



**land reform &  
rural development**

Department:  
Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA



**Provincial Shared Services Centre. Address: 524 Suncardia Shopping Centre, Cnr Steve Biko & Stanza Bopape Streets, Arcadia, Pretoria**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDERING STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (PROVINCIAL SHARED SERVICE CENTRE GAUTENG) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.**

**DLRRD (PSSC GP) -0001 (2026/2027)**

Name of Tenderer : \_\_\_\_\_

Name of duly authorised person : \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel. Number : \_\_\_\_\_

Cell number : \_\_\_\_\_

Fax number : \_\_\_\_\_

E-mail : \_\_\_\_\_

**CLOSING DATE: 16 JULY 2026**

**CLOSING TIME: 11H00 AM**

**ISSUED BY:**

**Director: Finance and Supply Chain Management**  
**Department of Land Reform and Rural Development**  
Provincial Shared Service Centre: Gauteng Province  
524 Suncardia Shopping Centre  
Cnr Steve Biko and Stanza Bopape Streets  
Arcadia, Pretoria  
Gauteng  
Tel: (012) 337 3600

**DLRRD (PSSC GP) -0001 (2026/2027)**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDERING STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (PROVINCIAL SHARED SERVICE CENTRE GAUTENG) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS..**

**NB: Kindly note that there will be a compulsory briefing session for this bid: Prospective bidders are however encouraged to direct their questions in writing to the contact mentioned below on or before closing date**

**COMPULSORY BRIEFING SESSION MEETING VENUE:**

<b>Venue:</b> 524 CNR STEVE BIKO AND STANZA BOPAPE, SUNCARDIA BUILDING/SHOPPING CENTRE,9 <sup>TH</sup> FLOOR, ARCADIA, PRETORIA
<b>Date:</b> 03 JULY 2026 (FRIDAY)
<b>Time:</b> 11:00 AM

**TECHNICAL ENQUIRIES:**

Ms. Salma Ortell Tel no: 012 337 3715 Email: <a href="mailto:Salma.Ortell@dlrrd.gov.za">Salma.Ortell@dlrrd.gov.za</a>	Ms. Esther Ramatseba Tel no: 012 337 3690 / 060 886 1507 Email: <a href="mailto:esther.ramatseba@dlrrd.gov.za">esther.ramatseba@dlrrd.gov.za</a>
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**BIDS / SUPPLY CHAIN ENQUIRIES:**

Ms. J Mpepele Tel: 012 337 3700 / 071 878 9095 Email: <a href="mailto:jane.mpepele@dlrrd.gov.za">jane.mpepele@dlrrd.gov.za</a>	Mr. A Marema Tel: 012 337 3634 Email: <a href="mailto:absalom.marema@dlrrd.gov.za">absalom.marema@dlrrd.gov.za</a>
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**CLOSING DATE AND TIME: 16 JULY 2026 AT 11:00 AM**

**DELIVERY ADDRESS: 524 STANZA BOPAPE STREET,  
CNR STANZA BOPAPE STREET AND STEVE  
BIKO STREET  
6<sup>TH</sup> FLOOR SUNCARDIA BUILDING, ARCADIA**

## LA 1.2



### land reform & rural development

Department:  
Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA



PROVINCIAL SHARED SERVICE CENTRE – GAUTENG, 524 STANZA BOPAPE AND STEVE BIKO STREETS,  
SUNCARDIA BUILDING, ARCADIA, PRETORIA, 0027, PRIVATE BAG X09, HATFIELD 0028

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF LAND REFORM AND RURAL  
DEVELOPMENT: PROVINCIAL SHARED SERVICE CENTRE: GAUTENG PROVINCE

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**BID NUMBER:** DLRRD (PSSC GP) -0001 (2026/2027)

**CLOSING TIME:** 11H00 AM

**CLOSING DATE:** 16 JULY 2026

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED  
FOR CONSIDERATION**

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), LA1.1, LA1.2, LA1.3, LA1.6, SBD1, SBD 2, SBD 6.1, SBD4, Terms of Reference and SBD 3 (Pricing Schedule)
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Name and Address of the bidder Bid number and closing date of bid. ***(failure to comply will disqualify your proposal)***

**MAP TO BIDDER BOX (B BOX)**

**DLRRD (PSSC GP) -0001 (2026/2027) CLOSING DATE: 16 JULY 2026 AT 11:00 AM**

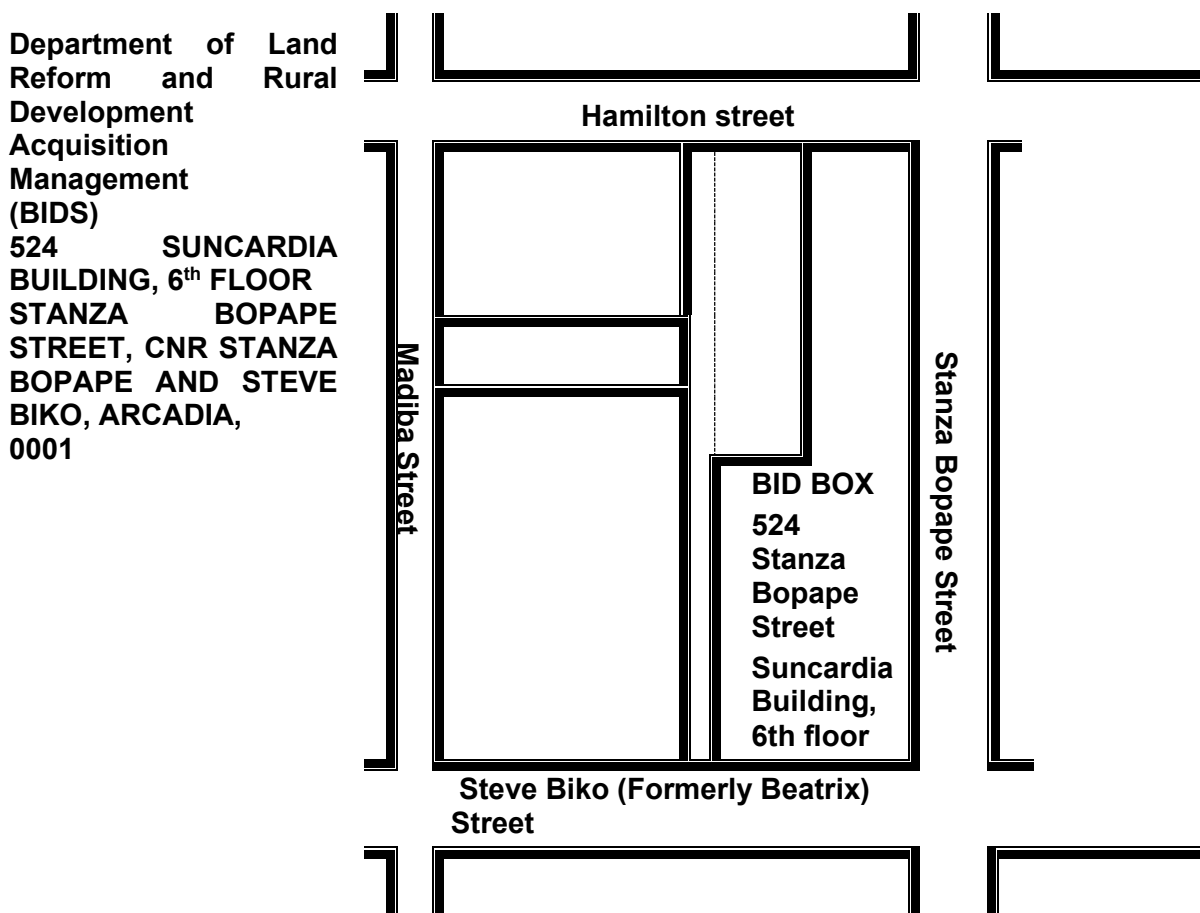
**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)**

**BIDS RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.**

**THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK**

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.**

**The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”**



**NOTE THAT THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS SITUATED IN SUNCARDIA MALL 6<sup>TH</sup> FLOOR. THE BID BOX WILL BE OPENED ON MONDAY TO FRIDAY: 07H00 AM TO 07H00 PM, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS. BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS AND SUBMIT YOUR BID IN A SEALED ENVELOPE**

## **AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.**

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

**Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.**

## AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

<b>MABEL HOUSE (Pty) Ltd</b>	
<b>By resolution of the Board of Directors taken on 20 May 2000,</b>	
<b>MR A.F JONES</b>	
<b>has been duly authorised to sign all documents in connection with</b>	
<b>Contract no CRDP 0006, and any contract which may arise there from,</b>	
<b>on behalf of Mabel House (Pty) Ltd.</b>	
<b>SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)</b>	
<b>IN HIS CAPACITY AS:</b>	<b>Managing Director</b>
<b>DATE:</b>	<b>20 May 2000</b>
<b>SIGNATURE OF SIGNATORY:</b>	<b>(Signature of A.F Jones)</b>
<b>As witnesses:</b>	
1.	.....
2.	.....
Signature of person authorised to sign the tender: .....	
Date: .....	

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



# Application for a Tax Clearance Certificate

### Purpose

Select the applicable option \_\_\_\_\_ Tenders  Good standing

If "Good standing", please state the purpose of this application

\_\_\_\_\_

\_\_\_\_\_

### Particulars of applicant

Name/Legal name (Initials & Surname or registered name) \_\_\_\_\_

Trading name (if applicable) \_\_\_\_\_

ID/Passport no \_\_\_\_\_ Company/Close Corp. registered no \_\_\_\_\_

Income Tax ref no \_\_\_\_\_ PAYE ref no \_\_\_\_\_

VAT registration no **4** \_\_\_\_\_ SDL ref no \_\_\_\_\_

Customs code \_\_\_\_\_ UIF ref no \_\_\_\_\_

Telephone no **CODE NUMBER** Fax no **CODE NUMBER**

E-mail address \_\_\_\_\_

Physical address \_\_\_\_\_

Postal address \_\_\_\_\_

### Particulars of representative (Public Officer/Trustee/Partner)

Surname \_\_\_\_\_

First names \_\_\_\_\_

ID/Passport no \_\_\_\_\_ Income Tax ref no \_\_\_\_\_

Telephone no **CODE NUMBER** Fax no **CODE NUMBER**

E-mail address \_\_\_\_\_

Physical address \_\_\_\_\_

**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

**Audit**

Are you currently aware of any Audit investigation against you/the company?  YES  NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders

I hereby authorise and instruct  or Goodstanding.

SARS the applicable Tax Clearance Certificate on my/our behalf.

to apply to and receive from

Signature of representative/agent

Name of representative/agent

Date

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant /Public Officer

- Notes:**
- It is a serious offence to make a false declaration.
  - Section 75 of the Income Tax Act, 1962, states: Any person who
    - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
    - without just cause shown by him, refuses or neglects to-
      - furnish, produce or make available any information, documents or things;
      - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
  - SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
  - Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DLRRD (PSSC GP) -0001 (2026/2027)	CLOSING DATE:	16 JULY 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO RENDERING STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (PROVINCIAL SHARED SERVICE CENTRE GAUTENG) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT : PSSC: GP</b>					
<b>524 STANZA BOPAPE STREET ( CNR STANZA BOPAPE AND STEVE BIKO)</b>					
<b>SUNCARDIA BUILDING ,6<sup>TH</sup> FLOOR, PRETORIA , ARCADIA</b>					
<b>FOR ATTENTION: JANE MPEPELE OR ABSALOM MAREMA</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	JANE MPEPELE		CONTACT PERSON	MS ESTHER RAMATSEBA	
TELEPHONE NUMBER	012 337 3700 / 071 878 9095		TELEPHONE NUMBER	012 337 3690 / 060 886 1507	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:jane.mpepele@dlrrd.gov.za">jane.mpepele@dlrrd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:esther.ramatseba@dlrrd.gov.za">esther.ramatseba@dlrrd.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
<b>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.</b>					



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

**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: .....

11 Name of the bidder: .....

Signature of the Bidder .....

Date: .....



PROVINCIAL SHARED SERVICE CENTRE – GAUTENG, 524 STEVE BIKO & STANZA BOPAPE STREET, SANCARDIA BUILDING, ARCADIA, PRIVATE BAG X09, HATFIELD, 0028

**TERMS OF REFERENCE FOR RENDERING STANDARD CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (PROVINCIAL SHARED SERVICE CENTRE GAUTENG) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**

**1. OBJECTIVES**

The objective of the Terms of Reference is to appoint a suitable Service Provider to render standard cleaning and hygiene services in the Department of Land Reform and Rural Development: Provincial Shared Service Gauteng for a period of twenty-four (24) months.

**PHYSICAL ADDRESS:**

**524 Cnr. Steve Biko and Stanza Bopape Streets  
Suncardia Building  
Arcadia  
0083**

**2. GUIDELINES FOR THE SCOPE OF WORK**

Floors	: 6 <sup>th</sup> , 7 <sup>th</sup> and 8 <sup>th</sup> floors
	: 9 <sup>th</sup> floor (quarterly)
	: 3 <sup>rd</sup> floor storeroom (quarterly)
Offices	: 190
Number of kitchens	: 8m <sup>2</sup> x 3
Number of Server Rooms	: 25m <sup>2</sup> x 1
Number of toilets	: 6 Floor - (Female 30m <sup>2</sup> x 1, Male 30m <sup>2</sup> x1, Disability 6m <sup>2</sup> x1)
	7 Floor - (Female 30m <sup>2</sup> x 1, Male 30m <sup>2</sup> x1, Disability 6m <sup>2</sup> x1)
	8 Floor - (Female 30m <sup>2</sup> x 1, Male 30m <sup>2</sup> x1, Disability 6m <sup>2</sup> x1)
Toilets cubicles	: 33 (108m <sup>2</sup> )
Sqm2	: 6403, 61 m <sup>2</sup>

12 Name of the bidder: .....  
Signature of the Bidder .....  
Date: .....

GG Vehicles : 20 (car wash) with the potential to increase  
 (4 sedans and 16 bakkies)  
 Total Employees : 164  
 Visitors : +/- 100 (monthly)

**3. STAFFING REQUIREMENTS**

- Cleaning staff required:
- Cleaners 13
- **Total = 13 inclusive of working Supervisor.**
- Three (3) cleaners should be males/men.
- Cleaning personnel must commence work daily by from 06:30 to 15h00 (including lunch and tea break). Excluding weekends and public holidays unless where specified.
- All cleaning personnel should always wear similar uniforms with the company logo during working hours.
- The company should ensure that it provides its staff with uniform that will be suitable for every season of the year e.g. winter, summer etc.
- When full-time employees are absent from work, the company should supply replacements for the office **(these substitutes should also be dressed in appropriate uniforms bearing the corporate logo).**

**SECTION A  
 (PROVISION OF CLEANING SERVICES)**

CLEANING SERVICE TASK DESCRIPTION	FREQUENCY
<b>A. OFFICES 190 (Offices Carpets &amp; Tiles)</b>	
Spot brush and clean marks (use of cloth with a suitably diluted 70% alcohol-based disinfectant/sanitizer)	<b>Daily</b>
Vacuum 190 offices thoroughly	<b>Twice per week</b>
Dusting of office blinds	<b>Daily</b>
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth	<b>Daily</b>
Dust desks with a damp cloth. Use a microfiber cloth and computer cleaner certified by SABS to clean computer components, such as laptops, desktops, monitors, keyboards, and other devices.	<b>Daily</b>
Wipe all telephones with a damp cloth with SABS approved detergent	<b>Daily</b>
Polish all wooden furniture with SABS approved detergent (non-oil based and odourless)	<b>Twice per week</b>
Empty dust bins, wastepaper baskets, wash and replace plastic inners.	<b>Twice per day</b>
Clean water jug and drinking glasses with dish washing liquid and refill with fresh water	<b>Daily</b>

13      Name of the bidder: .....  
 Signature of the Bidder .....  
 Date: .....

Refill water dispensers and wipe water dispensers with SABS approved detergent	Daily
Clean material partitions inside offices	Weekly
Washing carpets and upholstered furniture (cleaners should be vetted by the Department)	Quarterly and when required
Damp wash vinyl covered furniture	Daily
Spot clean marks from walls, doors, paint work and light switches	Daily
Apply SABS approved liquid metal polish, to brass door handles, window stays and window fasteners.	Daily
<b>B. CLEANING OF SERVER ROOM (X1) &amp; PATCH ROOMS (X3)</b>	
Server room (Must be cleaned under the supervision of IT Personnel) Arrangements to be made with IT in advance.	Twice per week
<b>C. CLEANING OF ENTRANCES, FOYERS &amp; PASSAGES (Entrance foyer, Passages) and Balconies (Steps)</b>	
Pick up, clean all waste receptacles and dispose of all litter.	Daily
Glass doors at the entrances must be cleaned with a damp cloth	Twice per day
Spot clean all glass; windows, doors, doorknobs with SABS approved detergent and metal work and dust all accessible ledges to height of 2m.	Daily
Clean picture frames and glass	Daily
Clean directory boards (Notice-signature boards), Clean skirting, Clean handrails/banisters	Daily
Clean 9 <sup>th</sup> floor, vacuum, dust	Quarterly
Clean 3 <sup>rd</sup> floor storeroom, mop floor and dust.	Quarterly
<b>D. TOILET CLEANING</b>	
Women Cubicles, 6 per floor	Twice per day and hourly inspection by supervisor
Women basin, 5 per floor	Twice per day
Men Cubicles, 5 per floor	Twice per day on hourly inspection by supervisor
Men Basins, 2 per floor	Twice per day
Disabled, 1 per floor	Twice per day and hourly inspection by supervisor
Disable Basin, 2 per floor (Disability)	Twice per day
Sweep with a flat mop.	Twice per day

14 Name of the bidder: .....

Signature of the Bidder .....

Date: .....

Sweep with a wet mop.	Twice per day
Burnishing all toilet floors with the polishing machine and COMOP.	Quarterly and when required
Washing of walls, doors and pipes	Weekly
Washing of hand wash basins	Twice per day and hourly inspection by supervisor
Empty and clean dustbins	Twice per day
<b>E. BOARD ROOMS (4) and PHOTOCOPIER ROOMS (3)</b>	
Spot brush and clean marks with SABS approved detergent	Daily
Vacuum boardrooms thoroughly	Twice per week
Deep wash boardroom carpets	Quarterly
Dust furniture, fittings and blinds	Daily
Empty and clean dustbin	Twice per Day
<b>F. WINDOW CLEANING</b>	
Clean exterior balcony facing windows only.	Monthly
Clean accessible interior faces of all windows	Monthly
Clean window frames and windowsills with damp cloth	Daily
<b>G. KITCHEN (3)</b>	
Sweep with a flat mop	Twice per day
Sweep with a wet mop.	Twice per day
Burnishing floor with the polishing machine and COMOP.	Quarterly
Kitchen, cupboards must be cleaned with water and SABS approved detergent	Daily
Microwave ovens must be washed with water and SABS approved detergent	Twice per day
Fridge must be defrosted and washed with water and SABS approved detergent	Monthly
Cutlery and crockery (dishes) used must be cleaned for all officials with dish washing liquid (SABS approved)	Twice per Day
Kitchens must always be neat and tidy	Daily
Empty and clean dustbin	Twice per day
Each kitchen must always have available detergents, washing cloth and drying cloths (Cleaned & Hygienic)	Daily
<b>H. CLEANING OF GG VEHICLES (20)</b>	
GG vehicles to be washed, vacuumed and polished. Full house cleaning (SABS approved detergent)	Weekly
<b>I. CLEANING OF COUCHES (22)</b>	
Couches to be cleaned, washed and dried (remove all the stains) using SABS	Quarterly and

15 Name of the bidder: .....

Signature of the Bidder .....

Date: .....

approved detergents	<b>when required</b>
<b>J. INSTALLATIONAL OF EQUIPMENT IN BATHROOMS</b>	
<b>(a) SANITARY DISPOSAL BINS (SHE-BINS) IN WOMEN CUBICLES</b> PLACEMENT (PLASTIC CLASSIC WHITE IN COLOUR) 182 mm X 345 mm X 543 mm, with Sensor	<b>21 (once off)</b>
<b>(b) SANITARY HYGIENE BAG DISPENSER</b> 12 L, heavy duty pedal for hands-free sanitary refuse disposal 435 x 465 x 115mm, • Weight: 1.7kg	<b>21 (once off)</b>
<b>(c) AUTOMATIC SEAT SANITISER SPRAY DISPENSER</b> liquid based toilet seat sanitizer spray refills that contain <b>70% alcohol-based disinfectant/</b> antiseptics/germicides	<b>33 (once off)</b>
<b>(d) AUTOMATIC HAND WASH LIQUID SOAP DISPENSER (5 per floor)</b> 100 mm X 220 mm x 127 mm	<b>15 (once off)</b>
<b>(e) AUTOMATIC AIR FRESHENER DISPENSER (5 per floor)</b> 360 mm X 65 mm X 140 mm	<b>15 (once off)</b>
<b>(f) AUTOMATIC PAPER TOWEL DISPENSER (5 per floor)</b> Width 292 mm X height 292 mm X depth 167 mm	<b>15 (once off)</b>
<b>(g) 3 TIER LOCKABLE TOILET PAPER ROLL HOLDER</b> 13.5 cm X 12.7 cm X 38 cm	<b>33 (once off)</b>
<b>(h) URINARY DRIP SANITIZER DISPENSER</b> 152 mm X 93 mm X 224 mm	<b>6</b>
<b>(i) SUPPLY WASTE BIN IN ALL THE TOILETS</b> 20 L Classic White	<b>15 (once off)</b>
*In case where these are broken/replacement on non-functional equipment, the matter must be resolved within 48 hours	<b>Within 48 hours</b>

**SECTION B (TASK DESCRIPTIONS)**

<b>TASK DESCRIPTION</b>	<b>FREQUENCY</b>
<b>A. CONSUMEABLES</b>	
<b>SANITARY DISPOSAL BINS (She-bins) (WOMEN CUBICLES)</b>	
Sanitary waste must be removed and not stay within the Departmental premises	<b>Twice per week</b>

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Disposal bins must be replaced with clean disinfected bins together with the inner plastic bags. <ul style="list-style-type: none"> <li>• Must have self-closing tight-fitting lids with trap doors with non-touch opening / closing mechanism (<b>sensor</b>)</li> <li>• One (1) bin per female cubicle (21).</li> </ul>	<b>Daily</b>
Supply and placement of she- bins in all ladies' toilets/replace if mechanical errors within 48hours	<b>Within 48 hours</b>
<b>B. HYGIENE BAGS FOR PAPER TOWELS</b>	
Supply and replacement of plastic bag	<b>Daily and when required</b>
Bag dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	<b>Within 48 hours</b>
<b>C. AUTOMATIC SEAT SANITISER SPRAY</b>	
Seat sanitizer spray must be refilled/replenished	<b>Weekly and when required</b>
Seat sanitizer spray must contain <b>70% alcohol-based disinfectant/</b> antiseptics/germicides	
*Seat sanitizer spray dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	<b>48 hours</b>
<b>D. AUTOMATIC HAND WASH FOAM SOAP</b>	
Hand wash foam soap must be replenished	<b>Daily and when required</b>
Hand wash foam soap must be drip free and not harsh/ irritable to the skin (non-ammoniated).	
Automatic soap dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault	<b>Within 48 hours</b>
<b>E. AUTOMATIC PAPER TOWEL</b>	
Paper towels must be replaced	<b>Daily and when required</b>
Paper towels must be manufactured from a good soft quality paper tissue 2 ply	
Electronic Paper towel dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	<b>Within 48 hours</b>
<b>F. AUTOMATIC AIR FRESHENER</b>	
Supply and installation of automatic air freshener dispenser in all toilets (5 per floor)	<b>Once off</b>
Air freshener must be refilled, spray at intervals of 10 minutes and must	<b>Checked twice Daily</b>

function 24/7.	
Automatic air freshener dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	<b>Within 48 hours</b>
<b>G. TOILET PAPER ROLLS</b>	
Supply and installation of 3 holder/canister toilet paper holder	<b>Once off</b>
Supply & replenishment of toilet paper rolls (SABS approved)	<b>Twice per day and when required</b>
Toilet paper must be manufactured from a good soft quality paper tissue SABS Approved (two ply)	
Toilet Paper Holders must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	<b>Within 48 hours</b>
<b>H. URINAL DRIP SANITIZER</b>	
Supply and installation of sanitize drip master in all men's toilets	<b>Once off</b>
To be refilled and maintained.	<b>Twice per day and when required</b>

**NB: Immediate notice will be given to the service provider to terminate the contract due to relocation to a new building once the date is confirmed.**

**All toilet roll canisters should be lockable to prevent theft. The service provider must place all SHE bins, install automatic air freshener dispensers, automatic soap dispensers and automatic paper towel dispensers free of installation costs. Upon termination of the contract the service provider must remove such equipment from the premises.**

## 5. PROPOSAL REQUIREMENTS

- Proposed work schedule/duty sheet/work plan with clear milestones and timeframes for each task to be completed.
- A contingency plan that stipulates actions to be taken if any activity detailed in the project plan is hampered.
- A detailed cost breakdown as per attached **Pricing Schedule**, in terms of staffing requirements. **The pricing must be fixed for the duration (24 Months ) of the project.**
- Wage increments will be accepted based on a sectorial wage determination formula. Proof of this shall be requested before incremental increase will be implemented.
- Uniforms (Protective clothing) must be adhered to as per standards.
- Main business area and operational requirements (Locality), will be on site and a locker room will be provided for these purposes.
- All equipment to be supplied must be durable and SABS/SANS approved.

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- Signage “Wet Floor” etc. must be applied and adhered to in terms of the Sectorial Regulations.
- The Supplier shall adhere to Standard Hygiene regulations upon rendering the service to the department.

**6. EVALUATION CRITERIA**

Tenders will be evaluated in terms of the evaluation criteria stipulated below:

- 6.1 Evaluation for mandatory criteria/requirements
- 6.2 Evaluation in terms of Functionality
- 6.3 Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

**6.1 EVALUATION FOR MANDATORY CRITERIA / REQUIREMENTS**

1. The bidder must submit a duly and dated relevant resolution of their members or their board of directors, as the case may be, on their company letterhead. In the case of a **One-Person** Concern submitting a tender, this shall be clearly stated on the company letter head. In case of a **Company** submitting a tender, include a copy of a resolution by its board of directors authorising a director or any other official of the company to sign the documents on behalf of the company. In the case of a **Closed Corporation** submitting a tender, include a copy of a resolution by its members authorising a member or any other official of the corporation to sign the documents on each member’s behalf. In the case of a **Partnership** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender. In the case of a **Joint Venture** submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.” i.e. the Joint Venture must submit three Letters of Authority as per the aforesaid Joint Venture requirement.
2. Bidders must attend compulsory briefing session.
3. The Pricing Schedule (SBD3.3) must be fully completed and signed by the duly authorized person.
4. Compliance to wage labour rates & Basic Condition of Employment as per the Department of Labour ‘s Regulation.
5. The bidder is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) for **cleaning Service**, with Department of Labour or with a licensed compensation insurer. The bidder must submit the letter of good standing for Cleaning Service (**The Nature of Business: Cleaning Service**). In the event of the Tenderer being a joint venture/consortium, the letter of good standing for **cleaning service projects** of the individual members must also be provided.
6. Sanitary waste removal management (proof of quotation from the service provider who will collect and remove sanitary waste, obtainable from the waste removal company or proof that the bidder will render this service on its own and ensure that it is inclusive in the bid price or letter of intent. Certification for the disposal of sanitary bin contents in accordance with the National Environmental Management Waste Act.
7. Unemployment Insurance Fund (UIF). Proof of registration or letter for tender purposes, Letter of Intent or Letter of good standing must be provided (obtainable from the Department of Labour).
8. Public Liability Insurance (proof of quotation obtainable from any insurance companies or any other relevant proof).

**NB: FAILURE TO SUBMIT AND COMPLY WITH THE ABOVE REQUIREMENTS WILL LEAD TO DISQUALIFICATION OF THE BIDDER’S PROPOSAL**

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 Signature of the Bidder .....  
 Date: .....

**NOTE: Additional Mandatory Required Documents (Not for elimination/disqualification)**

1. **Tax Requirements:** Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za). Bidders may also submit a printed TCS together with the bid. In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number. Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided. Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days
2. Bidders must be registered on the National Treasury Central Supplier database (CSD) (attach CSD report printout)
3. Complete and signing of all standard bidding documents (SBD forms) and GCC

**6.2 EVALUATION IN TERMS OF FUNCTIONALITY**

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality, criteria and values. The applicable values that will be utilized when scoring each criterion range from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent. The minimum requirements as highlighted in the table below is an indication of the benchmark required to qualify for the third stage of the evaluation.**

The bids that fail to achieve a minimum of **60 points out of 100 points** for functionality will be disqualified. This means that such bids will not be evaluated on third stage (80/20 Preference Points System). The following Quality (functionality) criteria set out in the table below will be used in the evaluating of the tenders regarded as being responsive.

<b>EVALUATION CRITERIA</b>	<b>GUIDELINES FOR CRITERIA APPLICATION</b>	<b>WEIGHT</b>
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<p><b>ABILITY AND CAPABILITY</b></p>	<p><b>Company experience: Bidders are required to submit full details of, and reliable contactable references for a relevant project which were successfully completed in Hygiene or Deep Cleaning services in the last ten (10) years from a minimum value of R 2 million.</b> (Reference letter/ testimonials from client-company/institution with client logo, signature and date of the company/institution to which the bidder is managing or has previously managed such service must be attached.</p> <p><b>NB: The content of the reference letters/ testimonials must indicate the type of services rendered, period and value of the project. Contracts, Service Level Agreements or Purchase Orders must be provided as proof of experience (POE).</b></p> <p><i>I. Duly signed reference letters/testimonials on the client letter head indicating that the service provider has one (1) Project experience in rendering hygiene and deep cleaning services. – <b>Poor (1)</b></i></p> <p><i>II. Duly signed reference letters/testimonials on the client letter head indicating that the service provider has two (2) Projects to a year experience in rendering hygiene and deep cleaning services –<b>Average (2)</b></i></p> <p><i>III. Duly signed reference letters/testimonials on the client letter head indicating that the service provider has three (3) Projects in rendering hygiene and deep cleaning services – <b>Good (3)</b></i></p> <p><i>IV. Duly signed reference letters/testimonials on the client letter head indicating that the service provider has four (4) Projects in rendering hygiene and deep cleaning services —<b>Very good (4)</b></i></p> <p><i>V. Duly signed reference letters/testimonials on the client letter head indicating that the service provider has over five (5) Projects in rendering hygiene and deep cleaning services --<b>Excellent (5)</b></i></p>	<p>30</p>
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<p><b>Supervisor(s) must have at least 5 years' experience in supervising hygiene or deep cleaning services. NB: please attach personnel CVs entailing interpersonal, writing skills and duration of experience in the required services.</b></p> <ul style="list-style-type: none"> <li><i>I. Supervisors with less than 2 years experience in supervising hygiene or deep cleaning services – <b>Poor (1)</b></i></li> <li><i>I. Supervisors with more than 2 to less than 3 years experience in supervising hygiene or deep cleaning services - <b>Average (2)</b></i></li> <li><i>II. Supervisors with 3 to 4 years' experience in supervising hygiene or deep cleaning services - <b>Good (3)</b></i></li> <li><i>III. Supervisors with more than 4 to less than 5 years' experience in supervising hygiene or deep cleaning services – <b>Very good (4)</b></i></li> <li><i>IV. Supervisors with 5 &amp; more years experience in supervising hygiene or deep cleaning services –<b>Excellent (5)</b></i></li> </ul>	10
<p><b>Cleaning employee must have at least two (2) years experience in hygiene or deep cleaning services. NB: please attach a summary outlining the details of the staff as well as the duration of experience in the required services. NB: please attach personnel CVs entailing interpersonal, writing skills and duration of experience in the required services.</b></p> <ul style="list-style-type: none"> <li><i>I. Staff member with less than 6 Months experience in hygiene or deep cleaning services – <b>Poor (1)</b></i></li> <li><i>II. Staff member with 12 months in hygiene or deep cleaning services - <b>Average (2)</b></i></li> <li><i>II. Staff member with 18 months experience in hygiene or deep cleaning services - <b>Good (3)</b></i></li> <li><i>✓. Staff member with 24 months experience in hygiene or deep cleaning services – <b>Very good (4)</b></i></li> <li><i>✓. Staff member with more than 24 months experience in hygiene or deep cleaning services – <b>Excellent (5)</b></i></li> </ul>	10

<p>Company training and skills development plan covering OHS/SHE &amp; First Aid; Chemical Hazardous Training and / or housekeeping skills; as well as Interpersonal &amp; communication skills training <b>(Attach a detailed plan/ programme that the personnel will receive prior commencement of work and for the duration of the contract)</b></p> <p><i>I. Training and skills development plan do not outline the requirements as specified in the ToR or it is irrelevant -<b>Poor (1)</b></i></p> <p><i>II. Training and skills development plan covering OHS/SHE or First Aid–<b>Average (2)</b></i></p> <p><i>III. Training and skills development plan covering OHS/SHE and First Aid -<b>Good (3)</b></i></p> <p><i>IV. Training and skills development plan covering OHS/SHE, First Aid, Chemical Hazardous or Housekeeping training skills – <b>Very good (4)</b></i></p> <p><i>V. Training and skills development plan covering OHS/SHE, First Aid, Chemical Hazardous, Housekeeping training skills, and Interpersonal &amp; Communication Skills – <b>Excellent (5)</b></i></p>	10
<p>Bidder’s protective clothing in line with the Occupational Health Safety Act (including Uniform with Company Logo cleaning equipment and chemicals/products additional to items; safety boots; safety gloves; protective masks and cautionary boards) <b>(attach uniform pictures with Company Logo and other related protective clothing, Bidders must not use downloaded pictures from internet)</b></p> <p><i>I. No protective clothing (uniform, safety boots and gloves) and cleaning equipment’s demonstrated - <b>Poor (1)</b></i></p> <p><i>II. Protective clothing demonstrated, uniform with no company logo, no cleaning equipment and chemical products demonstrated - <b>Average (2)</b></i></p> <p><i>III. Protective clothing demonstrated, uniform with company logo, protective mask, cleaning equipment &amp; chemical products, and cautionary boards are demonstrated - <b>Good (3)</b></i></p> <p><i>IV. Protective clothing demonstrated, uniform with company logo, protective mask, cleaning equipment &amp; chemical products that meet prescribed quality standards (e.g. SABS/SANS), and cautionary boards are adequately demonstrated – <b>Very good (4)</b></i></p> <p><i>V. Protective clothing demonstrated, uniform with company logo, protective mask, cleaning equipment &amp; chemical products that meet prescribed quality standards (e.g. SABS/SANS), cautionary boards, First Aid Kit, and adherence to (PPE) requirements are adequately demonstrated – <b>Excellent (5)</b></i></p>	10

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Signature of the Bidder .....

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<p>2. <b>METHODOLOGY</b></p>	<p>Detailed broad methodologies that cover the proposed scope of work (hygiene service and deep cleaning service) including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan</p> <p><i>I. Methodology and proposed plan do not outline the requirements as specified in the criteria above -<b>Poor (1)</b></i></p> <p><i>II. Methodology and proposed plan indicating daily task descriptions which are not aligned with the TOR, proposed work schedule/duty sheet/ workplan in place but does not address the milestones and timeframes clearly, contingency plan is in place but does not clearly address issues of employee relations management and turnaround time in addressing technical problems. –<b>Average (2)</b></i></p> <p><i>III. Methodology and proposed plan indicating daily task descriptions which are aligned with the TOR, proposed work schedule/duty sheet/ workplan which addresses the milestones and timeframes, contingency plan is in place but does not clearly address all issues of employee relations management (i.e. counter strategy on strikes and absenteeism of employees) and/or turnaround time in addressing technical problems-<b>Good (3)</b></i></p> <p><i>IV. Methodology and proposed plan indicating daily task descriptions which are aligned with the TOR, proposed work schedule/duty sheet/ workplan which addresses the milestones and timeframes, contingency plan clearly addressing all issues of employee relations management (i.e. counter strategy on strikes and absenteeism of employees), turnaround time in addressing technical problems, and training plan of employees – <b>Very good (4)</b></i></p> <p><i>V. Methodology and proposed plan indicating daily task descriptions which are aligned with the TOR, proposed work schedule/duty sheet/ workplan which addresses the milestones and timeframes, contingency plan clearly addressing all issues of employee relations management (i.e. counter strategy on strikes and absenteeism of employees), turnaround time in addressing technical problems, training plan, and Safety Mitigation Plan – <b>Excellent (5)</b></i></p>	<p>30</p>
<p><b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b></p>	<p><b>100</b></p>	

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Signature of the Bidder .....

Date: .....

For the purposes of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information of compliance to the evaluation criteria above-mentioned table weight and values (maximum value will **not exceed 500 in score**);

A bidder that scores less than **60 points out of 100** [lower than 300 of 500] in respect of “functionality” will be regarded as submitting a non-responsive bid and will be disqualified;

Relevant qualifications including CV's, Company profile and Accredited Certificate should also be submitted. This will include a track record of experience, references and contact details;

The criteria for assessment will include both qualitative and financial (price) aspects of the proposal. The qualitative criteria will make **100 percent in the first phase of the assessment**, and the **price and HDI claimed points making up the other 100 percent in the second phase**; for those who qualified in the first phase.

### **6.3 EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.**

Apply the **80/20 Preference Point system** where a maximum of Eighty (80) tender adjudication points will be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022

#### **POINTS AWARDED FOR PRICE**

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

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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.

**Specific goals for the tender and points claimed are indicated per the table below.**

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

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

- 1. 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.
- 2. Tenderers that fail to claim points for specific goals or that fail to fully complete the table 1 below, will not be awarded points for specific goals.
- 3. Tenderers that make a calculation error when claiming points as per the table 1 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 on the SDB 6.1 attached.
- 4. Tenderers that fail to submit the correct SDB 6.1 form as issued by the Department of Land Reform and Rural Development, will not be awarded points for specific goals.
- 5. 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 regarding preferences, in any manner required by the organ of state.
- 6. Tenderers who wish to claim points in terms of the table 1 below need to provide proof for each point claimed as guided below:
  - 1. Historically Disadvantaged individuals (HDI):
    - **Attach a copy of Identity Document (ID) and company registration document.**

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            Signature of the Bidder .....

            Date: .....

2. Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

3. Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

4. Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

5. Specific goal: Locality:

**Respondent's must have footprint (proof of operation) within Gauteng Province. The bidders are required to demonstrate physical presence within Gauteng Province by providing one of the following:**

- A valid municipal service account (water, sanitation, rates, and electricity) in the name of the bidder/s or active director/s **not older than 6 months** from the closing date of the bid or service.
- A valid lease agreement from the lessor with proof of municipal account for the landlord **or**
- A letter on the letterhead of the ward councillor/traditional authority must submit be signed, stamped, and dated and must not be **older than 6 months** from the closing date of the bid.

a. The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

**7.10 Specific goals for the tender and points claimed are indicated per the table**

*Table 1: Specific goals for the tender points*

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)
Who had no franchise in national elections before the 1983 and 1993 Constitution (HDI)	8	
Who is female	5	
Who has a disability	2	
Specific goal: Youth	2	
Specific goal: Locality: (Gauteng Province)	3	

Only proposals with the highest number of points scored in respect of the goals contemplated above and points scored for price may be selected.

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Signature of the Bidder .....

Date: .....

## SECTION B

### 8. TERMS AND CONDITIONS OF THE PROPOSAL

- 8.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the department Supply Chain Management general contract conditions.
- 8.2 The Service Provider should not qualify the proposal with his / her own conditions. Any qualification to the terms and conditions of this quotation will result in disqualifications.
- 8.3 In cases where company, partnership or close corporation commences business for the first time or either don't have capital; the following must be furnished:
- Full particulars of a registered, reputable financial institute/ company that will assist with the project commencement of the project e.g. buying material and equipment.
- 8.4 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison regarding the daily needs will be through the supervisor and not directly with workers. Supervisor must ensure that cleaning materials are always available and that it should be replaced as required.
- 8.5 The Service Provider must arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/ letter of intent/Quotation. Premiums must be paid monthly after the award for the duration of the project.
- 8.6 All Acts and Regulations relating to cleaning services must be adhered to by the Service Provider. All equipment and cleaning material must comply with South African National Standards and Occupational Health and Safety Act and Regulations and must be of high quality.
- 8.7 The Department reserves the right to conduct tests and analysis on the cleaning detergents and equipment provided by the bidder to ascertain the quality and compliance to SABS.
- 8.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 8.9 Proof of quotations or any other documents is required for Public Liability Insurance for bidding process; however, proof of registration or contract/agreement **must** be submitted by the successful bidder **within the period of seven working days** after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.
- 8.10 In a case where a bidder does not have registered employees under his/her name a letter to tender must be attached to avoid disqualification (obtainable from Dept of Labour), however proof of registration **must** be

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Signature of the Bidder .....

Date: .....

submitted by the successful bidder within the period of seven working days after the award. The department reserves the right to cancel the contract if these required documents are not submitted within the specified time.

- 8.11 Any shortcoming in this term of reference must be identified by the service provider prior the awarding of contract. Any shortcoming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 8.12 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period the department may cancel the contract within one-month notice.
- 8.13 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 8.14 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 8.15 Ensure that the Department is informed timeously of any removal and replacement of personnel for security reasons.
- 8.16 Provide Management report on a monthly basis. The report should be based on different services and shall cover all work performed and completed during the month.
- 8.17 In case where the Department decides to move to another office or close some of the office's information will be communicated prior and the Service Provider will need to make provision accordingly.
- 8.18 All cleaning equipment and detergents should be provided by service provider.
- 8.19 **The Department of Land Reform and Rural Development shall:**
  - Conduct business in a courteous and professional manner with the Service Provider.
  - Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
  - Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
  - The DLLRD will enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification and Terms and Conditions will also form part of the service level agreement.
- 8.20 Company staff must note that discussions / chats with Departmental staff must be limited as to not affecting the Departmental staff's operational performance
- 8.21 Compulsory briefing session should be attended.

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Signature of the Bidder .....  
Date: .....

8.22 The contract is for a period of 24 months, and all the service providers are expected to adhere to the specific time frame frames stipulated in the contract. The contract may be extended in the event it is not feasible to conclude the task within the stipulated time frame. However, the extension must be agreed to between the parties and reduced to in writing;

30 Name of the bidder: .....  
Signature of the Bidder .....  
Date: .....

Bid No.: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

## **PRICING SCHEDULE**

**RENDERING OF STANDARD  
CLEANING AND HYGIENE SERVICES  
TO THE DEPARTMENT OF LAND  
REFORM AND RURAL  
DEVELOPMENT PSSC GAUTENG  
OFFICE FOR A PERIOD OF TWENTY-  
FOUR (24) MONTHS.**

**BID NO : DLRRD (PSSC GP) -0001 (2026/2027)**

### **PRICING SCHEDULE**

31 Name of the bidder: .....

Signature of the Bidder .....

Date: .....

NAME OF BIDDER: ..... BID NO.: DLRRD (PSSC GP) -0001 (2026/2027)

CLOSING TIME: 16 JULY 2026 AT 11:00

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
---------	-------------	---

- The accompanying information must be used for the formulation of a proposal.
- Bidders are required to indicate rates based on the total Cost to the department for completion of each stage and including expenses for the project.

**TOTAL BID PRICE (VAT Inclusive)** R.....

**SALARY/ RENUMERATION FOR CLEANERS AND A SUPERVISOR**

PRICE BREAKDOWN	HOURLY RATE PER	NO OF HOURS TO BE WORKED PER DAY	MONTHLY SALARY FOR EACH CLEANER	PERIOD OF CONTRACT	TOTAL
12 X Basic salary per cleaner as per labour wage	R.....	8HRS	R.....	24 months	R.....
1 X Basic Salary per Supervisor as per labour wage	R.....	8HRS	R.....	24 months	R.....
<b>1- SALARY/ RENUMERATION FOR CLEANERS AND A SUPERVISOR X 24 MONTHS TOTAL TO BE CARRIED TO SUMMARY</b>					R.....

**OVERTIME NORMAL FOR CLEANERS AND SUPERVISOR FOR THE PERIOD OF 24 MONTHS**

32 Name of the bidder: .....

Signature of the Bidder .....

Date: .....

<u>PRICE BREAKDOWN</u>	<u>HOURLY RATE PER CLEANER</u>	<u>QUANTITY (Number of Cleaners)</u>	<u>DAYS</u>	<u>TOTAL</u>
Overtime Normal for cleaners	R.....	12	16 days	R.....
Overtime Normal for Supervisor	R.....	1	16 days	R.....
<b>2- TOTAL FOR OVERTIME NORMAL FOR CLEANERS AND A SUPERVISOR FOR THE PERIOD OF 24 MONTHS TOTAL TO BE CARRIED TO SUMMARY</b>				R.....
<b>LEAVE (CLEANERS AND A SUPERVISOR). NB: SUPPLIER TO INDICATE THE NUMBER OF DAYS CLEANERS ARE ALLOWED FOR LEAVE IN 24 MONTHS PERIOD OF THE CONTRACT)</b>				
<u>PRICE BREAKDOWN</u>	<u>CLEANERS PER MONTH</u>	<u>QUANTITY</u>	<u>NO OF DAYS IN 24 MONTHS</u>	<u>TOTAL FOR 24 MONTHS</u>
Normal Leave pay for cleaners	R.....	12	.....	R.....
Sick leave for cleaners	R.....	12	.....	R.....
Compassionate leave for cleaners	R.....	12	.....	R.....
Normal Leave pay for supervisor	R.....	1	.....	R.....
Sick leave for supervisor	R.....	1	.....	R.....
Compassionate				

33 Name of the bidder: .....  
Signature of the Bidder .....  
Date: .....

leave for supervisor	R.....	1	.....	R.....
<b>3- TOTAL FOR LEAVE (CLEANERS AND A SUPERVISOR) FOR THE PERIOD OF 24 MONTHS. TOTAL TO BE CARRIED TO SUMMARY</b>				R.....
<b>OTHER RELATED LABOUR SERVICES FOR CLEANERS FOR THE PERIOD OF 24 MONTHS</b>				
<b><u>PRICE BREAKDOWN</u></b>	<b><u>CLEANERS PER MONTH</u></b>	<b><u>QUANTITY</u></b>	<b><u>PERIOD</u></b>	<b>TOTAL FOR 24 MONTHS</b>
Provident Fund for cleaners	R.....	12	24 months	R.....
UIF for cleaners	R.....	12	24 months	R.....
COIDA for cleaners	R.....	12	24 months	R.....
Skills development levy for cleaners	R.....	12	1 X in 24 months	R.....
Provident Fund for a supervisor	R.....	1	24 months	R.....
UIF for supervisor	R.....	1	24 months	R.....
COIDA for supervisor	R.....	1	24 months	R.....
Skills development levy for supervisor	R.....	1	1 X in 24 months	R.....
Uniform for cleaners and	R.....		2 X in 24	R.....

34 Name of the bidder: .....

Signature of the Bidder .....

Date: .....

supervisor		13	months	
<b>4- TOTAL FOR OTHER RELATED LABOUR SERVICES FOR CLEANERS AND SUPERVISOR FOR THE PERIOD OF 24 MONTHS TOTAL TO BE CARRIED TO SUMMARY</b>				R.....

**CLEANING SERVICE TASK DESCRIPTION FOR THE PERIOD OF 24 MONTHS**

<u>PRICE BREAKDOWN</u>	<u>QUANTITY</u>	<u>TOTAL COST FOR 24 MONTHS</u>
Cleaning of Offices with carpets floors, tiles, concrete and wooden floors as per <b>Section A (A)</b> of the Cleaning Service Task Description	190	R .....
Cleaning of a Server Room (1) vinyl floor and patch rooms (3) as per <b>Section A (B)</b> of the Cleaning Service Task Description	4	R .....
Cleaning of entrances, foyers, passages and staircases as per <b>Section A (C)</b> of the Cleaning Service Task Description	5 floors	R .....
Cleaning of Toilets (restrooms) with tiles as per <b>Section A (D)</b> of the Cleaning Service Task Description	9 Toilets/Restrooms	R .....
Cleaning of boardrooms (4), and Photocopier rooms (2) with carpets floors as per <b>Section A (E)</b> of the Cleaning Service Task Description	4 Boardrooms	R .....
	2 Photocopier rooms	R .....
Cleaning of interior and exterior windows as per <b>Section A (F)</b> of the Cleaning Service Task Description	190 offices with windows	R .....

35      Name of the bidder: .....

            Signature of the Bidder .....

            Date: .....

Cleaning of kitchens with tiles floors as per <b>Section A (G)</b> of the Cleaning Service Task Description ( <b>Please note that other Fridges and microwaves are not in the kitchen, and supplier will be expected to clean</b> )	3 Kitchen	R .....
Cleaning of GG vehicles with proper car wash material and equipment as per <b>Section A (H)</b> of the Cleaning Service Task Description	Minimum of 5 per week	R .....
Deep cleaning of Carpets and upholstered furniture as per <b>Section A (I)</b> ( <b>Supplier is requested to bring a minimum of four (4) machines per service) (two Deep cleaning and two for Vacuum dry)</b> )	8 Quarters (4 per year)	R .....
Weekly Removal/ Disposal of Sanitary Bins (SHE-BINS) in the women cubicles as per <b>Section B (A)</b> of Task Description ( <b>Note: This must be done by a Professional/Qualified person</b> )	104 weeks	R .....
<b>5- TOTAL FOR CLEANING SERVICE TASK DESCRIPTION FOR THE PERIOD OF 24 MONTHS. TOTAL TO BE CARRIED TO SUMMARY</b>		R .....

**SUPPLY OF HYGIENE CONSUMABLES, CLEANING CHEMICALS AND MATERIALS FOR THE PERIOD OF 24 MONTHS ACCORDING TO THE STIPULATED FREQUENCY ON THE TASK DESCRIPTION TABLE**

<u>ITEMS PRICE BREAKDOWN (ALL ITEMS MUST BE SABS APPROVED)</u>	<u>QUANTITY (Estimated Monthly usage)</u>	<u>TOTAL COST (24 MONTHS)</u>
590mm x 740mm plastic bags for office bins,	800	

36 Name of the bidder: .....  
Signature of the Bidder .....  
Date: .....

kitchen bins, restroom bins		R .....
590mm x 740mm odor controlling bags for SHE-BINS	85	R .....
Small size sanitary disposal bags	300	R .....
2 ply paper towel	60	R .....
2 ply toilet paper	600	R .....
Seat Sanitizer Spray Refill	33	R .....
Hand wash Liquid Soap Refill (25 litres)	1	R .....
Air Freshener Refill for the toilets	15	R .....
Urinal Drip Sanitizer Refill	6	R .....
Deo Pellets for Urinal Basins (60kg)	1	R .....
Multipurpose Cleaner (25 litre container)	1	R .....
Dish Washing Soap (25 litre container)	1	R .....
Furniture Polish (300ml)	15	R .....
Cleaning Materials (Dish wash cloth, Micro-fibre cloths, Dust cloths, Buckets, Heavy duty vacuum machines, Heavy pressure washer, Cautions boards, Brooms, and any other		

37 Name of the bidder: .....

Signature of the Bidder .....

Date: .....

materials that might be needed) <b>For 24 months</b>	R .....
<b>6- TOTAL FOR SUPPLY OF HYGIENE CONSUMABLES AND CLEANING CHEMICALS AND MATERIALS FOR THE PERIOD OF 24 MONTHS. TOTAL MUST BE CARRIED TO SUMMARY</b>	<b>R .....</b>

**SUMMARY FOR COSTING**

<b>NUMBER OF TOTALS</b>	<b>SERVICES REQUIRED</b>	<b>PERIOD</b>	<b>TOTAL</b>
1	SALARY/ RENUMERATION FOR CLEANERS AND A SUPERVISOR X 24 MONTHS	24 months	R.....
2	TOTAL FOR OVERTIME NORMAL FOR CLEANERS AND A SUPERVISOR FOR THE PERIOD OF 24 MONTHS	24 months	R.....
3	TOTAL FOR LEAVE (CLEANERS AND A SUPERVISOR) FOR THE PERIOD OF 24 MONTHS.	24 months	R.....
4	TOTAL FOR OTHER RELATED LABOUR SERVICES FOR CLEANERS AND SUPERVISOR FOR THE PERIOD OF 24 MONTHS	24 months	R.....
5	TOTAL FOR CLEANING SERVICE TASK DESCRIPTION FOR THE PERIOD OF 24 MONTHS. TOTAL TO BE CARRIED TO SUMMARY	24 months	R.....
6	TOTAL FOR SUPPLY OF HYGIENE CONSUMABLES AND CLEANING CHEMICALS AND MATERIALS FOR THE PERIOD OF 24 MONTHS TOTAL MUST BE CARRIED TO SUMMARY	24 months	R.....
<b>SUB-TOTAL BID PRICE</b>			<b>R.....</b>
<b>ADD VAT (15%)</b>			<b>R.....</b>
<b>TOTAL BID PRICE VAT INC (THE TOTAL MUST BE TRANSFERRED/ WRITTEN ON THE FIRST PAGE)</b>			<b>R.....</b>

38 Name of the bidder: .....  
Signature of the Bidder .....  
Date: .....



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.

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. 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 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**

**BID PROCESS (EQUAL OR BELOW R 50 MILLION)**

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**

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**8 DEFINITIONS**

**“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;

**“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

**“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;

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

**“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and

"Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -

Before 27 April 1994; or

On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

## D GENERAL CONDITIONS

2.1 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

### 2.2 To be completed by the organ of state

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

2.3 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.

### 2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 2.5 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.
- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.
- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 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.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

3. **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

5. **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality (Gauteng Province)	3		

The number of points claimed for specific goals, are calculated as follow:

(I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

• **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.

(II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

• **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.

(III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

• **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:

• **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:

• **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

**2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.**

### **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

#### **3.1. POINTS AWARDED FOR PRICE**

##### **3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest 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 points is allocated for price on the following basis:

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above 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.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

**5. SUB-CONTRACTING**

5.1 Will any portion of the contract be sub-contracted?  
(Tick applicable box)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: .....%
- ii) The name of the sub-contractor: .....
- iii) Points claimed for HDI by the sub-contractor: .....

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1. Name of company/firm: .....

6.2. Company registration number: .....

6.3. 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]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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

## TABLE OF CLAUSES

- Definitions
- Application
- General
- Standards
- Use of contract documents and information; inspection
- Patent rights
- Performance security
- Inspections, tests and analysis
- Packing
- Delivery and documents
- Insurance
- Transportation
- Incidental services
- Spare parts
- Warranty
- Payment
- Prices
- Contract amendments
- Assignment
- Subcontracts
- Delays in the supplier's performance
- Penalties
- Termination for default
- Dumping and countervailing duties
- Force Majeure
- Termination for insolvency
- Settlement of disputes
- Limitation of liability
- Governing language
- Applicable law
- Notices
- Taxes and duties
- National Industrial Participation Programme (NIPP)
- Prohibition of restrictive practices

## 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](http://www.treasury.gov.za)

**• Standards**

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

**• 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.

**• 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.

**• Performance**

7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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:

(J) 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

(K) 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.

**• 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.

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

**(KK) services**

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

(JJJ) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(KKK) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(LLL) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(MMM) 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:

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

in the event of termination of production of the spare parts:

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

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

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

### **(c) 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:

6. 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;
7. if the Supplier fails to perform any other obligation(s) under the contract; or
8. 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:

7. the name and address of the supplier and / or person restricted by the purchaser;
8. the date of commencement of the restriction
9. the period of restriction; and
10. 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.

## **2 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

<b>Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>v) Termination for insolvency</b>	<p>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.</p>
<b>vi) Settlement of Disputes</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>(b) the purchaser shall pay the supplier any monies due the supplier.</li> </ul>
<b>(f) Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none"> <li>(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</li> </ul>

- (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.