



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

**MINIMUM REQUIREMENTS FOR THE APPOINTMENT TO
RENDER
HYGIENE SERVICE AT THE FOLLOWING OFFICES**

MOKOPANE LABOUR CENTRE
MODIMOLLE LABOUR CENTRE
GROBLERSDAL LABOUR CENTRE
LEBOWAKGOMO LABOUR CENTRE
THOHOYANDOU LABOUR CENTR
GIYANI LABOUR CENTRE
PHALABORWA LABOUR CENTRE



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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 Hygiene Service at the Department of Employment and Labour: Thohoyandou Labour Centre, Giyani Labour Centre, Phalaborwa Labour Centre, Lebowakgomo Labour Centre, Mokopane Labour Centre, Modimolle Labour Centre, Groblersdal Labour Centre) for a period of twenty-four (24) months. BID DOCUMENTS: Bid Documents are attached for all prospective bidders to download on the Departmental Website and e-Tender portal. BID DOCUMENTS TO BE DELIVERED IN THE BID BOX AT: Department of Employment and Labour: Provincial Office: Limpopo 42A Schoeman Street Polokwane	Department of Employment and Labour, Thohoyandou Labour Centre, Giyani Labour Centre, Phalaborwa Labour Centre, Lebowakgomo Labour Centre, Mokopane Labour Centre, Modimolle Labour Centre, and Groblersdal Labour Centre	LP01-2025/2026	25 February 2025 Time: 11h00am



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Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

RENDERING HYGIENE SERVICES AT MAKHADO LABOUR CENTER, MOKOPANE LABOUR CENTRE, LEBOWAKGOMO LABOUR CENTRE, GROBLERSDAL LABOUR CENTRE, GIYANI LABOUR CENTRE, PHALABORWA LABOUR CENTRE AND THOHOYANDOU LABOUR CENTRE FOR A PERIOD OF 24 MONTHS

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SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.



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Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

MINIMUM REQUIREMENTS FOR CONTRACT HYGIENE SERVICES

LIM01-2025/2026

Modimolle Labour Centre
Mokopane Labour Centre
Lebowakgomo Labour Centre
Groblersdal Labour Centre
Giyani Labour Centre
Phalaborwa Labour Centre
Thohoyandou Labour Centre

DURATION: 24 MONTHS

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

1. SPECIFICATIONS

1.1 SPECIFICATION FOR RENDERING OF CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, MODIMOLLE LABOUR CENTRE.			
PHYSICAL ADDRESS		84 Limpopo street Modimolle, 0510	
Number of employees:	35	Visitors (average per day):	60
Size of area to be cleaned:	411m ²		
Number of floors	1		
SCOPE OF CLEANING AND HYGIENE			
Number of restrooms			
• Male - staff	1		
• Male - public	1		
• Cubicles	3		
• Urinals	3		
• Female - staff	1		
• Female - public	1		
• Cubicles	3		
• Unisex) - public	0		
• People with disability	0		
• Kitchen	1		

MONTHLY QUANTITIES OF CLEANING MATERIALS TO BE PROVIDED FOR MODIMOLLE LABOUR CENTRE	
CLEANING MATERIALS	
Double ply toilet paper (500 sheets)	96 rolls
Plastic refuse bags for office, kitchen and parking dust bins(20 units per packet)	2 packet
Emerald Green all-purpose gel (pH: 7.0-8.0)	5 litre x 1
Ammoniated cream cleaner	5 litre x 1
Toilet bowl cleaner	5 litre x 2
Thick bleach	5 litre x 1
Dish washing liquid soap	750ml x 2
Liquid furniture polish	750 x 1
Dish washing sponge	4
Dust cloth	2
Tile cleaner	5 litre x 1
Toilet brushes (must be replaced every 6 months)	5

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

.QUANTITIES OF HYGIENE EQUIPMENT AND MATERIALS TO BE PROVIDED FOR MODIMOLLE LABOUR CENTRE		
ITEM DESCRIPTION	TOTAL Quantity Equipment Required	SERVICE FREQUENCY
Hands free hand sanitizer holder with refill (70% alcohol)	2	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand soap dispenser with refill	4	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Air freshener holders Dispenser with refill (motion sensor)	5	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand towel (paper) dispensers – Replenishment (150m roll)	5	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

Automatic urinal dispenser drip with refill	3	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Install Toilet Auto sanitizers (drip) with refill	8	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Toilet seat sanitiser dispenser with refill	8	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
She Bin Pedal 22 litre (with disposable plastics for sanitary products)	2	➤ Weekly day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deodorizing Urinal Mats	6	➤ 30 Days Services
Lockable toilet Roll holders (3 holders)	8	➤ Toilet Roll holders installed and maintained

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

		➤ Installation and maintenance must be included in the quotation
Toilet Wall Bin	2	➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deo blocks (container)	1kg x 1	Monthly

1.2 SPECIFICATION FOR RENDERING OF CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, MOKOPANE LABOUR CENTRE.

PHYSICAL ADDRESS	52 Rabe Street, Mokopane		
Number of employees:	25	Visitors (average per day):	140
Size of area to be cleaned:	612.70m ²		
Number of floors	1		
SCOPE OF CLEANING AND HYGIENE			
Number of restrooms			
• Male - staff	1		
• Male - public	1		
• Cubicles	4		
• Urinals	4		
• Female - staff	2		
• Female - public	2		
• Cubicles	4		
• Unisex) - public	0		
• People with disability	1		
• Kitchen	1		

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

MONTHLY QUANTITIES OF CLEANING MATERIALS TO BE PROVIDED FOR MOKOPANE LABOUR CENTRE	
CLEANING MATERIALS	
Double ply toilet paper (500 sheets)	96 rolls
Plastic refuse bags for office, kitchen and parking dust bins(20 units per packet)	2 packet
Emerald Green all-purpose gel (pH: 7.0-8.0)	5 litre x 1
Ammoniated cream cleaner	5 litre x 1
Toilet bowl cleaner	1 litre x 1
Thick bleach	1 litre x 1
Dish washing liquid soap	1 litre x 1
Liquid furniture polish	750 ml spray cans x 1
Dish washing cloth	2
Dish washing sponge	4
Dust cloth	2
Tile cleaner	5 litre x 1
Toilet brushes (must be replaced every 6 months)	9

QUANTITIES OF HYGIENE EQUIPMENT AND MATERIALS TO BE PROVIDED FOR MOKOPANE LABOUR CENTRE		
ITEM DESCRIPTION	<u>TOTAL</u> Quantity Equipment Required	SERVICE FREQUENCY
Hands free hand sanitizer holder with refill	2	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand soap dispenser with refill	5	➤ 30 day services. ➤ Dispensers to be installed and maintained.

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

		➤ Installation and maintenance must be included in the quotation
Air freshener holders Dispenser with refill (motion sensor)	6	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand towel (paper) dispensers – Replenishment (150m roll)	6	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Automatic urinal dispenser drip with refill	4	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Install Toilet Auto sanitizers (drip) with refill	9	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Toilet seat sanitiser dispenser with refill	9	➤ 30 day services. ➤ Dispensers to be installed and maintained.

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

		➤ Installation and maintenance must be included in the quotation - Batteries have to be replaced as an when required
She Bin Pedal 22 litre (with disposable plastics for sanitary products)	5	➤ Weekly services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deodorizing Urinal Mats	8	➤ 30 Days Services
Lockable toilet Roll holders (3 holders)	9	➤ Toilet Roll holders installed and maintained ➤ Installation and maintenance must be included in the quotation
Toilet Wall Bin	2	➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deo blocks (container)	1kg x 1	Monthly

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

1.3 SPECIFICATION FOR RENDERING OF CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, LEBOWAKGOMO LABOUR CENTRE.

PHYSICAL ADDRESS		Magistrate's Complex, Lebowakgomo	
Number of employees:	25	Visitors (average per day):	140
Size of area to be cleaned:			
Number of floors	2		
SCOPE OF CLEANING AND HYGIENE			
Number of restrooms			
• Male - staff	1		
• Male - public	0		
• Cubicles	2		
• Urinals	0		
• Female - staff	0		
• Female - public	0		
• Cubicles	0		
• Unisex) - public	1		
• People with disability	0		
• Kitchen	1		

MONTHLY QUANTITIES OF CLEANING MATERIALS TO BE PROVIDED FOR LEBOWAKGOMO LABOUR CENTRE

CLEANING MATERIALS	
Double ply toilet paper (500 sheets)	96 rolls
Plastic refuse bags for office, kitchen and parking dust bins(20 units per packet)	2 packet
Emerald Green all-purpose gel (pH: 7.0-8.0)	5 litre x 1
Ammoniated cream cleaner	750ml x 1
Toilet bowl cleaner	750ml x 1
Thick bleach	750ml x 2
Dish washing liquid soap	750ml x 1
Liquid furniture polish	750 ml spray cans x 2
Dish washing cloth (100% cotton 300g)	2
Dish washing sponge	2
Dust cloth	2
Tile cleaner	5 litre x1
Tile Polish	1
Toilet brushes (must be replaced every 6 months)	1

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

QUANTITIES OF HYGIENE EQUIPMENT AND MATERIALS TO BE PROVIDED FOR LEBOWAKGOMO LABOUR CENTRE		
ITEM DESCRIPTION	<u>TOTAL</u> Quantity Equipment Required	SERVICE FREQUENCY
Hands free hand sanitizer holder with refill	2 with stand no drilling	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand soap dispenser with refill	1 with stand no drilling	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Air freshener holders Dispenser with refill (motion sensor)	2	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand towel (paper) dispensers – Replenishment (150m roll)	2	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Install Toilet Auto sanitizers (drip) with refill	1	➤ 30 day services. ➤ Dispensers to be installed and maintained.

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

		➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Toilet seat sanitizer dispenser with refill	1	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation - Batteries have to be replaced as an when required
She Bin Pedal 22 litre (with disposable plastics for sanitary products)	1	➤ Weekly services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deodorizing Urinal Mats	1	➤ 30 Days Services
Lockable toilet Roll holders (3 holders)	1	➤ Toilet Roll holders installed and maintained ➤ Installation and maintenance must be included in the quotation
Toilet Wall Bin	1	➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deo blocks (container)	1kg x 1	Monthly

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

1.4 SPECIFICATION FOR RENDERING OF CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, GROBLERSDAL LABOUR CENTRE.			
PHYSICAL ADDRESS		1 Second Avenue, Groblersdal	
Number of employees:	25	Visitors (average per day):	160
Size of area to be cleaned:	612.70m ²		
Number of floors	1		
SCOPE OF CLEANING AND HYGIENE			
Number of restrooms			
• Male - staff		2	
• Male - public		1	
• Cubicles		2	
• Urinals		2	
• Female - staff		2	
• Female - public		3	
• Cubicles		5	
• Unisex) - public		0	
• People with disability		1	
• Kitchen		1	

MONTHLY QUANTITIES OF CLEANING MATERIALS TO BE PROVIDED FOR GROBLERSDAL LABOUR CENTRE	
CLEANING MATERIALS	
Double ply toilet paper (500 sheets)	120 rolls
Plastic refuse bags for office, kitchen and parking dust bins(20 units per packet)	2 packet
Emerald Green all-purpose gel (pH: 7.0-8.0)	5 litre x 1
Ammoniated cream cleaner	5 litre x 1
Toilet bowl cleaner	5 litre
Thick bleach	5 litre x 1
Dish washing liquid soap	750ml x 1
Liquid furniture polish	750 ml spray cans x 2
Dish washing cloth	2
Dish washing sponge	2
Dust cloth	2
Tile cleaner	5 litre x 1
Toilet brushes (must be replaced every 6 months)	9

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

QUANTITIES OF HYGIENE EQUIPMENT AND MATERIALS TO BE PROVIDED FOR GROBLERSDAL LABOUR CENTRE		
ITEM DESCRIPTION	<u>TOTAL</u> Quantity Equipment Required	SERVICE FREQUENCY
Hands free hand sanitizer holder with refill	2	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand soap dispenser with refill	5	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Air freshener holders Dispenser with refill (motion sensor)	6	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand towel (paper) dispensers – Replenishment (150m roll)	6	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Automatic urinal dispenser drip with refill	2	➤ 30 day services. ➤ Dispensers to be installed and maintained.

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

		➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Install Toilet Auto sanitizers (drip) with refill	9	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Toilet seat sanitiser dispenser with refill	9	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
She Bin Pedal 22 litre (with disposable plastics for sanitary products)	6	➤ Weekly services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deodorizing Urinal Mats	4	➤ 30 Days Services
Lockable toilet Roll holders (3 holders)	9	➤ Toilet Roll holders installed and maintained ➤ Installation and maintenance must be included in the quotation
Toilet Wall Bin	2	➤ Dispensers to be installed and maintained.

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

		➤ Installation and maintenance must be included in the quotation
Deo blocks (Container)	1kg x 1	Monthly

1.5 SPECIFICATION FOR RENDERING OF CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, GIYANI LABOUR CENTRE.

PHYSICAL ADDRESS	Old Government Building, Giyani Main Road, Giyani		
Number of employees:	20	Visitors (average per day):	300
Size of area to be cleaned:	400m ²		
Number of floors	1		
SCOPE OF CLEANING AND HYGIENE			
Number of restrooms	2		
• Male - staff	1		
• Male - public	0		
• Cubicles	2		
• Urinals	3		
• Female - staff	1		
• Female - public	0		
• Cubicles	0		
• Unisex) - public	0		
• People with disability	0		
• Kitchen	1		

MONTHLY QUANTITIES OF CLEANING MATERIALS TO BE PROVIDED FOR GIYANI LABOUR CENTRE

CLEANING MATERIALS	
Double ply toilet paper (500 sheets)	100 rolls
Plastic refuse bags for office, kitchen and parking dust bins(20 units per packet)	2 packet
Emerald Green all-purpose gel (pH: 7.0-8.0)	5 litre x1
Ammoniated cream cleaner	5 litre x1
Toilet bowl cleaner	5 litre x1
Thick bleach	5 litre x1
Dish washing liquid soap	750m x1
Liquid furniture polish	2

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

Liquid window cleaner 750ml (must be supplied once for the duration of the contract)	750mx4 (once off)
Dish washing sponge	2
Dust cloth	4
Tile cleaner	5 litre x 1
Toilet brushes (must be replaced every 6 months)	6

QUANTITIES OF HYGIENE EQUIPMENT AND MATERIALS TO BE PROVIDED FOR GIYANI LABOUR CENTRE		
ITEM DESCRIPTION	TOTAL Quantity Equipment Required	SERVICE FREQUENCY
Hands free hand sanitizer holder with refill	2	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand soap dispenser with refill	2	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Air freshener holders Dispenser with refill (motion sensor)	3	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand towel (paper) dispensers – Replenishment (150m roll)	3	➤ 30 day services.

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

		➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Automatic urinal dispenser drip with refill	3	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Install Toilet Seat Auto sanitizers (drip) with refill	4	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Toilet seat sanitiser dispenser with refill	4	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation - Batteries have to be replaced as an when required
She Bin Pedal 22 litre (with disposable plastics for sanitary products)	1	➤ Weekly services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deodorising Urinal Mats	6	➤ 30 Days Services

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

Lockable toilet Roll holders (3 holders)	4	➤ Toilet Roll holders installed and maintained ➤ Installation and maintenance must be included in the quotation
Toilet Wall Bin	2	➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deo blocks (Container)	1kg x 1	Monthly

1.6 SPECIFICATION FOR RENDERING OF CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, PHALABORWA LABOUR CENTRE.

PHYSICAL ADDRESS	Potgieter Street,1390 Phalaborwa.		
Number of employees:	25	Visitors (average per day):	160
Size of area to be cleaned:	612.70m ²		
Number of floors	1		
SCOPE OF CLEANING AND HYGIENE			
Number of restrooms			
• Male - staff	1		
• Male - public	1		
• Cubicles	4		
• Urinals	3		
• Female - staff	1		
• Female - public	1		
• Cubicles	7		
• Unisex) - public	1		
• People with disability	1		
• Kitchen	1		

MONTHLY QUANTITIES OF CLEANING MATERIALS TO BE PROVIDED FOR PHALABORWA LABOUR CENTRE

CLEANING MATERIALS	
Double ply toilet paper (500 sheets)	120 rolls

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

Plastic refuse bags for office, kitchen and parking dust bins(20 units per packet)	2 packet
Emerald Green all-purpose gel (pH: 7.0-8.0)	5 litre x 1
Ammoniated cream cleaner	750ml x 2
Toilet bowl cleaner	5 litre x 1
Thick bleach	5 litre x 1
Dish washing liquid soap	750ml x 1
Liquid furniture polish	750 ml spray cans x 2
Dish washing cloth	2
Dish washing sponge	2
Dust cloth	2
Tile cleaner	5 litre x 1
Toilet brushes (must be replaced every 6 months)	12

QUANTITIES OF HYGIENE EQUIPMENT AND MATERIALS TO BE PROVIDED FOR PHALABORWA LABOUR CENTRE		
ITEM DESCRIPTION	<u>TOTAL</u> Quantity Equipment Required	SERVICE FREQUENCY
Hands free hand sanitizer holder with refill	3	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand soap dispenser with refill	5	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Air freshener holders Dispenser with refill (motion sensor)	6	➤ 30 day services. ➤ Dispensers to be installed and maintained.

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

		➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand towel (paper) dispensers – Replenishment (150m roll)	6	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Automatic urinal dispenser drip with refill	3	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Install Toilet Auto sanitizers (drip) with refill	12	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Toilet seat sanitiser dispenser with refill	12	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation - Batteries have to be replaced as an when required

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

She Bin Pedal 22 litre (with disposable plastics for sanitary products)	3	➤ Weekly services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deodorizing Urinal Mats	3	➤ 30 Days Services
Lockable toilet Roll holders (3 holders)	12	➤ Toilet Roll holders installed and maintained ➤ Installation and maintenance must be included in the quotation
Toilet Wall Bin	2	➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deo blocks	1kg x 1	Monthly

1.7 SPECIFICATION FOR RENDERING OF CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, THOHYANDOU LABOUR CENTRE.

PHYSICAL ADDRESS	UIF Building situated portion 5 of ERF43, Thohoyandou BA		
Number of employees:	43	Visitors (average per day):	254
Size of area to be cleaned:	671.m ²		
Number of floors	1		
SCOPE OF CLEANING AND HYGIENE			
Number of restrooms			
• Male - staff	1		
• Male - public	0		
• Cubicles	1		
• Urinals	2		
• Female - staff	3		
• Female - public	0		
• Cubicles	6		
• Unisex) - public	0		

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

• People with disability	2
• Kitchen	1

MONTHLY QUANTITIES OF CLEANING MATERIALS TO BE PROVIDED FOR THOHOYANDOU LABOUR CENTRE

CLEANING MATERIALS

Double ply toilet paper (500 sheets)	192 rolls
Plastic refuse bags for office, kitchen and parking dust bins(20 units per packet)	2 packet
Emerald Green all-purpose gel (pH: 7.0-8.0)	5 litres
Ammoniated cream cleaner	5 litres
Toilet bowl cleaner	10 litres
Thick bleach	5 litres
Dish washing liquid soap 750ml	750mlx1
Liquid furniture polish	750 ml spray cans x 4
Dish washing sponge	2
Dust cloth	2
Tile cleaner	5 litres
Toilet brushes (must be replaced every 6 months)	9

QUANTITIES OF HYGIENE EQUIPMENT AND MATERIALS TO BE PROVIDED FOR THOHOYANDOU LABOUR CENTRE

ITEM DESCRIPTION	<u>TOTAL</u> Quantity Equipment Required	SERVICE FREQUENCY
Hands free hand sanitizer holder with refill	2	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand soap dispenser with refill	6	➤ 30 day services.

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

		➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Air freshener holders Dispenser with refill (motion sensor)	7	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Hand towel (paper) dispensers – Replenishment (150m roll)	7	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Automatic urinal dispenser drip with refill	2	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required
Install Toilet Auto sanitizers (drip) with refill	9	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation ➤ Batteries have to be replaced as an when required

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

Toilet seat sanitiser dispenser with refill	9	➤ 30 day services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation - Batteries have to be replaced as an when required
She Bin Pedal 22 litre (with disposable plastics for sanitary products)	6	➤ Weekly services. ➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deodorizing Urinal Mats	4	➤ 30 Days Services
Lockable toilet Roll holders (3 holders)	9	➤ Toilet Roll holders installed and maintained ➤ Installation and maintenance must be included in the quotation
Toilet Wall Bin	3	➤ Dispensers to be installed and maintained. ➤ Installation and maintenance must be included in the quotation
Deo blocks (Container)	1kg x 1	Monthly

2. EVALUATION AND SELECTION CRITERIA

The Department of Employment and Labour, Limpopo Provincial Office has set minimum standards in (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;

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

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

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

2.1 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, Limpopo Provincial Office, is unable to verify whether the pre-qualification requirements are met, 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 (not change or impact on the total bid price).

(a) The service provider must be registered with the Central Supplier Database (CSD); service providers are required to attach their latest detailed CDS report upon submission for their Bid.

(b) The bidder must have a corresponding commodity (Hygiene/Cleaning Services) with the advertised bid.

- The relevant commodity must be registered on the CSD, and
- If the relevant commodity is not registered on the CSD the bid will be disqualified

(c) All Company registration documents (CK) must be submitted

(d) ID copies of Company members and shareholders must be submitted at the point of submission, failure to which will result in the disqualification of the bid

(e) Company Profile must be attached.

(f) 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.

(g) All provided SBD forms must be completed in full and initialled.

(h) The total bid price must be written correctly and in full on all required SBD forms

(i) The bidder must complete the attached price schedule in full, whereby all pricing is accurately calculated, with correct totals.

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

(j) The bidder must submit a detailed quotation, using own template on a company letter head, whereby all pricing is clearly legible, broken down per year and accurately calculated with correct totals.

(k) Total Bid pricing on the quotation, SBD1, SBD3 and Pricing Schedule must be the same. Failure to which it will disqualified the bid.

(l) Bidders must ensure that the quoted total bid price is FIRM throughout the duration of the contract by indicating so on the SBD 3. Failure to do so, the bid will be disqualified.

2.2 PHASE 2: EVALUATION ON FUNCTIONALITY

NB: (BIDDERS MUST SCORE 60/100 POINTS OR MORE IN ORDER TO QUALIFY TO MOVE TO THIRD PHASE OF EVALUATION)

CRITERIA	DESCRIPTION	MAXIMUM SCORE
2.2.1 Company experience in Hygiene industry	0 – 2 completed years (5) 3 – 4 completed years (10) 5 – 6 completed years (15) 7 completed years and above (20)	20
2.2.2 Verification of the references	Provide contactable references where you have previously provided services if the similar nature (a letter must be provided on a company letterhead for each reference and must not be older than 3 months as at the date of submission of the tender document). 0 – 2 References (5) 3 – 4 References (10) 5 – 6 References (15) 7 – 9 References (20) 10 References and above (25)	25
2.2.3 Methodology and approach	The bidder must submit an operation plan starting from the first 30days before commencement of contract and continuing for the duration of the contract detailing activities for the site establishment (The ability to supply and install all equipment required). The operational plan should include but not limited to the following; ➤ The bidder is required to outline the operation plan in detail prior implementation including supply of consumable turnaround time. (10) ➤ The availability of sufficient transport to render a service, with proof of registration or rental agreement under the Company's name. (10) Risk Management Plan:	30

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

	➤ The bidder must indicate the risk management plan with regard to resources, transport and mitigation strategy. (10)	
2.2.4 Financial Capacity	Provide bank statement (stamped) for the last 6 months: ➤ Positive Bank Balance with no bank overdraft (15) - R800 000.00 TO R1 000 000 – (15) - R500 000 to R799 999.99 – (10) - R250 000.00 to R499 999.99 – (5) And: ➤ Bank Grading Letter – Stamped (10) - Category A to B – (10) - Category C to D – (5) - Category E to F – (2) - Category G to H – (1)	25
TOTAL SCORE:		100

2.3 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 Goals 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:

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

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		
HDI	4		
Disability	3		
Locality	3		
Total Points	20		

Note to bidders: The bidders must indicate the percentage/points they are claiming for each Specific Goal and indicate the total (Bidder to complete all areas)

Bidders who wish to claim points in terms of the 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 Supplier Database (CSD) report indicating annual turnover of Ten Million Rand (R10 000 000) or less.
- **HDI:** Attach a copy of Identity Document (ID) and company registration document.
- **Disability:** Attach a 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 Limpopo.

3. OTHER CONDITIONS AND LEGISLATIVE REQUIREMENTS

3.1 Bidders must comply with the following Legislative and Regulatory Requirements

- a) Basic Conditions of Employment Act, 75 of 1997.
- b) Sectoral Determination 1: Contract Cleaning Sector.
- c) Occupational Health Safety Act, 85 of 1993.
- d) Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- e) Unemployment Insurance Contributions Act, No. 4 of 2002.
- f) Unemployment Insurance Act, no. 63 of 2001.
- g) National Minimum Wage Act no. 9 of 2018.
- h) Labour Relations Act, 66 of 1997
- i) Employment Service Act, no 4 of 2014
- j) Employment Equity Act 55 of 1998

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

3.2 LIABILITY

3.2.1 The service provider 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 service provider or any other person, that may result from or be related to, the execution of this contract.

3.3 COMPENSATION OF DAMAGES

3.3.1 The service provider will be held liable for any damage or theft that may be caused, to the premises or contents, by 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 service provider.

3.3.2 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, in the name of the service provider.

3.4 MODERATION PROCESS

3.4.1 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 moderation in accordance with the procedures and ways stipulated hereunder and failing which arbitration will be persuaded.

3.4.2 Within 14 days after a dispute has been lodged and no agreement could be reached a party will have the right, by notice to the other, to demand that the dispute be referred for moderation in terms of the GCC clause.

3.4.3 The parties involved must agree mutually as to who will act as moderator.

3.4.4 The moderator must notify the parties in advance, regarding the remuneration for the services.

3.4.5 Each party must submit a full written view of his/her case to the moderator within 14 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.

3.4.6 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 moderator and serve a copy on the other party.

3.4.7 The moderator will then facilitate a meeting/s between the parties to mediate a solution. If no solution is agreed to the parties may approach the courts.

3.5 UNSPECIFIED SERVICES

3.5.1 Should any unspecified services be required by the Department and payment must be made for such services, correct supply chain management processes will be followed.

3.6 PAYMENTS

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

3.6.1 Payment will be made not later than 30 days after a valid invoice/claim had been submitted and all requirements have been adhered to.

3.6.2 The invoice must indicate for which month's services payment is claimed and must reflect the order number. Certification can only take place after the last working day of the month during which the service was rendered.

NB: No upfront /advanced payments will be allowed.

3.7 FORCE MAJEURE

3.7.1 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 the control of the service provider, the parties must mutually agree on methods to continue with essential services.

3.7.2 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, at 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 favour 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 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.

3.8 TERMINATION OR WITHDRAWAL

3.8.1 In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the Government General Conditions of Contract will be applicable.

3.8.2 Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or the knowledge of the bidder), firm of company (the expression "person, firm or company" shall include an authorised employee or agent of such a person, firm or company):

- a) Is executing a contract with government unsatisfactorily;
- b) Has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the public service in connection with obtaining or executing a contract;
- c) Has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence there-of being found guilty of criminal offence.

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

- d) Has approached an office or an employee in the public service before or after bids have called for, to influence the award of the contract in his favour;
- e) Has withdrawn or amended his bid after the time set for the receipt and opening of the bid;
- f) When advised that his bid has been conditionally accepted, has given notice of his inability to execute or sign the contract or furnish any security required;
- g) Has entered into an agreement or arrangement, whether legally binding or not, with any other person firm or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party;
- h) Has disclosed to any other person, firm or company the exact or appropriate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation for the bid; the department of Employment and labour may, in addition to any other legal recourse which it may have, cancel the contract between the department and such person, or firm or company and or resolve that no bid from such a person, firm or company will be favourably considered for a specific period
- i) The department reserves the right to negotiate the final price.

3.9 INDEMNITY

3.9.1 The successful bidder will be held liable for any damages or loss suffered by the department, as a result of the successful bidder's own or his employees' negligence or intent, which originated on the site.

3.9.2 The department shall not be liable for any loss or damage of any nature to any of the successful bidder's properties or any items kept at the department's sites, even in cases where the loss originated as a result of negligence or intent on the part of the department.

3.9.3 The department is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the Successful bidder, and which arise from or are the result of any act or Omission by the Successful bidder or an employee or agent of the Successful bidder in connection with the execution of the services in terms of this contract which may result in the following cases:

3.9.4 Loss of life or injuries which may be sustained by the cleaning personnel during the execution of their duties.

3.9.5 Damages to or destruction of any equipment or property of the successful bidder during the execution of their duties.

3.9.6 Any claims and legal costs which may ensue from the failure by or acts committed by cleaning personnel against third persons, which acts include.

3.9.7 Illicit frisking, arrests and other illicit or wrongful deeds. The successful bidder shall be notified in writing of the particulars of each claim he is liable for.

SPECIFICATION FOR RENDERING CONTRACT HYGIENE SERVICES FOR A PERIOD OF Twenty-Four (24) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR.

3.10 GENERAL BID CONDITIONS

3.10.1 The Department may request further information from any bidder after the closing date of the bid (within 7 days)

3.10.2 The Department reserves the right to award the bid to a bidder who did not score the highest points.

3.10.3 The Department reserves the right to not make an award.

3.10.4 The validity period of the bid is 120 days.

3.10.5 The successful bidder will be required to sign a Contract SBD 7.2 Service Level Agreement (SLA) and a contract.

4. THE DEPARTMEN'S RIGHTS REGARDING BIDS

a) The Department is not obliged to accept the lowest price, as it is not the only consideration.

b) The Department has the rights to accept, at its sole discretion, any bid in its entirety or partly.

c) The Department reserves the right not to award a bid.

d) The Department reserves the right to disqualify a bidder whose bid contains a misrepresentation which is materially incorrect or misleading.

e) The Department is not liable for any financial expenditure incurred in drawing up the bid, or for any steps taken by the bidder in drawing up such a bid.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	LIM01-2025/2026	CLOSING DATE:	25 FEBRUARY 2025	CLOSING TIME:	11:00AM
DESCRIPTION	RENDERING OF HYGIENE SERVICE AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR FOR A PERIOD OF 24 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF EMPLOYMENT AND LABOUR- LIMPOPO PROVINCIAL OFFICE					
42A SCHOEMAN STREET POLOKWANE (TENDER BOX)					
POLOKWANE					
0700					
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	LPtenders@labour.gov.za		E-MAIL ADDRESS	LPtenders@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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER 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, 2022, 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
(General Services)

NAME OF BIDDER:	BID NO.: <u>LIM01-2025/2026</u>
CLOSING TIME: <u>11:00AM</u>	CLOSING DATE: <u>25/02/2025</u>

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:	
GRAND TOTAL INCLUDING VAT:	

NOTE TO BIDDERS: DETAILED PRICING SCHEDULE AND A QUOTATION (with a company letter head) MUST BE ATTACHED TO THE BID



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

SUMMARY PRICING SCHEDULE HYGIENE SERVICES AT MAKHADO LABOUR CENTER, MOKOPANE LABOUR CENTRE, LEBOWAKGOMO LABOUR CENTRE, GROBLERSDAL LABOUR CENTRE, GIYANI LABOUR CENTRE, PHALABORWA LABOUR CENTRE AND THOHOYANDOU LABOUR CENTRE FOR A PERIOD OF 24 MONTHS

SUMMARY PRICING SCHEDULE (PLEASE NOTE THAT DETAILED QUOTATION ON COMPANY'S LETTER HEAD MUST BE ATTACHED SEPARATE FROM THIS SUMMARY PRICING SCHEDULE)

1. RENDERING OF HYGIENE SERVICES AT MODIMOLLE LABOUR CENTRE FOR A PERIOD OF 24 MONTHS

DESCRIPTION	TOTAL COST PER MONTH R	TOTAL COST FOR A PERIOD OF 24 MONTHS
CLEANING MATERIALS AND CONSUMABLES		
HYGIENE EQUIPMENT(MUST BE INSTALLED, SERVICED AND MAINTAINED), CONSUMABLES AND MAINTENANCE		
TOTAL		

2. RENDERING OF HYGIENE SERVICES AT MOKOPANE LABOUR CENTRE FOR A PERIOD OF 24 MONTHS

DESCRIPTION	TOTAL COST PER MONTH R	TOTAL COST FOR A PERIOD OF 24 MONTHS
CLEANING MATERIALS AND CONSUMABLES		
HYGIENE EQUIPMENT(MUST BE INSTALLED, SERVICED AND MAINTAINED), CONSUMABLES AND MAINTENANCE		
TOTAL		



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SUMMARY PRICING SCHEDULE HYGIENE SERVICES AT MAKHADO LABOUR CENTER, MOKOPANE LABOUR CENTRE, LEBOWAKGOMO LABOUR CENTRE, GROBLERSDAL LABOUR CENTRE, GIYANI LABOUR CENTRE, PHALABORWA LABOUR CENTRE AND THOHOYANDOU LABOUR CENTRE FOR A PERIOD OF 24 MONTHS

3. RENDERING OF HYGIENE SERVICES AT LEBOWAKGOMO LABOUR CENTRE FOR A PERIOD OF 24 MONTHS

DESCRIPTION	TOTAL COST PER MONTH R	TOTAL COST FOR A PERIOD OF 24 MONTHS
CLEANING MATERIALS AND CONSUMABLES		
HYGIENE EQUIPMENT(MUST BE INSTALLED, SERVICED AND MAINTAINED), CONSUMABLES AND MAINTENANCE		
TOTAL		

4. RENDERING OF HYGIENE SERVICES AT GROBLERSDAL LABOUR CENTRE FOR A PERIOD OF 24 MONTHS

DESCRIPTION	TOTAL COST PER MONTH R	TOTAL COST FOR A PERIOD OF 24 MONTHS
CLEANING MATERIALS AND CONSUMABLES		
HYGIENE EQUIPMENT(MUST BE INSTALLED, SERVICED AND MAINTAINED), CONSUMABLES AND MAINTENANCE		
TOTAL		

5. RENDERING OF HYGIENE SERVICES AT GIYANI LABOUR CENTRE FOR A PERIOD OF 24 MONTHS

DESCRIPTION	TOTAL COST PER MONTH R	TOTAL COST FOR A PERIOD OF 24 MONTHS
CLEANING MATERIALS AND CONSUMABLES		
HYGIENE EQUIPMENT(MUST BE INSTALLED, SERVICED AND MAINTAINED), CONSUMABLES AND MAINTENANCE		
TOTAL		



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SUMMARY PRICING SCHEDULE HYGIENE SERVICES AT MAKHADO LABOUR CENTER, MOKOPANE LABOUR CENTRE, LEBOWAKGOMO LABOUR CENTRE, GROBLERSDAL LABOUR CENTRE, GIYANI LABOUR CENTRE, PHALABORWA LABOUR CENTRE AND THOHOYANDOU LABOUR CENTRE FOR A PERIOD OF 24 MONTHS

6. RENDERING OF HYGIENE SERVICES AT PHALABORWA LABOUR CENTRE FOR A PERIOD OF 24 MONTHS

DESCRIPTION	TOTAL COST PER MONTH R	TOTAL COST FOR A PERIOD OF 24 MONTHS
CLEANING MATERIALS AND CONSUMABLES		
HYGIENE EQUIPMENT(MUST BE INSTALLED, SERVICED AND MAINTAINED), CONSUMABLES AND MAINTENANCE		
TOTAL		

7. RENDERING OF HYGIENE SERVICES AT THOHOYANDOU LABOUR CENTRE FOR A PERIOD OF 24 MONTHS

DESCRIPTION	TOTAL COST PER MONTH R	TOTAL COST FOR A PERIOD OF 24 MONTHS
CLEANING MATERIALS AND CONSUMABLES		
HYGIENE EQUIPMENT(MUST BE INSTALLED, SERVICED AND MAINTAINED), CONSUMABLES AND MAINTENANCE		
TOTAL		

GRAND TOTAL INCLUDING VAT:

R

NOTE TO BIDDERS: DETAILED PRICING SCHEDULE AND A QUOTATION (with a company letter head) 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 institution	State

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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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

- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

- 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	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:

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

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 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.)

N.B Bidders must attach Company Registration Certificate, ID Copy/ies and CSD detail report

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women ownership	5 points	
SMME/EME	6 points	
HDI	4 points	
DISABILITY [ATTACH MEDICAL REPORT]	3 points	
LOCALITY: LOCAL MUNICIPALITY	2 points	

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:	
	
	
	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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