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 RENDER A STANDARD OF CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

DLRRD (PSSC GP) -0003 (2026/2027)

Name of Tenderer :_____

Name of duly authorised person : _____

Address: _____

_____

_____

Tel. Number : _____

Cell number : _____

Fax number : _____

E-mail : _____

CLOSING DATE: 03 DECEMBER 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) -0003 (2026/2027)

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD OF CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) 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:

Venue: 9 BAILEY LANE, ARCADIA **Date:** **19 NOVEMBER 2026** **(THURSDAY)** **Time:** 11:00 AM **25°44'31.02"S28°12'11.81"E** **NB : BIDDERES ARE REQUEST TO COME WITH THEIR IDENTITY DOCUMENT (ID) FOR IDENTIFICATION ON THE DATE OF THE BRIEIFNG DUE TO SECURITY REASONS.**

TECHNICAL ENQUIRIES:

Mr Molefe Tholo Tel no: 012 310 6637 / 082 673 4044 Email: Phanuel.Tholo@dlrrd.gov.za	Ms. Esther Ramatseba Tel no: 012 337 3690 / 060 886 1507 Email: Esther.Ramatseba@dlrrd.gov.za

BIDS / SUPPLY CHAIN ENQUIRIES:

Ms. Millicent Mpepele Tel: 012 337 3700 / 071 878 9095 Email: Millicent.Mpepele@dlrrd.gov.za	Mr. Absalom Marema Tel: 012 337 3634 Email: Absalom.Marema@dlrrd.gov.za

CLOSING DATE AND TIME: 03 DECEMBER 2026 AT 11:00 AM

DELIVERY ADDRESS: 524 STANZA BOPAPE STREET, CNR STANZA BOPAPE STREET AND STEVE BIKO STREET 7TH FLOOR SUNCARDIA BUILDING, ARCADIA

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

LA 1.2

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

BID NUMBER: DLRRD (PSSC GP) -0003 (2026/2027)

CLOSING TIME: 11H00 AM **CLOSING DATE:** 03 DECEMBER 2026

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

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)***

LA 1.3

MAP TO BIDDER BOX (B BOX)

DLRRD (PSSC GP) -0003 (2026/2027) CLOSING DATE: 03 DECEMBER 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)

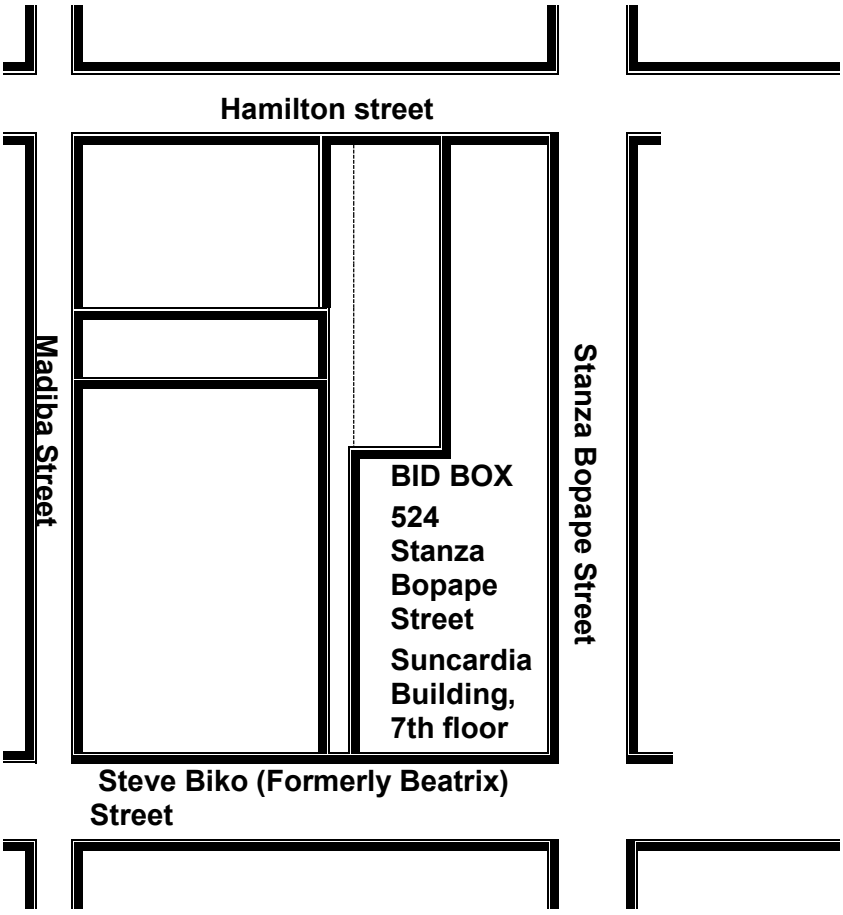
BIDS RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

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."

Department of Land Reform and Rural Development
Acquisition Management
(BIDS)
524 SUNCARDIA BUILDING, 7th FLOOR
STANZA BOPAPE STREET, CNR STANZA BOPAPE AND STEVE BIKO, ARCADIA,
0001



NOTE THAT THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS SITUATED IN SUNCARDIA MALL 7TH 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:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000,*

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no CRDP 0006, and any contract which may arise there from,

on behalf of *Mabel House (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of *A.F Jones)*

As witnesses:

1. .....

2. .....

Signature of person authorised to sign the tender: . . . . . .

Date: . . . . . .

SAMPLE

SBD 2

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.

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.

TAX CLEARANCE

TCC 001

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

to apply to and receive from

Signature of representative/agent

Name of representative/ agent

C C Y Y M M D D

Date

Declaration

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

C C Y Y – M M – D D

Signature of applicant/Public Officer

Date

Name of applicant /Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) 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 ...

3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**DLRRD (PSSC GP) -0003 (2026/2027)**	CLOSING DATE:	**03 DECEMBER 2026**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD OF CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT: PSSC: GP

524 STANZA BOPAPE STREET (CNR STANZA BOPAPE AND STEVE BIKO)

SUNCARDIA BUILDING ,7TH FLOOR, PRETORIA, ARCADIA

FOR ATTENTION: MILLICENT MPEPELE OR ABSALOM MAREMA

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms Millicent Mpepele**	CONTACT PERSON	**Mr Molefe Tholo**
TELEPHONE NUMBER	**012 337 3700 / 071 878 9095**	TELEPHONE NUMBER	**012 310 6637 / 082 673 4044**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**Millicent.Mpepele@dlrrd.gov.za**	E-MAIL ADDRESS	**Phanuel.Tholo@dlrrd.gov.za**

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

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

DATE: ……

Name of the bidder: ……

Signature of the Bidder ……

Date: ……

OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG
No. 9 Bailey Lane, Arcadia, 0007 | Private Bag X 03, Arcadia, 0007
Tel: (012) 310 6500 | Fax: (012) 323 0312

REQUEST APPROVAL TO APPOINT A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

OBJECTIVE

The objective is to appoint a suitable service provider that can render standard cleaning and hygiene services to the Office of the Regional Land Claims Commissioner: Gauteng for a period of twenty-four (24) months.

Address for Office of the Regional Land Claims Commissioner: Gauteng

No 9 Bailey Avenue
National Road Safety Council (NRSC) Building
Corner Bailey Avenue and Johannes Ramokhoase Street (Formerly Proes Street)
Arcadia, Pretoria
City of Tshwane Municipality

1. GUIDELINES FOR THE SCOPE OF WORK

a. Total building area is approximately ±4500m² and it includes the basement area/s, ground floor, 1st floor, 2nd floor, 3rd floor, 4th floor, 5th floor, 6th floor, the lift maintenance area above the 6th floor, and the outside perimeter including the front garden/s, pedestrian pavement, back entrance pavement, top pavement next to the guardroom and the generator area.

i. Total number of building floors/levels to be cleaned is eight (8) with a total of 109 rooms;

1. Total number of offices to be cleaned daily and weekly is 95 (i.e. all offices, kitchens, boardrooms, photocopier rooms, camera control room, server room, two elevator lifts, transformer rooms, etc.)
2. Total number of rooms to be cleaned occasionally/sometimes is 14 (i.e. record rooms, storerooms etc.)
3. Lift maintenance area and 6th floor rest area

ii. **14** toilets containing **24** cubicles **(11** male cubicles and **13** females' cubicles).
iii. The service provider will be required to perform quarterly carpet, blinds, curtains, and toilet deep cleaning.
iv. Breakdown of the estimated building area (+-4500m²):

1. Estimated internal pavement area = +- 465.2m² (303.2m² [back] + 162.0m² [front]).
2. Estimated external/pedestrian pavement area = +- 252.0.m²
3. Estimated tile flooring = +-717.4m²
4. Estimated wooden flooring = +-185.4m²
5. Estimated carpet flooring = +-2265.6m²
6. Estimated vinyl flooring = +-104.6m²
7. Estimated parking space area = +-376.8m²
8. Estimated concrete flooring = +-320.90m² (67.5m² to be cleaned occasionally)

v. The service provider will be required to handle and dispose of sanitary waste as per the National Health Act 61 of 2003 (Health Care Risk Waste Regulation 375 of 2014)

Name of the bidder: ……

Signature of the Bidder ……

Date: ……

LEGISLATIVE REQUIREMENTS

Bidders must comply with all legislative regulatory requirements inclusive but not limited to the following:

1. Labour Relation Act 66 of 1995 (as amended)
2. Employment Service Act No.4 of 2014
3. Basic Conditions of Employment Act No.75 of 1997
4. Unemployment Insurance Act No.63 of 2001
5. Unemployment Insurance Contributions Act, 4 of 2002.
6. Occupational Health and Safety Act, 85 of 1993 (OHSA).
7. Compensation for Occupational Injuries and diseases Act,130 of 1993
8. Registration and compliance with the Bargaining Council for the Contract Cleaning Services Industry (BCCCI) and all applicable collective agreements.

2. STAFFING AND UNIFORM REQUIREMENTS

- Cleaning staff required is **11** cleaners, consisting of **10** cleaners and **1** monitoring and administrative supervisor). At least two **(2)** of the ten cleaners should be males/men.
- Each cleaner will be allocated to a specific floor. However, office cleaners can be rotated monthly, quarterly or as and when required within the building.
- Cleaning personnel must commence work daily from **06H30** to **15H00** (Monday – Friday). Excluding weekends and public holidays unless where specified e.g. carpet cleaning.
- During working hours, all cleaning personnel should be dressed in a professional and presentable manner, always wearing similar uniform/s that show the company logo (The company shall be responsible for providing uniforms at its own cost).
- The uniform should be in compliance with the OHS ACT requirements e.g. gear and safety shoes),
- No cleaner will be allowed to work with their own personal clothes or shoes.
- The company should ensure that it provides its staff with uniforms 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 the office with replacements/relievers. These relievers should also be dressed in appropriate PPE uniforms bearing the company logo.

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

3.

SECTION A

(Provision of Cleaning Services)

CLEANING SERVICE TASKS DESCRIPTION	FREQUENCY
A. OFFICES (109): Carpets, Tiles, Concrete, Wooden & Vinyl Floors	
• Spot brush and clean soil marks (carpet) • Vacuum thoroughly (carpet) • Sweep wooden floor • Polish the wooden floor • Sweep with damp mop (tile and concrete floors) • Apply non-slippery polish (outside tiles and south staircases) • Disinfect/wipe all door handles and entrances with SABS approved germ guard.	• Daily, as and when required • Once weekly, as and when required • Daily and as and when required • Twice weekly • Daily • Twice weekly • Daily
• Clean picture frames, door handles, artificial plants with damp cloth or duster. • Clean whiteboards with a whiteboard brush and cleaner (detergent to be supplied by the department)	• Daily, as and when required • As and when required
• Wipe light switches, door name tags, and all horizontal and vertical surfaces, as well as any material partitions inside offices, with a damp cloth.	• Daily, as and when required
• Use a microfiber cloth and computer cleaner certified by SABS to clean computer components, such as laptops, desktops, monitors, keyboards, and other devices.	• Daily, as and when required
• Wipe all telephones with a damp/moist cloth with a SABS approved germ guard sanitizer.	• Daily, as and when required
• Clean all wooden furniture with SABS approved polish • Use a moist cloth to clean all steel furniture in the offices e.g. steel cupboards, cabinets, safes etc. • Wipe upholstered office chairs with damp/moist cloth • Clean all leather furniture (couches and chairs) with SABS approved leather polish/cleaner.	• Daily, as and when required • Daily, as and when required • Daily • Daily, as and when required
• Supply 590mm x 740mm disposal/plastic bags for office bins.	• Daily

Name of the bidder: ……

Signature of the Bidder ……

Date: ……

• Empty dust bins and waste-paper baskets/box • Kitchen dustbins to be washed with SABS approved detergent. • Replenish dustbins with new inner plastic bags (there must always be a plastic bag in the dustbin).	• Twice daily • Twice weekly • Weekly, as and when required
• Water jugs and drinking glasses in the offices to be cleaned with SABS approved dish washing liquid soap and water jugs to be refilled with fresh water. • Collect dishes (cutlery and crockery) and lunchboxes from all official offices and wash with SABS approved dish washing liquid soap.	• Twice daily • Daily with spot checks to be conducted at two-hour intervals (08h00/10h00/12h00/14h00)
• Wash all carpet areas and all upholstered furniture in the building: • Carpet = +-2265.6m² • Double seater couches = 9 • Single seater couches = 13 • Chairs = 198.	• Once quarterly
• Clean marks/stains on walls and doors with SABS approved detergent. • Feather dust all paintings/photographs. • Clean inside and outside of office cupboards and filing cabinets with SABS approved cleaning detergent. • Clean window stays and window fasteners with SABS approved cleaning detergent.	• All activities to be performed monthly
• Steam cleaning of blinds in the offices, boardrooms, photocopier rooms, kitchens, lift foyers and other areas etc. • Washing and steam ironing curtains in the offices and boardrooms	• All activities to be performed quarterly.
• Fridges must be wiped on the outside with damp cloth and SABS approved detergent. • The interior and the accessories should be cleaned with water and SABS approved detergent. • Fridges must be defrosted and washed with water and SABS approved detergent.	• Daily, as and when required • Weekly, as and when required • Monthly, as and when required
• All appliances, e.g. microwaves, sandwich pressers/grillers, sandwich makers, coffee maker machines, toasters and egg boilers must be cleaned with SABS approved cleaner/soap. • Kettles should be cleaned with a SABS approved kettle cleaner.	• Daily, as and when required • Twice a month, as and when required

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

• Empty shredder machines on all floors when they are full and replace plastic bags (plastics to be supplied by the department).	• Spot checks to be conducted twice daily (10h00 and 14h00).
B. CLEANING OF SERVER ROOM (1) & CCTV CONTROL ROOM (1): NB: These areas must be cleaned under supervision of office staff	
• Use a microfiber cloth and approved SABS computer cleaner to clean computer components, such as laptops, desktops, monitors, keyboards, television, and other devices. • Clean all horizontal and vertical surfaces. • Wipe or clean the internal part of windows. • Sweep and polish the vinyl and concrete flooring • Clean all wooden furniture with SABS approved polish • Use a moist cloth to clean all steel furniture in the offices e.g. steel cupboards, cabinets, safes etc. • Wipe upholstered office chairs with damp/moist cloth • Clean all leather furniture (couches and chairs) with SABS approved leather polish/cleaner. • Wash and clean walls	• Bi-weekly, as and when required • Once Quarterly
C. CLEANING OF ENTRANCES, FOYERS, PASSAGES & STAIRCASES: **7 Entrance foyers,** **6 Passages,** **2 Staircases (North - tile) & (South - concrete)**	
• Pick up, clean all waste containers and dispose of all trash/waste (including the bio-hazard waste bins/boxes).	• Daily, as and when required
• Glass doors at the entrances and passages must be cleaned with damp cloth and SABS approved window/glass cleaner. • Wipe all burglar doors with a damp cloth	• Daily, as and when required • Daily
• Clean all windows, doors, doorknobs, metal work and clean/wipe all accessible ledges to height of 2m.	• Daily, as and when required
• Clean picture frames, door tags, directory/notice boards and suggestion boxes with a damp cloth or duster.	• Daily, as and when required
• Clean skirting • Clean handrails/banisters on staircases with a SABS approved germ guard	• Weekly • Daily, as and when required
• Empty shredder machines on all floors when they are full and replace plastic bags (plastics to be supplied by the department).	• Daily, as and when required
• Replace empty water cooler bottles from the dispensers (currently 8	• Once daily, as and when

Name of the bidder: ……

Signature of the Bidder ……

Date: ……

in total).	required
• Burnishing staircases with the polishing machine	• Weekly, as and when required
• Use a scrubber with brush on the north-side staircases	• Quarterly
D. BOARDROOMS (02), AUDITORIUM (01) AND PHOTOCOPIER MACHINE ROOMS (7)	
• Spot brush and clean soil marks	• Daily
• Clean the sound system equipment with a damp cloth.	• Daily
• Vacuum carpets thoroughly	• Once weekly, as and when required
• Sweep the wooden boardroom floor with a damp mop	• Daily
• Polish the boardroom wooden floor with SABS approved polish	• Twice a week
• Disinfect boardrooms before and after every meeting with SABS approved germ guard.	• Before and after the meeting
• Preparation of boardrooms for meetings with refreshments (e.g. tea, coffee, soft drinks, water, biscuits etc.).	• As and when required
• Preparation of boardrooms for meetings with clean glassware, crockery and cutlery, and cleaning afterwards.	• As and when required
• Wipe the external of the photocopier and shredder machines with damp cloth and ensure that the area is neat and tidy.	• Daily
• Clean all wooden furniture with SABS approved polish	• Before and after the meeting
• Wipe upholstered chairs with damp/moist cloth	• Before and after the meeting
• Clean leather furniture (chairs) with SABS approved leather polish/cleaner.	• Before and after the meeting
• Glass doors at the auditorium entrances must be cleaned with damp cloth and SABS approved window/glass cleaner.	• Daily
• Clean and sweep the auditorium control room floor and dust the area with a wet cloth	• Once weekly
• Clean the outside area of the auditorium	• Once weekly
E. WASHING OF GG VEHICLES (WASH MINIMUM OF 05 VEHICLES WEEKLY)	
• All vehicles should be cleaned internally and externally.	• Weekly, as and when required
• Use pressure spray/wash with suitable car soap/shampoo to clean the vehicles externally.	
• Use a microfibre cloth to wipe dry vehicles.	

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• Polish the tyres with a SABS approved tyre polish. • Vacuum-clean the vehicles internally and ensure all compartments are clean e.g. dashboard, boot, inner carpet, armrests, seats etc. • Wipe the interior of the vehicles e.g. steering wheel, handbrake, dashboard (use SABS approved polish/spray). • All vehicles must be disinfected with a SABS approved germ guard.	• Daily, as and when required
F. WINDOW CLEANING (Internal Only)	
• Clean interior glass surface of all windows with damp cloth and window cleaner	• Monthly
• Wipe window frames and windowsills with damp cloth and soap	• Daily
G. KITCHENS (07)	
• Clean the tiled floors with a wet mop and soap/floor cleaner and ensure kitchens are always neat and tidy.	• Twice daily, as and when required
• Clean the kitchen cupboards inside and outside with SABS approved cleaning detergent). • Disinfect/wipe door handles for the main kitchen entrance and door handles for the cupboards with SABS approved detergent. • Disinfect/wipe the sink and taps with SABS approved cleaner (always ensure the surface/counter is always dry and neat).	• Daily
• All appliances, e.g. coffee machines, microwaves, sandwich pressers/grillers, sandwich makers, toasters and egg boilers, must be cleaned with SABS approved cleaner/soap. • Kettles should be cleaned with a SABS approved kettle cleaner	• Daily • Twice a month, as and when required
• Fridges must be wiped on the outside with damp cloth and SABS Approved detergent. • The interior and the accessories should be cleaned with water and SABS approved detergent. • Fridges must be defrosted and washed with water and SABS approved detergent.	• Daily, as and when required • Weekly, as and when required • Monthly, as and when required
• Replacement of dishwashing cloths (microfiber and cotton) and sponges (non-scratch) • Ensure food leftovers are not disposed into the sink drain system. Leftovers are to be disposed of into the dustbins. • Kitchen sinks and laundry basins to be cleaned with liquid/salt drain cleaners (chemical to be supplied by the department).	• Monthly • Monthly, as and when required
• Supply 590mm x 740mm disposal/plastic bags for 6 kitchens bins.	• Daily, as and when required

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• Empty the kitchen dustbins • Kitchen dustbins to be washed with SABS approved detergent. • Replenish dustbins with new inner plastic bags (there must always be a plastic bag in the dustbin).	• Twice daily (08h00 – 14h00) or as and when required • Weekly, as and when required • Twice weekly, as and when required
H. INTERNAL AND EXTERNAL ACTIVITIES	
• Take out municipal rubbish bins for collection and wash them with SABS approved antiseptic material before placing them back. • Clean the waste area with SABS approved antiseptic material and sort trash into bins with different types of material e.g. paper, cans, kitchen waste etc. • Apply suitable SABS approved non-slippery tile polish.	• Twice weekly, as and when required • Daily • Twice weekly, as and when required
• Clean the outside and the pedestrian pavements surrounding the building with a cordless vacuum garden blower and broom. • Clean the basement parking area with a broom. • Clean and maintain the front entrance gardens (watering, trimming etc.) 1.5m² in size. Standard garden tools to be provided by the department. • Sweep and mop the front entrance walkway with SABS approved detergent. • Apply suitable non-slippery SABS approved tile polish. • Use a high-pressure washer and a scrubbing machine and apply SABS-approved detergent to clean the basement parking space.	• Daily (in the morning) • Daily, as and when required • Daily, as and when required • Daily, as and when required • Twice weekly • Once a Quarter
• Clean the lift's vinyl floors with a wet mop and SABS approved detergent • Wipe the banisters and the control buttons with a SABS approved germ guard. • Wipe the doors and mirrors with glass/window SABS approved detergent/cleaner. • Apply suitable non-slippery SABS approved vinyl/tile polish	• Twice daily, as and when required • Daily, as and when required • Twice weekly
• Clean the lift maintenance area by sweeping with wet/damp mop and SABS approved detergent (concrete) • Apply non-slippery SABS approved polish • Wash and clean all walls with water and SABS approved detergent.	• Once a week • Once a quarter
• Cleaning of storerooms and record rooms by vacuuming carpets, sweeping and mopping concrete flooring and applying non-slippery SABS approved polish.	• Monthly, as and when required

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• Wipe steel cabinets with damp cloth and dust cabinets content with a feather duster.	
• Clean the concrete floor of the three (3) basement transformer rooms with a wet mop and apply suitable SABS approved tile polish (do not use a broom as it will cause dust for the equipment).	• Weekly, as and when required
I.TOILET CLEANING (14) (Ablution Facilities)	
• Clean all restrooms and cubicles with a wet mop and SABS-approved antibacterial/antiseptic detergent. • Clean all (**27**) basins with SABS approved detergent. • Clean all (**11**) urinary basins with SABS approved detergent. • Wipe/disinfect all door handles with SABS approved germ guard • Clean mirrors with window cleaning detergent. • Empty dustbins and take the trash to the waste area outside • All toilets should be free from dust, spillage, stains and odor. • Replenish consumables when required e.g. air freshener, seat sanitizers, hand soaps, toilet paper, paper towels etc. • Report any leakages, faults etc. to facilities management	• All toilets should be cleaned twice daily and when required (06h30 and 13h00). • Cleaners to perform spot checks in hourly intervals. • Supervisor to perform inspections in 2-hour intervals.
• Replace inner dustbin plastic bags	• Once weekly
• Washing of walls, doors and pipes (toilet bowl, waste pipes, basin waste pipes etc.)	• Monthly, as and when required
• Deep cleaning of all toilets. • Wash and clean walls, doors, ventilators, pipes and other accessible surfaces. • Deep clean toilet bowls, urinal basins, wash basins and hygiene equipment using suitable professional-grade cleaning chemicals. • Apply professional-grade descaling agents to remove limescale, water lines, stains, bacterial build-up and accumulated deposits. • Clean and disinfect all sanitary fittings and surfaces to ensure they are hygienic, odour-free and free from visible dirt and residue. • Use chemicals in accordance with manufacturer instructions and applicable health and safety requirements.	• Quarterly

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SECTION B

TOILET HYGIENE EQUIPMENT AND CONSUMABLES

NOTES FOR SERVICE PROVIDER/S:

- The department/office owns all toilet hygiene equipment and the service provider's obligations under this section are to oversee usage, supply consumables and to keep the equipment clean and functional.

- Cleaners should ensure that all the hygiene equipment is properly closed and locked when replenishing stock.

TASK DESCRIPTION	FREQUENCY
A. SANITARY DISPOSAL BINS (SHE-BINS) (13 WOMEN CUBICLES)	• Cleaners to perform spot checks in hourly intervals. • Supervisor to perform inspections in 2-hour intervals.
• Sanitary waste needs to be collected and removed immediately to a controlled dump site. It shouldn't remain on the departmental property. • Once the She-Bins waste is removed, the equipment should be cleaned externally and internally with SABS approved antiseptic cleaner and replenish inner plastic bags. • Supply approximately 65 odour-control disposal bags (590mm x 740mm) for She-Bins across all 13 toilet cubicles, based on an estimated usage of five liners per cubicle per month.	• Weekly • Once weekly • Monthly, as and when required
• Supply and replace batteries as required to ensure the proper functioning of the SHE-BIN mechanisms.	• As and when required
B. SANITARY HYGIENE BAGS FOR SANITARY TOWELS	• Cleaners to perform spot checks in hourly intervals. • Supervisor to perform inspections in 2-hour intervals.
• Supply approximately 390 small-sized sanitary disposal bags for all 13 toilet cubicles, based on an estimated monthly allocation of 30 bags per cubicle.	• Monthly, as and when required
• Replenish sanitary disposal bag packs as and when they are depleted to ensure continuous availability in all toilet cubicles.	• As and when required
C. SEAT SANITISER SPRAY	• Cleaners to perform spot checks in hourly intervals. • Supervisor to perform inspections in 2-hour intervals.

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• Supply approximately 24 x 400ml liquid-based toilet seat sanitiser spray refills containing antiseptic/germicidal agents, based on an estimated usage of one refill per cubicle per month.	• Monthly, as and when required
• Replenish toilet seat sanitiser spray dispensers as and when depleted to ensure continuous availability in all toilet cubicles.	• As and when required
D.AUTOMATIC HAND WASH LIQUID SOAP DISPENSER	• Cleaners to perform spot checks in hourly intervals. • Supervisor to perform inspections in 2-hour intervals.
• Supply estimated 25 Litres drip-free, non-ammoniated liquid hand soap to refill 14 ±300ml dispensers. • The soap shouldn't be too harsh or irritate the skin.	• Monthly, as and when required
• Replenish liquid hand soap dispensers as and when depleted to ensure continuous availability in all bathrooms.	• As and when required
• Supply and replace batteries as required to ensure the proper functioning of the liquid hand soap dispensers.	• As and when required
E. AUTOMATIC PAPER TOWEL DISPENSER WITH BINS	• Cleaners to perform spot checks in hourly intervals. • Supervisor to perform inspections in 2-hour intervals.
• Supply approximately 70 packs of 250mm, 2-ply, SABS-approved paper hand towels, based on an estimated monthly usage of five packs per bathroom. • Material should be manufactured from a soft, good quality paper tissue. • Before accepting delivery, the sample must be given to the office representative for consideration; the evaluation will determine if the sample is accepted by the office. • In the event that stock is accepted, and it later turns out that other batches are not made of the same material as the one that was tested, the office is entitled to request a replacement of the bad batches with the acceptable ones (the office has the right to ask for an exchange for the batches with acceptable material).	• Monthly, as and when required
• Replenishment of hand paper towel rolls	• As and when required
• Replace batteries for the paper towel dispenser operation/mechanism.	• As and when required
• Supply approximately 70 plastic disposal bags (590mm x 740mm) for paper towel disposal bins, based on an estimated usage of five bags per bathroom per month.	• Monthly, as and when required
F. AUTOMATIC AIR FRESHENER	• Cleaners to perform spot checks in hourly intervals. • Supervisor to perform inspections

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	in 2-hour intervals.
• Supply estimated 28 x 250ml flavored air fresheners and reload when empty (2 x 14 toilets per month = 28). • Air fresheners should spray at minimum intervals of 10-15 minutes (this may be changed according to the usage of each toilet).	• Monthly, as and when required
• Supply and replace batteries as required to ensure the proper functioning of the air freshener dispensers.	• As and when required
G. 3 TIER TOILET PAPER ROLL HOLDERS	• Cleaners to perform spot checks in hourly intervals. • Supervisor to perform inspections in 2-hour intervals.
• Supply approximately 600 SABS-approved, 2-ply toilet paper rolls (500 sheets per roll), based on an estimated consumption of 150 rolls per week. • Material should be manufactured from a soft, good quality paper tissue. • Before accepting delivery, the sample must be given to the office representative for consideration; the evaluation will determine if the sample is accepted by the office. • In the event that stock is accepted, and it later turns out that other batches are not made of the same material as the one that was tested, the office is entitled to request a replacement of the bad batches with the acceptable ones (the office has the right to ask for an exchange for the batches with acceptable material).	• Monthly, as and when required
• Replenish hand paper towel rolls as and when depleted to ensure continuous availability in all bathrooms.	• Twice daily, as and when required
H. URINAL DRIP SANITIZER	• Cleaners to perform spot checks in hourly intervals. • Supervisor to perform inspections in 2-hour intervals.
• Supply approximately 11 x 310ml fragranced urinal sanitiser refills containing antiseptic/germicidal agents per month to maintain hygiene and odour control in all urinals.	• Monthly, as and when required
• Supply approximately 22 fragranced urinal P-mats per month for the 11 urinal basins in the male toilets, based on a replacement frequency of one P-mat per basin every two weeks, with assorted fragrances.	• Monthly, as and when required
• Supply and replace batteries as required to ensure the proper functioning of the urinal drip sanitiser dispensers.	• As and when required

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SUMMARY OF QUARTERLY ACTIVITIES **NB:** The dates for the activities will be communicated to the service provider in advance.	FREQUENCY
• Wash all carpet areas and all upholstered furniture in the building: • Carpet = 2265.6m² • Double seater couches = 9 • Single seater couches = 13 • Chairs = 198.	• Once quarterly and when required
• Steam cleaning of blinds in the offices, boardrooms, photocopier rooms, kitchens, lift foyers and other areas etc. • Washing and steam ironing curtains in the offices and boardrooms • Wash and clean all walls with water and SABS approved detergent.	• All activities to be performed quarterly.
• Use a scrubber with brush on the north-side staircases	• Quarterly
• Deep Cleaning of all toilets. • Wash and clean walls, doors, ventilators, pipes and other accessible surfaces. • Deep clean toilet bowls, urinal basins, wash basins and hygiene equipment using suitable professional-grade cleaning chemicals. • Apply professional-grade descaling agents to remove limescale, water lines, stains, bacterial build-up and accumulated deposits. • Clean and disinfect all sanitary fittings and surfaces to ensure they are hygienic, odor-free and free from visible dirt and residue. • Use chemicals in accordance with manufacturer instructions and applicable health and safety requirements.	• Quarterly
• Use a high-pressure washer and a scrubbing machine and apply SABS-approved detergent to clean the basement parking space.	• Quarterly

Name of the bidder: ……

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SUMMARY OF ESTIMATED CONSUMABLES REQUIREMENTS **NB:** All deliveries must be reported to Facilities Management for verification of the quantity and quality of the stock received.	FREQUENCY
• Supply 600 x 590mm x 740mm disposal/plastic bags for office bins (12 per office per month).	• Daily, as and when required
• Supply 590mm x 740mm disposal/plastic bags for 6 kitchens bins.	• Daily, as and when required
• Supply approximately 65 odour-control disposal bags (590mm x 740mm) for She-Bins across all 13 toilet cubicles, based on an estimated usage of five liners per cubicle per month.	• Monthly, as and when required
• Supply approximately 390 small-sized sanitary disposal bags for all 13 toilet cubicles, based on an estimated monthly allocation of 30 bags per cubicle.	• Monthly, as and when required
• Supply approximately 24 x 400ml liquid-based toilet seat sanitiser spray refills containing antiseptic/germicidal agents, based on an estimated usage of one refill per cubicle per month.	• Monthly, as and when required
• Supply estimated 25 Litres drip-free, non-ammoniated liquid hand soap to refill 14 ±300ml dispensers. • The soap shouldn't be too harsh or irritate the skin.	• Monthly, as and when required
• Supply approximately 70 packs of 250mm, 2-ply, SABS-approved paper hand towels, based on an estimated monthly usage of five packs per bathroom.	• Monthly, as and when required
• Supply approximately 70 plastic disposal bags (590mm x 740mm) for paper towel disposal bins, based on an estimated usage of five bags per bathroom per month.	• Monthly, as and when required
• Supply estimated 28 x 250ml flavored air fresheners and reload when empty (2 x 14 toilets per month = 28). • Air fresheners should spray at minimum intervals of 10-15 minutes (this may be changed according to the usage of each toilet).	• Monthly, as and when required
• Supply approximately 600 SABS-approved, 2-ply toilet paper rolls (500 sheets per roll), based on an estimated consumption of 150 rolls per week.	• Monthly, as and when required
• Supply approximately 11 x 310ml fragranced urinal sanitiser refills containing antiseptic/germicidal agents per month to maintain hygiene and odour control in all urinals.	• Monthly, as and when required
• Supply approximately 22 fragranced urinal P-mats per month for the 11 urinal basins in the male toilets, based on a replacement frequency of one P-mat per basin every two weeks, with assorted fragrances.	• Monthly, as and when required

Name of the bidder: ……

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4. 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 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 Occupational Health and Safety standards.
- All cleaning consumables and equipment shall be stored on-site (locally) within the building where the

  main business operations are conducted. The Department will provide a dedicated, lockable room or storage area for this purpose.
- All equipment to be supplied and used must be durable and SABS/SANS approved.
- 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.

5. EVALUATION CRITERIA

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

1. Evaluation for mandatory criteria/requirements

2. Evaluation in terms of Functionality

3. Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

5.1 EVALUATION FOR MANDATORY CRITERIA / REQUIREMENTS

5.1 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.

5.2 Bidders must attend compulsory briefing session.

5.3 The Pricing Schedule (SBD3.3) must be fully completed and signed by the duly authorized person on all pages of the schedule.

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5.4 The bidder must demonstrate compliance with the applicable minimum wage rates and employment conditions prescribed under the Department of Employment and Labour's regulations, including the Basic Conditions of Employment Act and Sectoral Determination 1: Contract Cleaning Sector, applicable to the Tshwane Metropolitan Municipality area.

5.5 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.

5.6 **Sanitary Waste Removal and Management:** The bidder must provide proof of arrangements for the collection and removal of sanitary waste, either through a quotation from the proposed waste removal service provider and letter of intent. In either case, the associated costs must be included in the overall bid price. **(THE QUOTATION AND LETTER OF INTENT FROM THE PROPOSED WASTE REMOVAL SERVICE PROVIDER MUST BE ACCOMPANIED BY THE VALID CERTIFICATE FOR THE DISPOSAL OF SANITARY BIN CONTENTS IN ACCORDANCE WITH THE NATIONAL ENVIRONMENTAL MANAGEMENT WASTE ACT).**

Where the bidder undertakes sanitary waste collection, transportation and disposal services, it must submit valid a **CERTIFICATE FOR THE DISPOSAL OF SANITARY BIN CONTENTS IN ACCORDANCE WITH THE NATIONAL ENVIRONMENTAL MANAGEMENT WASTE ACT**

5.7 **Public Liability Insurance:** The bidder must provide proof of valid Public Liability Insurance or, where the policy has not yet been secured, a quotation from a registered insurance provider or other acceptable supporting documentation confirming the intention and ability to obtain the required cover. The cover should be of the minimum value of R 1 million and it must reflect the Public Liability Insurance.

5.8 The bidder must be registered and in good standing with the Bargaining Council for the Contract Cleaning Services Industry (BCCCI) or the applicable Regional Bargaining Council. A valid Registration Certificate with Good Standing must be submitted with the bid. (Attach proof)

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

5.9 <u>NOTE: Additional Mandatory Required Documents (Not for elimination/disqualification)</u>

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. 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

Name of the bidder: ……

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Date: ……

5.2 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.

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
ABILITY AND CAPABILITY	**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**. (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. **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).** ***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.* ***– Poor (1)*** ***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* ***–Average (2)*** ***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* ***– Good (3)*** ***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* ***—Very good (4)*** *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* ***--Excellent (5)***	40

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	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. ***I.*** *Supervisors with less than 2 years experience in supervising hygiene or deep cleaning services –* ***Poor (1)*** ***I.*** *Supervisors with more than 2 to less than 3 years experience in supervising hygiene or deep cleaning services -* ***Average (2)*** ***II.*** *Supervisors with 3 to 4 years' experience in supervising hygiene or deep cleaning services -* ***Good (3)*** *III. Supervisors with more than 4 to less than 5 years' experience in supervising hygiene or deep cleaning services –* ***Very good (4)*** *IV. Supervisors with 5 & more years experience in supervising hygiene or deep cleaning services –****Excellent (5)***	25
	Company training and skills development plan covering OHS/SHE & First Aid; Chemical Hazardous Training and / or housekeeping skills; as well as Interpersonal & communication skills training **(Attach a detailed plan/ programme that the personnel will receive prior commencement of work and for the duration of the contract)** ***I.*** *Training and skills development plan do not outline the requirements as specified in the ToR or it is irrelevant* ***-Poor (1)*** *II. Training and skills development plan covering OHS/SHE or First Aid****–Average (2)*** ***III.*** *Training and skills development plan covering OHS/SHE and First Aid* ***- Good (3)*** ***IV.*** *Training and skills development plan covering OHS/SHE, First Aid, Chemical Hazardous or Housekeeping training skills* ***– Very good (4)*** *V. Training and skills development plan covering OHS/SHE, First Aid, Chemical Hazardous, Housekeeping training skills, and Interpersonal & Communication Skills* ***– Excellent (5)***	5

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	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*)* **(attach uniform pictures with Company Logo and other related protective clothing, Bidders must not use downloaded pictures from internet)** ***I.*** *No protective clothing (uniform, safety boots and gloves) and cleaning equipment's demonstrated -* ***Poor (1)*** ***II.*** *Protective clothing demonstrated, uniform with no company logo, no cleaning equipment and chemical products demonstrated -* ***Average (2)*** ***III.*** *Protective clothing demonstrated, uniform with company logo, protective mask, cleaning equipment & chemical products, and cautionary boards are demonstrated -* ***Good (3)*** ***IV.*** *Protective clothing demonstrated, uniform with company logo, protective mask, cleaning equipment & chemical products that meet prescribed quality standards (e.g. SABS/SANS), and cautionary boards are adequately demonstrated –* ***Very good (4)*** ***V.*** *Protective clothing demonstrated, uniform with company logo, protective mask, cleaning equipment & chemical products that meet prescribed quality standards (e.g. SABS/SANS), cautionary boards, First Aid Kit, and adherence to (PPE) requirements are adequately demonstrated –* ***Excellent (5)***	5

Name of the bidder: ……

Signature of the Bidder ……

Date: ……

2. METHODOLOGY	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 ***I.*** *Methodology and proposed plan do not outline the requirements as specified in the criteria above -**Poor (1)*** ***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. –**Average (2)*** ***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- **Good (3)*** ***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 – **Very good (4)*** ***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 – **Excellent (5)***	25
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		**100**

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**);

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

A bidder that scores less than **60 points out of 100** 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.

5.3 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

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—

5.3.1 an invitation for tender for income-generating contracts, that either the 80/20 or 90/10

Name of the bidder: ……

Signature of the Bidder ……

Date: ……

preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

5.3.2 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.

6. 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.*)**

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

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

6.6.1 Historically Disadvantaged individuals (HDI):

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

6.6.2 Who is female:

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

6.6.3 Who has a disability:

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

6.6.4 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.**

6.6.5 Specific goal: Locality:

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

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.

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

6.11 **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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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 Goals: Locality (Gauteng)	-	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.

SECTION B

7. TERMS AND CONDITIONS OF THE PROPOSAL

7.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the department Supply Chain Management general contract conditions.

7.2 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.

Name of the bidder: ……

Signature of the Bidder ……

Date: ……

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.

7.9 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.

7.10 In a case where a bidder does not have registered employees under his/her name a letter to tender must be attached, however proof of registration **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.

7.11 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.

7.12 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.

7.13 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.

7.14 Ensure that the Department is informed timeously of any removal and replacement of personnel for security reasons.

7.15 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.

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

7.16 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.

7.17 All cleaning equipment and detergents should be provided by service provider.

7.18 The successful Service Provider shall remain registered and in good standing with the Bargaining Council for the Contract Cleaning Services Industry (BCCCI) or the applicable Regional Bargaining Council for the entire duration of the contract.

7.19 The Department reserves the right to request an updated Registration Certificate and/or Certificate of Good Standing at any stage during the contract period.

7.20 Failure to maintain compliance with the applicable Bargaining Council requirements and collective agreements shall constitute a material breach of contract and may result in the suspension or termination of the contract.

7.21 **The Department of Land Reform and Rural Development (DLRRD) shall:**

- Conduct business in a courteous and professional manner with the Service Provider.
- Not accept responsibility/liable 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 DLRRD 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.

7.22 Company staff must note that discussions / chats with Departmental staff must be limited as to not affecting the Departmental staff's operational performance

7.23 The contract is fixed 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.

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

Bid No.:…….

Name of Bidder:…….

TERMS OF REFERENCE FOR THE APPOINTMENT A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS, DLRRD (PSSC GP) -0003 (2026/2027) PRICING SCHEDULE [SBD 3.3]

PRICING SCHEDULE

RENDERING OF STANDARD CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS, DLRRD (PSSC GP) -0003 (2026/2027)

NAME OF BIDDER: ……

BID NO.: **DLRRD (PSSC GP) -0003 (2026/2027)**

CLOSING TIME: **03 DECEMBER 2026 AT 11:00**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX

1. The accompanying information must be used for the formulation of a proposal.

2. 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
10 X Basic salary per cleaner as per labour wage	R……	8HRS	R……	24 months	R……
1 X Basic Salary per	R……	8HRS	R ……	24 months	R……..

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

Bid No.:…….

Name of Bidder:…….

TERMS OF REFERENCE FOR THE APPOINTMENT A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS, DLRRD (PSSC GP) -0003 (2026/2027) PRICING SCHEDULE [SBD 3.3]

Supervisor as per labour wage					
1- SALARY/ RENUMERATION FOR CLEANERS AND A SUPERVISOR X 24 MONTHS TOTAL TO BE CARRIED TO SUMMARY					**R……...**

OVERTIME NORMAL FOR CLEANERS AND SUPERVISOR FOR THE PERIOD OF 24 MONTHS				
PRICE BREAKDOWN	**HOURLY RATE PER CLEANER**	**QUANTITY (Number of Cleaners)**	**DAYS**	**TOTAL**
Overtime Normal for cleaners	R……	10	16 days	R…….
Overtime Normal for Supervisor	R……	1	16 days	R…….
2- TOTAL FOR OVERTIME NORMAL FOR CLEANERS AND A SUPERVISOR FOR THE PERIOD OF 24 MONTHS TOTAL TO BE CARRIED TO SUMMARY				**R…….**

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)				
PRICE BREAKDOWN	**CLEANERS PER MONTH**	**QUANTITY**	**NO OF DAYS IN 24 MONTHS**	**TOTAL FOR 24 MONTHS**
Normal Leave pay for cleaners	R……	10	……..	R…….

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

Bid No.:…….

Name of Bidder:…….

TERMS OF REFERENCE FOR THE APPOINTMENT A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS, DLRRD (PSSC GP) -0003 (2026/2027) PRICING SCHEDULE [SBD 3.3]

Sick leave for cleaners	R……	10	……..	R……
Compassionate leave for cleaners	R……	10	……..	R……
Normal Leave pay for supervisor	R……	1	……	R……
Sick leave for supervisor	R……	1	……	R……
Compassionate leave for supervisor	R……	1	……..	R……
3- TOTAL FOR LEAVE (CLEANERS AND A SUPERVISOR) FOR THE PERIOD OF 24 MONTHS. TOTAL TO BE CARRIED TO SUMMARY				R……..
OTHER RELATED LABOUR SERVICES FOR CLEANERS FOR THE PERIOD OF 24 MONTHS				
PRICE BREAKDOWN	**CLEANERS PER MONTH**	**QUANTITY**	**PERIOD**	**TOTAL FOR 24 MONTHS**
Provident Fund for cleaners	R……	10	24 months	R……..
UIF for cleaners	R……	10	24 months	R……
COIDA for cleaners	R ……	10	24 months	R……
Skills development levy for cleaners	R……	10	1 X in 24 months	R……...
Provident Fund for a supervisor	R……	1	24 months	R……...
UIF for supervisor	R……	1	24 months	R……...

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

Bid No.:…….

Name of Bidder:…….

TERMS OF REFERENCE FOR THE APPOINTMENT A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS, DLRRD (PSSC GP) -0003 (2026/2027) PRICING SCHEDULE [SBD 3.3]

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 supervisor	R……	11	2 X in 24 months	R…….
4- TOTAL FOR OTHER RELATED LABOUR SERVICES FOR CLEANERS AND SUPERVISOR FOR THE PERIOD OF 24 MONTHS TOTAL TO BE CARRIED TO SUMMARY				**R……**

CLEANING SERVICE TASK DESCRIPTION FOR THE PERIOD OF 24 MONTHS

PRICE BREAKDOWN	**QUANTITY**	**TOTAL COST FOR 24 MONTHS**
A. OFFICES (95): Carpets, Tiles, Concrete, Wooden & Vinyl Floors	95	R ……
B. CLEANING OF SERVER ROOM (1) & CCTV CONTROL ROOM (1): NB: These areas must be cleaned under supervision of office staff	Server Room (1) CCTV Control Room (01)	R ……
C. CLEANING OF ENTRANCES, FOYERS, PASSAGES & STAIRCASES: 7 Entrance foyers, 6 Passages, 2 Staircases (North - tile) & (South - concrete) **NB: The north-side staircases must be scrubbed quarterly using a mechanical floor-scrubbing machine fitted with a brush attachment.**	7 Entrance foyers 6 Passages 2 Staircases (North - tile) & (South - concrete)	R …….

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

Bid No.:…….

Name of Bidder:…….

TERMS OF REFERENCE FOR THE APPOINTMENT A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS, DLRRD (PSSC GP) -0003 (2026/2027) PRICING SCHEDULE [SBD 3.3]

D.BOARDROOMS (02), AUDITORIUM (01) AND PHOTOCOPIER MACHINE ROOMS (7)	Boardrooms (2) Auditorium (01) Photocopy Rooms (7)	R …….
E. WASHING OF GG VEHICLES **NB: In accordance with the guidance provided under Section A (E).**	8	R …….
F. WINDOW CLEANING (Internal Only)	95 offices with windows	R …….
G. KITCHENS (07)	7 Kitchen	R …….
H. INTERNAL AND EXTERNAL ACTIVITIES (AS PER THE TOR)		R …….
I.TOILET CLEANING (14) (Ablution Facilities)	14	R …….
Deep cleaning of Carpets and upholstered furniture as per **Section A:** • **Carpet = +-2265.6m²** • **Double seater couches = 9** • **Single seater couches = 13** • **Chairs = 198.** **NB: (Supplier is requested to bring a minimum of five (05) machines per service) (three for Deep cleaning and two for Vacuum dry)**	8 Quarters (4 per year)	R …….
Deep cleaning of basement area with high pressure washer with SABS approved detergent	8 Quarters (4 per year)	R …….
Steam cleaning of blinds and washing and steam ironing of curtains.	8 Quarters (4 per year)	R …….

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

Bid No.:…….

Name of Bidder:…….

TERMS OF REFERENCE FOR THE APPOINTMENT A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS, DLRRD (PSSC GP) -0003 (2026/2027) PRICING SCHEDULE [SBD 3.3]

Weekly Removal/ Disposal of Sanitary Bins and replacement of odour-control disposal bags (590mm x 740mm) for SHE-BINS across all 13 toilet cubicles (**Note: This must be done by a professional/Qualified person**)	104 weeks	R …….
Deep cleaning of all toilets.	8 Quarters (4 per year)	R …….
5- TOTAL FOR CLEANING SERVICE TASK DESCRIPTION FOR THE PERIOD OF 24 MONTHS. TOTAL TO BE CARRIED TO SUMMARY		**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

ITEMS PRICE BREAKDOWN (ALL ITEMS MUST BE SABS APPROVED)	**QUANTITY (Estimated Monthly usage**	**TOTAL COST (24 MONTHS)**
Supply 600 x 590mm x 740mm disposal/plastic bags for office bins (12 per office per month).	600	R ……
Supply 590mm x 740mm disposal/plastic bags for 7 kitchens bins.	245	R ……
Supply approximately 390 small-sized sanitary disposal bags for all 13 toilet cubicles, based on an estimated monthly allocation of 30 bags per cubicle.	390	R ……
Supply approximately 24 x 400ml liquid-based toilet seat sanitizer spray re-fills containing antiseptic/germicidal agents, based on an estimated usage of one refill per cubicle per month.	24	R ……

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

Bid No.:…….

Name of Bidder:…….

TERMS OF REFERENCE FOR THE APPOINTMENT A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS, DLRRD (PSSC GP) -0003 (2026/2027) PRICING SCHEDULE [SBD 3.3]

Supply estimated 25 Liters drip-free, non-ammoniated liquid hand soap to refill 14 ±300ml dispensers. **(The soap shouldn't be too harsh or irritate the skin.)**	1	R ……
Supply approximately 70 each of 250mm, 2-ply, SABS approved hand towels, based on an estimated monthly usage of five packs per bathroom.	70	R ……
Supply approximately 70 plastic disposal bags (590mm x 740mm) for paper towel disposal bins, based on an estimated usage of five bags per bathroom per month.	70	R ……
Supply estimated 28 x 250ml flavored air fresheners and reload when empty (2 x 14 toilets per month = 28). **(Air fresheners should spray at minimum intervals of 10-15 minutes (this may be changed according to the usage of each toilet).**	28	R ……
Supply approximately 600 SABS-approved, 2-ply toilet paper rolls (500 sheets per roll), based on an estimated consumption of 150 rolls per week.	600	R ……
Supply approximately 11 x 310ml fragranced urinal sanitizer refills containing antiseptic/germicidal agents per month to maintain hygiene and odour control in all urinals.	11	R ……
Supply approximately 22 fragranced urinal P-mats per month for the 11 urinal basins in the male toilets, based on a replacement frequency of one P-mat per basin every two weeks, with assorted fragrances.	22	R ……
Multipurpose Cleaner (25 litre container)	1	R……

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

Bid No.:…….

Name of Bidder:…….

TERMS OF REFERENCE FOR THE APPOINTMENT A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS, DLRRD (PSSC GP) -0003 (2026/2027) PRICING SCHEDULE [SBD 3.3]

Dish Washing Soap (25 litre container)	1	R …….
Furniture Polish (300ml)	18	R …….
Liquid Based Multi-Purpose Polish for Wooden and Tile Floors (25 litre container)	1	R …….
Cleaning Materials and equipment (e.g. Dish wash cloth, Micro-fibre cloths, Dust cloths, Buckets, Heavy duty vacuum machines, 50-meter hose pipe, High pressure washer, Cautions boards, Brooms, Mobs and any other materials that might be needed for the period 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		**R ……**

SUMMARY FOR COSTING

NUMBER OF TOTALS	SERVICES REQUIRED	PERIOD	TOTAL
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……...

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

Bid No.:…….

Name of Bidder:…….

TERMS OF REFERENCE FOR THE APPOINTMENT A SERVICE PROVIDER TO RENDER A STANDARD CLEANING AND HYGIENE SERVICES FOR THE OFFICE OF THE REGIONAL LAND CLAIMS COMMISSIONER: GAUTENG (RLCC-GP) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS, DLRRD (PSSC GP) -0003 (2026/2027) PRICING SCHEDULE [SBD 3.3]

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……..
SUB-TOTAL BID PRICE			**R……**
ADD VAT (15%)			**R……..**
TOTAL BID PRICE VAT INC (THE TOTAL MUST BE TRANSFERRED/ WRITTEN ON THE FIRST PAGE)			**R……..**

Name of the bidder: ……

Signature of the Bidder …….

Date: ……

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

7 Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

---

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

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:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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. A**ttach 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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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		No	

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.

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

Annexure A

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

- **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) Incidental services

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

(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

Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

v) Termination for insolvency

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

vi) Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

(f) Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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