



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

SBD1

DEPARTMENT OF  
**CO-OPERATIVE GOVERNANCE,  
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	CoGHSTA B05 / 2025-26 FY	CLOSING DATE:	28/08/2025	CLOSING TIME:	11h00
DESCRIPTION	FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE CLEANING, FUMIGATION INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT FOR S PERIOD OF THIRTY-SIX (36) MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
20 RABE STREET					
HENSA TOWERS					
POLOKWANE, 0699					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	PHIRI JM		CONTACT PERSON	MALULEKE NE	
TELEPHONE NUMBER	015 294 2140		TELEPHONE NUMBER	015 294 2119	
E-MAIL ADDRESS	Phirijm@coghsta.limpopo.gov.za		E-MAIL ADDRESS	malulekene@coghsta.limpopo.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 ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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.	

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## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

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### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number <b>CoGHSTA B05 / 25-26 FY</b>
Closing Time <b>11H00</b>	Closing date <b>28/08/2025</b>

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- 
- Required by: .....
  - At: .....
  - Brand and model .....
  - Country of origin .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....  
\*Delivery: Firm/not firm
  - Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

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## 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

<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.

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

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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.

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- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

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**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

The applicable preference point system for this tender is the 80/20 preference point system.

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.

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- 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:

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

80/20                      or                      90/10

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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### 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:

80/20

or

90/10

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = 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**

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**preference point system.)**

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)
Limpopo Province- Latest (not older than three months) Municipal Account/Traditional Council letter	04	
Rural / Township Businesses	04	
Black people -Valid Sworn Affidavit	02	
Persons with Disability	03	
Youth - Certify ID copy (not older than six months)	04	
Women - Certified ID copy (not older than six months)	03	
<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 propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

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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:** .....

.....

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the supply of goods/works  
indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the  
contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

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DEPARTMENT OF  
**CO-OPERATIVE GOVERNANCE,  
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS**

**ANNEXURE A: PRICING SCHEDULE**

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

**Bidder:** \_\_\_\_\_

**CoGHSTA/ RFB005/2025-26FY**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING, FUMIGATION,  
INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT FOR A PERIOD OF 36  
MONTHS.**

No.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
<b>1.</b>	<b>Labourer (Cleaner's) cost</b>			
<b>a)</b>	<b>Cleaners</b> <i>Prices must be guided by Labour Costs in line with the Minimum Wage Determination Act as Prescribed by the Department of Labour.</i>	<b>23</b>		
<b>2.</b>	<b>Equipment Specification</b>			
<b>a)</b>	Automatic Soap Dispenser (stainless steel)	<b>131</b>		
<b>b)</b>	Air Freshener Dispenser	<b>140</b>		
<b>c)</b>	Automatic Foam Seat Spray Dispenser	<b>95</b>		
<b>d)</b>	Automatic Sanitary Waste Bins / She-bins	<b>97</b>		
<b>e)</b>	Automatic Hygiene bag dispenser	<b>97</b>		
<b>f)</b>	Automatic Hand Dryers	<b>95</b>		
<b>g)</b>	Automatic Hand Towel Dispenser	<b>95</b>		
<b>h)</b>	Hand Towel waste bin	<b>95</b>		
<b>i)</b>	20l Bin (non-stick) <i>Supply of 20l bins will be once off. The bins will remain the property of the Department at end of contract.</i>	<b>36</b>		
<b>j)</b>	Bait box <i>Installation based on the m<sup>2</sup> of each building</i>	<b>200</b>		
<b>k)</b>	<b>20 Rabe Street (Hensa Towers), Polokwane</b>	1 <sup>st</sup> floor	4182m <sup>2</sup>	
		2 <sup>nd</sup> floor	2798m <sup>2</sup>	
		3 <sup>rd</sup> floor	2798m <sup>2</sup>	
		4 <sup>th</sup> floor	2008m <sup>2</sup>	
		5 <sup>th</sup> floor	2008m <sup>2</sup>	
		6 <sup>th</sup> floor	2530m <sup>2</sup>	





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		Lower ground parking bays	4258m <sup>2</sup>			
		Upper ground parking bays	4268m <sup>2</sup>			
l)	12-20 Avenue, Industrial (Central), Polokwane	Total usable space	2294m <sup>2</sup>			
m)	28 Market Street, Polokwane	Total usable space	1640m <sup>2</sup>			
n)	Vhembe District Office (Thohoyandou)	Total usable space	730m <sup>2</sup>			
o)	Mopani District Office (Giyani)	Total usable space	759m <sup>2</sup>			
p)	Mokopane District Office	Total usable space	513m <sup>2</sup>			
q)	Sekhukhune District Office (Lebowakgomo)	Total usable space	745m <sup>2</sup>			
r)	Jane Furse Office	Total usable space	88m <sup>2</sup>			



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MONTHS.**

3.	Replenishment Consumables and General Cleaning Equipment Requirements			
a)	<b><u>REPLENISHMENT CONSUMABLES REQUIRED</u></b>			
	a. Operated Hand Towel	12 months		
	b. Foam soap	12 months		
	c. Hygiene bag	12 months		
	d. Hand Soap (foam)	12 months		
	e. Air Fresheners	12 months		
	f. Sanitary Waste Bins / She-bin removal (weekly)	52		
b)	<b><u>GENERAL CLEANING EQUIPMENT REQUIRED</u></b>			
	a. Industrial Heavy duty carpet cleaner (wet and dry); b. Industrial vacuum cleaners (less noise). NB: The number of vacuum machines allocated must enable cleaners to vacuum in line with the requirements in <b>PART A – Office Cleaning Services Requirements.</b> <b>THERE MUST BE NO SHORTAGE OF VACUUM CLEANERS and must be functional at all times.</b> c. Disc stripping machine; d. Mop trolleys; e. Every worker must have the following: i. Broom; ii. Mop trolley; iii. Scrubbing brushes; iv. Buckets; v. Steel wool; vi. Buffing machine; vii. Furniture polish; viii. Multipurpose cleaner; ix. Toilet cleaner;	12 months		





DEPARTMENT OF  
**CO-OPERATIVE GOVERNANCE,  
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS**

**ANNEXURE A: PRICING SCHEDULE**

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

**Bidder:** \_\_\_\_\_

**CoGHSTA/ RFB005/2025-26FY**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING, FUMIGATION,  
INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT FOR A PERIOD OF 36  
MONTHS.**

	x. Disinfectant soap; xi. Dusters; xii. Scourers; f. Every worker must be clothed in full uniform, depicting the name of the company.			
Total price				
Vat ( <i>if registered</i> )				
Grand Total for year 1				
Grand Total for year 2				
Grand Total for year 3				
Total Bid Price				



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
CO-OPERATIVE GOVERNANCE,  
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

# TERMS OF REFERENCE

FOR THE APPOINTMENT OF A SERVICE  
PROVIDER FOR THE CLEANING,  
FUMIGATION, INSTALLATION AND  
MAINTENANCE OF HYGIENE EQUIPMENT  
FOR A PERIOD OF 36 MONTHS

Terms of reference for appointment of service provider for the cleaning, fumigation, installation and maintenance of hygiene equipment for a period of 36 months.

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**TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDER FOR THE  
CLEANING, FUMIGATION, INSTALLATION AND MAINTENANCE OF HYGIENE  
EQUIPMENT FOR A PERIOD OF 36 MONTHS.**

**1. PURPOSE**

The Department of Co-operative Governance, Human Settlements and Traditional affairs (COGHSTA) must maintain and clean its premises for health and safety of employees.

**2. BACKGROUND**

The Department has eight (8) buildings of which two (2) require the cleaning, fumigation, installation and maintenance of hygiene equipment while six (6) requires fumigation, installation and maintenance of hygiene equipment.

**3. THE ROLE OF STAKEHOLDERS**

**3.1 Department of CoGHSTA shall:**

- 3.1.1 Manage the contract in a professional manner.
- 3.1.2 Monitor the service provider if he/she pays the cleaners in line with the Sectoral Determination 1: Contract Cleaning Sector and take steps against the service provider if there is non-compliance.
- 3.1.3 Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfill their duties.
- 3.1.4 Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract.
- 3.1.5 Not tolerate any unfair labour practices between service provider and his/her staff) that happen during the execution of the project activities.
- 3.1.6 Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- 3.1.7 Provide a storage facility for equipment and materials where possible.
- 3.1.8 If necessary, request the withdrawal of a staff member/cleaner if he/she poses a threat or anything to CoGHSTA employees.

**3.2 The Service Provider shall:**

- 3.2.1 Conduct business in a courteous and professional manner.
- 3.2.2 Provide the necessary documentation as requested prior to the awarding of the contract.
- 3.2.3 Comply with all relevant employment legislation and applicable bargaining council agreement, including UIF, PAYE, etc. CoGHSTA shall monitor compliance for the duration of the contract and implement penalties for non-compliance, e.g. payment of cleaners in line with the relevant Sectoral Determination including payment for overtime work.
- 3.2.4 Manage the internal disputes among his/her staff such that CoGHSTA is not affected by those disputes.

Terms of reference for appointment of service provider for the cleaning, fumigation, installation and maintenance of hygiene equipment for a period of 36 months.

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- 3.2.5 Ensure that all staff working under this contract are in good health and pose no risk to any CoGHSTA employees.
- 3.2.6 Comply with CoGHSTA security and emergency policies, procedures and regulations.
- 3.2.7 Not make use of fire hose reels or other fire extinguishers in offices for the purpose of executing project activities.
- 3.2.8 Not use equipment, utensils or chemicals that may damage fittings, vehicle body painting, persons or any other contents in offices. CoOGHSTA has a right to reject any such equipment, utensils or chemicals that are detrimental to its property and staff.
- 3.2.9 Not use any poisonous or highly inflammable substances without the written consent of CoGHSTA.
- 3.2.10 Ensure that all work performed and all equipment used on site are in compliance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and any regulations promulgated in terms of this Act and the standard instructions of CoGHSTA;
- 3.2.11 Maintain cleaning equipment in good order so as to comply with the CoGHSTA's Occupational Health and Safety Standards (a copy will be available on request).
- 3.2.12 Re-fill, empty and clean machines and equipment only at such places as indicated/designated.
- 3.2.13 Ensure that all staff working under this contract are adequately trained prior to the commencement of the contract. Even the relievers must be fully trained before they are deployed to CoGHSTA. The service provider shall be penalized for the poor performance of his/her staff. CoGHSTA reserves the right to order the immediate removal of a staff member who is poorly performing.
- 3.2.14 Provide all staff working under this contract with uniforms, which state the name of the service provider and that can be clearly distinguished from other service providers, CoGHSTA staff, etc. CoGHSTA reserves the right to order the immediate removal of a staff member that does not adhere to any requirement of the tender specifications.
- 3.2.15 Ensure that CoGHSTA is informed of any removal and replacement of staff. For security reasons, CoGHSTA reserves the right to vet all persons working under this contract.

**NB: The onus is upon service provider to familiarize themselves with the project site.**

#### 4. GENERAL CLEANING EQUIPMENT REQUIRED

- 4.1 Industrial Heavy duty carpet cleaner (wet and dry);
- 4.2 Industrial vacuum cleaners (less noise). **NB: The number of vacuum machines allocated must enable cleaners to vacuum in line with the requirements in PART A – Office Cleaning Services Requirements. THERE MUST BE NO SHORTAGE OF VACUUM CLEANERS and must be functional at all times.**
- 4.3 Disc stripping machine;
- 4.4 Mop trolleys;

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4.5 And all other necessary equipment.

4.6 **Every worker must have the following:**

- 4.6.1 Broom;
- 4.6.2 Mop trolley;
- 4.6.3 Scrubbing brushes;
- 4.6.4 Buckets;
- 4.6.5 Steel wool;
- 4.6.6 Buffing machine;
- 4.6.7 Furniture polish;
- 4.6.8 Multipurpose cleaner;
- 4.6.9 Toilet cleaner;
- 4.6.10 Disinfectant soap;
- 4.6.11 Dusters;
- 4.6.12 Scourers;
- 4.6.13 And all other necessary cleaning material.

4.7 Every worker must be clothed in full uniform, depicting the name of the company.

### 5. SCOPE OF WORK ON CLEANING

Departmental buildings which require the services are as follows:

NO.	BUILDINGS	NO. OF CLEANERS	FLOOR	USABLE SPACE DIMENSION	NO. OF RESTROOMS	NO. OF KITCHENS
2.1	20 Rabe Street (Hensa Towers), Polokwane	21	1 <sup>st</sup> floor	4182m <sup>2</sup>	48 (Male = 14 Female = 27 Disabled = 07)	12
			2 <sup>nd</sup> floor	2798m <sup>2</sup>		
			3 <sup>rd</sup> floor	2798m <sup>2</sup>		
			4 <sup>th</sup> floor	2008m <sup>2</sup>		
			5 <sup>th</sup> floor	2008m <sup>2</sup>		
			6 <sup>th</sup> floor	2530m <sup>2</sup>		
			Lower ground parking bays	4258m <sup>2</sup>		
			Upper ground parking bays	4268m <sup>2</sup>		
2.2	12-20 Avenue, Industrial (Central), Polokwane	2	Total usable space	2294m <sup>2</sup>	14 (Male = 07 Female = 07)	07
2.3	28 Market Street, Polokwane	0	Total usable space	1640m <sup>2</sup>	24 (Male = 11 Female = 12) Disabled = 01)	12
2.4	Vhembe District Office (Thohoyandou)	0	Total usable space	730m <sup>2</sup>	02 (Male = 01 Female = 01)	01
2.5	Mopani District Office	0	Total usable space	759m <sup>2</sup>	02 (Male = 01)	01

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	(Giyani)		space		Female = 01)	
2.6	<b>Mokopane District Office</b>	0	Total usable space	513m <sup>2</sup>	<b>02</b> (Male = 01 Female = 01)	<b>01</b>
2.7	<b>Sekhukhune District Office (Lebowakgomo)</b>	0	Total usable space	745m <sup>2</sup>	<b>02</b> (Male = 01 Female = 01)	<b>01</b>
2.8	<b>Jane Furse Office</b>	0	Total usable space	88m <sup>2</sup>	<b>02</b> (Male = 01 Female = 01)	<b>01</b>

## Standard cleaning activities

The service provider(s) are expected to provide cleaning services as described on:

- **PART A – Office Cleaning Services Requirements**
- **PART B – Sanitary Consumables Requirements**

### 5.1 PART A – Office Cleaning Services Requirements

#### 5.1.1 FLOOR MAINTENANCE:

##### a. Resilient Floors:

- Sweep or damp mop. Daily
- Machine burnish. As necessary

##### b. Floors (ceramic tiles and wooden flooring):

- Sweep. Daily
- Damp Mop. Daily
- Machine Buff. As Necessary
- Machine scrub. As Necessary

##### c. Carpeting:

- Vacuum clean thoroughly:
- ✓ heavy traffic areas. Daily
- ✓ medium traffic areas. Alternative Days
- ✓ light traffic areas. Twice per week

#### 5.1.2 DUSTING:

- a. Dust all surface (low level). Daily
- b. Dust all high ledges and fittings. Weekly
- c. Dust all surfaces (wall, cabinet, etc.) Weekly
- d. Dust all window ledges. Daily
- e. Dust telephones. Daily
- f. Clean and disinfect telephones Weekly

#### 5.1.3 WASTE DISPOSAL:

- a. Provide refuse bags for the bins Daily and when required
- b. Empty and clean all waste receptacles. Daily
- c. Remove all waste to specified areas. Daily
- d. Remove all waste papers. Daily

#### 5.1.4 WALLS AND PAINTWORK:

- a. Spots clean all low surface, i.e. glass, walls, doors and light switches. Daily

#### 5.1.5 GLASS AND METAL WORK:

- a. Spot clean glass doors. Daily

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**5.1.6 ENTRANCE AND RECEPTION:**

- |                                       |       |
|---------------------------------------|-------|
| a. Sweep entrance steps and entrance. | Daily |
| b. Clean doormats and wells.          | Daily |
| c. Wash steps.                        | Daily |

**5.1.7 TOILETS AND REST ROOMS:**

**a. Normal usage toilets and rest rooms**

- |   |                            |
|---|----------------------------|
| • Provide toilet brushes for all toilets  | Once off and when required |
| • Maintain floors according to types.   | Daily                      |
| • Deep clean normal usage toilets   | Quarterly                  |
| • Damp mop floors with disinfectant.  | Daily                      |
| • Empty and clean all waste receptacles.  | Daily                      |
| • Empty and clean sanitary bins.  | Weekly                     |
| • Clean and sanitise all bowels, basins, urinals, showers and baths (where applicable). | Daily                      |
| • Clean all mirrors.  | Daily                      |
| • Clean all metal fittings.   | Daily                      |
| • Spot clean walls, doors, partitions and lockers where applicable.                     | Daily                      |
| • Replenish consumables i.e. soap and towel cabinets.                                   | Daily                      |

**5.1.8 LIFTS AND LIFT FOYERS:**

- |   |       |
|---|-------|
| a. Completely clean interior of all lifts including indicator boards. | Daily |
| b. Clean lift door tracks.  | Daily |

**5.1.9 STAIRCASES:**

- |  |        |
|--|--------|
| a. Dust and sanitize handrails and fittings.                 | Daily  |
| b. Maintain landings, treads and risers according to finish. | Daily  |
| c. Clean fire escape route.                                  | Weekly |

**5.1.10 WINDOW CLEANING:**

- |   |                              |
|---|------------------------------|
| a. Clean interior and exterior faces of all accessible windows. | Quarterly (only on weekends) |
| b. Clean partition glass.                                       | Weekly                       |

**5.1.11 BLINDS:**

- |                                     |              |
|-------------------------------------|--------------|
| a. Dust.                            | Twice a week |
| b. Ensure that blinds are in place. | Daily        |

**NB: The service provider shall be held accountable for the blinds damaged by the cleaners**

**5.1.12 PARKING:**

- |  |        |
|--|--------|
| a. Pick up litter and remove to agreed area. | Daily  |
| b. Sweep.                                    | Weekly |
| c. Dusting.                                  | Daily  |
| d. Washing/Mopping.                          | Weekly |

**5.1.13 STOREROOMS:**

- |                     |                                 |
|---------------------|---------------------------------|
| a. Scrub the floor. | Twice a month and when required |
|---------------------|---------------------------------|

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- |  |                                 |
|--|---------------------------------|
| b. Dust all areas                              | Twice a month and when required |
| c. Remove all unwanted papers and other items. | Twice a month and when required |
- 5.1.14 **WALKWAY / BUILDING SURROUNDINGS:**
- |  |                             |
|--|-----------------------------|
| a. Pick up litter and remove to agreed area. | Daily                       |
| b. Sweep.                                    | Weekly                      |
| c. Weeding/paving                            | Weekly                      |
| d. Cutting and trimming of trees and flower  | Quarterly and when required |
- 5.1.15 **REFUSE AREA:**
- |   |                               |
|---|-------------------------------|
| a. Operate compactor.   | When required (If applicable) |
| b. Maintain compactor / refuse area in a clean and hygienic condition.                      | When required (If applicable) |
| c. Sweep and keep the refuse area tidy (maintain refuse area in a clean hygienic condition) | Daily                         |
- 5.1.16 **KITCHEN:**
- |  |                                    |
|--|------------------------------------|
| a. Maintain and clean floors (inside and outside). | Daily                              |
| b. Wash the dishes in the kitchen.                 | Four times a day and when required |
| c. Clean the fridges.                              | Fortnightly and when required      |
| d. Clean the microwaves                            | Twice per week and when required   |
| e. Clean and re-fill water boilers                 | Twice per week and when required   |
| f. Emptying of dustbins                            | Twice daily                        |
- 5.1.17 **BOARDROOMS:**
- |   |                      |
|---|----------------------|
| a. Maintain and clean floors.                         | Daily                |
| b. Dust all boardroom tables and chairs.              | Daily                |
| c. Collect dirty dishes and wash them in the kitchen. | As and when required |
- 5.1.18 **OFFICES**
- |   |                      |
|---|----------------------|
| a. <b>In addition to the standard cleaning activities for offices</b> |                      |
| • Collect dirty dishes and wash them in the kitchen.                  | As and when required |
| • Wash water jugs and glasses and re-fill water jugs.                 | Daily                |
- 5.1.19 **WATER COOLERS:**
- |                                    |              |
|------------------------------------|--------------|
| a. Clean and re-fill water coolers | Twice a week |
|------------------------------------|--------------|
- 5.1.20 **SERVICE TIMES:**
- |  |  |
|--|--|
| a. Day cleaning - Monday to Friday from 06h30 to 15h00 or as practical in the environment. |  |
| b. Night cleaning is not allowed.  |  |
- 5.1.21 **MISCELLANEOUS:**
- |                                      |               |
|--------------------------------------|---------------|
| a. Polish desk and office furniture. | Fortnightly   |
| b. Wash vinyl covered furniture.     | Monthly       |
| c. Vacuum cloth covered furniture.   | Monthly       |
| d. Removal of empty boxes            | When required |

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**5.1.22 QUARTERLY CLEANING EXERCISES**

- |   |                                |
|---|--------------------------------|
| a. Carpet cleaning (deep cleaning)                                    | Quarterly (only on weekends)   |
| b. Clean interior part of windows                                     | Quarterly (only on weekends)   |
| c. Deep Cleaning of Couches (10)<br>(Number may increase or decrease) | Six monthly {only on weekends} |
| d. Pest Control   | Quarterly (only on weekends)   |

**5.1.23 EXCLUDED AREAS:**

- a. Electrical and mechanical plant rooms.

**5.1.24 FUMIGATION SERVICES:**

Pest Control of any flying or crawling insects (cockroaches, rodents, flies, ants, spiders, etc.)

- |                           |         |
|---------------------------|---------|
| a. Emptying of bait boxes | Monthly |
| b. Rodents' treatment     | Weekly  |

**5.2 PART B – Sanitary Consumables Requirements**

- 5.2.1 All Sanitary replenishment to be SABS approved and not harmful to human beings.

**NB: The service provider must install and maintain the following sanitary consumables required:**

- a. Toilet Paper Holders and Refills;  
**Toilet Paper Quality must comply with SANS 1887 Part 2**
- b. Sensor Operated Hand Towel (Paper) Dispensers and Refills;  
**Hand Towel Quality must comply with SANS 1887 Part 8**
- c. Foam Seat Spray Dispensers (Foam) and Refills;
- d. Sensor operated Sanitary Waste Bins / **She-bin** and Removal Service (weekly);
- e. Hygiene bag dispenser and Refills;
- f. Sensor Operated Hand Soap Dispenser (Foam) and Refills;
- g. Hand Towel Waste Bins and Removal Service;
- h. Air Fresheners (Digital) and Refills.

**5.2.2 Equipment Specification**

All equipment listed below must be SABS approved and not harmful to human beings.

- a. 131 X Automatic **Soap Dispenser** (stainless steel) (no. of all bathrooms and kitchens for all 8 buildings).
- b. 140 X Air Freshener Dispenser (no. must include - Toilets, Boardrooms, corridors, Receptions).
- c. 95 X Automatic Foam Seat Spray Dispenser (no. of all bathrooms for all 8 buildings).
- d. 97 X Automatic Sanitary Waste Bins / **She-bins** (stainless steel) (no. of ladies' bathrooms only for all 8 buildings).
- e. 97 X Automatic Hygiene bag dispenser (stainless steel) (no. of ladies' bathrooms only for all 8 buildings).
- f. 95 X Automatic Hand Dryers (with batteries) (no. of all bathrooms for all 8 buildings).
- g. 95 X Automatic Hand Towel Dispenser (no. of all bathrooms for all 8 buildings).
- h. 95 X Hand Towel waste bin (no. of all bathrooms for all 8 buildings).

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- i. 36 X 20l Bin (non-stick) (no. of all kitchens for all 8 buildings). Supply of 20l bins will be once off. The bins will remain the property of the department at end of contract.
- j. Installation of bait box will be once off based on the m<sup>2</sup> of each building.

**N.B:** The appointed service provider shall be expected to properly monitor the usage of the abovementioned and ensure that **THERE IS NO SHORTAGE AT ALL TIMES.**

### 6. SERVICE LEVEL AGREEMENT MANAGEMENT

The Department will enter into a Service Level Agreement with appointed service provider for the cleaning, installation and maintenance of hygiene equipment at 20 Rabe Street (Hensa Towers), 28 Market Street and 12-20 Avenue, Industria, Polokwane for a period of 36 months.

### 7. LIABILITY INSURANCE

Upon appointment, service provider will be required to furnish the Department with a **Liability Insurance amounting to 5%** of the total value of the project from accredited financial institution.

Such insurance must be submitted within 14 working days after receipt of the official appointment letter.

### 8. BID EVALUATION CRITERIA

This bid will be evaluated in terms of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000), 2022 Regulation, Departmental Procurement Preferential Policy and related regulations as follows:

#### The bid will be evaluated in four phases namely:

Phase 1: Bid Conditions (Phase 1a: Administrative Compliance and Phase 1b: Mandatory Compliance).

Phase 2: Technical/Functionality Evaluation.

Phase 3: Price and Specific Goals.

Phase 4: Physical site inspection

The Department reserves the right to accept all, some, or none of the bids submitted – either wholly or in part.

#### 8.1 PHASE 1a: Administrative Compliance

The following returnable documents and requirements must be adhered to and be provided in the proposals:

- 8.1.1 Completed and signed Standard Bid Document (SBD1) which form part of the tender document.

Terms of reference for appointment of service provider for the cleaning, fumigation, installation and maintenance of hygiene equipment for a period of 36 months.

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- 8.1.2 Completed and signed SBD 6.1 which form part of the tender. Failure to fully complete and submitting supporting documents will result in zero Specific Goals points. Supporting documents to be submitted as original certified copies not older than six months.
- 8.1.3 Completed SBD 3.1 which form part of the tender and should be accompanied by a Price Proposals / Cost Breakdown.
- 8.1.4 The successful bidder will be required to sign SBD 7.2 Contract form.

## **8.2 PHASE 1b: Mandatory Compliance**

The following returnable documents and requirements must be adhered to and be provided in the proposals; failure to comply will result in an offer being disregarded and not considered for further evaluation:

- 8.2.1 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required documents, any other clearance or registration forms.
- 8.2.2 In the case of a Joint Venture/Consortium/Partnerships submitting a tender, include the following:
  - a. joint venture agreement indicating the lead partner.
  - b. resolution by its members authorising a member of the joint venture to sign the documents on behalf of the joint venture.
- 8.2.3 Signed proof of authority must be submitted (e.g., company resolution)
- 8.2.4 Completed and signed Compulsory Standard Bid Document (SBD4) which forms part of the tender document.
  - a. Bidders should take note of clause no.3.3 to 3.6 of the SBD 4 form.
- 8.2.5 Valid Letter of Good Standing for Compensation for Occupational Injuries and Diseases issued by Department of Labour as proof of registration must be submitted. The Department reserves the right to verify of authenticity.
- 8.2.6 Service provider to comply with the Minimum Wage Determination Act as Prescribed by the Department of Labour.
- 8.2.7 Submit certified valid proof of National Contract Cleaning Association and/or Black Economic Empowerment Cleaning Association certificate.
- 8.2.8 Submit accreditation certificate with AgriSETA for Pest Control.
- 8.2.9 Price proposals must be submitted on the, breakdown of the price must indicate the following:
  - a. Price should include VAT (*where applicable*).
  - b. Prices must be guided by Labour Costs in line with the Minimum Wage Determination Act as Prescribed by the Department of Labour.
  - c. Price should be indicated per year 1, 2 and 3. **The validity of bid prices is 90 days.**
  - d. Prices should include estimated yearly increases as the Department will not allow any increases after appointment.
- 8.2.10 Period of contract is for 36 months.
- 8.2.11 Delivery period will be 36 months upon receiving a purchase order.
- 8.2.12 This bid is subject to the General Condition of Contract (GCC) and any other Special Conditions of Contract where applicable.

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- 8.2.13 Closing time for all bids is 11:00 on the closing date. Bids received after the specified closing time on the closing date shall be regarded as late and will not be accepted and/or considered.
- 8.2.14 Bids submitted through hand delivery, email or fax will not be considered.
- 8.2.15 Each bid should be lodged in a sealed separate envelope with the name and address of the bidder, bid number and closing date.
- 8.2.16 Bidders should make use of the prescribed bid documents. Do not retype or copy.
- 8.2.17 Use of tippex is prohibited.
- 8.2.18 No amendments without initializing will be accepted.
- 8.2.19 The department will not enter into a contract with service providers who are not registered on the Centralized Supplier Database (CSD).
- 8.2.20 Deviation from Specifications/Terms of Reference is not permitted.

### 8.3 Phase 2: Technical/ Functionality Evaluation

100% (80 points) will be allocated for technical requirements in accordance with the following rating scale:

**0 = Very Poor, 1 = Poor, 2 = Average, 3 = Good, 4 = Very Good, 5 = Excellent**

With regard to functionality the following criteria will be applicable, and the Maximum weight of each criterion is indicated hereunder:

Criteria A: Tenderer's experience		Points
<b>Demonstrate the experience in Cleaning Services:</b>  (Attach contracts that indicates the start and completion date. All these should be on the letterhead(s) of institutions where the work was completed)  <b>Any bidder with two or more contracts in the same period, only one will be considered while allocating points.</b>	<b>Cleaning Services experience:</b>  5 years and more = 5 = 30 points 4 and more but less than 5 years = 4 = 24 points 3 and more but less than 4 years = 3 = 18 points 2 and more but less than 3 years = 2 = 12 points 1 and more but less than 2 years = 1 = 06 points 0 years but less than 1 years = 0 = 00 points	30
<b>List of previous Cleaning Services:</b>  Contracts: Amount  Attach proof of previous/current contracts ✓ Written and contactable references within the Cleaning Services reflecting maximum R5 Million. (references will be assessed based on feedback from clients).	<b>Previous Cleaning Services contracts total amount:</b>  R5m and more = 5 = 50 points R4m and more but less than R5m = 4 = 40 points R3m and more but less than R4m = 3 = 30 points R2m and more but less than R3m = 2 = 20 points R1m and more but less than R2m = 1 = 10 points R0.00 but less than R1m = 0 = 00 points	50
<b>GRAND TOTAL</b>		<b>80</b>

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**IMPORTANT NOTE:**

**A bid which scores less than fifty percent (60%) in respect of the requirements in Technical or Functionality Evaluation will be deemed to be non-responsive.**

**8.4 Phase 3: Price and Specific Goals Contributor**

In terms of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) and related regulations as follows: **the 80/20 preference points system is applicable for the acquisition of goods or services for rand value equal to or below R50 million. The adjudication of this bid will be based on the 80/20-point scoring system.**

**8.4.1 Price**

Price will be allocated points out of 80 in respect of this invitation, inclusive of all applicable taxes.

**8.4.2 Specific Goals**

A maximum of 20 points may be awarded for the specific goals specified hereunder.

The following specific goals with verifiable means of verification and applicable points will be utilised for awarding of points:

<b>Ownership</b>	<b>Points</b>	<b>Means of Verification</b>
Limpopo Province	4	Latest (not older than three months) Municipal Account/Traditional Council letter
Rural /Township Businesses	4	Latest (not older than three months) Municipal Account/Traditional Council letter
Black People	2	Valid Sworn Affidavit
Persons with Disability	3	Disability verification letter from a medical practitioner indicating the practice number
Youth	4	Certified ID copy (not older than six months)
Women	3	Certified ID copy (not older than six months)
<b>Total</b>	<b>20</b>	

The tenderer must indicate how they claim points for each preference point system on the SBD 6.1 form.

The points scored by a tenderer in respect of the Specific Goals will be added to the points scored by the said tenderer for price.

**8.5 Phase 4: Physical site inspection**

Premises of all Service Providers shortlisted will be inspected by Departmental staff members to ensure their existence. (The Department must be informed in writing should service provider(s) change its office address).

Terms of reference for appointment of service provider for the cleaning, fumigation, installation and maintenance of hygiene equipment for a period of 36 months.

Initials of DBSC members:   TJ NE IT  

Initials of HOD   MM



## 9. SERVICE LEVEL AGREEMENT

The Department will enter into a Service Level Agreement with appointed service provider.

## 10. SUBMISSION PROCEDURE

All bids must be submitted in the Bid Box @ 20 Rabe Street, Cnr Landdros Mare & Rabe Streets, Polokwane addressed to:


The Chief Director  
Supply Chain Management  
Department of Co-operative Governance, Human Settlements & Traditional Affairs  
Private Bag X9485  
Polokwane  
0700

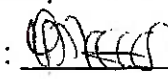
## 11. ENQUIRIES

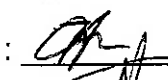
Should additional information or clarification be required regarding the terms of reference before the closing date of bid, contact may be made through telephone or email with the following officials:

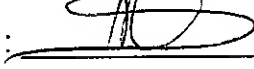
NAME	TELEPHONE	EMAIL ADDRESS
<b>Technical Enquiries</b>		
Maluleke NE	015 294 2119	MalulekeNE@coghsta.limpopo.gov.za
<b>Administrative Enquiries</b>		
Phiri JM	015 294 2140	PhiriJM@coghsta.limpopo.gov.za
Mokalapa MJ	015 294 2278	MokalapaMJ@coghsta.limpopo.gov.za
Peta MM	015 294 2154	PetaMM@coghsta.limpopo.gov.za

## DEPARTMENTAL BID SPECIFICATION COMMITTEE SIGNATURES

Chairperson : 

Deputy Chairperson : 

Member : 

HOD : 

Terms of reference for appointment of service provider for the cleaning, fumigation, installation and maintenance of hygiene equipment for a period of 36 months.

Initials of DBSC members:



Initials of HOD



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# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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



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## General Conditions of Contract

### 1. Definitions

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

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

**2. Application**

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

**3. General**

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

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

**10. Delivery  
and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental  
services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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



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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation Programme (NIP)**

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

**34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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