



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

BID ADVERTISEMENT

DESCRIPTION	REQUIRED AT:	TENDER NO:	CLOSING DATE:
Bid for the appointment of a service provider to render Cleaning Services at the Department of Employment and Labour, Provincial Office: Gauteng (Central Cluster) for a period of thirty six (36) months. BRIEFING SESSION (NON-COMPULSORY) ON MICROSOFT TEAMS: Date: 24 June 2024 Time: 13:00pm to 15:00pm NB: The link to join the briefing session meeting is indicated on the downloadable bid document available on the National Treasury eTender portal and the Department of Employment and Labour website. The link will also be attached on a MS word downloadable document. BID DOCUMENTS: Bid Documents are attached for all prospective bidders to download on the Departmental Website and eTenders portal. BID DOCUMENTS TO BE DELIVERED IN THE BID BOX AT: Department of Employment and Labour: Provincial Office: Gauteng 77 De Korte Street Braamfontein, 2001.	Department of Employment and Labour, Provincial Office: Gauteng.	GP05-2024/2025	10 July 2024 at 11:00AM

BID ENQUIRIES:

Email: GPTenders@LABOUR.gov.za

Note: This email address is only for bid related enquiries. There will be no responses to emails, as indicated on the bid document, all enquiries will be responded to at the briefing session.

Initial & Surname: S. Hariparsad

Signature: 

Date: 28/05/2024

Initial & Surname: M. Takalo

Signature: 

Date: 28/05/2024



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

MINIMUM REQUIREMENT CONTRACT

FOR

CLEANING SERVICES AT (CENTRAL CLUSTER)

RANDBURG	VANDERBIJLPARK
GERMISTON	PRETORIA
NIGEL	JOHANNESBURG
SPRINGS	

RENDERING OF CLEANING SERVICES AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, PROVINCIAL OFFICE: GAUTENG (CENTRAL CLUSTER) FOR A PERIOD OF THIRTY SIX (36) MONTHS.

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1. SPECIFICATION/SCOPE OF WORK:**1.1 RENDERING OF CLEANING SERVICES AT RANDBURG LABOUR CENTRE.**

Office/Labour Centre: Randburg
 Address: Hillview Centre
 Corner Oak and Hill Street
 Ferndale, Randburg
 2125

Duration: 36 Months

Scope of work:

Description	Quantity/Size	Description	Quantity
Size of the office	919.39m ²	Storerooms	1
Number of offices	15	Server room	1
Number of Boardroom	1	Kitchen	1
Number of cubicles	15	Number of disability toilet cubicle (unisex)	1
Reception areas	1	Number of toilet rooms	5
Waiting areas	2	Number of toilet cubicles (including disability toilet)	13
Filing rooms	1	Number of urinals	4
Meeting/training rooms	1	Number of basins	10

Confirmed staff and clientele:

Number of staff on Labour Centre Establishment: 32

Estimated number of clients/visitors to the Labour Centre per month: +- 5000 (estimated per month)

Number of cleaners:

Two (2) cleaners is required on site, one (1) female and one (1) male 5 days a week. Service provider must ensure that cleaners are continuously monitored and visited onsite at least bi-weekly. Cleaner on leave should be replaced with temporary cleaner for duration of leave or sick leave at all times.

1.2 RENDERING OF CLEANING SERVICES AT GERMISTON LABOUR CENTRE.

Office/Labour Centre: Germiston
 Address: Standard Bank Towers
 247 President Street
 Germiston
 1401

Duration: 36 Months

Scope of work:

Description	Quantity/Size	Description	Quantity
Size of area to be cleaned	3448,32m2	Waiting Area	1
Number of floors with offices	5	Parking Area	20 Bays
Number of toilets (rooms)	12	Lifts (4 lifts currently)	4
Number of cubicles	28	Lift lobbies	5
Number urinals	9	Stair ways inside building	1
Number of basins	20	Computer server room	4
Toilets for people with a disability	6	Filing rooms	5
Number showers	0	Store rooms	8
Number of kitchens	5	Sliding filing cabinets	3
Meeting/boardrooms	2	Rooms for cleaners	2
Training/Computer room	2	Security room outside parking	1
Reception	2		

Confirmed staff and clientele:

Number of staff on Labour Centre Establishment: 176

Estimated number of clients/visitors to the Labour Centre per month: +- 8000 per month (estimated per month)

Number of cleaners:

Two (2) cleaners are required on site, one (1) female and one (1) male 5 days a week. Service provider must ensure that cleaners are continuously monitored and visited onsite at least bi- weekly. Cleaner on leave should be replaced with temporary cleaner for duration of leave or sick leave at all times.

1.3 RENDERING OF CLEANING SERVICES AT NIGEL LABOUR CENTRE.

Office/Labour Centre: Nigel
 Address: SARS Building
 Corner Fourth and Hendrik Verwoerd Streets
 Nigel
 1491

Duration: 36 Months

Scope of work:

Description	Quantity/Size	Description	Quantity
Size of the office	690m ²	Server room	1
Number of offices	12	Kitchen	1
Number of Frontline cubicles	7	Number of disability toilet cubicle (unisex)	1
Reception areas	1	Number of toilet rooms	5
Waiting areas	1	Number of toilet cubicles	6
Filing rooms	2	Number of urinals	1
Meeting/training rooms	2	Number of basins	6
Storerooms	2		

Confirmed staff and clientele:

Number of staff on Labour Centre Establishment: 43

Estimated number of clients/visitors to the Labour Centre per month: +- 1500 per month (estimated per month)

Number of cleaners:

Two (2) cleaners are required on site one (1) female and one (1) male 5 days a week. Service provider must ensure that cleaners are continuously monitored and visited onsite at least bi-weekly. Cleaner on leave should be replaced with temporary cleaner for duration of leave or sick leave at all times.

1.4 RENDERING OF CLEANING SERVICES AT SPRINGS LABOUR CENTRE.

Office/Labour Centre: Springs
 Address: 27 7th Street
 Expo Building 2nd Floor
 Springs CBD
 1559

Duration: 36 Months

Scope of work:

Description	Quantity/Size	Description	Quantity
Size of office	1021 m2	Kitchen	1
Number of offices	12	Number of disability toilets (male and female)	2
Number of cubicles	5	Number of toilet rooms	3
Reception areas	1	Number of toilet cubicles	12
Waiting areas	2	Number of urinals	3
Filing rooms	1	Number of basins	6
Meeting/training rooms	2	Staircase to office on 2 nd floor	1
Store rooms	1	Lift	1
Server room	1	Parking Bays	11

Confirmed staff and clientele:

Number of staff on Labour Centre Establishment: 27

Estimated number of clients/visitors to the Labour Centre per month: +- 3522 per month (estimated per month)

Number of cleaners:

Two (2) cleaners are required on site, one (1) female and one (1) male 5 days a week. Service provider must ensure that cleaners are continuously monitored and visited onsite at least bi- weekly. Cleaner on leave should be replaced with temporary cleaner for duration of leave or sick leave at all times.

1.5 RENDERING OF CLEANING SERVICES AT VANDERBIJLPARK LABOUR CENTRE.

Office/Labour Centre: Vanderbijlpark
 Address: Nashua Building
 64 Eric Louw Street
 Vanderbijlpark
 1911

Duration: 36 Months

Scope of work:

Description	Quantity/ Size	Description	Quantity
Size of office	515 m2	Number of disability toilets cubicles (unisex)	2
Number of offices	15	Number of toilet rooms	7
Number of cubicles	6	Number of toilet cubicles (excluding disability toilet)	5
Reception areas	1	Number of urinals	2
Waiting areas	1	Number of basins	7
Filing rooms	1	Lift lobby	1
Meeting/training rooms	1	Parking Bays	22
Store rooms	1		
Server room	1		
Kitchen	1		

Confirmed staff and clientele:

Number of staff on Labour Centre Establishment: 36

Estimated number of clients/visitors to the Labour Centre per month: +- 2900 per month (estimated per month)

Number of cleaners:

Two (2) cleaners are required on site, one (1) female and one (1) male 5 days a week. Service provider must ensure that cleaners are continuously monitored and visited onsite at least bi- weekly. Cleaner on leave should be replaced with temporary cleaner for duration of leave or sick leave at all times.

1.6 RENDERING OF CLEANING SERVICES AT PRETORIA LABOUR CENTRE.

Office/Labour Centre: Pretoria
 Address: 239 Nana Sita Street
 Pretoria
 0002

Duration: 36 Months

Scope of work:

Description	Quantity/Size	Description	Quantity
Size of area to be cleaned	9382,72m2	Lifts	3
Number of floors with offices	12	Lift lobbies (number of floors)	11
Number of toilets (rooms)	11	Stair ways inside building	3
Number urinals	48	Computer server room	1
Number of basins	83	Computer cabinet room	11
Toilets for people with a disability	5	Filing rooms	14
Number of kitchens	2	Basement	1
Meeting/boardrooms	4	Number of toilet cubicles	79
Training/Computer room	2	Sliding filing cabinets	1
Reception	1	Rooms for cleaners	2
Waiting Areas	3	1 st floor balcony	1
Parking area	80 bays	Storeroom	8

Confirmed staff and clientele:

Number of staff on Labour Centre Establishment: 297

Estimated number of clients/visitors to the Labour Centre per month: +- 9000 per month (estimated per month)

Number of cleaners:

Fourteen (14) cleaners, three (3) males and eleven (11) females including a supervisor are required on site 5 days a week. Service provider must ensure that cleaners are continuously monitored and visited onsite at least bi-weekly. Cleaner on leave should be replaced with temporary cleaner for duration of leave or sick leave at all times.

1.7 RENDERING OF CLEANING SERVICES AT JOHANNESBURG LABOUR CENTRE.

Office/Labour Centre: Johannesburg
 Address: 56 Main Street
 Marshalltown
 Johannesburg
 2001

Duration: 36 Months

Scope of work:

Description	Quantity/Size	Description	Quantity
Size of area to be cleaned	3448,32m2	Waiting Areas	2
Number of floors with offices	3	Parking area	20 bays
Number of toilets (rooms)	6	Lifts (out of 4 lifts 2 were allocated labour)	2
Number of cubicles	24	Lift lobbies	3
Number urinals	6	Stair ways inside building (left & right side)	2
Number of basins	19	Computer server room	4
Toilets for people with a disability	2	Filing rooms	5
1 st floor balcony	1	Store rooms	8
Number of kitchens	4	Sliding filing cabinets	3
Meeting / boardrooms	4	Rooms for cleaners	3
Training / Computer room	2	Security room outside parking	1
Reception	1	Security Room Ground Floor	1

Confirmed staff and clientele:

Number of staff on Labour Centre Establishment: 150

Estimated number of clients/visitors to the Labour Centre per month: +- 8000 per month (estimated per month)

Number of cleaners:

Six (6) cleaners males and females including a supervisor are required on site, 5 days a week. Service provider must ensure that cleaners are continuously monitored and visited onsite at least bi- weekly. Cleaner on leave should be replaced with temporary cleaner for duration of leave or sick leave at all times.

Work plan:

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

- The number of cleaners that will be employed.
- The work method/plan that will be followed for the execution of the contract.
- Working hours proposed for the cleaning staff should be included in the work plan.

Note:

A schedule of all duties to be carried out by the cleaning contractor, for the full contract period, should be included in the work plan, as requested above. The work plan document will form part of the Service Level Agreement between the Department of Employment and Labour and the appointed cleaning contractor. The Department of Employment and Labour will work strictly according to the work schedule and if tasks indicated on the work schedule are not performed on time that will constitute a breach of contract and penalties will be levied. Penalties will be negotiated and agreed on with the successful bidder at the beginning of the contract. No other duties will be performed by the cleaning staff.

Department of Employment and Labour, Provincial Office: Gauteng, official working hours:

The working hours of the Department of Employment and Labour, Provincial Office: Gauteng are from 7:30 to 16:00, Monday to Friday, excluding public holidays. Provisioning should be made for overtime when needed - for instance buffing of tiles and the washing of carpets that should be done after hours. An arrangement should be made with the office for any work that needs to be done after hours.

Cleaning Material and Equipment:

The contractor must supply SABS approved cleaning materials and chemicals for the rendering of the service. A list of SABS approved materials and Industrial equipment must also be provided to the Department of Employment and Labour, Provincial Office: Gauteng. Material Safety Data Sheet (MASDS) must be submitted before commencement of duties.

Cleaning material and equipment should include the following, but is not limited to:

Description of Cleaning material and Equipment required
Industrial vacuum cleaners x 2.
Refuse bags (Good quality).
Industrial buffing machine x 1 for the buffing passage floors (Buffing of tiles must be done after hours).
Washing of carpets (must be done after hours).
Toilet paper 2 ply, to be provided at all times.
Cleaning chemicals, SABS approved, for cleaning of toilets, floors etc.
Toilet Brushes x 1 per cubicle.
Gloves SABS approved, for each cleaner.
Brooms.
Stepladder 3-step x 2.

Mops.
Mop Trollies.
Feather Dusters 1.5m.
Polish, Non-slip for floors.
Stripper Non-ammoniac.
Warning signs for wet/slippy floors, available for all cleaners x 2 per cleaner.
Cleaning cloths.
Personal Protective Equipment (PPE).
Toilet cleaning sanitizers and detergents for daily cleaning.
Window, tile and mirror cleaning detergents.
IT equipment approved cleaning detergents.
Upholstery cleaning for boardroom chairs.

Duties of Cleaning Staff:

Building Entrance(s), Frontline and Passage area with tiles

- Glass doors must be washed daily, before 7:30 am.
- Polish (non-slip) tiled floors once a week.
- Tiled floors to be swept and mopped daily.
- Floors to be buffed once a week.

Offices, Cubicles, Boardrooms, Meeting Rooms and Store Rooms with carpets

- Passages and lobbies with carpets must be vacuumed daily.
- Offices, cubicles, boardrooms, meeting rooms and store rooms must be vacuumed three (3) times a week.
- All carpets must be washed once per quarter.

Offices, Cubicles, Boardrooms, Meeting Rooms and Store Rooms with tiled floors

- Tiled floors must be swept/vacuumed and mopped daily.
- Spillages must be attended to immediately.
- Floors must be buffed once a month.
- Dusting of plants once a week.

Offices:

Waste and Waste Paper Baskets

Empty all baskets twice a day, in mornings and afternoons and return where found. Collect waste in plastic bags and place at the indicated collecting points. Waste paper must be placed in bags supplied by the waste paper company, separated from other garbage. Dustbins must be emptied twice a day and always kept clean.

Furniture and Equipment

Dusting of filing rooms, cabinets, pedestals, filing cabinets, cupboards, bookcases, coffee tables, desks and other furniture, window sills, mirrors and notice boards daily. Polish furniture with approved polish once a week. Office chairs vacuumed weekly. Stains on office furniture (chairs) must be cleaned.

Telephone Instruments

Dust and wipe with damp cloth daily.

Computer Equipment, Televisions and Photocopiers

The items listed above must be cleaned on request, with the appropriate cleaning detergents, at least once a week, but always in the presence and with the consent of the occupant/manager.

Doors

Must be dusted weekly on the in and outside. Doorknobs and handles must be wiped daily with a damp cloth. If made of copper, chrome or brass, must be polished monthly.

Blinds

Must be dusted daily and vacuumed three (3) times a week.

Server Rooms

To be cleaned only on arrangement with the office and in the presence of an official of the state twice a month.

Kitchens

- The floors must be swept and moped twice a day.
- All appliances in the kitchen must be kept clean at all times.
- Basin, taps and splash-back must be kept clean at all times.

Toilets and Rest Rooms on the premises

- The floors must be swept with proper equipment that control dust and washed with water and detergent.
- Wash toilet seat, trough and toilet bowl with water and detergent.
- Wash both sides of seat and wipe dry.
- Wash basins to clean water pools.
- Provide sufficient toilet paper for toilets, hand paper towels and hand foam-soap daily.
- The toilet paper holder must be lockable.
- Toilets must be cleaned 2 times a day, 7:30, and 14:30.
- When there are meetings or training then toilets must be cleaned more than 2 times a day.
- A daily roster must be placed behind every door and must be signed by the cleaner and responsible cleaning supervisor after every cleaning session.
- The toilets, urinals and showers must be cleaned between 07:30 -16:00 daily. Rosters will be removed weekly by Department of Employment and Labour's official and kept on file for monitoring purposes.
- All mirrors must be wiped and cleaned daily.
- Wall tiles must be wiped and cleaned once a week.

Lighting

All fluorescent lights and light shades must be dusted once a week.

Stairways and Railing

Stairways must be swept daily and mopped every second day, surrounding walls washed when dirty and hand railings must be washed daily. Handrails must be wiped daily with a damp cloth and polished twice a month. Monitor stairs on a regular basis.

Lifts

Lifts lobbies must be cleaned daily. Also check for cleanliness inside lifts.

Windows and Window Sills

Window sills must be cleaned daily. Aluminum, copper and chromed window latches and sliding surfaces must be polished once a week. Windows must be washed inside on a quarterly basis.

Parking and Basement Area

Parking and basement areas must be kept clean.

Walls

Walls must be dusted when and where necessary with a soft duster that will not damage the paint surfaces.

Store Rooms

Store rooms must be cleaned once a month.

Security Identification

The Service Provider must supply the employees with a photo identification card or their uniforms must have a Companies' badge and name on it. The employees should at all times be identifiable. The card must be worn so as to be visible at all times whilst on the premises of the State. A list of names of all employees, who are to be employed on this contract, as well as their replacements, must be furnished beforehand to the Department of Employment and Labour official.

2. CONTRACT CONDITIONS

2.1 Routine Activities in Offices

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

2.2 Workmanship and Material

- All work must be of a high standard and executed to the satisfaction of the Department. All material must be SABS approved.

2.3 Fire Extinguishers

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

2.4 Toilet Cisterns and Dressing Rooms

- The tending of toilets and dressing rooms shall, as far as possible, be at times agreed upon or when necessary.

2.5 Unacceptable Cleaning Agents

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

2.6 Machines and Equipment

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

2.7 Warning Signs

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

2.8 Inflammable and Poisonous Substances

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

2.9 Liability

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

2.10 Damage Compensation

- The contractor will be held responsible for any damage or thefts that may be caused, to the premises or contents, by him/her or his/her employees or be due to their neglect, whether in the normal execution of their

duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the contractor.

- In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the service, the contractor undertakes to rectify the damage within thirty (30) days to the satisfaction of the State. If the contractor fails to rectify the damage within thirty (30) days, after notification, the State will rectify the damage(s) and the costs thereof will be recovered from any moneys due to the contractor.

2.11 Arbitration

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

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

2.12 Conditions in Respect of the Personnel of the Contractor

- The personnel of the contractor will have access to all areas, subject to other stipulations in this contract, to render the service. If the service is not rendered in that specific area at a given time, access to that area is forbidden.
- Each member of the contractor's personnel must submit a trade health certificate at the start of the cleaning service and it must be revised annually at the request of the contract person.

- Without prejudice to the contractor's responsibility to select his/her personnel before employment, the State will at all times have the right to point out staff members of the contractor who is considered a safety, health or security risk or undesirable in which case the contractor will be requested not to utilize such person(s) any longer to honor his/her obligations in terms of this agreement.
- In such a case the contractor will immediately comply with the request and the contractor will not (as a result of such a request) be entitled to bring a claim for loss or damage against the State and the contractor indemnifies the State against any claim from the employee concerned.

2.13 Unspecified Services

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

2.14 Payments

- Payment will be made monthly on submission of an invoice. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Invoices cannot be certified as correct before the work has been properly performed, that is certification can only take place after the last working day of the month during which the service was rendered. Payment will be made within 30 days after receipt of the correct invoice. N.B. Payments to the employees of the contractor are not the responsibility of the Department; the contractor should not rely on the department to pay its employees.

2.15 Contingencies regarding external impacting factors

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

2.16 Termination and/or Withdrawal

- In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the National Treasury's General Conditions of Contract (Practice note dated July 2012) note number 26 will be applicable.
- The State reserves the right to withdraw any part(s) of the premises or the premises as a whole from the service, with three months written notification to the contractor. Should a part of the premises be withdrawn from the contract, the contract amount will be adjusted pro-rata from date of withdrawal. The contractor will be entitled to payment up to the date of withdrawal, but will not be entitled to any compensation or damages as a result of the withdrawal or termination.
- Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force majeure (vis major) the State will, in its discretion, determine which part(s) of the premises cannot or should not be put to further use for the original utilization and in respect of the unusable part(s) of the premises. The parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favor of the one party against the other shall result therefrom. In respect of the remaining part(s) of the premises that will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change. When the damaged premises have been repaired, the State can request the contractor to resume the cleaning service with one

month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

3. CONDITIONS OF BID

3.1 Bidders must furnish the following information per annexure regarding their company as part of the bid:

- Number of staff currently employed, divided into:
 - Management personnel
 - Supervisors; and Cleaners (Both full time and part time)
- Address of Head Office.
- Addresses of regional offices/branches.
- Date from when the company commenced to render cleaning services.
- Details of current and completed cleaning contracts over the past five years, e.g. names of clients, contract period and value, and the names and telephone numbers of the persons with who contact can be made for reference purposes.
- The projected expenditure plan on how the company will manage the project for the 36 months period.
- Names, postal address(s) and telephone number(s) of bankers and the name of the contact person where financial enquiries may be answered.
- Insurance: The contractor must arrange the necessary insurance policy for public liability with a reputable insurance company and submit documentary proof that such policy is in effect. The amount the firm is insured for against public liability and the name and address of the relevant insurance company as well as the policy number.
- The name, identity numbers and street addresses of all partners must be indicated where persons, who are a partnership or a company comprising a partnership, tender.
- Supervision: Bidders must give the assurance that all workers will be under proper supervision. Any liaison in regard to daily needs will be through the supervisor and not directly with the workers.

4. EVALUATION AND SELECTION CRITERIA

4.1 The Department of Employment and Labour, Provincial Office: Gauteng, has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

PHASES	DESCRIPTION	APPLICABLE FOR THIS BID
Phase 1	Administrative Pre-qualification requirements	YES
Phase 2	Evaluation on functionality	YES
Phase 3	Evaluation on Price and Specific Goals	YES

N.B: The bidder must qualify for each phase to be eligible to proceed to the next stage of the evaluation.

4.1.1 PHASE 1 - ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if Department of Employment and Labour, Provincial Office: Gauteng, is unable to verify whether the pre-qualification requirements are met, then the Department reserves the right to:

- Reject the bid and not evaluate it, or
- Accept the bid for evaluation, on condition that the bidder must submit within seven (7) working days, any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

(a) Service providers must be registered with the Central Supplier Database (CSD), and must have a corresponding commodity with the advertised Bid. If the relevant commodity is not registered on CSD the bid will be disqualified. Service providers are required to attach their latest detailed CSD report upon submission of their bid.

(b) The total bidding price must be written correctly and in full on all required SBD forms.

(c) The bidder must submit a detailed quotation (pricing schedule), using own template on a company letter head, whereby all pricing is clearly legible, broken down per year and accurately calculated with correct totals. Failure to do so, will invalidate the bid.

(d) Bidders must ensure that the quotation total price is **firm** throughout the duration of the contract by indicating so, on Standard Bidding Document 3 (SBD3). Failure to do so, will invalidate the bid.

(e) Completed and signed Standard Bidding Documents (SBD forms).

(f) Certified ID copies of company members and shareholders at the point of submission.

(g) A resolution letter from the Board of Directors for authority of signatory with the ID number of the appointee must be submitted with the bid (certified copy of ID of authorized appointee must be attached).

(h) No late bids shall be accepted.

(i) Bids should be held valid for a period of **120 days** from the closing date of the advert.

(j) Bidders must attach a valid Tax-Clearance certificate.

4.1.2 PHASE 2: EVALUATION ON FUNCTIONALITY

NB: (BIDDERS MUST SCORE 70/100 POINTS OR MORE IN ORDER TO QUALIFY TO MOVE TO THE THIRD PHASE OF EVALUATION)

CRITERIA	DESCRIPTION	POINTS										
Methodology	- Provide details of your company structure as follows: - Organogram of the company (5) - Breakdown of the quantity of key personnel (5) - Provide a detailed operational plan on the service/scope of work/task that will be executed (10)	20										
Experience in terms of verifiable references	- The bidder must have relevant years of experience in the cleaning services industry and will be allocated points accordingly:<table><tr><th>Years of Experience</th><th>Points allocated</th></tr><tr><td>0 — 2 years relevant experience</td><td>(5)</td></tr><tr><td>3 — 4 years relevant experience</td><td>(10)</td></tr><tr><td>5 — 6 years relevant experience</td><td>(15)</td></tr><tr><td>7 and above years relevant experience</td><td>(20)</td></tr></table> N.B: - The Bidder must provide proof, in the form of reference letter(s) confirming that the Bidder has performed cleaning services. - The Letter must be on a letterhead, contain the duration of the contract and must include a contact person and contact details (telephone number and email). The letter(s) must not be older than 3 months as at the date of submission of the tender document. - The reference letter(s) must be in the form of individual letter(s) from the respective previous and current clients.	Years of Experience	Points allocated	0 — 2 years relevant experience	(5)	3 — 4 years relevant experience	(10)	5 — 6 years relevant experience	(15)	7 and above years relevant experience	(20)	20
Years of Experience	Points allocated											
0 — 2 years relevant experience	(5)											
3 — 4 years relevant experience	(10)											
5 — 6 years relevant experience	(15)											
7 and above years relevant experience	(20)											
Financial Capacity	Provide latest six (6) months stamped bank statements with a positive bank balance with no bank overdraft.											

	R800 000 - R1 000 000 > (20)	
	R500 000 - R 799 999.99 (15)	
	R250 000 - R 499 999.99 (10)	
	and:	30
	▪ Bank Grading Letter – Stamped:	
	Category A to B - (10)	
	Category C to D - (5)	
	Category E to F - (2)	
	Category G to H - (1)	
Resources and Equipment	▪ Provide a detailed list of appropriate resources and equipment according to the specifications to execute the required services. (10) ▪ Attach one vehicle registration certificate under the company name. (6) ▪ Pictures of staff in company uniform using at least seven equipment items according to the specification. (14)	30
TOTAL POINTS		100

4.1.3 PHASE 3: EVALUATION ON PRICE AND SPECIFIC GOALS

According to the Preferential Procurement Regulations, 2022. The applicable preference point system for this tender is the **80/20** preference point system. The points for Price and Specific Goals will be consolidated as follows:

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

POINTS AWARDED FOR PRICE: THE 80/20 PREFERENCE POINT SYSTEM:

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

$$Ps = 80(1 - (Pt - Pmin) / (Pmin))$$

Where:

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

POINTS AWARDED FOR SPECIFIC GOALS:

A maximum of 20 points is allocated for **Specific goals** for the tender and points claimed are indicated per Table 1 below:

Table 1

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage Ownership of Equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman	5		
Promotion of SMME's	5		
Historical Disadvantaged Individuals (HDI)	4		
Disabled	3		
Locality	3		
Total points	20		

Note to tenderers: The tenderer must indicate the percentage/points they are claiming for each Specific Goal and indicate the total (Tenderer to complete all areas coloured in grey).

Tenderers who wish to claim points in terms of table 1 above must provide proof for each point claimed as guided below:

- **Women:** Attach a copy of Identity Document (ID) and company registration document.
- **Promotion of SMME's:** Attach copy of detailed Central Suppliers Database (CSD) report indicating annual turnover of Ten Million Rand (R10 000 000-00) or less.
- **HDI:** Attach a copy of Identity Document (ID) and company registration document.
- **Disabled:** Attach a certified copy or original Doctors letter confirming the disability.
- **Locality:** Attach latest municipal bill (within 3 months) or valid lease agreement, as proof of business residency within Gauteng.

5. LEGISLATION REQUIREMENTS/LEGAL REQUIREMENTS OF THE CONTRACT:

5.1 Bidder/s shall comply with all applicable Labour legislation e.g. the Occupational Health and Safety Act, Basic Conditions of Employment Act (BCEA), Minimum Wage Act, Unemployment Insurance Contributions Act and the Compensation for Occupational Injuries and Diseases Act.

5.2 The Department will conduct a labour legislation inspection to ensure compliance with all the labour laws including Security Vetting and compliance in terms of the Sectoral Determination 1.

5.3 The Department also reserves the right to cancel an award should the service provider be found to be non-compliant to security vetting and labour laws.

6. OTHER CONDITIONS:

- 6.1 If there is a tie between the bidders, then applicable SCM policies, Practice Notes, Circulars and Regulations will be applied to determine the successful bidder.
- 6.2 The successful bidder will be required to sign a Service Level Agreement (SLA) and a contract, of which, the bidder will be monitored closely during the duration of contract for compliance to all specifications, scope of work and legislation requirements. If found non-compliant, the contractual agreement may be canceled by the department.

7. BRIEFING SESSION

- 7.1 A non-compulsory briefing session will be held:

Date: 24 June 2024

Time: 13:00pm to 15:00pm

Location: MS Teams Link (simply copy the link below and paste to your internet browser):

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTdkMGE0NzMtM2VhMi00ODJkLTk5MDYtMmFmOGU4ZGNmNmNi%40thread.v2/0?context=%7b%22Tid%22%3a%2292734585-7677-4026-9355-742c60c1da67%22%2c%22Oid%22%3a%228e88816c-d8f3-4245-804f-723534277604%22%7d

- 7.2 The purpose will be to clarify (summarize) to the bidder(s) the scope and extent of work to be executed as well as assistance regarding the completion of Standard Bidding Documents (SBD's).

8. SUBMISSION OF BID DOCUMENTS

- 8.1 Bids must be submitted physically in a sealed envelope to:

The Department of Employment and Labour
Provincial Office: Gauteng
77 De Korte Street
Braamfontein

- 8.2 Bids must be submitted to the correct physical address and within the stipulated date and time as specified in Standard Bidding Document (SBD1), Section A, "Invitation to Bid" cover page.
- 8.3 Bids must be submitted as one (1) original document (pack).
- 8.4 Bids must be submitted in the correct tender box which will be clearly labeled.

9. CLOSURE DETAILS OF BID

- 9.1 Closing date and time of this bid is the **10 July 2024 @ 11h00am.**
- 9.2 No bid document will be accepted after the specified date and time.

10. CONTACT DETAILS FOR BID ENQUIRIES

- 10.1 Enquiries must be directed via e-mail and will only be responded to at the briefing session, thereafter no enquiries will be entertained.
- 10.2 Enquiries may be directed as follows:
- Via email to: GPtenders@LABOUR.gov.za

11. STANDARD BID DOCUMENT (SBD) FORMS FOR COMPLETION BY TENDERER

- 11.1 Standard Bid Document (SBD) 1 – Invitation to Bid
- 11.2 Standard Bid Document (SBD) 3.1 – Pricing Schedule for Firm Prices (Purchases)
- 11.3 Standard Bid Document (SBD) 4 – Bidder's Disclosure
- 11.4 Standard Bid Document (SBD) 6.1 – Preferential Points Claim Form in terms of the Preferential Procurement Regulations of 2022.

Note: All Standard Bid Document (SBD) forms are attached at the end of this document and need to be fully completed by the bidder.

12. GENERAL CONDITIONS OF CONTRACT

- 12.1 The General Conditions of Contract for Government Procurement need to be read in its entirety and understood fully when submitting a bid.

Note: The General Conditions of Contract are attached at the end of this document.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	GP05-2024/2025	CLOSING DATE:	10 JULY 2024	CLOSING TIME:	11:00AM
DESCRIPTION	RENDERING OF CLEANING SERVICES AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, PROVINCIAL OFFICE: GAUTENG (CENTRAL CLUSTER) FOR A PERIOD OF THIRTY SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE DEPARTMENT OF EMPLOYMENT AND LABOUR: PROVINCIAL OFFICE: GAUTENG (GROUND FLOOR)					
77 DE KORTE STREET					
BRAAMFONTEIN					
2001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	-	CONTACT PERSON	-		
TELEPHONE NUMBER	-	TELEPHONE NUMBER	-		
FACSIMILE NUMBER	-	FACSIMILE NUMBER	-		
E-MAIL ADDRESS	GPtenders@LABOUR.gov.za	E-MAIL ADDRESS	GPtenders@LABOUR.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:

PRICING SCHEDULE – FIRM PRICES
(GENERAL SERVICES)

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

NAME OF BIDDER:	BID NO.: GP05-2024/2025
CLOSING TIME: 11:00AM	CLOSING DATE: 10 JULY 2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1.	Required by:	
	At:	
2.	Bidders are required to indicate a total price based on the total contract period and including all expenses inclusive of all applicable taxes for the service:	R.....
3.	Does offer comply with specification?	YES / NO (Please circle your selection)
4.	Period required for commencement with project after acceptance of bid:	
5.	Are the rates quoted firm for the full period of contract?	YES / NO (Please circle your selection)

PRICING SCHEDULE BREAKDOWN AS FOLLOWS:

YEAR 1:	
YEAR 2:	
YEAR 3:	
GRAND TOTAL INCLUDING VAT:	

Note to bidders: Full pricing schedule must be attached to the bid.

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

SBD4

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **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	
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman	N/A	5	N/A	
Promotion of SMME's	N/A	5	N/A	
HDI	N/A	4	N/A	
Disabled	N/A	3	N/A	
Locality	N/A	3	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

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
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, 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.

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |

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 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.