and buffed/scrubbed and polished*
The rubbish	*must be put in front of the building every applicable day to be taken away by the Municipality.*
The Rubbish bins outside	*must be placed once a week and the garbage bags must be changed frequently as and when necessary.*
Lifts, floors, doors, roof, walls.	*Wash with soap solution.*
All copper and brass fittings.	*Polish with approved metal polish.*
Loose mats and wall-to-wall carpeting.	*Vacuum and remove marks and stains where necessary.*
6.2.3 MONTHLY	
Wood, block, and vinyl floors.	*Scrub as required to remove marks/ stains and polish with non-slip polish.*
Walls, lampshades, and all surfaces that can be cleaned.	*Damp wipe/wash to insure a high degree of tidiness.*
All wooden panels against walls.	*Must be polished.*
All the lights.	*Must be dusted.*
6.2.4 QUARTERLY	
Glass partitions windows and doors.	*Wash to insure a high degree of tidiness.*
Furniture with material coverings.	*Vacuum and remove stains and dirty marks.*
Windows.	*Wash to ensure high degree of tidiness.*
Strip and seal the floor.	*To ensure high degree of shining.*

Deep cleaning	*Deep cleaning of urinals/basins and surrounding areas, Deep cleaning of all mirrors, taps and fittings with chemicals and polished, All floors scrubbed and washed with a germicidal solution Deep cleaning of floors in all the bathrooms, Deep cleaning of walls in the bathroom*
6.2.5 HALF YEARLY	
Shampoo carpet with high foam liquid.	*To maintain colour.*

6.3 SUPPLY OF GENERAL CLEANING PRODUCTS/CONSUMABLES/BATHROOM RELATED ESSENTIALS AND REFUSE BAGS

No.	Description	Quality required	Quantity
6.3.1	*Toilet paper*	*unwrapped 2 ply or Baby Soft White or Equivalent in quality must be provided*	*X5 Bales Monthly (48 rolls per bale)*
6.3.2	*Hand towels*	Tidy wipes reflex paper or equivalent in quality must be provided	X1 Bale every two months (06 rolls per bale)
6.3.3	*Hand Soap*	*hand soap dispensers must be filled with foam soap*	*500 ml per dispenser (a total of 7 refill per month)*
6.3.5	*Refuse Bags*	*Tiffy clear refuse bags size 750 X 950mm or Equivalent in quality*	*40 monthly*
6.3.6	*Wastepaper Bin bags*	*Wastepaper Bin clear plastics*	*80 bags Monthly*
6.3.7	*Furniture polish*	*Mr Min Furniture polish or Equivalent in quality*	*8x 300ml monthly.*
6.3.8	*Tile cleaner*	*Mr Muscle or Equivalent in quality*	*20x750ml monthly*
6.3.9	*Stainless Steel Cleaner and Polish*	*Silvo product or Equivalent in quality*	*7x500ml monthly*
6.3.10	*Toilet Cleaner*	*Harpic product or Equivalent in quality*	*7x750ml monthly*
6.3.11	*Duster, Mops and Brooms*	*Addi's duster mops and brooms or similar in quality to be utilized*	*10 Twice a year*
6.3.12	*Buckets*	*Cleaning water Fred Double buckets or Equivalent in quality*	*10-yearly*
6.3.13	*Click Mop*	*Addis click mop or Equivalent in quality*	*10 /yearly*

6.4 HYGIENIC SERVICES, MATERIAL, EQUIPMENT AND FREQUENCY OF SERVICES REQUIRED

No.	Description	Quality required	Quantity
6.4.1	*Wall mounted Hand Sanitizer Dispenser*	✓ *Refilling as and when required, refilling to last for the duration of the contract.* *Service / Maintain at least once a month.*	*7x hand sanitizer, monthly*

		✓ Replace batteries as and when required. ✓	7x 2sets of batteries for hand sanitizer, monthly
No.	**Description**	✓ **Quality required**	**Quantity**
6.4.2	Air freshener Dispenser wall mounted on brackets.	✓ Refilling as and when required, refilling to last for the duration of the contract.	7x air freshener spray as and when required.
		✓ Replace batteries as and when required.	7x 2 set of batteries for air freshener Quarterly
6.4.3	Wall mounted Safe Seat dispensers with sanitizer.	✓ Supply and installation of Safe Seats sanitizer dispensers (once off) ✓ First refill to be provided with installation.	X13 **Safe Seat dispensers**
		✓ Refilling to last for the duration of the contract. ✓ Service / Maintain at least once a month.	X13 Safe Seat refills.
		✓ No touch, battery operated. ✓ Batteries and refills fully serviced by the service provider	Batteries for X13 Safe Seat dispensers Quarterly
6.4.4	Pedal Bio-Hazard Bins Plastic in white color Hospital	✓ Supply new bins (once off)	11 SHE bins. Material: Plastic
		✓ Cleaning of bins (weekly basis) ✓ Removal of used liners (once a week) ✓ Treatment of liner in bin (once a week)	11 SHE bins. Material: Plastic
	Biohazard Pedal Bin bags.	✓ Installation of bag liners (once a week)	11 SHE bins

7. GENERAL

7.1 PROVISION OF CLEANING MATERIALS AND EQUIPMENT

7.1.1	*The contractor shall be responsible for the provision of all cleaning materials and equipment that are required to provide an efficient service. In this regard the contractor must provide the correct equipment to assure that there is no disturbance or delay in the service been offered.*

	It will be expected from the successful bidder to provide Material Safety Data Sheets as and when requested. *The equipment must always be clean and in a working condition. Maintenance of the equipment is the contractor's responsibility.*
7.1.2	*The successful bidder will be expected to ensure that all disinfectants products are strictly in accordance with applicable **SABS/SANS** standards. Proof to this effect must be submitted to the upon request and during any time of the duration of contract.*
7.1.3	*The contractor undertakes to provide proper plastic bags for the removal of wastepaper basket at own cost. This wastepaper must be delivered to a central point daily in an area as agreed to with building manager.*

8. CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR

8.1	The contractor's personnel must make use of store and rest room facilities as indicated. It will be the responsibility of the contractor to ensure that these facilities are clean and tidy.
8.2	The contractor and his/her personnel are prohibited from reading or going through records in offices.
8.3	Files and other correspondence on desks, racks, etc., must be placed back in the position in which it was found after cleaning such areas.
8.4	The contractor undertakes to keep the number of workers allowed in a building to the essential amount required and that the necessary supervision of staff will be strictly monitored and supervised.
8.5	Personal hygiene of the contractor, his personnel, and agents must always be maintained at an acceptable standard.
8.6	In accordance with the law on control and entry to public areas and vehicles, 1985 (Law 5.3 of 1985), employees will be subject to the conditions as out in Article Z (2) of the mentioned law.
8.7	The occupant of an office shall have the right to request employees of the contractor to leave an office if he/she receives a visitor or telephone call.
8.8	Employees of the contractor shall not loaf about the building or use the benches or chairs in public areas to relax on. At the end of each workday and no later than the normal closing time, all employees of the contractor must be out of the premises. No employee is allowed after working hours except if they have permission from the responsible officer in charge of the building.
8.9	Personnel of the contractor have, subject to other conditions of this contract, entry to all areas to render a service. If the service is not required in that specific area at the time, then entry to the area is prohibited.
8.10	Without prejudicing the contractor's right to choose his/her own personnel, the Department reserves the right to, at all times to indicate personnel to the contractor who is a security, health, or safety risk. Such persons will not be allowed to be used by the contractor to carry out his/her duties.

8.11	In such a case the contractor will immediately honour the Departments request and shall have no claim of loss or damage against the Department.
8.12	Each employee of the contractor will be provided with a photo identity card by the contractor. The card must have the following particulars, a) Name of Firm (Contractor) b) Name of Employee c) Identity number of Employee d) Signature of the Employee
8.13	The employee will wear the photo identity card on a visible place when he/she is working in the involved building. The necessary control over these photo identity card must be provided as not to allow such photo identity cards to fall into unauthorised hands.
8.14	The employees or persons in the service of the contractor who are working in or around an involved building providing the services as stated in this contract must always be dressed in a manner which is to the Departments approval.
8.15	No information may be provided by the contractor or his affiliates of state activities to the public or news media.
8.16	The employees or persons in the service of the contractor who are working in or around the building must be SECURITY CLEARED BEFORE commencing with the Cleaning Service and CLEARANCE CERTIFICATES must all the times be available on request.
8.17	All Employees deployed by the service provider must be South African citizens.

9. IDENTITY

9.1	The contractor will be responsible for his/her personnel in terms of all occupational injuries that might occur during the execution of duties within the premises.
9.2	The contractor indemnifies the Department against any occurrence that he is aware of or not aware of his/her personnel that are used for services that fall outside this contract.
9.3	The contractor will at own cost take out an insurance policy against any claim, cost, loss, or damage resulting from duties and shall ensure that such insurance is valid for the entire period of the contractor. Such an insurance policy must be handed over to the Department on termination of this contract.

10. ELECTRICAL EQUIPMENT

10.1	The contractor shall not use defective electrical equipment, which could cause the earth leakage to trip. Any damage of whatever nature cause by this will be for the contractor account. All leads and extension lead must be of the correct capacity to carry the load of the involved machinery and will be 3 phases and not 2 phases.
10.2	The contractor may only use electrical equipment that will normally be used in normal circumstance for purposes named in this agreement. The contractor may under no circumstance fiddle with the electrical installations in the building or make changes to it without the Departments prior consent.

10.3	With the exception of connections at existing power points provided by the Department, the contractor may not make connections to the electrical system. Only equipment that does not require above 1250 watts to operate may be used at such power points.
10.4	The equipment used by the contractor shall where applicable comply with the law on Machinery and Occupational Safety, 1985 (Law no.6 of 1993). Under no circumstances shall the equipment used such as vacuum cleaners etc., exceed the sound factor of 66aB (Decibels) within one meter of the equipment.

11. NUISAN

11.1	The contractor and his/her personnel will not be allowed to perform any act or duty on the premises, which in the mind of the Department will be of nuisance, danger or possible nuisance or danger to any person on the premises or that could cause damage to the property.
11.2	Personnel must behave in a soberly orderly manner at all times.
11.3	Silence must be reasonably maintained at all times.

12. CURTAILMENT OF SERVICES

12.1	The Department reserves the right to change any part of the service as a whole with one month's written notice to the contractor. This, however, will only occur if a certain part(s) of the premises is vacated, the occupants change or for security reasons. The contract amount shall, in such a case be amended from the date of vacating the premises with an amount as agreed upon.
12.2	Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force major (viz major) the Department will, in its discretion determine which part(s) of the premises cannot or should not be put to further use for the original utilisation and in respect of the unusable part(s) of the premises, the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favour of the one party against the other shall result there from. In respect of the remaining part(s) of the premises which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change, if the damaged premises is repaired the Department can request the contractor to resume the cleaning service by one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

13. CAUTION SIGNBOARDS

13.1	The contractor will be compelled to display neat caution signboards or signs, of which the size and design must be clearly visible in the area where the contractor or his employees are busy working. (Such as toilets, passages etc.). The signs must also be clearly visible in areas where the services rendered can cause injuries to any person or persons and must be able to attract a person's attention to show that service are been carried out in the area.

13.2	It is hereby specially agreed upon that the contractor throughout the duration of the contract period, will be compelled to do everything within his/her means and whatever practicable possible to ensure that all signs, print works, notices, or any written material that is displayed in accordance with clause 10.1 appear in English.

14. BREACH CONTRACT

14.1	If the services rendered are interrupted or temporarily suspended as a result of any labour dispute, civil summons, a local or national disaster or any other cause outside the reasonable control of the Contractor both parties will agree mutually on methods to continue with essential services.

15. PERIOD OF CONTRACT

15.1	The term of this contract shall be for a period of (36) thirty-six months .

16. INFLAMMABLE AND POISONOUS MATERIAL AND OTHER CHEMICALS

16.1	The Contractor shall not use or store any poisonous or highly inflammable substance and other chemicals on the premises without the written consent of the Department.

17. SUB-LETTING

17.1	Neither the whole nor any portion of this contract shall be made over or transferred to any other party without the prior written consent of the HOD of CoGTA having been obtained.

18. EQUIPMENT

18.1	The contractor will be responsible for the provisioning and maintenance of all equipment, which may be necessary to ensure effective service. In this regards the Contractor will ensure that there will be not break in the service.

19. SUPERVISION

19.1	The contractor must oversee that there is always effective supervision of staff and activities.
19.2	Continuous, within reachable supervision are called for, daily Monday to Friday, Public Holidays excluded.
19.3	Supervisors must in all respects respond to reasonable request of the appointed personnel.

20. OBLIGATIONS OF THE CONTRACTOR

20.1	Where practically possible, all complaints concerning the service being performed, must receive immediate attention, but in any case, not later than the following workday.
20.2	The Contractor undertakes:
20.3	To co-operate with the safety officer of the building.
20.4	To keep the resting facilities, which are always supplied neat and tidy.
20.5	In carrying out the Contract, the Contractor shall conform to all laws, regulations or By Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto, for instance the Occupational Health and Safety Act, Act 85 of 1993. The Contractor will indemnify protect, defend, and hold harmless the client from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of this contract or its implementation.
20.6	*Shall develop a project plan inclusive of the project risks.*

21. DRESS CODE

21.1	The successful bidder will be required to; 1) Ensure that all staff uniforms are displaying the company logo and that the photo identity card are always worn. 2) Ensure that all staff uniforms are always clean and neat. 3) Ensure that all cleaning staff always wear identity tags, when cleaning services are rendered in the building.

22. PAYMENTS

22.1	A period of 30 days after the last day of the month in which Cleaning Service had been rendered must be allowed for payment.
22.2	A validity period of 56 days after the closing date is applicable to the tender.
22.3	The successful Tenderer, must for the purpose of payment, register himself with CoGTA's data base by completing the applicable form within TWO (2) weeks after the tender has been approved.
22.4	The Contractor shall receive no payment for day(s) when the cleaning has not been rendered. The contractor must provide a relief worker if he/she is unable to render the cleaning service in accordance with the contract.
22.5	An original invoice for the service rendered must be sent to CoGTA to reach the office on the last day of the month.

23. PRO-RATA DECREASE OF PAYMENT

23.1	If at any time the service is not rendered in accordance with the conditions of the contract or the specification, the right is reserved to adjust pro-rata.
23.2	Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be a condemnation, waiving or ratification of such departure, breach, or failure to comply unless such condemnation, waiving or CoGTA has agreed non-fulfilment to in writing.

24. TERMINATION OF SERVICE

24.1	The contract will be terminated within 30 (thirty) days with written notice from the HOD, CoGTA if the service is not rendered in accordance with the conditions of the contract or specification.

25. STATUTORY COMPLIANCE

25.1	Bidders must comply with all the Acts and Regulations that regulate subject matters of the Cleaning Industry. It is important that the proposal of the bidder comply with the salary hourly rate determined by the Minister of Labour, Department of Labour Sectoral Determination [Notice.522 of 14 May 1999, Basic Conditions of employment Act [no 75 of 1997], Occupational Health and Safety Act [no 85 of 1993] and all other relevant Labour Regulations and any amendments thereof.

26. WORKING HOURS

The normal working hours shall be from 06:00am until 15:00pm unless otherwise approved by the Department.

27. DELIVERIBLES

SERVICE CATEGORY	DELIVERIBLES
Hygiene and Cleaning services.	a) Supply of hygiene equipment and consumables and comprehensive hygiene services. b) Deep (periodic) cleaning. c) Supply of cleaning equipment, consumables, brush-ware, and tools. d) Supply of cleaning chemicals e) External and internal window cleaning. f) Cleaning of curtains and blinds. g) Upholstery Cleaning. h) Cleaning of restroom i) Cleaning of lifts

	j) Reactive / emergency cleaning (incidents and events) **k)** Ad-hoc cleaning services.
Waste management services.	a) Feminine hygiene waste- Service intervals are based on a seven. b) day cycle and liner bags must be changed weekly. c) General waste. d) Hazardous waste.

28. REPORTING STRUCTURE

28.1 The appointed Service Provider shall report to the Project Manager, Deputy Director: Facilities Management each Friday of every week.

28.2 All signed scheduled monitoring tables to be submitted **each Friday of every week.**

29. ACTIVITIES OF THE DEPARTMENT

29.1 The Department will ensure the conclusion of the SLA between CoGTA and the appointed Service Provider before the actual commencement of the cleaning project.

29.2 The Departmental Project Manager will be responsible for the project oversight and monitoring of the cleaning process. Where deviations are noted, report such to the Director: Security and Facilities Management.

30. HEALTH AND SAFETY PLAN AND RISK ASSESSMENT

- The successful bidder shall prior the commencement of the works, submit to the Project Manager for approval a suitable and sufficiently documented health and safety plan and Risk assessment based on this specification.
- No *access* to the site will be allowed to the contractor without the documented health and safety plan being submitted to and approved by the Project Manager.
- On-site the incident register must be kept and to be completed daily.

31. SECURITY VETTING

35.1	• All shortlisted companies will be security screened. • The Department reserves the right to terminate the contract should it received negative security screening results from the State Security Agency after appointment.

32. TENDER VALIDITY PERIOD

Please note that the price offer to be valid for 150 days from the date of closing.

33. REGISTRATION WITH STATUTORY BODIES (STAGE 1)

Bidders are required to comply with pre-qualification criteria as reflected in the table below. Failure to comply will result in disqualification of the bidder prior to conducting functionality evaluation. Proof of registration with all the under-mentioned relevant Legal Institutions/Authorities must be attached to this Bid. **Please mark with a cross in the relevant block where applicable.**

Documents required	Comply	Do not comply	Comments
30.1 Valid letter of good standing from Compensation for Occupational Injuries and Diseases (COIDA) Act from the Department of Labour in the name of the Company and/or Close Corporation. (Submit a certified Copy of the original document obtainable from Dept. of Labour. Certification shall not be older than 6 months)			
30.2 Proof of insurance (liability cover) to the amount of 1 million rand in the name of the Company and/or Close Corporation (Submit a certified copy of the original document. Certification shall not be older than 6 months)			
30.3 Valid membership of the National Cleaners Provident Fund. (Submit a certified copy of the original document. Certification shall not be older than 6 months)			

34. MANDATORY CRITERIA: STAGE 2

ADMINISTRATIVE COMPLIANCE (MANDATORY RETURNABLE DOCUMENTS)

- Bidders who intend to respond to the tender invitation **must** attend the compulsory briefing session and ensure that they sign the attendance register.
- The bidders must complete, sign, and submit all Standard Bid Documents, SBD 1,3.1,3.3; pricing schedule and 4.
    - ✓ SBD Forms must be completed, SBD 3.3 and Pricing schedule referred as Annexure A,B and C (Annexure C must be signed) on page 27-32 of TOR- The total bid amount must correspond on both documents; SBD 4- the director to declare interest truthfully and honestly.(The use of correction fluid (tippex) when correcting errors on SBDs is prohibited; strike through the error, correct it and initial the corrections);
    - ✓ Bid Documents should bear the original signature of an authorised person (Proof of Authority must be submitted e.g., Company Resolution); electronic submissions will not be accepted.
- In the case of Joint Venture/Consortium, a joint venture/consortium agreement bearing the signature of all the parties to the joint venture/consortium, should be attached and notarised by an attorney.

- If the bidder intends to sub-contract, a sub-contracting agreement should be attached and signed by all parties to the sub-contracting agreement. The % (percentage) to be sub-contracted **must** be clearly indicated in the contract.
- Proposals submitted after the stipulated closing time and date will not be accepted.

Note Failure to comply with mandatory compliance requirements stated above will result in the bidder's submission being disqualified from further evaluation.

The department will verify information provided in SBD 4 with CIPC Biz portal in terms of active directorship in other companies and if the information is not the same as declared by the bidder will be disqualified.

35. DOCUMENTS REQUIRED TO BE SUBMITTED IN ORDER TO CLAIM PREFERENCE POINTS IN TERMS OF PPR, 2022

- In order for bidders to claim preference points SBD 6.1 must be completed and accompanies by the following documents:
- Copy of Central Supplier Database (CSD)
- Copies of the company registration documents (CIPC)
- Certified copies of Directors/ Shareholders' IDs / Share Certificate
- Proof of Disability (Medical Certificate by Medical Practitioner with practice number)
- Proof of address/Municipal Statement of Account/Copy of the Lease Agreement if you are not the owner.

Evaluation Criteria	Number of Points
100 % Black Owned Enterprise	5
100 % Women Owned Enterprise	10
100 % PWD Owned Enterprise	2.5
Enterprise located in Gauteng Province	2.5
Total Preference points based on Specific and RDP Goals	**20**

Note Failure to submit the above documents will result in bidders not claiming preference points.

36. ADDITIONAL RETURNABLE DOCUMENTATION

The below listed documents are necessary for vetting purposes and should be included in bids.

- In order to verify the tax status of bidders, bidders are required to submit their "Tax Compliance Status Pin". (Joint ventures/consortium must submit a valid Tax Compliance Status Pin" for all parties to a Joint Venture/Consortium).
- Only suppliers (including all parties to Joint Ventures/Consortiums and sub-contractors) who are registered on the Central Supplier Database (CSD), www.csd.gov.za will be considered for appointment. (Proof to be attached).
- Detailed company profile.

37. FUNTIONALITY EVALUATION/TECHNICAL EVALUATION STAGE 3

Responsive Bids will be evaluated for functionality. The technical evaluation criteria below will be applied to further shortlist responsive bids.

FUNCTIONALITY ITEM	FUNCTIONALITY BREAKDOWN	POINTS	MAXIMUM POSSIBLE POINTS
EXPERTISE (20)	Practical company experience in cleaning services in government, SOE and or private sector. Provide reference letters must meet the following criteria: **1. company logo, 2. commencement and termination date, 3. the place where the service was rendered, 4. contact details 5. value of the contract and 6. signed by the client.** 9 or more reference letters and more meeting the criteria = 5 7-8 reference letters meeting the criteria = 4 5-6 reference letters meeting the criteria = 3 3-4 reference letters meeting the criteria = 2 1-2- reference letters meeting the criteria = 1 Less than 1 reference letters/No reference letters/reference letters not meeting the criteria = 0	**20**	**100**
PERSONNEL/CAPACITY (15)	**PROJECT MANAGERS QUALIFICATION** **Submit a certified copy of qualification. (Certification must not be older than 6 months and must be in its original state)** • Certified copy of matric certificate and project management certificate =5 • Certified copy of project management certificate only =4 • Certified copy of matric certificate only=3 • No Matric certificate/No Project management certificate not certified/ certification older than 6 months =0	**5**	**25**
	PROJECT MANAGER`S EXPERIENCE CV with practical experience in managing cleaning projects. 5 years' experience or more = 5 4 years' experience = 4	**10**	**50**

	3 years' experience = 3 2 years' experience = 2 1 year experience = 1 Less than 1 year experience/CV not meeting criteria = 0		
SABS/SANS UNDERTAKING (10)	**Use of SABS/SANS approved cleaning chemicals** *Proof of relations between the bidder and the suppliers that they will supply the Department with SANS/SABS approved cleaning chemicals.* ✓ Proof of relations (signed and dated) *between the bidder and the previous suppliers that have supplied bidder with SANS/SABS approved cleaning chemicals = 5* ✓ No proof of relations between the bidder and the supplier / Proof not signed and dated= 0	**10**	**50**
SHE BIN DISPOSAL (5)	**Submit proof of relation with the registered waste management disposal company** ✓ Proof of relation with the registered waste management disposal company =5 ✓ No proof of relations attached =0	**5**	**25**
PROJECT PLAN (10)	Detailed project execution plan linked to the project including the following: - Key tasks. - Organigram of deployment. - Contingency plan - Identifying risk and mitigation. - Resource distribution. - Health and Safety Project execution plan meets 6 criteria and above = 5 Project execution plan meets 5 criteria and above = 4 Project execution plan meets 4 criteria and above = 3 Project execution plan meets 3 criteria and above = 2 Project execution plan meets 2 criterion and above = 1 Less than 2 /No Project execution plan = 0	**10**	**50**
	TOTAL POINTS FOR PAPER BASE EVALUATION	**60**	**300**
	MINIMUM TRHESHOLD	**45**	**225**

Minimum overall score of **45 points** out pf a possible **60 points** for the paper-based evaluation is required to qualify for due diligence/site inspection.

38. DUE DILIGENCE/SITE INSPECTION STAGE 4

FUNCTIONALITY ITEM	FUNCTIONALITY BREAKDOWN	POINTS	MAXIMUM POSSIBLE POINTS
Company resources (40)	**Submit certified copy of the company's asset register on the day of site inspection. (Certification shall not be older than 6 months)** Availability of cleaning resources (i) Vacuum cleaner, Minimum of X2 (ii) Scrubbing machine, Minimum of X1 (iii) Safety signage's, Minimum of X5 (iv) Trolley buckets, Minimum of X2 (v) Brooms, Minimum of X5 (vi) Mops, Minimum of X5 (vii) Set of uniform Minimum of X1 (viii) Carpet upholstery machine X 1 If all 8 elements/categories including a certified copy of a company asset register criteria = 5 If any 7 of the 8 elements/categories met including a certified company asset register criteria =4 If any 6 of the 8 elements/categories including a certified copy of a company asset register meet criteria =3 If any 5 of the 8 elements/categories including a certified company asset register meet criteria =2 If any 4 of the 8 elements/categories including a certified copy of a company asset register meet criteria =1 Below 4 elements/categories meeting criteria/no Cleaning resources provided/No asset register=0	40	200
	TOTAL POINTS FOR DUE DILIGENC POINTS	**40**	**200**
	MINIMUM THRESHOLD FOR FUNCTIONALITY	**30**	**150**

The functionality evaluation of bids will be done in two stages, paper based and due diligence evaluation.
Bidders that do not meet the minimum of 30 points on due diligence evaluation out of a possible 40 points shall not be considered for the next stage of evaluation.

Matter for Noting:

- *Bidders who fails to meet the minimum* ***requirements/threshold in relation to Functionality Evaluation (75)*** *will not be evaluated further.*
- *Bidders who achieve the minimum points of* ***30*** *points on site inspection/due diligence, the scores will be combined with the score achieved on paper based to achieve the overall minimum threshold of* ***75****.*

Scores are allocated according to a value matrix ranging from 0 to 5 of which 0 is the lowest score that can be obtained and 5 the highest. The Maximum Possible points are calculated by multiplying the weight of each criterion with the highest score (as per the value matrix) that can be obtained.
The minimum qualifying score for functionality is indicated as a percentage and is calculated as follows:
a) The score for each criterion is added to obtain the total score; and

b) The following formula is applied to convert the total score to a percentage for functionality:

$$Ps = \frac{So}{Ms} \times 100$$

Were:

Ps = Percentage scored for functionality by bid under consideration

So =Total score of bids under consideration

Ms= Maximum possible score

The percentage of each panel member is added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

39. PREFERENTIAL PROCUREMENT SYSTEM

In terms of regulation 4 (1) and (2) of the Preferential Procurement Regulation 2022 responsive bids will be evaluated and adjudicated by the state in terms of the 80/20-point system. Shortlisted bid(s) will be allocated 80 points (maximum possible score) if the competitive price of the acceptable bid(s) is/ are the lowest and 20 points (maximum possible score) to a tenderer for the specific goals specified for the tender and the points will be added to the points scored for price and the total will be rounded off to the nearest two decimal place, subject to section 2(1)(f) of the Act.

The following formula is applied to calculate preference points.

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

Where
Ps = Points scored for competitive price of bid or offer under consideration
Pt = Competitive price of bid or offer under consideration; and
Pmin = Competitive price of lowest acceptable bid or offer
A maximum of 20 points may be allocated to a bidder for attaining highest specific goals and RDP Goals in accordance with below identified goals by the department:

- *Persons or categories of historically disadvantaged persons based on gender, race, disability, and.*

- *RDP Goals as (published in Government Gazette No: 16085 dated 23 November 1994).*

  (i) The promotion of South African owned enterprise.
  (ii) The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.
  (iii) The promotion of enterprise located in a specific region for work to be done or service to be rendered in that region.
  (iv) The promotion of enterprises located in a specific municipality for work to be done or services to be rendered in that province.
  (v) The empowerment of the work force by standardizing the level of skills and knowledge of workers.
  (vi) The department may elect to use other RDP goals identified in the Government Gazette No: 16085 dated 23 November 1994.

39.1. THE PRICES WILL BE EVALUATED IN TERMS OF 80/20 PRINCIPLE, SPECIFIC GOALS AND RDP GOALS.

Evaluation Criteria	*Number of Points*
100 % Black Owned Enterprise	*5*
100 % Women Owned Enterprise	*10*
100 % PwD Owned Enterprise	*2.5*
Enterprise located in Gauteng Province	*2.5*
Total Preference points based on Specific and RDP Goals	***20***

***Note**: The total points (out of 100) for the various bidders will be calculated by adding the points for price (out of 80) and the points for Specific Goals and RDP Goals (out of 20).*

40. CONTACT DETAILS

All enquiries should be directed via electronic mail. The project manager should be contacted for enquiries related to the terms of reference/specifications. Tender administrative enquiries should be directed to tender administrators.

Project Managers: Ms. Phumzile Motaung Phumzile.motaung@gauteng.gov.za	Tender Administrators: Ms. Mahlatse Madiba mahlatse.madiba@gauteng.gov.za Ms. Phumzile Malgas Phumzile.malgas@gauteng.gov.za

41. TENDER DOCUMENT DELIVERY ADDRESS

Bids should be delivered in the tender box at the address provided below. All Bids should be bonded and sealed in an envelope. The envelop should be clearly marked with the tender number and description.

Provincial Disaster Management Centre, Riverview Office Park,11 Janadel Avenue, Midrand

42. DEEP CLEANING PROCEDURE

Definitions

Deep cleaning is an intensive, heavy-duty clean using chemicals, mechanical actions, and high-pressure cleaners.

Chemicals are the products used and conform to the following specifications:

1) All chemicals are SABS 1828 approved.
2) All chemicals are environmentally friendly.
3) Chemicals contain bactericides and disinfectants.
    - i) **Sterilizer** – kills all microbes leaving a sterile surface.
    - ii) **Disinfectant** – kill most known microbes – usually benchmark organisms selected for their difficulty to kill.
    - iii) **Sanitizer** – reduces the number of specified organisms to a certain safe level.
    - iv) **Virucide** – kills most known viruses.
    - v) **Fungicide** – used to kill fungi such as athletes' foot etc.
    - vi) **Tuberculocide** – kills the bacteria, which causes TB. It is a separate classification since TB bacteria are very hardy.

DEEP CLEANING OF BUILDING ON A QUARTERLY BASIS OVER A PERIOD OF THIRTY-SIX MONTHS	
AREA	**ACTION**
Offices & other areas	All accessible fixtures and fittings are cleaned and disinfected. Where possible traps on urinals and basins, gratings and other parts are removed so that the unit can be cleaned thoroughly. All walls, partitions, and floors surrounding the units will be washed. All units are high pressure blasted to flush deposits or growths through the plumbing into the main line. All defective sanitary fitments and plumbing will be reported. Lights will be cleaned. Where possible graffiti will be removed, however should it be engraved, painted or indelible we will not be held responsible for this. Thoroughly clean and disinfect the immediate areas.

Floors and parking area	Floors will be washed with neutral detergent and disinfectants.
General areas	All accessible fixtures and fittings are cleaned and disinfected. Where possible shower drains and traps on urinals and basins, gratings and other parts are removed so that that unit can be cleaned thoroughly. All walls, partitions, and floors surrounding the units will be washed. All units are high pressure blasted to flush or growths through the plumbing into the main line. All defective sanitary fitments and plumbing will be reported. Lights will be cleaned.
Hand basins, showers, baths, and sinks	All taps, plugs, chains outlets, channels and gullies are cleaned and disinfected. Taps are polished. Remove all scale deposits and algae from internal and external surfaces. Clean deposits and any other obstruction from overflows. Clean and remove deposits from floor channels and outlets and grids. Apply chemical to remove deposits from inside of waste pipes.
Toilets	Toilet seats are removed, and inner bowl is desiccated, and algae, bacteria and uric incrustations are removed from all areas. Particular attention is paid to under the bowl rim as well as to the handles. Internal and external surfaces and thoroughly cleaned and disinfected. Toilet seat is then scrubbed, cleaned, and disinfected and then replaced. Remove all uric acid encrustations and other deposits from toilet bowl, S-bend and under rim of toilet. Clean and disinfected all surfaces of the bowl, including tap and underneath surface of the seat, flat cover, cistern handle and compartment door handles.
Urinals	Bowl is desiccated and algae, bacteria and uric acid incrustations are removed from the unit of fitment. Where possible trap is removed and cleaned and disinfected. All waste is washed away from trap area. Internal and external surfaces thoroughly cleaned and disinfected. Remove uric acid encrustation and other deposits from all surfaces of the urinal, including channel, outlet, outlet grip, step, spurge pipes and tipper cover. Clean and disinfect the immediate areas.

Walls, doors	Walls will be cleaned with a neutral detergent and disinfectants. Where possible graffiti will be removed, however should it be engraved, painted or indelible the Department will not be held responsible for this. Thoroughly clean and disinfect the immediate areas.
Waste and soil pipes	All surfaces from the sanitary units as far as the stack pipes are desiccated and disinfected. Deposits are removed from the soiled waste pipe and left in a free-flowing condition.
Channels and gullies	Deposits are cleared and removed from surfaces, traps, and gratings. Surfaces and thoroughly clean and disinfected.

(This must be done at the start of the contract and thereafter every THREE months. This is NOT normal day to day cleaning, but a highly specialised cleaning method)

43. ANNEXURE A:BILL OF QUANTITIES (BOQ)

				Year 1 Breakdown			Year 2 Breakdown			Year 3 Breakdown		
No.	**Service Description**	**Quantity Required**	**Frequency**	**unit cost**	**Monthly cost**	**Annual cost**	**unit cost**	**Monthly cost**	**Annual cost**	**unit cost**	**Monthly cost**	**Annual cost**
1	Cleaners	X6	Daily									
2	Supervisor	X1	Daily									
3	Day-to-day cleaning services. (Labour)	SUM	Daily									
4	unwrapped 2 ply or Baby Soft White Toilet Paper or Equivalent in quality must be provided	X5 Bales Monthly (48 rolls per bale)	Monthly									
5	Tidy wipes reflex paper or equivalent in quality must be provided	X1 Bale every two months (06 rolls per bale)	Monthly									
6	Hand soap dispensers must be filled with foam soap	500 ml per dispenser (a total of 7 refill per month)	Monthly									
7	Tuffy clear refuse bags size 750 X 950mm or Equivalent in quality	40 monthly	Monthly									
8	Wastepaper Bin clear plastics bags	80 bags Monthly	Monthly									

9	Furniture polish (Mr Min Furniture polish or Equivalent in quality)	8x 300ml monthly.	Mont hly									
10	Tile cleaner (Mr Muscle or Equivalent in quality)	20x750ml monthly	Mont hly									
11	Stainless Steel Cleaner and Polish (Silvo product or Equivalent in quality)	7x500ml monthly	Mont hly									
12	Toilet Cleaner (Harpic product or Equivalent in quality)	7x750ml monthly	Mont hly									
13	Addi's duster mops or equivalent in quality to be utilized	10 Twice a year	Twic e a year									
14	Addi's brooms or equivalent in quality to be utilized	10 Twice a year	Twic e a year									
15	Cleaning water Fred Double buckets or Equivalent in quality	10-yearly	Yearl y									
16	Addis click mop or Equivalent in quality	10 /yearl y	Yearl y									
17	Wall mounted Hand Sanitizer Dispenser ,supply and installation (once off), No touch, battery operated (Batteries, Approximate Size:	7x hand sanitizer, monthly	Once -off									

	Height: 360mm, Depth: 65mm, Width: 140mm.											
18	Refilling monthly. Service / Maintain at least once a month.	7x 2sets of batteries for hand sanitizer, monthly	Mont hly									
19	Replace batteries as and when required.	X16 2sets of batteries for hand sanitizer, monthly	Quar terly									
20	Refills for air fresheners First refill to be provided with installation. Refilling to last for the duration of the contract. Service / Maintain at least once a month.	X7	Mont hly									
21	Batteries and refills fully serviced by the service provider.	7x 2 set of batteries	Quar terly									
22	Wall mounted Safe Seat dispensers with sanitizer supply and installation of Safe Seats sanitizer dispensers. (once off). First refill to be	X13 Safe Seat dispenser s	Once -off									

	provided with installation.											
23	Refilling to last for the duration of the contract. Service / Maintain at least once a month. No touch, battery operated.	X13 Safe Seat refills.	Mont hly									
24	Batteries and refills fully serviced by the service provider	As per the number of batteries of dispenser .	Once off									
25	Pedal Bio-Hazard Bins Plastic in white colour Hospital Biohazard Pedal Bin Supply new bins (once off).leaning of bins (weekly basis)	11 SHE bins.	Once -off									
26	SHE bins Installation of bag liners (once a week). Treatment of liner in bin (once a week). Removal of used liners (once a week)	Weekly Service.	Wee kly									

27	Deep cleaning Offices, Floors, common areas, Hand basins, windows, showers, baths, sinks, Toilets, Urinals, Walls, doors, Waste area, office waste bins, Guardhouse. and wheelie bins.	SUM	Quar terly									

44. ANNEXURE B: TOTAL SERVICE COST INCLUDING ESCALATION

DESCRIPTION	YEAR 1	YEAR 2	YEAR 3
COST BREAKDOWN	R	R	R
		SUB-TOTAL EXCLUDING VAT	R
		VAT @ 15 %	R
		GRAND TOTAL (Year 1+ Year 2 + Year 3) *(INCLUSIVE OF VAT AND ALL APPLICABLE TAXES)*	R

NB!! GRAND TOTAL TO BE TRANSFERRED TO THE FORM OF OFFER (SBD 3.3)

Should there be discrepancy between SBD 3.3 and pricing schedule (BOQ), SBD 3.3 will supersede the pricing schedule.

45. ANNEXURE C :MINIMUM WAGE SCHEDULE

No.	ITEM	DESCRIPTION	AMOUNT
1	**Basic monthly wage cost**	R27,56 X 40 Hours per week 4,33 weeks	
	Hourly rate	Hourly rate	
	Daily rate	8 hours per day	
	Weekly wage cost	hourly wage x 40 hours (Week)	
2	**Leave provisions**		
	Annual leave	21 days per year	
	Sick leave	10 days per year	
	Family responsibility	3 days per year	
3	**Other: Employer contribution**		
	Provident fund	5,25% of monthly wage	
	Bonus	4.33 weeks for a full 12 months	
	UIF	1% of basic monthly wage	
	COID	1,6% of basic monthly wage.	
	Training levy	SDL=1%OF WAGE	
	Uniform	R1500 Per year	
	Severance pays	1,92%of basic monthly wage	
	Employee Medical examinations	R600 per annum	
4	**Monthly Labour cost (per1 x cleaner)**	A1+A2+A3	
5	**Total monthly labour cost (per total number of cleaners required.**	1	

TOTAL LABOUR COST FOR THE CONTRACT PERIOD OF ……. MONTHS (Including all required Cleaners including Supervisor) **R………….**	

I, ………………………………………………………………… hereby commit my company to pay my Employees according to the above-mentioned salary template

Signed by:…………………………………………

Full name:…………………………………………..

Capacity

IMPORTANT NOTICE
Bidders must not pay anything less than the approved labour rate to its Employees. Failure to comply will result in disqualification.
Random payslips will be requested from the cleaning personnel once contract is in place.
Include weekend and holidays where applicable on pricing schedule.

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

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.