



DEPARTMENT OF EMPLOYMENT AND LABOUR

**MINIMUM REQUIREMENTS CONTRACT  
CLEANING SPECIFICATION**

MPUMALANGA

**BID NUMBER: LMP 02/2026**

MBOMBELA & MALELANE LABOUR CENTRES

**DURATION: 36 MONTHS**

**LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID DOCUMENT**

**1. ALL PAGES MUST BE COMPLETED AND SIGNED (WHERE SIGNATURE IS APPLICABLE) BY THE BIDDER**

<b>MANDATORY REQUIREMENTS</b>	
1.	Valid site inspection certificate (fully filled in and signed)
2.	SBD3.3 fully completed and signed (firm prices)
3.	Cleaning Association Certificate.
4.	Previous Experience of the company (Three (3) copies of Service Level Agreements/ Appointment letter/ Purchase order each with the duration of one (1) year or longer in the relevant field.
FAILURE TO SUBMIT/ FULLY COMPLETE AND SIGN THE MANDATORY DOCUMENTS WILL RESULT IN DISQUALIFICATION.	
<b>ADMINISTRATIVE REQUIREMENTS</b>	
1.	A fully completed, initialled and signed tender document.
2.	Company profile
3.	SBD1, SBD4 and SBD6.1 completed and signed.
4.	Registration with Central Supplier Database
6.	Bank Rating Certificate

**2. DURATION AND CONDITIONS OF THE BID**

**2.1 DURATION**

This agreement shall start upon the commencement date and shall endure for a period of **36 months** and automatically terminate on the termination date by effluxion of time, unless terminated earlier in terms of the provisions of the Service Level Agreement.

**SPECIFICATIONS FOR: MBOMBELA LABOUR CENTRE**

**1. SCOPE OF CLEANING**

Number of floors A block ground floor and First floor

Surface area 1375.60m<sup>2</sup>

Ceramic floor tiles (public arears  
& toilets)

Fumigation (Pest control once per

1375.60m<sup>2</sup>

Semester, & as & when required, through periodical monitoring, from approved Health  
And Safety Standard)

**1. FLOOR PLANS SPECIFICATION FOR CLEANING SERVICES:**

**a) Ground floor and first floor**

Offices: 5 x open plan offices

First floor 20 x individual offices

Kitchens: 4 x kitchen

Ablution Facilities: 4 x male staff and 4 x female staff, 1 x  
disabled toilet (4 cubicles, 4 hand wash  
basin)

3 x Male clients, 3 x Female clients, 1  
x disabled 3 urinals, 3 hand wash  
basins)

Board room: 2 x board rooms (Tiled)

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Reception area: 2 x reception areas (Tiled)

Parking bays 27 x parking bays

Store room: 2 x store rooms

Security guard room 1 x guard room

b) **Total square meters for Mpumalanga Nelspruit L/C**

<b>Overall m<sup>2</sup> for all floors</b>	<b>Number of visitors</b>	<b>Number of staff</b>
1375.60m <sup>2</sup>	Weekly : 160	Nelspruit L/C staff:96

## **SITE INSPECTION**

Prospective bidders must visit the premises to familiarize themselves with the extent of the service to be rendered. A site inspection certificate (attached) must be completed and submitted with the bid. Failure to attend the compulsory site inspection meeting will invalidate a bid.

### **The compulsory briefing and site inspection will be held as follows**

**Date** 20/02/2026

**Time** 10:00 am

**Place** 147 Imbani Circle  
Malelane

## **WORKPLAN**

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

3.1 The work method/plan that will be followed for the execution of the contract;

A schedule of all duties to be carried out by the cleaning contractor must be approved by Department of Employment and Labour: Mpumalanga Provincial Office for the full contract period, should be included in the work plan, as requested above.

The work plan document will form part of the Service Level Agreement between the Department of Employment and Labour: Mpumalanga Provincial Office and the appointed cleaning contractor.

The Department of Employment and Labour: Mpumalanga Provincial Office will work strictly according to the work schedule and if tasks indicated on the work schedule are not performed on time that will constitute a break of contract and penalties will be levied.

**NB: No other duties will be performed by the cleaning staff (e.g. washing of crockery, dishes for Mpumalanga Nelspruit Labour Centre staff)**

## **NUMBER OF CLEANERS**

Number of cleaners **(5)** cleaners (which is inclusive of two **(2)** supervisor) are required for the offices, toilets, staircases and passages and an individual suitable to work in other cleaning areas e.g. parking areas, roof areas, and dustbins, as specified in the work plan.

Cleaners on leave should be replaced with temporary cleaners for duration of leave or sick leave

## **LEGISLATIVE REQUIREMENTS**

5.1 Bidders must comply with the following Labour Legislation but unlimited to this,

- To adhere to all the prescribed conditions as per: Basic Conditions of Employment Act 75 of 1997;
- To advance economic development, social justice, labour peace and the democratisation of the workplace as per: Labour Relation Act 66 of 1995.
- To adhere to all the prescribed conditions as per: Occupational Health Safety act 85 of 1993.
- Bidders must be registered with the Unemployment Insurance Fund as per, Unemployment Insurance Contributions Act, No. 4 of 2002
- Bidders must be registered with Compensation Fund, as per Compensation for Occupational Injuries and Diseases Act of 1993
- Bidders must be registered with South Africa Revenue Services, as per SARS Act of 1997.
- Bidders must comply with the minimum wages and conditions as per: Sectoral Determination 1: Contract Cleaning Sector, South Africa.

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- Shortlisted bidders will be inspected with regard to all the Labour Legislative requirements.

### **5.2 PLEASE NOTE**

It is compulsory that bidders must comply with the provisions as per **Sectoral Determination 1: Contract Cleaning Sector, South Africa**

### **6. DEPARTMENT OFFICIAL WORKING HOURS**

- The working hours of the Department of Employment Labour are from **7H30 to 16H00** Monday to Friday, excluding public holidays.
- Lunch break is between 12:45 and 13:30.
- The working hours for the cleaning staff will be from **06H30 -15H30**
- Provisioning should be made for overtime when required

### **7. CLEANING EQUIPMENT REQUIRED**

The contractor must supply all equipment and cleaning material of good and acceptable quality for the rendering of the service. Cleaning material should include the following, but is not limited to the items mentioned **ALL CLEANING MATERIAL MUST BE SABS APPROVED AND A SAFETY DATA SHEET MUST BE PROVIDED.**

#### **7.1 General Equipment**

- 7.1.1 Wet Vacuum cleaners (less noise). THERE MUST BE NO SHORTAGE OF VACUUM CLEANERS and must be functional at all times;
- 7.1.2 Industrial mops and mop trolleys;
- 7.1.3 Garden Brooms, must be replaced every 6 months;

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- 7.1.4 1.5m feather dusters and short one;
- 7.1.5 Warning signs for wet / slippery floors available for all cleaners 2 per cleaner;
- 7.1.6 Cleaning cloths dedicated to each area
- 7.1.7 Squeegees for window cleaning
- 7.1.8 And all other necessary equipment (to be indicated in the work-plan).

### **7.2 CLEANING MATERIAL: SABS APPROVED**

7.2.1 Toilet paper packs 60 (48 per pack) per month; see paragraph 10 good quality double ply. *Provision should be made for when stock depletes before month end.*

- 7.2.2 Cleaning chemicals for cleaning of toilets, floors etc.
- 7.2.3 Toilet brushes – 1 per cubicle. Replaceable as and when required.
- 7.2.4 Scrubbing scourers;
- 7.2.5 Personal protective equipment (e.g. gloves, dust masks);
- 7.2.6 Furniture spray;
- 7.2.7 Cleaning liquid for copper, stainless steel, chrome, windows and mirrors;
- 7.2.8 Non-ammoniac stripper (Similar to Wetrok) Sealing (Similar to Wetrok); slip polish for floors;
- 7.2.9 Air freshener canisters in toilets;
- 7.2.10 Hand liquid soap;
- 7.2.11 Disinfective cleaning liquid for all toilets; (All toilets)
- 7.2.12 Hand paper towel roll 20 packs (10 rolls per pack);
- 7.2.13 Plastic bags for dustbins in the kitchens and for office waste;
- 7.2.14 Plastic bag for sanitary bins, cleaning material and deodorized small sanitary disposal bags.

### **7.3 UNIFORM, OVERALL AND PROTECTIVE CLOTHING**

- 7.3.1 The bidder must supply in serviceable condition, free of charge, any uniform, overall, gumboots or other protective clothing,
- 7.3.2 Such uniform, overall, gumboots or other protective clothing shall remain the property of the employer.
- 7.3.3 Every worker must be clothed in full uniform, depicting the name of the company and name tag for each employee.

**8. TRAINING OF CLEANERS/EMPLOYEE**

8.1 Continuous training of cleaning staff should be provided semesterly (twice per year) and bidders must also ensure that every employee needs to be trained.

**9. MEETINGS**

9.1 The project manager of the appointed cleaning company must attend the following meetings organized by DEL:

- Monthly meetings
  - Ad-hoc meetings organized as and when necessary;
  - The supervisor must draw up timetables and work schedules on a daily basis, according to work plan.
    - Disaster Management: In the event of flooding or any other incident, which may occur, emergency cleaning must be undertaken by the service provider.

**10. WORKPLAN**

10.1 **BUILDING ENTRANCES: MUST BE CLEANED BEFORE WORKING HOURS**

- Glass doors 4x per day

10.2 **OFFICES AND PASSAGES AND LOBBY FLOORS WITH TILES**

- Passages and lobbies cleaned daily
- Lobby floors mopped daily

10.3 **PASSAGES AND LOBBY FLOORS WITH TILES**

- Sweep Daily
- Mopping Daily
- Glass walls to be cleaned once a week

**10.4 OFFICE CLEANING**

- Dust all surface Every second day
- Dust all high ledges and fittings. Every second day
- Dust all window ledges. Every second day
- Clean and disinfect telephones Every second day
- Empty waste baskets Twice a day, Morning & after lunch
- Polish Furniture Every second day
- Wet Vacuum In the event of water spillage.
- Vacuum offices Every second day

**10.5 STORAGE ROOMS**

- Storage room must be kept clean when requested.

**10.6 WALLS AND ART WORK**

- Walls and Artwork (painting) must be washed when and where necessary with a recognized soap that will not damage the surfaces.

**10.7 TOILETS: MUST BE CLEANED BEFORE AND DURING WORKING HOURS**

- Maintain floor according to types Daily (2 times per day)
- Mopping mop floors with disinfectant. Daily ( 2 times per day)
- Empty and clean all waste receptacles. Daily (2 times per day)
- Empty and disinfect sanitary bins Fortnightly
- Clean and sanitize all bowels, basins, urinals Daily (2 times per day)
- Clean all mirrors Daily
- Clean all metal fittings Daily
- Replenish consumables i.e. toilet papers, Soap and hand towel rolls Daily; refill when needed

**10.8 PARKING AREAS, FRONT ENTRANCE , AND PAVING**

- Any weeds between paving to be removed on a continuous basis.
- Parking swept – every second day and wash with water twice per months.

**10.9 STOREROOMS, AND SECURITY GUARDROOM**

- Where applicable cleaned daily. Store room should be cleaned when requested

**10.10 REFUSE AREA**

- Sweep and keep area tidy and place municipality dustbins daily outside the building for collecting of waste.

**10.11 KITCHEN**

◦ Sweeping of floors	Daily morning and after lunch
◦ Washing of floors	Daily morning and after lunch
◦ Wash sink area	Daily morning and after lunch
◦ Empty dustbin	Daily morning and after lunch
Hydro-boil	Daily morning and after lunch

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◦ Wipe fridges and microwaves inside and outside. after lunch	Daily, morning and
De-freezing and cleaning of fridges	As and when required

### **10.12 BOARDROOMS**

- Where applicable daily. The cleaning of these areas must be cleaned daily before 9:00. Chairs and tables be cleaned and polished, arrange with occupiers or responsible officials. The contractor will be held liable for any loss and damage suffered by state, result of the contractors own employees negligence or intent, which originated on the site.

### **10.13 COMPUTER EQUIPMENT, KIOSKS, TELEVISION, PHOTOCOPY MACHINE**

Must be dusted where applicable daily and on request.

### **10.14 DOORS**

- Doors must be dusted on both sides weekly. Door knobs and handles must be wiped daily with damp cloth. If made of copper/chrome be polished monthly.

### **10.15 COMPUTER ROOMS**

- Computer rooms must be cleaned once a week in such a way that dust does not rise or accumulate on apparatus during cleaning on same schedule as offices. Specific arrangements in this regard must be made with the occupants, as entrance to computer rooms is restricted.

### **10.16 WINDOWS AND LIGHTING**

Windows must be washed from inside and outside every four months. Copper window latches and sliding surfaces must be polished quarterly.

All fluorescent lights and light shades must be dusted daily with a long dry duster.

### **10.17 DEEP CLEANING**

- Deep cleaning for kitchen must be done **quarterly** ( after every three months)

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- Deep cleaning for toilet must be done **quarterly** (after every three months)  
Deep cleaning for windows (after every four months)  
Deep cleaning for and blinds (after every four months)  
Deep cleaning for carpets must be done semesterly (after every 6 months)  
**Deep cleaning for chairs must be done **semesterly** (after every 6 months)**
- Deep cleaning of offices after reported case of i.e. COVID-19.

### 11. SANITARY CONSUMABLES REQUIREMENT

**NB:** The service provider must install, maintain and repair the following sanitary equipment required:

- Lockable toilet Paper Holders, Refills, (Install, repair or replace and maintain). replace were necessary. After installation, ownership belongs to the department.
- Toilet Paper Quality must comply with SANS 1887 - 2
- Sensor Operated Hand Towel (Paper) Dispensers, Refills, (Install, repair or replace and maintain). replace were necessary. After installation, ownership belongs to the department.
- Hand Towel Quality must comply with SANS 1887- 8
- Sanitizer Drip Master for Urinals, (Install, repair or replace and maintain). replace were necessary. After installation, ownership belongs to the department.
- Supply sanitary bins in all female and disabled toilets cubicle and serviced fortnightly.
- Sensor Operated Hand Soap Dispenser: (Install, repair or replace and maintain). Replace were necessary. After installation, ownership belongs to the department.
- Supply Air freshener in toilets: Supply air freshener for Male, Female and Disabled toilets.
- Maintain or replace and supply toilet surface sanitizer and handle cleaner were required for Female, Male and Disabled toilets.

- Maintain toilet seat disinfectant in all toilets (Install, repair or replace and maintain).  
replace were necessary. After installation, ownership belongs to the department.

**NB: Refer to number of toilet per floor and toilet cubicles (Paragraph 1 page 4-6 floor plans specification)**

## **12. CONTRACT PRICE AND DURATION**

**For the duration of the contract the Prices are Fixed except for the provision of the Sectoral Determination**

The contract price is valid for the full **36 months**

## **13. SPECIAL BID CONDITIONS**

PERIOD: 36 months

CLOSING TIME: 11:00 am

VALIDITY: 120 days

### **CONDITIONS OF BID**

#### **INFRASTRUCTURE**

13.1 Bidders must furnish the following information per annexure regarding their company as part of the bid: (**Annexure A – paragraph 21**)

13.1.1 Number of staff currently employed, divided into -

13.1.2 Management personnel / certify ID copies;

13.1.3 Supervisors; and

13.1.4 Cleaners. Full time:

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- 13.1.5 Address of Mpumalanga Provincial Office
- 13.1.6 Addresses of regional offices/branches
- 13.1.7 Date from when the company **commenced** to render cleaning services.
- 13.1.8 Details of current and completed cleaning contracts over the **past five years**, e.g. names of clients, contract period and value, and the names and telephone numbers of the persons with whom contact can be made for reference purposes.
- 13.1.9 Annual turnover
- 13.1.10 Names, postal address and telephone number(s) of bankers and the name of the contact person where financial enquiries may be answered.
- 13.1.11 Name, address and telephone number of auditor(s) and the name of the contact person where financial enquiries may be answered.
- 13.1.12 The amount the firm is insured for against public liability and the name and address of the relevant insurance company as well as the policy number.
- 13.1.13 The name, identity numbers and street addresses of all partners must be indicated where persons, who are a partnership or a company comprising a partnership, tender.

## **14. CONTRACT CONDITIONS**

### **14.1 ROUTINE ACTIVITIES IN OFFICES**

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

### **14.2 WORKMANSHIP AND MATERIAL**

All work must be of a high standard and executed to the satisfaction of the Department.  
All material, viz. chemicals, etc. must be of good and acceptable quality.

### **14.3 FIRE EXTINGUISHERS**

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

14.4

#### **TOILET CLEANING AND DRESSING ROOMS**

The cleaning of toilets and dressing rooms shall, as far as possible, be done by employees of the appropriate sex.

14.5

#### **UNACCEPTABLE CLEANING AGENTS**

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

14.6

#### **MACHINES AND EQUIPMENT**

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

14.7

#### **WARNING SIGNS**

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

14.8

#### **INFLAMMABLE AND POISONOUS SUBSTANCES**

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

14.9

#### **LIABILITY**

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

14.10

#### **DAMAGE COMPENSATION**

The contractor will be held responsible for any damage or thefts that may be caused, to the premises or contents, by him/her or his/her employees or be

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due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the contractor

**Contractor is expected to have liability insurance.**

14.11

### **RECTIFICATION OF DAMAGES**

In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the service, the contractor undertakes to rectify the damage immediately to the satisfaction of the State. If the contractor fails to act immediately after notification, the State will rectify the damage at will and the costs thereof will be recovered from any moneys due to the contractor.

14.12

### **ARBITRATION**

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

- Within 10 days after agreement could not be reached a party will have the right, by notice to the other, to demand that the dispute be referred for arbitration in terms of this clause.
- The parties involved must agree mutually as to who will act as arbiter.
- The arbiter must notify the parties in advance, regarding the remuneration for his services.
- Each party must submit a full written view of his/her case to the arbiter within 30 days of the notification per paragraph 4.1 in which all evidence, affidavits, facts, submissions of expert evidence, etc. on which his/her case rests and s/he must serve a copy on the other party.
- Within 14 days after receipt of the copy of the other party's case - view, any party may reply thereto and submit a supplementary piece to the arbiter and serve a copy on the other party.

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- The arbiter must then consider the dispute and decide on the evidence before him/her without the appearance of any of the parties or any legal representatives before him/her.
- The arbiter may make any decision or allocation which in his discretion is fair and appropriate.
- The arbiter must take the intention of the parties into consideration and make his/her decision in accordance with the South African Law. S/He is not strictly bound to the rules of the law but should let himself/herself be guided by principles of justice and fairness.
- The findings of the arbiter may include an order which instruct the unsuccessful party to pay the remuneration of the arbiter as well as the expenses of the successful party.
- This clause holds the irrevocable consent of the parties to the arbitration and no party shall have the right to withdraw from it or claim that s/he is not bound by this clause.
- If a party withdraws from the arbitration, it will be accepted that s/he consents to the arbiter's findings against him/her.

### 15. CONDITIONS IN RESPECT OF THE PERSONNEL OF THE CONTRACTOR

- a) The personnel of the contractor will have access to all areas, subject to other stipulations in this contract, to render the service. If the service is not rendered in that specific area at a given time, access to that area is forbidden.
- b) Each member of the contractor's personnel must submit a **trade health certificate** at the **start of the cleaning service** and it must be revised annually at the request of the contract person.
- c) Without prejudice to the contractor's responsibility to select his/her personnel before employment, the State will at all times have the **right to point out staff members of the contractor who is considered a safety, health or security risk** or undesirable in which case the contractor will be requested not to utilize such person(s) any longer to honour his/her obligations in terms of this agreement.
- d) In such a case the contractor will immediately comply with the request and the contractor will not (as a result of such a request) be entitled to bring a claim for loss or damage against

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the State and the contractor indemnifies the State against any claim from the employee concerned.

### **16. UNSPECIFIED SERVICES**

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

### **17. PAYMENTS**

Payment will be made monthly on submission of an invoice for the services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number. **Invoices cannot be certified as correct before the work has been properly performed, that is certification can only take place after the last working day of the month during which the service was rendered. Payment will be made within 30 days after receipt of the correct invoice.**

### **18. BREACH OF CONTRACT**

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

### **19. TERMINATION AND/OR WITHDRAWAL**

- 1) In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the State Tender Board's General Conditions and **Procedures (ST 36)** will be applicable.
  
- 2) The State reserves the right to withdraw any part(s) of the premises or the premises as a whole from the service, with three months' written notification to the contractor. Should a part of the premises be withdrawn from the contract, the contract amount will be adjusted pro-rata from date of withdrawal. The contractor will be entitled to payment up to the date of withdrawal but will not be entitled to any compensation or damages as a result of the withdrawal or termination.

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3) Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force majeure (*vis major*) the State will, in its discretion, determine which part(s) of the premises cannot or should not be put to further use for the original utilization and in respect of the unusable part(s) of the premises the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favour of the one party against the other shall result therefrom. In respect of the remaining part(s) of the premises that will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change. When the damaged premises have been repaired, the State can request the contractor to resume the cleaning service with one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

**QUESTIONARE**

<b>NB:</b>	<b>TO BE COMPLETED BY ALL BIDDERS. FAILURE TO COMPLY WITH THE QUESTIONNAIRE WILL INVALIDATE THE BID</b>
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1.1	<u>Project Manager available</u>	Yes/No
1.2	<u>Supervisor/s</u>	Yes/No
1.3	<u>Number of workers offered for the rendering of this service</u>	
1.3.1	Full time	.....
1.3.2	Part time	.....
1.3.3	Full time supervisors	.....

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1.3.4

Part time supervisors .....  
.....

1.4

**Training**

Indicate what training is given:

1.4.1

Standard training courses .....

1.4.2

On duty training .....

1.4.3

Any other training .....

1.5

**Equipment**

Indicate what equipment is to be used .....

.....  
.....

**Work plan**

1.6

Did you submit a detailed trade/work plan? **Yes/No**

1.7    **Experience**

Indicate how many years' experience in the cleaning .....  
business

1.8    **Cleaning Industry**

Are you a member of a contract cleaning association?      **Yes/No**

Submit proof .....  
.....

1.11    **Prices**

Are bid prices firm for the duration of the contract period?    **Yes/No**

1.12    Did you complete all the necessary SBD forms and/or **Yes/No**  
annexures?

1.13    **References**

Full details of references, if available, must be submitted    **Yes/No**

1.14 **Site Inspection**

Did you attend the site inspection meeting? Yes/No

Certificate submitted? Yes/No

**20. EVALUATION OF STAGES OF THIS BID**

- Bids will be evaluated on 2 phases. The first phase will be administrative compliance. In order to proceed to the second phase, bidders must meet all criterion as stipulated under the administration compliance phase.
- The last phase of evaluation will be based on price and specific Goals using the 80/20 preference point system. A bidder that scores the highest number of points in terms of the preference point system will be awarded the bid.

**Stage1 ADMINISTRATIVE COMPLIANCE**

Bidders must submit the following documentation

1.	Valid site inspection certificate (fully filled in and signed)
2.	SBD3.3 fully completed and signed ( firm prices)
3.	Cleaning Association Certificate.
4.	Previous Experience of the company (Three (3) copies of Service Level Agreements/ Appointment letter/ Purchase order each with the duration of one (1) year or longer in the relevant field.

**Stage 2 Price/ Specific Goals Evaluation 80/20 Preference Point System**

<b>Price points</b>	<b>80</b>
<b>Specific Goal</b>	<b>20</b>

<b>Total</b>	<b>100 points</b>
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<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>
100% Women Ownership	5
100% SMME/ Exempted Micro Enterprise	6
100% owned by HDI	4
100% owned by Disabled individuals	3
Locality ( Local Municipality)	2
<b>TOTAL</b>	<b>20</b>

**NB. Points will be allocated proportionally based on percentage ownership according to CSD.**

## **21. SPECIAL CONDITION OF CONTRACT (SCC)**

- 1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, DEL reserves the right to include or waive the condition in the signed contract
- 2) DEL reserves the right to –
  - (a) Negotiate the conditions, or
  - (b) Automatically disqualify a bidder for not accepting these conditions.

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3) In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, DEL will invoke the rights reserved in accordance with subsection (2) above.

### **21.1 CONTRACTING CONDITIONS**

- a) Formal Contract. The successful bidder will be required to sign a **Service Level Agreement (SLA) and a contract.**
- b) Right to Audit. The Department reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender
- c) Any proposals received in response to this bid remain the (intellectual) property of the Department of Employment and Labour.
- d) The successful bidder will be required to sign a Service Level Agreement (SLA) and a contract.
- e) Apart from registering on CIP and must have a compliant tax status.
- f) Bidders are also kindly requested to submit **one original proposal**
- g) **DELIVERY ADDRESS.** The supplier must deliver the required services at the addresses referred to **page .....**
- h) **Inspection** will be conducted to all shortlisted bidders in regard to OHS and Labour legislation requirement.

**NB:!!! Please Note: Attendance of The Briefing Session and Site Inspection Is Compulsory and Bids Of Prospective Bidders Who Do Not Attend The Briefing and Site Inspection will be Disqualified In the Adjudication Of The Bid.**

**The compulsory briefing and site inspection will be held as follows:**

- **20/02/2026**
- **10:00 am**

## **21.2 STANDARDS**

### **The Supplier represents that:**

- i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
- ii) it is committed to provide the Resources or Services; and
- iii) perform all obligations detailed herein without any interruption to the Customer.

The Supplier must ensure that work or service is performed by a person who has received the necessary training on cleaning and is able to use the machinery or equipment.

### **20.2.1 STANDARDS OF SERVICE REQUIREMENTS**

- a) The resource provided by the successful bidder will be required to adhere to the service level agreements between Auxiliary Services and the clients;
- b) Service level agreement hours are between **06h30 to 15h30**
- c) Early Watch and Health Checks must be conducted daily to ensure timeous corrective action.

## **21.3 LOGISTICAL CONDITIONS**

- 1) **Hours of work.** The bidder will be held accountable on milestones delivered not on time and material.

## **TENDER NO: LMP 02/2026**

- 2) Work is expected to be delivered to the Department between **6h30 to 15h30**, Monday to Friday. Any work to be performed outside of the normal business hours will be on arrangement and permission should be granted by the representative of the Department before such work can commence.
- 3) **Tools of Trade.** The Supplier must provide its resources with tools of trade to be able to execute the work.

These Tools of Trade will be configured to Occupational Health and Hygiene Policy (all SABS)

### **21.4 PERSONNEL SECURITY CLEARANCE**

- 1) The Supplier personnel who are required to work with **GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).**
- 2) All the suppliers will be subject to pre-screening
- 3) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.

### **21.5 CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**

- 1) The Supplier, including its management and staff, must before commencement of the Contract, **sign a non-disclosure agreement regarding Confidential Information.**
- 2) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which

becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:

- (a) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
- (b) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
- (c) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
- (d) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
- (e) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
- (f) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
- (g) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
- (h) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
- (i) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not

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limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice; to the defense of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality.

- (j) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
- (k) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
- (l) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

**ANNEXURE A**

**22. PRICE STRUCTURE TEMPLATE**

**N.B. ALL Bid Price Proposals must be completed in line with the following requirements:**

- The Mbombela & Malelane Labour Centres' Bid price proposal must be based on **ALL OF THE BID SPECIFICATIONS AND NOTHING MUST BE LEFT OUT.**
- **A Bid Price Proposal** excluding some of the required services (as outlined in the bid specifications) **shall not be accepted.**
- **The Labour costs for the cleaning staff (Supervisor and cleaners) must not be below the approved sectorial wage determination as determined by the Department of Employment and Labour.**

**22.1 ONLY PRICE PROPOSALS SUBMITTED IN LINE WITH THIS TEMPLATE SHALL BE ACCEPTED**

<b>Supervisor (Only a full time Supervisor required)</b>	<b>Full Time</b>
Basic Salary	R .....
Provident Fund	R .....
Sick leave	R .....
SDL	R .....

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Leave		R	.....
COIDA		R	.....
UIF		R	.....
CCA		R	.....
Bonus		R	.....
Any other allowances (Please state)		<b>Total monthly cost for Supervisor</b>	.....
		R	.....

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Cleaner (Indicate number of full time cleaners)		Full Time
<b>Number of Cleaners</b>		
.....		
Basic Salary		R
Provident Fund	.....	
Sick leave	.....	R
SDL	.....	
Leave	.....	
COIDA	.....	R
UIF	.....	
CCA	.....	R
Bonus	.....	
Any Other Allowances (please state)		R
	.....	
	.....	R
	.....	
	.....	R
	.....	
	.....	R
	.....	

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		R ..... ..... R ..... ..... Total monthly cost per Cleaner R ..... ..... Total cost for number of Cleaners offered per month R ..... .....
<b>OVERTIME COSTS</b>		
<b>SUPERVISOR</b>  <u>Saturday</u>  Number of sessions (refer to tender specifications for overtime cleaning activities)  .....		Cost for Supervisor per overtime session.

**TENDER NO: LMP 02/2026**

		<b>R</b> ..... ....
--	--	---------------------------

Overtime x ½		Total cost for all Supervisor's <b>Saturday</b> overtime sessions.
<b><u>Sunday</u></b>		<b>R</b> .....
<b>Number of sessions (refer to tender specifications for overtime cleaning activities)</b>		
.....		Cost for Supervisor's per overtime session
Overtime double		<b>R</b> .....
		Total cost for all Supervisor's <b>Sunday</b> overtime sessions.

**OVERTIME COSTS FOR CLEANERS**

**TENDER NO: LMP 02/2026**

<b><u>Saturday</u></b>		
<b>Number of sessions (refer to tender specifications for overtime cleaning activities)</b>		Cost for Supervisor per overtime session.
.....		<b>R</b>
Overtime x ½		.....
		Total cost for all Supervisor's <b>Saturday</b> overtime sessions.
<b><u>Sunday</u></b>		
<b>Number of sessions (refer to tender specifications for overtime cleaning activities)</b>		<b>R</b>
.....		.....
Overtime double	Cost for Supervisor's per overtime session	<b>R</b>
	.....	.....
	Total cost for all Supervisor's <b>Sunday</b> overtime sessions.	<b>R</b>
	.....	.....

**TOTAL COST FOR ALL CLEANERS OVERTIME WORK (Aligned to the tender specifications)**

**R.....**

**TOTAL COST FOR OVERTIME (COMBINED – Supervisor and Cleaner**

R.....

**CLEANING MATERIAL AND SANITARY CONSUMABLES AND SANITARY EQUIPMENT(REFER TO WORK PLAN FOR SERVICE REQUIRED)**

<b>Description of the cleaning chemical/basics</b>	Cost p/unit x number of units  R.....  Total Cost p/month  R.....
<b>Description of sanitary consumables to be used and sanitary equipment to be installed.</b>	Cost p/unit x number of units  R.....  Total Cost p/month  R.....
<b>Deep Toilet &amp; Kitchen</b>	Cost p/quarter x square meter  R.....  X4 quarters

**TENDER NO: LMP 02/2026**

<b>Overheads</b>	Total Cost p/month  R.....
<b>Total Cost</b>	R.....
<b>Total Bid Price (All Cost Included)</b>	
Total Bid price p/month	R.....
Total Bid Price for the <b>1<sup>st</sup> year, 2<sup>nd</sup></b>	R.....

**QUANTITIES AND COST OF THE UNDERMENTIONED ITEMS INCLUDE THE BID PRICE PER MONTH**

ITEM	QUANTITIES	COSTS
Toilet paper	.....	R .....
Hand towel rolls	.....	R .....
Hand wash soap	.....	R .....
Air freshener cans PM	.....	R .....
Disinfection wipes (toilet seats)	.....	R .....

## **TENDER NO: LMP 02/2026**

..... R .....

..... R .....

..... R .....

..... .....

..... R .....

Name of bidder: .....

Signature: .....

**SPECIFICATIONS FOR: MALELANE LC**

**2. SCOPE OF CLEANING**

Number of floors	Block A ground floor.
Surface area	496.36m <sup>2</sup>
Ceramic floor tiles (public arears & toilets)	496.36m <sup>2</sup>
Fumigation (Pest control once per Semester, & as & when required, through periodical monitoring, from approved Health And Safety Standard)	496.36m <sup>2</sup>

**1. FLOOR PLANS SPECIFICATION FOR CLEANING SERVICES:**

**a) Ground floor**

Offices:	11 x offices
Kitchens:	1 x kitchen
Ablution Facilities:	2 x female (3cubicles,4 hand wash basin) 2 x Male (3 cubicles, 5 urinals, 4 hand wash basins)
	2 x disabled toilet (1 hand wash basins)

**TENDER NO: LMP 02/2026**

Board room: 1 x board room

Security guard room: 1 x guard room

Reception area: 1 x reception areas (including tiles)

Parking bays 8 x parking bays

Store room: 2 x store rooms

b) **Total square meters for Mpumalanga Malelane**

<b>Overall m<sup>2</sup> for all floors</b>	<b>Number of visitors</b>	<b>Number of staff</b>
496.36m <sup>2</sup>	Weekly : 160	Malelane L/C staff:52

**BSC CHAIRPERSON**

**SIGNATURE**

.....

.....

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	LMP02/2026	CLOSING DATE:	13 MARCH 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO RENDER CLEANING SERVICES FOR DEPARTMENT OF EMPLOYMENT AND LABOUR AT MBOMBELA AND MALELANE LABOUR CENTRES FOR PERIOD OF 36 MONTHS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>DEPARTMENT OF EMPLOYMENT AND LABOUR MPUMALANGA PROVINCIAL OFFICE</b>					
<b>CORNER HOFMEYER AND BEATTY AVENUE (TENDER BOX)</b>					
<b>EMALAHLENI</b>					
1035					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Tshepo Seoe		CONTACT PERSON		
TELEPHONE NUMBER	0136558967/8759		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mpumalanga.tenders@labour.gov.za		E-MAIL ADDRESS	Mpumalanga.tenders@labour.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### **1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
- 1.5. **BID VALIDITY 120 DAYS**

#### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE ( PRICE MUST BE FIRM)**  
**(General Services)**

NAME OF BIDDER: ..... BID NO.: LMP02/2026

CLOSING TIME: 11:00AM

CLOSING DATE: **13 MARCH 2026**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	Rendering of Cleaning Services for Mbombela and Malelane LC for 36 Months	

- 1. Required by: .....
- At: .....
- 2. Bidders are required to indicate a total firm price based on the total contract period and including all expenses inclusive of all applicable taxes for the service. R.....
- 3. Does offer comply with specification? \*YES/NO
- 4. Are you registered with Cleaning association \*YES/NO
- 5. Are the rates quoted firm for the full period of contract? \*YES/NO

**PRICING SCHEDULE BREAKDOWN AS FOLLOWS:**

YEAR 1: .....

YEAR 2: .....

YEAR 3: .....

GRAND TOTAL INCLUDING VAT: .....

NAME OF BIDDER OR COMPANY: .....

SIGNATURE OF BIDDER: .....

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

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

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

**SBD4**

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

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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 **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

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

### 3.1. POINTS AWARDED FOR PRICE

### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_S = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right) \text{ or } P_S = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ or		$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

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.*

**Note to tenderers:** *The tenderer must indicate how they claim points for each preference point system, where 100% ownership receives the maximum points and any ownership less than that is allocated the apportioned (pro rata) points calculated accordingly from that maximum.*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% WOMEN owned business (calculated)	5	
100% SMME'S/ EME with an Annual turnover of less than R10M (calculated)	6	
100% HDI (calculated)	4	
100% DISABILITY (calculated)	3	
LOCALITY	2	
<b>TOTAL</b>	<b>20</b>	

#### **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 property
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## **Annexure A**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance**

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

<b>security</b>	<p>the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul> <p>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.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the</p>

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

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

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

**15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

<b>16. Payment</b>	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
	16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
<b>17. Prices</b>	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.
<b>18. Contract amendments</b>	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.
<b>19. Assignment</b>	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.
<b>20. Subcontracts</b>	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
<b>21. Delays in the supplier's performance</b>	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

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

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation (NIP) Programme</b>	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.
<b>34. Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)