Warning against tender scams: The WRC urges members of the public to report any suspicious Request for Quotation, Purchase Order or Letter of Award to its Fraud Hotline on 0800 214 777 or email: hotline@kpmg.co.za. If a request or procurement communication appears to be suspicious, suppliers are advised to contact the WRC Supply Chain Management office on 012 761 9300 to verify its authenticity

INVITATION TO BID (SBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WATER RESEARCH COMMISSION (WRC)					
BID NUMBER:	**WRC 007-2026/27**	**BID ADVERTISEMENT DATE:**	**13 NOVEMBER 2026**		
BID VALIDITY	**120 DAYS**	**CLOSING DATE:**	**11 DECEMBER 2026**	**CLOSING TIME:**	**11:00 AM**
DESCRIPTION O F GOODS/SERVICES	**REQUEST FOR BIDS/PROPOSAL - ADVERTISEMENT: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CLEANING AND HYGIENE SERVICES AT THE WATER RESEARCH COMMISSION (WRC) FOR A PERIOD OF THIRTY-SIX (36) MONTHS** The WRC requires services of an experienced service provider for the provision of cleaning and hygiene services at the WRC offices, including: • Daily Cleaning Services • Daily Terrace cleaning services • Ablution and Hygiene Services • Waste Management Services • Deep Cleaning Services • Specialist Cleaning Services • Cleaning Equipment Requirements and Cleaning Chemicals • Hygiene Equipment Model • Hygiene Consumables • SHE bins services and maintenance once per week (disposal certificate must be issued for each).				

BID RESPONSE DOCUMENTS MUST BE SUBMITTED ONLINE VIA THE NATIONAL TREASURY:
Bid Proposals to be submitted online on the e-Tender Portal https://www.etenders.gov.za/
Tutorial Link on uploading bid documents on e-Tender Portal https://youtu.be/B7pNseNJYHM

Very Important: No physical tender documents/responses should be submitted to the WRC offices.

COMPULSORY SITE VISIT BRIEFING SESSION DETAILS:
DATE: 23 NOVEMBER 2026 - TIME: 10:00

VENUE: WRC PREMISES/BUILDING AT 1609 MICHAEL THACKERAY, THE INNOVATION HUB, PERSEQUOR, TSHWANE, 0020

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**SCM**	CONTACT PERSON	**SCM**
TELEPHONE NUMBER	**012 761 9300**	TELEPHONE NUMBER	**012 761 9300**
E-MAIL ADDRESS	**tenders@wrc.org.za**	E-MAIL ADDRESS	**tenders@wrc.org.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX PIN:		**OR**	CSD NUMBER:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes ☐ No ☐		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOALS POINTS]

a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES	Yes ☐ No ☐ [IF YES ENCLOSE PROOF]	**b)** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS / SERVICES / WORKS OFFERED?**	Yes☐ ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A FORMAL WRITTEN CONTRACT AND SBD7 FORM.**
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 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."
3.	**TOTAL BID PRICE**
	TOTAL BID PRICE: R…….. (Fixed Total bid price including VAT and any other applicable taxes and charges) NB: Please note that all prices quoted should be inclusive of Value Added Tax (VAT) and Price Fluctuations (including exchange rates) for the duration of the contract. Where applicable the price should include Supply, Delivery, Maintenance, and any other costs relating to this bid. Furthermore, such prices should be presented in South African Rand (ZAR). Overheads and additional costs will be increased annually according to the latest available CPI rate. The Bid to be valid for 120 days. This price shall be used for revaluation, comparative and award.

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

NAME AND SIGNATURE OF BIDDER……

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

DATE……

THE FOLLOWING PARTICULARS TO BE FURNISHED

BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an **'X':**	
Individual bidder	
Joint venture	
Consortium	
Subcontractors	
Other	

If individual bidder, indicate the following:	
Name of bidder	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following:	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using sub-contractors:	
Name of prime contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	

Postal address	
Physical address	

If Joint Venture or Consortium, indicate the following: ***(to be completed for each partner)***	
Name of partners	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

I CERTIFY THAT THE INFORMATION FURNISHED ON THIS FORM IS TRUE AND CORRECT.

I FURTHER ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE OF BIDDER (duly authorised)

……..

DATE

……..

CAPACITY UNDER WHICH THIS BID IS SIGNED

……..

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management
Contact Person: The SCM Manager
Tel: 012 761 9300
E-mail address: tenders@wrc.org.za

CONDITIONS AND UNDERTAKINGS BY BIDDER

1.1 **The Bid forms should not be retyped or redrafted, but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.

1.1.1 Black ink should be used when completing Bid documents.

1.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. WRC will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.

1.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to WRC on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.

1.3 I/We agree that -

1.3.1 The offer herein shall remain binding upon me/us and open for acceptance by WRC during the validity period indicated and calculated from the closing hour and date of the Bid;

1.3.2 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

1.4 <u>NB:</u> BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

1.5 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

1.6 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature(s) of Bidder or assignee(s)	Date
Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this bid?	
Name of Bidder [company name] (in block letters)	

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

……

……

Telephone Number:…. …… Fax Number ……..

Cell Number: …… Email Address ……..

INSTRUCTIONS TO BIDDER

1 Confidential information disclosure notice

1.1 This document may contain confidential information that is the property of Water Research Commission (WRC).

1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from WRC.

1.3 All copyright and Intellectual Property herein vests with WRC.

2 Introduction

2.1 Purpose

2.1.1 The purpose of this Request for Bid (RFB) is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions as detailed under Annex A: Technical/solution specification.

2.2 Objectives

2.2.1 The following objectives must be achieved with the implementation of the above required solution:

2.2.1.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, WRC intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPFA (80/20).

2.3 Queries

2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing, to the contact person(s) listed below. Under no circumstances may any other employee within WRC be approached for any information. Any such action may result in disqualification of a response submitted in response to the RFB. WRC reserves the right to place responses to such queries on the website.

Name	Type of Query	Email address
Supply Chain Management	Bid Queries	tenders@wrc.org.za

Enquiries should reference specific paragraph numbers, where appropriate.

All questions/enquiries must be forwarded in writing not later than **04 December 2026 at 11h00**.

Questions/enquiries received after **11h00** on **04 December 2026 will** not be considered.

Bidders are not allowed to contact any other* WRC *staff in the context of this tender other than the indicated official under 2.3.1.

2.4 Bid Documents

3.1.1 Bids must be submitted online via the National Treasury eTender portal. by no later than **11h00 on 11 December 2026.** WRC will not take responsibility of hand delivered or couriered tender document or such documents will not be considered, as only online submitted tender documents/responses shall be considered.

General rules and instructions

3.1 Confidentiality

3.1.1 The information contained in this document is of a confidential nature and must only be used for purposes of responding to this RFP. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.

3.1.2 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know- how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

3.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of WRC (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

3.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent WRC's confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, WRC shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

3.1.5 Any documentation, software or records relating to confidential information of WRC, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

3.1.5.1 Shall be deemed to form part of the confidential information of WRC;

3.1.5.2 Shall be deemed to be the property of WRC;

3.1.5.3 shall not be copied, reproduced, published, or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and

3.1.5.4 Shall be surrendered to WRC on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3.2 **News and press releases**

3.2.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with WRC.

3.3 Precedence of documents

3.3.1 This RFP consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations, or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.

3.3.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter, and which appears in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that WRC may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by WRC.

3.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It however remains the exclusive domain and election of WRC as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of the WRC in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

3.4 Preferential Procurement Reform

3.4.1 WRC supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, WRC insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

3.4.2 WRC shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) with its Preferential Procurement Regulation 2022 to this proposal.

3.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium and subcontractors, the preference certificate must be completed for each legal entity (Annex C).

3.5 **Security clearances**

3.5.1 Employees and subcontractors of the Bidders **may** be subjected to security screening conducted through SSA or/or WRC commensurate with the nature of the project activities they are involved in. The Bidders shall supply and maintain a list of personnel involved on the project..

3.6 **Occupational Injuries and Diseases Act 13 of 1993**

3.6.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 ("COIDA") and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. WRC reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to WRC.

3.7 Instructions for submitting a proposal.

3.7.1 Tender document/proposal with its attachments shall be submitted **ONLINE VIA THE NATIONAL TREASURY ETENDER PORTAL (www.etenders.gov.za)** on or before the date of closure of the Bid.

3.7.1.1 The submitted document must be signed by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

3.7.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

3.7.3 Bid must be submitted in a prescribed response format herewith reflected as **Response Format** and be addressed to **The Supply Chain Management Unit.**

3.7.4 Bid must be submitted on or before **11 December 2026 NOT LATER THAN 11H00.** The bids must be submitted online via eTender portal.

3.7.5 The onus is on the bidder to ensure that their bid proposal and the supporting documents get submitted online via eTender portal before the closing date and time to avoid last minute submission technical challenges.

3.7.6 All Bids in this regard shall only be accepted if they have been submitted online via eTender portal as bids received register before or on the closing date and stipulated time.

3.7.7 Bids received after the time stipulated shall not be considered.

3.7.8 Failure to comply with the above requirement/s shall result in your proposal being treated as a "late proposal" and shall not be entertained.

3.7.9 **No proposal shall be accepted by WRC if submitted in any manner other than as prescribed above.**

4 Reasons for disqualification

4.1 WRC reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

4.1.2 Bidders who submitted incomplete information and documentation according to the requirements of this RFP;

4.1.3 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.;

4.1.4 Bidders who received information not available to other bidders through fraudulent means;

4.1.5 Bidders who do not comply with *mandatory requirements* as stipulated in this RFP.

4.1.6 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or

4.1.7 Bidders who are listed on the National Treasury's database of restricted suppliers

5 Closing of Bid

5.1 There shall be no public opening of the Bid received. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of WRC. Unless specifically provided for in the proposal document, bids submitted by means of hand delivery, telegram, telex, facsimile or similar means shall not be considered.

6 Bid preparation

6.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the solution offered etc. shall be neatly arranged/marked/annexure as part of the schedule concerned.

6.2 All responses regarding questions posed in the annexes attached herewith shall be answered in accordance with the prescribed **RFB Response Format**.

7 Oral presentations and briefing sessions

7.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to WRC. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. WRC shall schedule the time and location of these presentations. Oral presentations are an option of WRC and may or may not be conducted.

8 Evaluation Criteria for Specific Goals

8.1 Points awarded for specific goals.

8.2 The value of this bid is estimated not to exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

8.3 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below.

8.4 Preference points for this bid shall be awarded for:

(a) Price; and
(b) Specific Goals

Criteria	Weight	Sub-criteria
Specific Goal	20/100	Specific Goals points will be awarded to bidders according to their size of the firm as follows: • **Women or Youth or People living with disability Owned Businesses:** a. 20 points to be awarded to Women or Youth or People living with disability owned businesses (30% and above ownership %).

8.5 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

8.6 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

8.7 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

8.8 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

8.9 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

8.10 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

8.11 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub- contract.

9 Evaluation criteria and methodology

9.1 Functional evaluation criteria

"Functionality" means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity.

The need to invite and evaluate bids on the basis of functionality depends on the nature of the required commodity or service.

When inviting bids, WRC indicates: -

(i) Whether the bids will be evaluated on functionality;

(ii) The evaluation criteria for measuring functionality;

(iii) The weight of each criterion; and

(iv) The applicable values as well as the minimum threshold for functionality

FUNCTIONAL / TECHNICAL EVALUATION CRITERIA

This bid will be evaluated on Functionality, Price and Specific Goals evaluation will apply.

9.2 PRICE AND SPECIFIC GOALS EVALUATION CRITERIA

9.2.1 Subsequent to the eligibility on screening phase, technical/functional phase and verbal presentation phase, the fourth phase of evaluation of the Bids shall be based on the **80/20** PPPFA principle, price and specific goals points for evaluation.

9.2.2 All Bid received shall be evaluated by a panel using the Price and Specific Goals points system as stipulated in the Preferential Procurement Regulations 2022.

10 BIDDING CONDITIONS

10.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document and are required to explicitly state either "Comply" or "Not Comply" or "Partial" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

10.2 A "Not Comply" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A under "Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does not accept the content of the applicable paragraph. A "Not Comply" under "Partial" will be interpreted and evaluated objectively against explanations and supporting documentation accordingly.

NOTE: If PARTIAL **is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "non-comply".**
It is mandatory **for the bidders to comply with the following bid conditions.**

10.3 The following bid conditions will govern the contract between the WRC and the successful bidder:

Requirement	**ACCEPT**	**NOT ACCEPT**
10.3.1 Bidders are invited to offer the Services in accordance with the attached Specifications and the conditions within this document.		
10.3.2 The successful Bidder/s will be contracted to procure the Services for a period to be agreed after which WRC reserves the right to review and extend the contract for further period/s at the WRC's discretion.		
10.3.3 The fees will be negotiated.		
Interpretation of requirements	**ACCEPT**	**NOT ACCEPT**
10.3.4 The Bidder/s shall accept WRC's interpretation of any specific requirement in the Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and WRC.		
10.3.5 Should any dispute arise as a result of this of this Bid and/or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and WRC's, it shall be dealt with in terms of paragraph 3.0 of this document.		
10.3.6 Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this RFP, the Bid conditions shall take		

Documentation	ACCEPT	NOT ACCEPT
10.3.7 - Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.		
10.3.8 - Bidder's name and address should clearly appear on the outside of tender documents.		

Selection	ACCEPT	NOT ACCEPT
10.3.9 - WRC reserves the right to evaluate and consider any Bids that do not comply strictly to this RFP.		
10.3.10 - Acceptance of any Bids will only indicate, without any obligations on the part of either WRC and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.		
10.3.11 - WRC reserves the right to make a selection solely on the information received in the Bids or to negotiate further with one or more Bidder/s.		
10.3.12 - The Bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to WRC and not necessarily on the basis of lowest price or any other criteria.		
10.3.13 - Should WRC consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so required.		
10.3.14 - Should WRC consider it necessary, WRC will visit the Bidder/s customer sites.		
10.3.15 - WRC reserves the right:		
10.3.15.1 to cancel this RFP at any time;		
10.3.15.2 not to accept any Bids;		
10.3.15.3 to accept one or more Bids for further negotiation and;		
10.3.15.4 To contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.		

Copyright	ACCEPT	NOT ACCEPT
10.3.16 - The specifications are the intellectual property of WRC.		
10.3.17 - The contents of any specifications are the property of WRC and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission.		

Precedence	ACCEPT	NOT ACCEPT
10.3.18 - All details, dimensions and instructions shown on any drawings, diagrams and specifications quoted, shall form part of this bid document.		

10.3.19 - If there is any contradictory requirements between the specifications, the drawings referred to and other specifications that have been quoted, the order of precedence, from highest to lowest is: • Statutory and mandatory requirements, • This bid document, • Contract Conditions.		

Alternative suppliers	ACCEPT	NOT ACCEPT
10.3.20 - The Bidder accepts that the WRC will have the right to contract with any other Service Provider for provision of services not covered by this specification.		

10.3.21 - Bidder must also submit: A written statement to the specification of WRC by the bidder, that none of his personnel have any involvement or interest in the bidder's business.		

Submission of Bid	**ACCEPT**	**NOT ACCEPT**
10.3.22 - WRC will also reject an offer if the Bidder/s fail to complete the compliance Certificate/s in the format as described in paragraphs 10.1.1 and 10.1.2.		

Service approval	**ACCEPT**	**NOT ACCEPT**
10.3.23 - The Procuring of the Services shall not take place until WRC has given final approval of all procedures.		

Additional Criteria	**ACCEPT**	**NOT ACCEPT**
10.3.24 - WRC will evaluate the bids against the following criteria: • Compliance to the Specifications/ Functionality • Price • Economic Empowerment • Compliance to Bid Condition		

Black Economic Empowerment	**ACCEPT**	**NOT ACCEPT**
10.3.25 - WRC has established a programme of economic empowerment in our procurement strategies. In this regard, companies are required to indicate their involvement, current and planned, with black businesses and professionals. This will for an important part of the evaluation criteria to be used. WRC reserves the right to request all relevant information, agreements and other documents to verify information supplied		

Addenda	**ACCEPT**	**NOT ACCEPT**
10.3.26 - In the event that modifications, clarifications or additions to the RFP become		

Preparation Costs	**ACCEPT**	**NOT ACCEPT**
10.3.27 All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with RFP will become WRC property unless otherwise stated by the Bidder/s at the time of submission.		
Confidential Material	**ACCEPT**	**NOT ACCEPT**
10.3.28 Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such.		
Payment Terms – Local Creditors	**ACCEPT**	**NOT ACCEPT**
10.3.29 - Payments of invoices will be effected on by last day of the calendar month following the calendar month of receipt of a correct and original invoice. Invoices/statements should be submitted after WRC has acknowledged receipt of the services procured or goods supplied. A correct and original monthly statement reflected the above invoices must be submitted to WRC by the 5th of each month.		

Please note that the following clauses of WRC conditions and Procedures governing the Procurement of Services.

10.4 **CONTRACT TERMINATION**

10.4.1 Contract/s with a successful Bidder/s may be terminated by the WRC on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid being submitted and the contract being entered. The WRC, if it wishes to terminate the contract, shall be required to give 30 (thirty) days written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between the WRC and the successful Bidder. In this instance the WRC shall only remain liable for

all amounts due to the successful Bidder with respect to the period ending on the date of the cancellation and shall not be held liable for any damages or losses based on such a termination of the contract.

10.5 **DISPUTE RESOLUTION**

10.5.1 All disputes arising out of this RFP or relating to the legal validity of this RFP or any part thereof shall be resolved under this paragraph. The parties must refer any dispute to be resolved by:

- Negotiation, in terms of paragraph 10.5.3; failing which
- Mediation, in terms of paragraph 10.5.4; failing which
- Arbitration, in terms of paragraph 10.5.6.

10.5.2 Paragraph Clause 10.5.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated in paragraph 10.5.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

10.5.3 Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorized representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found the authorized representatives of the parties must sign, within the ten (10) day period, an agreement confirming that the dispute has been resolved.

10.5.4 If negotiation in terms of paragraph 10.5.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

10.5.5 The periods for negotiation (specified in paragraph 10.5.3) or for referral of the dispute for mediation (specified in paragraph 10.5.4), may be shortened or lengthened by written agreement between the parties.

10.5.6 In the event of the mediation contemplated in paragraph 10.5.4 failing the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

10.5.7 A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

10.5.8 At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable them to adjudicate the dispute in a satisfactory manner.

10.5.9 The arbitration shall be held at Sandton, South Africa, in English.

10.5.10 The South African law shall apply.

10.5.11 The parties shall be entitled to legal representation.

10.5.12 The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator's award made an order of court at the cost of the party requesting same.

10.5.13 This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw there from or to claim at any arbitration

proceedings that they are not bound by the arbitration provisions of this RFP. All parties shall comply with all the provisions of the RFP and with all due diligence during the determination of such dispute should the latter arise during the course of the RFP.

10.6 **PAYMENT TERMS - LOCAL CREDITORS**

10.6.1 Original, detailed, correct, and complete tax invoices, monthly statements (where applicable), VAT registration numbers (where applicable), verification of bank details (in the format required) and any other relevant supporting documents must be submitted to the Water Research Commission after it has acknowledged receipt in writing of the services procured or goods received, to its satisfaction.

10.6.2 Tax invoices and all necessary supporting documents contemplated in 10.6.1 above must be submitted to the WRC by the 1st (first) business day of a calendar month in order for payment to be effected by the end of the same calendar month. Otherwise, payment shall be effected by the end of the following calendar month. Payments shall furthermore only be made on condition that the required documentation submitted are the originals, correct and complete.

10.6.3 No penalty interest shall be permitted to be charged in the event of the requirements referre

10.6.4 Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the Fund from time to time and at the Fund's sole discretion.

10.6.5 Payment shall furthermore be subject to the Fund's standard Special Terms and Conditions of Contract, which if applicable shall prevail over this clause in all instances; and a copy whereof shall be furnished upon request.

10.7 **TERMINATION**

10.7.1 The following clause will be applicable to all contracts entered into/orders placed by WRC:

If, at any time during the currency of this Bid and subsequent contract/order, WRC in its reasonable discretion determines that the other party has, in respect of this bid, contract/order or any other contract/order or agreement to which they were or are parties to:

- Acted dishonestly and/or in bad faith, and/or
- Has made any intentional or negligent misrepresentation to WRC whether in any negotiations preceding the conclusion of, or in the execution of this RFP or any other agreement between the parties,

Then WRC shall be entitled by written notice to the other party forthwith to cancel this contract/order. Upon such cancellation, WRC shall be entitled, in addition to all other remedies available to it, to recover from the other party all damages it has suffered by virtue of such conduct by the other party. Should, at the time of such cancellation, WRC be indebted to the other party for any amounts whatsoever, WRC shall be entitled to withhold payment in respect thereof for a period of 90 (ninety) days from the date of cancellation in order to investigate the party's conduct and any damages suffered by WRC. NO payment by WRC to the other party after the lapse of such period shall preclude WRC thereafter, from recovering from the other party any such damages as it may have suffered.

10.8 **SPECIFIC INFORMATION REQUIRED**

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

10.9 **ONLINE PROPOSAL REQUIRED**

It is a condition that the Bidder/s shall furnish an offer comprising of one tender proposal/document for the

supply of products and services enumerated in this Request for Bid Document. WRC shall not be liable should it become evident that a Bidder/s offer/s is/are not accepted and the reason for such non-acceptance is as a result of the Bidder/s failure to include the information in all copies/supporting documents.

10.10 **DUE DILIGENCE**

Bidder/s may supply Financial Information.

10.10.1 **GENERAL VENDOR INFORMATION**

The following general information is required from the prospective vendor:

10.10.2 **NAME OF COMPANY/TRADING AS:**

- Postal Address
- Street Address
- Telephone and facsimile numbers

10.10.3 **COMPANY HEAD OFFICE**

- Postal Address
- Street Address
- Telephone and facsimile numbers
- Contact person
- List of Directors/Partners/affiliated companies with proof of shareholding with this companies/trust
- List of shareholders (**Certified** original copies of individual share certificates/**certified** original copies of Cipro registration document indicating members with percentage interest).
- Date of registration **–** [if applicable]
- Company registration number. – [if applicable]

10.10.4 **Draw or attach the organizational structure of your company:**
Ownership structure, i.e. the % shareholding by major investors and controlling interest in affiliated companies.

10.10.5 Basic functional structure, i.e. the administrative section of your company with which WRC will be dealing on a day-to-day basis.

10.10.6 **Valid** Tax Compliance as verified via Central Supplier Database Compliance History Report – **Submit CSD Compliance History Report as obtainable from CSD website – www.csd.gov.za**

10.11 **INFRASTRUCTURE**

- Would you describe your business as international, national or regional?
- List all branches and offices of your company countrywide (Republic of South Africa) together with telephone numbers.

10.12 **COMPANY PROFILE – DETAILING ACTIVITIES AND SERVICE OFFERED BY THE COMPANY**

10.12.1 Detailed description of main field of expertise/area of operation of company.

10.12.2 Range of services offered.

10.12.3 Reference list of some contracts completed during the last 5 years, including value, duration, location and contact person.

10.12.4 List of current contracts and value thereof. Submit a list of current contracts, contact person and contract numbers. Has any contract with your company ever been cancelled by a client? If YES, provide details.

10.13 **TRAINING CAPABILITIES**

10.13.1 Does your company have any in-house training capabilities? (Infrastructure)

10.13.2 If YES, provide an overview of:

- Activities included in this process (in-house training).
- Method used for evaluating the effectiveness of the in-house training capabilities to ensure the required level of service is maintained.

10.13.3 What training is done by the company?

10.13.4 What type of training is done for you by other companies and who are these companies? (Provide details please)

10.13.5 What type of continuing/supplementary training is done by the company? Give details of subjects, schedules, etc.

10.13.6 Do you have staff in your training department employed on a contract basis? If YES, give details.

10.14 **MANAGEMENT AND SERVICING**

10.14.1 Please supply a full description of how the company is organized together with an organization organogram.

10.14.2 Please indicate a breakdown of staff compliment into management/ supervisors/ administration/ other services (specify).

10.14.3 Please provide details of qualifications and selection process with regards to management/supervisory expertise in the company.

10.14.4 Are all these personnel employed on a full-time basis? If not, provide details.

Annex A: SPECIFICATION / TERMS OF REFERENCE – APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CLEANING AND HYGIENE SERVICES AT THE WATER RESEARCH COMMISSION (WRC) FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. SPECIAL INSTRUCTIONS TO VENDORS

Scope of work shall form part of the contract.

Should a vendor have reasons to believe that the Technical Specification is not open and/or is written for a particular brand or product; the vendor shall notify Procurement Services within seven (07) days after publication of the bid.

Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required explicitly state "Comply/Not Comply" regarding compliance with the requirements. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All documents as indicated must be supplied as part of the submission.

2. BACKGROUND TO THE PROJECT

The Water Research Commission (WRC) is a national public entity (Schedule 3A) established in terms of the Water Research Act (Act No 34 of 1971). The organisation is a dynamic hub for water and sanitation knowledge, innovation and intellectual capital which provides leadership and supports the research, development and innovation of water and sanitation solutions.

Our vision:
To be the premier water Research Development and Innovation knowledge hub in South Africa and globally.

Our Mission
Coordinate and promote water research development and innovation to enhance evidence-based decision-making for improved socio-economic conditions and technological developments to:

- Inform policy and decision-making.
- Create new products, innovations and services for socio-economic development.
- Develop human capital in the water and sanitation science sector.
- Empower communities and reduces poverty; and
- Support the national transformation and redress project.

Our values:

- Stakeholder centric
- Integrity
- Professionalism
- Innovation and creativity
- Learning and sharing
- Agility

The WRC requires services of an experienced service provider for the provision of cleaning and hygiene services at the WRC offices, including:

- Daily Cleaning Services
- Ablution and Hygiene Services
- Waste Management Services
- Deep Cleaning Services
- Specialist Cleaning Services
- Cleaning Equipment Requirements

- Hygiene Equipment Model
- Hygiene Consumables
- Cleaning Chemicals

3. OBJECTIVE OF THE BID

The purpose of this bid is to appoint a service provider capable of delivering integrated cleaning and hygiene services that:

- Maintain a consistently high standard of cleanliness across all WRC facilities;
- Promote a healthy and hygienic working environment;
- Support compliance with Occupational Health and Safety requirements;
- Ensure adequate supply and maintenance of hygiene facilities;
- Provide efficient waste management services;
- Deliver measurable service levels and continuous quality improvement.

4. SITE INFORMATION

The services will be rendered at:
Water Research Commission (WRC), 1609 Michael Thackeray, The Innovation Hub, Persequor, Tshwane, 0020

The premises comprise approximately:

- Office accommodation
- Reception areas
- Meeting rooms
- Boardrooms
- Kitchens
- Ablution facilities
- Common areas
- Corridors
- Stairwells
- Basement parking areas
- External common access areas
- Terrace cleaning
- Plants watering
- Glass and internal windows weekly

The total floor space area to be cleaned at Water Research Commission, is approximately 6643 m² and includes the basement, ground floor, 1st floor and outside perimeter

Bidders will be required to attend a compulsory site briefing session to familiarise themselves with the premises and scope of work.

COMPULSORY SITE VISIT BRIEFING SESSION DETAILS:

- **DATE: 23 NOVEMBER 2026 - TIME: 10:00**
- **VENUE: WRC PREMISES/BUILDING AT 1609 MICHAEL THACKERAY, THE INNOVATION HUB, PERSEQUOR, TSHWANE, 0020**

The appointed service provider shall provide all labour, supervision, management, consumables, equipment, materials and quality-assurance measures necessary to deliver the services, including:

- Daily cleaning of offices, reception areas, meeting rooms, boardrooms, workstations, corridors, staircases, kitchens, ablution facilities, lifts and shared areas; glass areas, terrace cleaning
- Provision, servicing and maintenance of hygiene equipment and dispensers;
- Continuous replenishment of cleaning and hygiene consumables;

- Daily waste collection, internal transportation, recycling separation and responsible disposal;
- Periodic deep cleaning of carpets, upholstery, kitchens, ablutions, floors, basements, windows and glass;
- Specialist cleaning services, including external and internal high-rise windows, high-level cleaning, stain removal, floor stripping and sealing, and post-event cleaning, priced separately as optional items;
- Provision and maintenance of commercial cleaning equipment, tools, safety signage, uniforms and personal protective equipment;
- Quality inspections, corrective-action procedures, monthly reporting and contract review meetings.
- Watering the flowers

5. SCOPE OF SERVICES

The successful bidder shall provide comprehensive cleaning and hygiene services including labour, supervision, management, consumables, equipment, materials and quality assurance mechanisms necessary for the effective delivery of the services.

5.1 Daily Cleaning Services

The service provider shall ensure daily cleaning and maintenance of:

- Offices;
- Reception areas;
- All Meeting rooms;
- Workstations;
- Corridors and passages;
- Staircases;
- Kitchens;
- Ablution facilities;
- Lifts;
- Shared collaboration areas.
- Cleaning Interior windows and blinds
- Carpet Vacuum
- Terrace Cleaning
- Basement
- Internal windows and glass areas
- Removal and maintenance of SHE bins (twice)

Expected Service Outcome

All areas shall remain:

- Clean and sanitary;
- Free from dust and dirt accumulation;
- Free from litter and waste;
- Free from unpleasant odours;
- Safe and presentable throughout working hours.

5.2 Ablution and Hygiene Services

The successful bidder shall provide and maintain hygiene facilities including:

- Toilet tissue dispensers;
- Touch free Hand soap dispensers;
- Touch free Hand towel dispensers;
- Air freshener dispensers;

- Toilet seat sanitiser dispensers;
- Sanitary bins and waste.

The service provider shall ensure:

- Continuous replenishment of consumables;
- Servicing and maintenance of dispensers;
- Monthly inspections of hygiene facilities;
- Replacement of damaged equipment where necessary.

Expected Outcome

All hygiene facilities shall remain operational, hygienic, adequately stocked and fit for use at all times.

5.3 Waste Management Services

The successful bidder shall provide:

- Daily collection and removal of waste from offices and common areas;
- SHE bins waste transportation to designated collection points;
- Cleaning of waste storage areas and municipal bins;
- Separation of recyclable and non-recyclable waste where applicable;
- Environmentally responsible waste handling practices.

Expected Outcome

Waste shall be removed within the required timeframes to maintain a clean and hygienic environment.

5.4 Deep Cleaning Services

The successful bidder shall provide periodic deep-cleaning services including:

- Carpet cleaning; Annually/ as and when required
- Upholstery cleaning; Annually/ as and when required
- Kitchen deep cleaning; Bi-weekly
- Ablution deep cleaning; Bi-weekly
- Floor treatment and restoration; Annually/ as and when required
- Basement deep cleaning; Annually/ as and when required

A detailed deep-cleaning schedule shall be submitted for approval by the WRC. Deep cleaning Services must be conducted over the weekends.

5.5 Specialist Cleaning Services

The following specialist services shall be provided as and when required:

- External and internal high-rise windows cleaning; Annually/ as and when required
- High-level cleaning Annually/ as and when required
- Removal of stubborn stains; Annually/ as and when required
- Floor stripping and sealing; Annually as and when required

NB Bidders shall price these services (item 5.5 and 5.5) separately as optional items.

6. CLEANING AND HYGIENE EQUIPMENT

All cleaning equipment must be suitable for commercial use, maintained in good working condition, replaced when defective and operated by trained personnel. Hygiene dispensers supplied on a lease basis must remain the bidder's property, be silver in colour and be repaired or replaced when damaged or dysfunctional.

7. SERVICE HOURS AND SERVICE LEVELS

Normal cleaning services shall be provided during hours agreed with the WRC. The service provider may also be required to provide ad hoc, emergency and event-support cleaning outside normal business hours. All deep cleaning services will be conducted over the weekends

- Service complaints must be attended to within twenty-four (24) hours;
- Absent staff must be replaced;
- Hygiene consumables must remain continuously available;
- Complaint and corrective-action registers must be maintained;
- Monthly performance reports must be submitted; and
- Monthly contract-review meetings must be attended.

The service provider shall provide all necessary cleaning equipment required to perform the services.

Such equipment may include:

- Vacuum cleaners;
- Scrubbing equipment;
- Polishing equipment;
- Mopping systems;
- Cleaning carts;
- Safety signages;
- Other cleaning tools and accessories.
- Suitable Industrial machines/equipment for all deep cleaning services

All equipment shall be:

- Suitable for commercial use;
- Properly maintained;
- Replaced when defective;
- Operated by trained personnel.

8. HYGIENE EQUIPMENT MODEL

SUPPLY, INSTALLATION & MAINTENANCE OF HYGIENE EQUIPMENT & DISPENSERS: (SILVER COLOUR)

All the supplied equipment to be on a lease basis and remains the property of the bidder, replace and remove broken or dysfunctional equipment. All dispensers must **be silver** in colour.

Hygiene Equipment Required	Total Quantities Required
Hand Paper Towel Dispensers (Bathrooms) (Touch Free)	13
Hand Paper Towel Dispensers (Kitchen) (Touch Free)	4
Hand Soap Dispensers - 800ml (Bathrooms)	10
Sanitary Bins 12L (Touch Free)	9
Sanitary Bag Dispensers (50's)	9
Seat Sanitizer Dispensers 400ml	13
Air Freshener Dispensers (75ml)	10
Tissue Dispenser Three tier	13

NB Cleaning and Hygiene Consumables Required - WRC will confirm the required quantities monthly requirement (estimated / indicative – all consumables' suppliers will be paid based on actual monthly order and usage)

Cleaning chemicals/Consumables (SABS Approved chemicals)	Estimated Quantities Per Month (Qty not fixed per month, but estimate)
Floor Tile cleaner (Per 5L)	3
Furniture Polish (Per 5L)	2
WHO accredited Disinfectant (Per 5L)	4
Pine Gel (Per 5L)	4
Hi-Stripper	2

Hygiene Consumables (SABS Approved chemicals)	Estimated Quantities Per Month (Qty not fixed per month, but estimate)
Hand paper Towel (Pack of 6 rolls)	24
Toilet Paper white double-ply (pack of 48 rolls)	6
Transparent plastic refuse bags medium (Per pack of 20)	12
Transparent waste bin refuse bags (Per pack 20)	20
Transparent plastic refuse bags big (Per pack of 20)	4
Hand soap 800ml (White foam) (Per refill)	20
Air freshener 75ml (Per refill)	13
Urinals P mats	8
Toilet seat spray sanitizer 400ml (Per refill)	10
Sanitizer bags for sanitary bins (Per refill)	13

9. STAFFING AND SUPERVISION

- The WRC requires four (4) cleaning personnel consisting of two (2) females and two (2) males. Amongst the Four (4) cleaners, One (1) must be a team leader, and will also be responsible for day-to-day cleaning and monitoring the team. However, bidders are welcome to propose an appropriate staffing structure to service the premises effectively. The proposed staffing structure should be included as Option B to which the WRC shall evaluate all bidders on Option A, however, the WRC reserves the right to consider option B and C of the appointed bidder, only if such option is cost effective as compared to option A. – See pricing schedule for ease of reference.

Very important to note in terms of cleaners' composition:

The proposal must indicate:

- Number of cleaners – Four (4), consisting of 2 females and 2 males.
- One (1) out of the four (4) cleaners must serve as the Team leader.
- Escalation procedures.
- Service management structure.

10. SERVICE HOURS

Normal cleaning services shall be provided during hours agreed with the WRC.

Deep cleaning shall be conducted over weekends.

The successful bidder must provide:

- Daily cleaning services;
- Ad hoc cleaning services;
- Emergency cleaning services;
- Event support services outside normal business hours.

11. OCCUPATIONAL HEALTH AND SAFETY

The successful bidder shall comply with all applicable legislation including:

- Compensation for Occupational Injuries and Diseases Act (COIDA);
- Unemployment Insurance Fund (UIF);
- Labour Relations Act;
- Basic Conditions of Employment Act.
- The service provider must comply with National Health Act 61 of 2003, and Health Care Risk Waste Regulation
- OHS Act

The bidder shall:

- Provide personal protective equipment (PPE);
- Conduct safety inductions;
- Maintain incident registers;
- Ensure safe storage and use of chemicals.
- Submit safety compliance file and method statement

12. QUALITY MANAGEMENT

The successful bidder shall implement a quality management system that includes:

- Daily inspections;
- Supervisor inspections;
- Service monitoring;
- Monthly quality reports;
- Corrective action procedures;
- Client satisfaction measurements.

Monthly service meetings shall be held with the WRC contract manager.

13. SERVICE LEVEL REQUIREMENTS

The successful bidder shall:

- Attend to service complaints within twenty-four (24) hours;
- Replace absent staff where necessary;
- Ensure uninterrupted hygiene consumable supply;
- Maintain complaint and corrective action registers;
- Submit monthly performance reports;
- Attend monthly contract review meetings.

14. MANDATORY REQUIREMENTS

Bidders must submit the following:

- Proof of UIF Registration;
- Proof of COIDA Registration;
- Membership to Cleaning association / industry

- The owner/s Director/s of the company must be South African citizens - attach certified Identity document copy/s
- Company must be registered as a Health Care Risk Waste Transporter (Attach Valid Certificate - no third party will be accepted).
- The bidder must have an operational office within the City of Tshwane or demonstrate the ability to provide services within Tshwane within the required response times. NB: Attach proof of Physical address (Municipal bill or valid lease agreement).
- Public Liability Insurance

Company experience required.

- Company must have minimum 3 years of cleaning experience –must attach proof, reference letter/s. The reference letter/s must include contactable details for verification purposes and must indicate the duration of contract specified in terms of start and end dates (DD/MM/YYYY). The experience will be calculated as per calendar year.
- The company must have a minimum of 3 years' experience in hygiene services. Proof must be attached to tender proposal and contactable references of current and previous clients; contract periods to be specified per client. The reference letter/s must include contactable details for verification purposes and must indicate the duration of contract specified in terms of start and end dates (DD/MM/YYYY). The experience will be calculated as per calendar year.

Failure to submit mandatory requirements may result in disqualification.

15. PERIOD / DURATION OF PROJECT / ASSIGNMENT

The contract will run for thirty-six (36) months from the commencement date stated in the agreement. The WRC reserves the right to review performance periodically throughout the contract. The WRC reserves the right to cancel the contract if poor performance persists despite the afforded opportunity to resolve any reported poor performance.

Service Delivery address:

- WRC premises/building at 1609 MICHAEL THACKERAY, THE INNOVATION HUB, PERSEQUOR, TSHWANE, 0020

NB:

- The WRC reserves the right to audit the company on specific matters pertaining to service provided if complaints are filed.

16. EVALUATION CRITERIA

The bid will be evaluated in accordance with the PPPFMA as follows:

16.1 **Phase 1: Admin Compliance to minimum requirements -** bidders are requested to submit the information as listed under phase 1 for admin and verification for compliance purposes. No bidders are eliminated during this phase.

16.2 **Phase 2: Pre-qualification (Mandatory) evaluation phase -** Only bidders that fully complied with the pre-qualification requirements shall progress to the next phase of evaluation. Failure to fully meet the set pre-qualification requirements will be eliminated.

16.3 **Phase 3: Technical / Functional evaluation phase –** Only bidders that fully comply with the minimum set threshold of 75% in this phase shall progress to the next phase of evaluation. Failure to fully meet the set requirements will be eliminated.

16.4 **Phase 4: Specification Compliance phase –** Only bidders that fully complied with the specification requirements shall progress to the next phase of evaluation. Failure to fully meet the set specification requirements will be eliminated.

16.5 Phase 5: Pricing and Specific Goals – Only bidders that progressed from the above phase will be eligible for further evaluation under this phase. Bidder who obtains the highest points shall be recommended for award.

PHASE 1: ADMIN COMPLIANCE REQUIREMENT

In this phase all bids received will be verified for compliance and completeness of the submitted proposal. No bidders shall be eliminated under this phase, as the requested information is for administrative purposes. Where clarity or further information is needed, the WRC reserves the right to request such information for clarity purposes and compliance verification purposes.

- Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated, and signed in ink. Late bids will not be accepted for consideration.
- Bid forms must be properly fully completed, dated, signed in ink, and initial every page of the bid.
- Submission of the bid document must be bonded and is without tearing any pages off.
- Invitation to Bid (SBD 1) must be fully completed,
- Submission of a Supplier SARS Tax Compliance Status Verification PIN to enable Water Research Commission to verify Tax Compliance status on SARS eFiling. NB: Bidders whom their Tax matters are not in order will not be considered for this bid.
- Submission of fully completed Pricing Schedule
- Submission of fully completed SBD 4 (Declaration of Interest),
- Submission of fully completed SBD 6.1 (Preference Claim Certificate),
- Submission of the original or certified B-BBEE Status Level Verification Certificate or original B-BBEE Sworn Affidavit in case of EME and QSE)
- Business Registration Certificate e.g. CK 1, certificate of incorporation
- Familiarise yourself and **initial** every page of the General Condition of Contract
- Submission of Central Supplier Database (CSD) Compliance History Report.

PHASE 2: PRE-QUALIFICATION (MANDATORY) EVALUATION PHASE

Bidders must comply with **all** the mandatory requirements listed below. Failure to meet any one of the mandatory requirements, or failure to provide the required supporting documentation, shall render the bid non-responsive and lead to disqualification from further evaluation.

Only bidders who fully comply with all mandatory requirements will progress to the next phase of evaluation.

No.	Mandatory Requirement	Supporting Evidence Required	Comply (Yes/No)
1	Membership of a recognised cleaning industry association/body	Valid membership certificate	
2	All owners/directors must be South African citizens	Certified copies of South African identity documents for all owners/directors	
3	Company must be registered as a Health Care Risk Waste Transporter	Valid registration certificate (third-party certificates will not be accepted)	
4	Company must have a physical office within the City of Tshwane	Recent municipal account or valid lease agreement reflecting the physical address	
5	Company must attach public liability insurance	Valid insurance proof	
6	Compensation for Occupational Injuries Disease (COIDA)	Valid proof	

Bidder's Declaration

I/We hereby declare that the information provided above is true and correct and that all supporting documentation required for the mandatory requirements has been submitted with our bid.

Description	**Details**
Company Name	
Authorised Representative	
Designation	
Signature	
Date	

Qualification Threshold

The above table must be fully completed and signed by the bidder or authorised representative. Failure to complete, sign, or provide the required supporting documentation for any mandatory requirement shall result in the bid being disqualified and not proceeding to the next phase of evaluation.

PHASE THREE (3): EVALUATION OF BID RESPONSES USING THE TECHNICAL / FUNCTIONAL REQUIREMENTS:

Criteria	**Evidence to be Submitted for Evaluation**	**Weighting**
COMPANY'S OPERATIONAL EXPERIENCE IN CLEANING AND HYGIENE SERVICES	The bidder must have a minimum of two (2) years' relevant experience providing cleaning and hygiene services within corporate, government, commercial, institutional or similar environments. Bidders must submit a minimum of two (2) reference letter(s) on the client's letterhead and signed by an authorised representative confirming the successful provision of cleaning and hygiene services. The reference letter/s must include contactable details for verification purposes and must indicate the duration of contract specified in terms of start and end dates **(DD/MM/YYYY**). The experience will be **calculated as per calendar year**. **The reference letter must indicate:** o Name of client o Nature of services rendered o Contract duration (start and end dates) o Contract value (where applicable) o Contact details for verification purposes	TOTAL POINTS ALLOCATED = 50 POINTS • 50 Points = More than 6 years' experience + 2 or more relevant reference letters. • 40 Points = Above 5 up to 6 years' experience + 2 or more relevant reference letters. • 30 Points = Above 4 up to 5 years' experience+ 2 or more relevant reference letters. • 20 Points = Above 3 up to 4 years' experience + 2 or more relevant reference letters. • 10 Points = Less than 3 years' experience + 2 or more relevant reference letters. • 0 Points = No experience and no reference letters. **NB:** Irrespective of years of experience;

	NB: Where multiple projects are submitted, experience will be calculated based on completed calendar years. Two (2) or more of relevant reference letters showing accumulative years of experience (based on the minimum information required on the reference letter shall be used for determination of company's years of experience for scoring purposes.	if no relevant and compliant reference letters are attached, bidders will score zero points under these criteria.
CONTRACT MANAGER / OPERATIONS MANAGER'S EXPERIENCE	The proposed Contract Manager, Operations Manager or equivalent responsible person must possess relevant experience in managing cleaning and hygiene contracts. **Bidders must submit:** o Detailed Curriculum Vitae (CV). The CV must clearly indicate the years of experience o Supporting documentation must be attached as proof of employment and / or experience. **The CV must clearly indicate:** o Positions held o Responsibilities related to contract management o Cleaning and hygiene services experience o Duration of experience (with dates) o Organisations where experience was obtained o Contactable references	TOTAL POINTS ALLOCATED = 20 POINTS • 20 Points = More than 5 years' relevant experience • 16 Points = Above 4 up to 5 years' relevant experience • 12 Points = Above 3 up to 4 years' relevant experience • 8 Points = Above 2 up to 3 years' relevant experience • 4 Points = Less than 2 years' relevant experience • 0 Points = No relevant experience
COMPREHENSIVE SERVICE PLAN WITH DETAILED METHODOLOGY PLAN	Bidders must submit a detailed service plan demonstrating their understanding of the scope of work and proposed service delivery approach. **The service plan must address:** o Cleaning approach and work schedules o Hygiene services management o Staffing and supervision arrangements. o Team members: Number of Four (4) cleaners required consisting of 2 females and 2 males, where one out of the 4 must be a team leader, a	TOTAL POINTS ALLOCATED = 30 POINTS • 30 Points = Comprehensive service plan covering all ten (10) requirements with clear implementation plan. • 20 Points = Good service plan covering at least eight (8) of the requirements with minor gaps. • 10 Points = Poor methodology with limited relevance to the scope, covering at least five (5) of the requirements. • 0 Points = No service plan submitted

	female and she will also be responsible for day-to-day cleaning and overseeing the team. o Quality control measures o Risk Management Plan o Occupational Health and Safety compliance (safety file) o Consumable stock management o Complaint handling and response procedures o Monthly reporting processes	

Evaluation Criteria Split

Criteria	**Points**
Company Experience	50
Contract or Operations Manager's Experience	20
Methodology and Service Delivery Plan	30
Total Weighting / Points	**100**
Minimum Threshold	**75 Points (75%)**

Minimum Qualification Threshold: Service providers are expected to meet a minimum of 75 points (75%) threshold on the above technical requirements. Only service providers who met the set minimum threshold on the technical evaluation phase will progress to the next phase of evaluation. Suppliers who fail to meet the set minimum threshold shall be considered non-responsive and shall be eliminated on technical evaluation.

PHASE 4: SPECIFICATION COMPLIANCE PHASE

Only bidders that fully complied with the specification requirements shall progress to the next phase of evaluation. Failure to fully meet the set specification requirements will be eliminated.

PHASE 5: PRICE AND SPECIFIC GOALS

Only bidders that progressed from the above phase will be eligible for further evaluation under this phase. Bidder who obtains the highest points shall be recommended for award.

Bidders will be evaluated based on the below criteria using **80/20** preferential point system.

Criteria	**Weight**	**Sub-criteria**
Total Price	80/100	Benchmark against lowest quote
Specific Goal	20/100	Specific Goals points will be awarded to bidders according to their size of the firm as follows: • **Women or Youth or People with disability Owned Businesses:** a. 20 points to be awarded to Women or Youth or People with disability owned businesses (30% and above ownership %).

PRICING SCHEDULE

Bidders must provide a detailed thirty-six (36)-month pricing schedule for cleaning and hygiene services. The schedule must clearly separate labour, supervision, cleaning equipment, hygiene-equipment rental or supply and installation, maintenance, cleaning consumables, hygiene consumables, periodic deep cleaning, optional specialist services, administration, VAT and the total contract price.

Bidders must submit separate and complete pricing for each of the thirty-six (36) contract months, including all applicable escalations, labour, supervision, cleaning equipment, hygiene equipment, maintenance, consumables, materials, uniforms, PPE, quality management, administration and any other costs required to deliver the service.

Pricing for hygiene equipment must separately identify equipment, installation, maintenance and consumable costs. Specialist cleaning services must be priced separately as optional items. The total evaluated price must be VAT inclusive where applicable.

Bidders must indicate and declare if any of the services per the scope of work shall be sub-contracted.

This will allow the WRC to compare:

- **Option A:** Quantity-based pricing using WRC's estimated monthly consumption.

OPTION A: QUANTITY-BASED MODEL (WRC ESTIMATED CONSUMPTION)

A.1 Hygiene Equipment Rental (bidder must ensure that equipment are in good condition during the contract period)

Hygiene Equipment	Quantities	Unit Price (Excl. VAT)	Monthly Total Price (Excl. VAT)
Hand Paper Towel Dispensers (Bathrooms) (Touch free/sensor)	13	**R**	**R**
Hand Paper Towel Dispensers (Kitchen) (Touch free/sensor)	4	**R**	**R**
Hand Soap Dispensers(bathrooms) (800ml)	10	**R**	**R**
Sanitary Bins 12L (Touch Free/sensor)	9	**R**	**R**
Sanitary Bag Dispensers	9	**R**	**R**
Seat Sanitizer Dispensers	13	**R**	**R**
Air Fresheners Dispensers	10	**R**	**R**
Three tier Tissue Dispensers	13	**R**	**R**

Monthly Equipment Rental Total R _____ (Excl. VAT)

A.2 Cleaning Chemicals

Item	Estimated Monthly Quantities	Unit Price (Excl. VAT)	Estimated Monthly Total Price (Excl. VAT)
Floor Tile Cleaner (5L)	3	**R**	**R**
Furniture Polish (5L)	2	**R**	**R**
WHO Accredited Disinfectant (5L)	4	**R**	**R**

Pine Gel (5L)	4	**R**	**R**
Hi-Stripper	2	**R**	**R**

Estimated Monthly Cleaning Chemical Total R _____ (Excl. VAT)

A.3.1 Hygiene Consumables

Item	Estimated Monthly Quantities	Unit Price (Excl. VAT)	Estimated Monthly Total Price (Excl. VAT)
Hand Paper Towels	24	**R**	**R**
Toilet Paper Double Ply	6 pack of 48 roll	**R**	**R**
Bin Refuse Bags	20 (pack)	**R**	**R**
Hand Soap Refills (foam)	20	**R**	**R**

Estimated Monthly Consumables Total R _____ (Excl. VAT)

IMPORTANT NOTICE TO BIDDERS:

The quantities indicated above under A.2 and A.3.1 in respect of Cleaning Chemicals and Hygiene Consumables are provided for evaluation and price comparison purposes only. The quantities are estimates and should not be construed as fixed or guaranteed quantities. Actual quantities required will be determined by the WRC from time to time, based on operational requirements and consumption levels throughout the contract period.

A.3.2 Hygiene Consumables

Item	Estimated Monthly Quantities	Unit Price (Excl. VAT)	Estimated Monthly Total Price (Excl. VAT)
Air Freshener Refills	13		
Urinal P-Mats	8		
Seat Sanitizer Refills	13		
Sanitary Bin Liners	9		

Estimated Monthly Consumables Total R _____ (Excl. VAT)

A.4 Cleaning Personnel

Description	Quantity	Monthly Rate (Excl. VAT)	Monthly Total Price (Excl. VAT)
Cleaner	3		
Cleaner (Team Leader)	1		

Monthly Labour Total R _____ (Excl. VAT)

- Very important to note: The WRC requires a minimum team of four (4) cleaners, comprising two (2) females and two (2) males. Out of the four cleaners, one (1) female cleaner must be a team leader.

A.5 Deep cleaning services (ablution facilities and kitchens – deep cleaning should only happen over the weekend)

Applicable Rates for Year One (1)

Description	Frequency	Rate Per Deep Cleaning (Excl. VAT)	Rate Per Month (Excl. VAT)	Total Amount For Year 1

Deep cleaning services (ablution facilities and kitchens)	**Bi-Weekly / twice in a month**	**R**	**R**	**R**

Applicable Rates for Year Two (2)

Description	**Frequency**	**Rate Per Deep Cleaning (Excl. VAT)**	**Rate Per Month (Excl. VAT)**	**Total Amount For Year 2**
Deep cleaning services (ablution facilities and kitchens)	**Bi-Weekly / twice in a month**	**R**	**R**	**R**

Applicable Rates for Year Three (3)

Description	**Frequency**	**Rate Per Deep Cleaning (Excl. VAT)**	**Rate Per Month (Excl. VAT)**	**Total Amount For Year 3**
Deep cleaning services (ablution facilities and kitchens)	**Bi-Weekly / twice in a month**	**R**	**R**	**R**

Total Amount for 3 Years R _____ (Excl. VAT)

A.6 CONTRACT SUMMARY

Description	Monthly Total (Yr 1)	Total Amount Year 1	Monthly Total (Yr 2)	Total Amount Year 2	Monthly Total (Yr 3)	Total Amount Year 3
A.1 Hygiene Equipment Rental	R	R	R	R	R	R
A.2 Cleaning Chemicals	R	R	R	R	R	R
A.3.1 Hygiene Consumables	R	R	R	R	R	R
A.3.2 Hygiene Consumables	R	R	R	R	R	R
A.4 Cleaning Personnel	R	R	R	R	R	R
A.5 Deep cleaning services (ablution facilities and kitchens)	R	R	R	R	R	R
Other (indicate if any)	R	R	R	R	R	R
TOTAL MONTHLY COST EXCL. VAT	**R**	**R**	**R**	**R**	**R**	**R**
VAT	**R**	**R**	**R**	**R**	**R**	**R**
TOTAL MONTHLY & YEARLY COST INCL. VAT	**R**	**R**	**R**	**R**	**R**	**R**

NB: The above total contract amount must be inclusive of deep cleaning services (ablution facilities and kitchens)

Contract Term	Contract Value (All Inclusive)
Year 1	**R**
Year 2	**R**
Year 3	**R**
Total Contract Value (36 Months)	**R**

A.7 SPECIALIST CLEANING SERVICES

The following specialist services shall be provided as and when required:

- External and internal high-rise window cleaning;
- High-level cleaning deep cleaning services
- Removal of stubborn stains;
- Floor stripping and sealing;
- Specialist cleaning after special events.

Bidders shall price these services separately as optional items (All-inclusive cost).

Description of Services	**Applicable Cost Per Service (Year 1)**	**Applicable Cost Per Service (Year 2)**	**Applicable Cost Per Service (Year 3)**
External and internal high-rise window cleaning;	R	R	R
High-level deep cleaning services	R	R	R
Carpet Deep Cleaning	R	R	R
Couches and Chairs Deep Cleaning	R	R	R
Basement Deep Cleaning	R	R	R
Removal of stubborn stains;	R	R	R
Floor Tile Stripping	R	R	R
TOTAL COST	**R**	**R**	**R**
TOTAL AMOUNT OVER 3 YEARS	**R**		

NB: The services will be requested as and when required or on an as-needed basis, where the quoted rates shall apply. The work should be conducted only over the weekend.

TOTAL CONTRACT AMOUNT – A.6 and A.7 (To be used as Option A Total Amount to be used for comparative amount)

	TOTAL BID AMOUNT - (All Inclusive)
Total Contract Value (36 Months total) – A.6	**R**
Total Specialist Cleaning Services (3 Years total) – A.7	**R**
TOTAL BID AMOUNT	**R**

EVALUATION PURPOSE

To ensure a fair comparison:

Very important: All bidders must submit price for Option A; failure shall lead to elimination.

The WRC will evaluate all bids primarily on **Option A (Quantity-Based Model)** for price and preference point purposes. Option A will be used exclusively for comparative evaluation and award purposes in accordance with the approved procurement policy and applicable legislation.

1. OCCUPATIONAL HEALTH AND SAFETY

- The service provider must comply with all applicable occupational health, labour and compensation legislation, including the Occupational Health and Safety Act, COIDA, UIF requirements, the Labour Relations Act and the Basic Conditions of Employment Act. The service provider must provide PPE, conduct safety inductions, maintain incident registers and ensure the safe storage and use of chemicals.

2. SPECIAL CONDITIONS

- The service provider must comply with the current National Minimum Wage and pay employees on the dates stipulated in their employment contracts. Failure to do so will constitute a breach of contract.
- The successful bidder shall comply with all applicable Sectoral Determinations, Bargaining Council Agreements, National Minimum Wage legislation, UIF, COIDA and employment legislation
- All daily cleaning consumables not specifically listed in the pricing schedule must be supplied by the bidder and included in the total price.
- The service provider must provide all required cleaning equipment, uniforms and PPE.
- Sanitary waste must be handled and disposed of in accordance with the National Health Act, 2003 and applicable health-care risk-waste regulations.
- The WRC may conduct supplier due diligence before award or at any time during the contract.
- Service performance will be reviewed regularly against the scope, service levels and agreed deliverables. Persistent poor performance may result in corrective action or termination in accordance with the contract.
- The successful bidder must provide CVs and valid South African Id copies for all the resources with 7 days from the appointment date

3. CONTRACT PERFORMANCE

- To improve project management and service provider performance, the WRC will conduct regular reviews of service delivery against the scope of work. This includes evaluating each project deliverable to determine whether the service was rendered in line with the agreed scope. The WRC reserves the right to cancel the contract should the service provider fail to perform optimally, after being given an opportunity to address poor performance or quality issues.
- Schedule of payments linked to key outputs.

4. REPORTING AND DELIVERABLES

- Daily sheets;
- Toilet and kitchen inspection sheets;
- Monthly operational inspections;
- Monthly reports submitted by the Fifth day of each month;
- Standard operating procedures submitted within sixty (60) days from date of appointment;
- An OHS compliance safety file, including the WRC section 37.2 agreement, submitted within sixty (60) days;
- Cleaning and Hygiene method statement prior contract start date;
- A detailed deep-cleaning schedule for WRC approval;
- Proposed cleaners, with at least one (1) year of relevant cleaning experience and South African citizenship; and
- Submit disposal certificate for each disposal conducted.

Key Performance Indicators shall include the following:

- 95% hygiene consumable availability.
- 24-hour complaint resolution.
- 100% staff attendance or approved replacement.
- Monthly quality audit score of at least 90%.
- Submission of monthly reports by the 5th working day

5. SUPPLIER DUE DILIGENCE

- WRC reserves the right to conduct supplier due diligence prior to the final award or at any time during the contract period. This may include requests for additional information where necessary.

6. CONFIDENTIALITY

- All information related to this RFB is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement.

- All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence and subject to signing of Non-Disclosure Agreement. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from WRC.

7. LIMITATION OF LIABILITY

- A bidder participates in this bid process entirely at its own risk and cost. WRC shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

8. SPECIAL CONDITIONS

- Service provider must attend compulsory briefing at the WRC office at The Innovation Hub offices.
- The building plans will be provided to service providers to ensure accurate equipment quantities are delivered and installed.

9. CONTRACT PERFORMANCE

- To improve project management and service provider performance, the WRC will conduct regular reviews of service delivery against the scope of work. This includes evaluating each project deliverable to determine whether the service was rendered in line with the agreed scope. The WRC reserves the right to cancel the contract should the service provider fail to perform optimally, after being given an opportunity to address poor performance or quality issues.
- Schedule of payments linked to key outputs.

10. SUPPLIER DUE DILIGENCE

- WRC reserves the right to conduct supplier due diligence prior to the final award or at any time during the contract period. This may include requests for additional information where necessary.

11. CONFIDENTIALITY

- All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement.
- All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence and subject to signing of Non-Disclosure Agreement. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from WRC.

12. LIMITATION OF LIABILITY

- A bidder participates in this bid process entirely at its own risk and cost. WRC shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

This annexure should be completed and signed by the Bidder's authorised personnel as indicated below:

1 Please indicate your total bid price here: R……
(Total Bid Amount – All Inclusive)

2 **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**

3 **NOTE: All prices must be VAT inclusive (15% - where applicable) and must be quoted in South African Rand (ZAR).**

4 Are the rates quoted firm for the full period of the contract?

5 **Mandatory**: Price must be fixed for the duration of the bid validity.

YES	NO

Annex B: PRICING SCHEDULE – DECLARATION

To: WRC,

Having read through and examined the Tender Document, Tender no**. WRC-007-2026/27** the General Conditions, The Requirement and all other Annexes to the Tender Document, we offer for the **APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CLEANING AND HYGIENE SERVICES AT THE WATER RESEARCH COMMISSION (WRC) FOR A PERIOD OF THIRTY-SIX (36) MONTHS** at the total tendered contract sum of:
R_____(including VAT). In Words: _____
_____(including VAT)

We confirm that this price covers all activities associated with the rendering of the **CLEANING AND HYGIENE SERVICES AT THE WATER RESEARCH COMMISSION (WRC) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.** We undertake to hold this offer open for acceptance for a period of 120 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

SIGNED **DATE**

_____ _____

(Print name of signatory)
Designation _____

_____

FOR AND ON BEHALF OF: **COMPANY NAME**

Tel No _____

Email _____

Cell No _____

Annex C: Attach a valid Supplier SARS Tax Compliance Status Verification PIN to enable Water Research Commission to verify Tax Compliance status on SARS eFiling

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1. Any person (natural or juristic) may make an offer 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES [ ] NO [ ]**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

2.3 Does the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder have a relationship with any person who is employed by the institution procuring the required goods or services? **YES [ ] NO [ ]**

2.3.1 If YES, complete the details of the relationship with the person employed by the institution procuring the required goods or services in table below.

Name of person in bidder	Name of person at institution	Nature of the relationship

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

2.4 Does the bidder or any of its directors / trustees / shareholders / members / partners have any interest[1] in any other related enterprise / company / trust, whether or not that enterprise / company / trust is bidding[2] for this requirement?

YES [ ] NO [ ]

2.4.1 If YES, complete the details of the related enterprise / company / trust in the table below:

Registering authority	Name of related enterprise / company / trust	Registration number	Description of interest

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid for this requirement, do hereby make the following statements, on behalf of the bidder, that I certify to be true and complete in every respect:

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the institution procuring the required goods or services 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.

1 Includes ‘‘beneficial interest’’ and ‘‘personal financial interest’’ as defined in the Companies Act 71 of 2008
2 Includes open competitive bidding / limited bidding/ requests for quotations/ requests for proposals/ unsolicited bids

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE INFORMATION PROVIDED IS CORRECT.

I ACCEPT THAT THE INSTITUTION PROCURING THE REQUIRED GOODS OR SERVICES MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME, THE BIDDER AND ANY OF ITS DIRECTORS / TRUSTEES / SHAREHOLDERS / MEMBERS / PARTNERS IF THIS DECLARATION IS FOUND TO BE FALSE.

…… ……

Signature Date

…… ……..

Designation Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

(a) The applicable preference point system for this tender is the 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.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time

subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

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

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20

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

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 table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Criteria	Weight	Sub-criteria
Total Price	80/100	Benchmark against lowest quote
Specific Goal	20/100	Specific Goals points will be awarded to bidders according to their size of the firm as follows: • **Women or Youth or People with disability Owned Businesses:** a. 20 points to be awarded to women, Youth or People with disability owned businesses (30% and above ownership %).

***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 - Woman or Youth or People with disability owned enterprises (30% and above ownership %)	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Woman or Youth or People with disability Owned Businesses (30% and above ownership %) and BEE Level	**20 Points**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

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

Annex F: Submission of the Original or Certified copy of B-BBEE certificate or original Sworn Affidavit certificate in case of EME or QSE

Annex G: Submit the Central Supplier Database Compliance History Report (CSD Report)

PHASE 2: MANDATORY EVALUATION

Bidders must comply with **all** the mandatory requirements listed below. Failure to meet any one of the mandatory requirements, or failure to provide the required supporting documentation, shall render the bid non-responsive and lead to disqualification from further evaluation.

Only bidders who fully comply with all mandatory requirements will progress to the next phase of evaluation.

No.	Mandatory Requirement	Supporting Evidence Required	Comply (Yes/No)
1	Membership of a recognised cleaning industry association/body	Valid membership certificate	
2	All owners/directors must be South African citizens	Certified copies of South African identity documents for all owners/directors	
3	Company must be registered as a Health Care Risk Waste Transporter	Valid registration certificate (third-party certificates will not be accepted)	
4	Company must have a physical office within the City of Tshwane	Recent municipal account or valid lease agreement reflecting the physical address	
5	Company must attach public liability insurance	Valid insurance proof	
6	Compensation for Occupational Injuries Disease (COIDA)	Valid proof	

Bidder's Declaration

I/We hereby declare that the information provided above is true and correct and that all supporting documentation required for the mandatory requirements has been submitted with our bid.

Description	Details
Company Name	
Authorised Representative	
Designation	
Signature	
Date	

Qualification Threshold

The above table must be fully completed and signed by the bidder or authorised representative. Failure to complete, sign, or provide the required supporting documentation for any mandatory requirement shall result in the bid being disqualified and not proceeding to the next phase of evaluation.

Annex J: Phase 3: Functionality evaluation criteria phase: company's operational experience

PHASE THREE (3): EVALUATION OF BID RESPONSES USING THE TECHNICAL / FUNCTIONAL REQUIREMENTS:

Criteria	Evidence to be Submitted for Evaluation	Weighting
COMPANY'S OPERATIONAL EXPERIENCE IN CLEANING AND HYGIENE SERVICES	The bidder must have a minimum of two (2) years' relevant experience providing cleaning and hygiene services within corporate, government, commercial, institutional or similar environments. Bidders must submit a minimum of two (2) reference letter(s) on the client's letterhead and signed by an authorised representative confirming the successful provision of cleaning and hygiene services. The reference letter/s must include contactable details for verification purposes and must indicate the duration of contract specified in terms of start and end dates **(DD/MM/YYYY**). The experience will be **calculated as per calendar year**. **The reference letter must indicate:** o Name of client o Nature of services rendered o Contract duration (start and end dates) o Contract value (where applicable) o Contact details for verification purposes NB: Where multiple projects are submitted, experience will be calculated based on completed calendar years. Two (2) or more of relevant reference letters showing accumulative years of experience (based on the minimum information required on the reference letter shall be used for determination of company's years of experience for scoring purposes.	TOTAL POINTS ALLOCATED = 50 POINTS • 50 Points = More than 6 years' experience + 2 or more relevant reference letters. • 40 Points = Above 5 up to 6 years' experience + 2 or more relevant reference letters. • 30 Points = Above 4 up to 5 years' experience+ 2 or more relevant reference letters. • 20 Points = Above 3 up to 4 years' experience + 2 or more relevant reference letters. • 10 Points = Less than 3 years' experience + 2 or more relevant reference letters. • 0 Points = No experience and no reference letters. **NB:** Irrespective of years of experience; if no relevant and compliant reference letters are attached, bidders will score zero points under these criteria.
CONTRACT MANAGER / OPERATIONS MANAGER'S EXPERIENCE	The proposed Contract Manager, Operations Manager or equivalent responsible person must possess relevant experience in managing cleaning and hygiene contracts.	TOTAL POINTS ALLOCATED = 20 POINTS • 20 Points = More than 5 years' relevant experience

	Bidders must submit: ○ Detailed Curriculum Vitae (CV). The CV must clearly indicate the years of experience ○ Supporting documentation must be attached as proof of employment and / or experience. **The CV must clearly indicate:** ○ Positions held ○ Responsibilities related to contract management ○ Cleaning and hygiene services experience ○ Duration of experience (with dates) ○ Organisations where experience was obtained ○ Contactable references	• 16 Points = Above 4 up to 5 years' relevant experience • 12 Points = Above 3 up to 4 years' relevant experience • 8 Points = Above 2 up to 3 years' relevant experience • 4 Points = Less than 2 years' relevant experience • 0 Points = No relevant experience
COMPREHENSIVE SERVICE PLAN WITH DETAILED METHODOLOGY PLAN	Bidders must submit a detailed service plan demonstrating their understanding of the scope of work and proposed service delivery approach. **The service plan must address:** ○ Cleaning approach and work schedules ○ Hygiene services management ○ Staffing and supervision arrangements. ○ Team members: Number of Four (4) cleaners required consisting of 2 females and 2 males, where one out of the 4 must be a team leader, a female and she will also be responsible for day-to-day cleaning and overseeing the team. ○ Quality control measures ○ Risk Management Plan ○ Occupational Health and Safety compliance (safety file) ○ Consumable stock management ○ Complaint handling and response procedures ○ Monthly reporting processes	TOTAL POINTS ALLOCATED = 30 POINTS • 30 Points = Comprehensive service plan covering all ten (10) requirements with clear implementation plan. • 20 Points = Good service plan covering at least eight (8) of the requirements with minor gaps. • 10 Points = Poor methodology with limited relevance to the scope, covering at least five (5) of the requirements. • 0 Points = No service plan submitted

Annex K: Record of Addendum

I / We confirm that the following communications amending the tender documents that I / we received from the employer or his representative before the closing date for submission of this tender offer have been taken into account in this tender offer.

ADDENDUM No	DATE RECEIVED	TITLE OR DETAILS

SIGNATURE: …….. DATE: ……..
(of person authorized to sign on behalf of the Tenderer)

PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General	3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract Documents and ; inspection	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf, of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance Security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance

obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk.

Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship

(except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by

the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful 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 document 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 of1998, as amended, can 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.