



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

REQUEST FOR BID

REQUEST FOR BID NUMBER: W11484

DESCRIPTION

APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING SERVICES WITHIN HEAD OFFICE BUILDINGS, GAUTENG REGIONAL OFFICE, PRAETOR, ROODEPLAAT AND PRETORIA WEST BUILDINGS FOR A PERIOD OF THIRTY – SIX (36) MONTHS AT DEPARTMENT OF WATER AND SANITATION

ISSUE DATE:

18 OCTOBER 2024

CLOSING DATE:

19 NOVEMBER 2024

TIME: 11:00

Compulsory Briefing Session

Date: 7TH November 2024

**Venue: Roodeplaat Training Centre
Kwamhlanga Road, Roodeplaat Dam
Pretoria, 0001**

Time: 10:00

**SUBMIT TENDER DOCUMENT
TO**

**POSTAL ADDRESS:
DIRECTOR-GENERAL: WATER AND
SANITATION
PRIVATE BAG X 313
PRETORIA,0001**

OR

**TO BE DEPOSIT IN:
THE TENDER BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
(FORMERLY SCHOEMAN STREET)
PRETORIA,0002**

TENDERER: (Company address and stamp)

Please be aware that the Department representatives at SCM will never call you and demand bribes in exchange for a tender. if this happens, please notify the Department.



DIRECTIVE TO BIDDERS ON COMPLETION OF SBD FORMS AND PACKAGING OF BID PROPOSAL

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder). The dates on this all-SBD forms must be a date which is within the bid advert period

TABLE OF CONTENTS FOR BID PROPSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SBD 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
SBD 3.1	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Bidders' attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bided or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be in line with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Certificate of authority for signatory	G	3 Different forms are attached. Bidders are required to only complete one form which is relevant to their situation	
Copy of an Identity document of the authorised individual	H	The ID copy to be attached should be that of a person authorised to represent the Service provider as per the completed certificate of authority for signatory form	
Copy of Company's CIPC Certificate	I	Bidders are required to attach copies of the CIPC Certificates	
Bid Proposal	J	A detailed bid proposal inline with the Specifications must be attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	W11484	CLOSING DATE:	19 NOVEMEBR 2024	CLOSING TIME:	11H00		
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING SERVICES WITHIN HEAD OFFICE BUILDINGS, GAUTENG REGIONAL OFFICE, PRAETOR, ROODEPLAAT AND PRETORIA WEST BUILDINGS FOR A PERIOD OF THIRTY – SIX (36) MONTHS AT DEPARTMENT OF WATER AND SANITATION						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
ZWAMADAKA BUILDING ENTRANCE							
157 SCHOEMAN STREET							
PRETORIA							
0002							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mr JACOB MABUSELA			CONTACT PERSON	Mr Hennie Roodman		
TELEPHONE NUMBER	012 336 7240			TELEPHONE NUMBER	012 336 7697		
CELLPHONE				CELLPHONE			
E-MAIL ADDRESS	mabuselaj@dws.gov.za			E-MAIL ADDRESS	roodmanh@dws.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A 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 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 (PURCHASES)

– FIRM PRICES

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. W11484
Closing Time 11:00	Closing date. 19 November 2024

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	RENDERING OF CLEANING SERVICES FOR THE DEPARTMENT OF WATER AFFAIRS FOR A PERIOD OF 36 MONTHS	36 MONTHS	PRICING FOR 36 MONTHS
1.	HEAD OFFICE: SCHEDULE 1	36 MONTHS	
2.	BOTHONGO EAST BUILDING: SCHEDULE 2	36 MONTHS	
3.	PREATOR FORUM BUILDING: SCHEDULE 3	36 MONTHS	
		VAT	R
		TOTAL	R

(PRICING MUST BE INCLUSIVE OF TRANSPORT, OVERHEADS AND CONSUMABLES AS PER SCHEDULE 1 TO 3 BELOW)

NOTE: BIDDERS MUST USE THE ATTACHED SCHEDULES (1, 2, AND 3) TO COMPILE THE PRICING SCHEDULE ABOVE.

- 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

SCHEDULE 1

HEAD OFFICE SITES AND BUILDINGS

ITEM NO	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	RENDERING OF CLEANING SERVICES FOR THE DEPARTMENT OF WATER AFFAIRS FOR A PERIOD OF 36 MONTHS		PRICING FOR 36 MONTHS
1.	HEAD OFFICE: SEDIBENG BUILDING	36 MONTHS	
2.	HEAD OFFICE: ZWAMADAKA BUILDING	36 MONTHS	
3.	HEAD OFFICE: EMANZINI BUILDING	36 MONTHS	
4.	HEAD OFFICE: WATERBRON BUILDING	36 MONTHS	
5.	HEAD OFFICE: NDINAYE BUILDING	36 MONTHS	
6.	HEAD OFFICE: CONTINENTAL BUILDING	36 MONTHS	
7.	PREORIA WEST: STORAGE AND ARCHIVES	36 MONTHS	
	ROODEPLAAT: RQS	36 MONTHS	
	ROODEPLAAT: TRAINING CENTER	36 MONTHS	
8.	SANITARY BIN REMOVAL SERVICES	36 MONTHS	
9.	DEEP CLEANING SERVICES	36 MONTHS	
10	CLEANING CONSUMABLES (AS PER PARAPGRAPH 4.5, PAGE 9 OF THE TOR)	36 MONTHS	
		VAT	R
		TOTAL	R

PRICE STRUCTURE: WAGES

	Item	Rate	Amount (36 months)
1	Wages:		
1.1	Wages/cleaner: Day shift		
	Basic Salary	R	
	Overtime x ¹ / ₃	R	
	Overtime x ¹ / ₂	R	
	Overtime double	R	
	Leave pay	R	
	Sick leave	R	
	UIF	R	
	Public Holiday	R	
	Workman compensation	R	
	Annual bonus (as per Sectoral Determination)	R	
	Total Cost per cleaner		R
1.2	Wages/cleaner: Supervisor		
	Basic Salary	R	
	Overtime x ¹ / ₃	R	
	Overtime x ¹ / ₂	R	
	Overtime double	R	
	Leave pay	R	
	Sick leave	R	
	UIF	R	
	Public Holiday	R	
	Workman compensation	R	
	Annual bonus (as per Sectoral Determination)	R	
	Total Cost per cleaner		R
	Total Cost		R
	VAT		R
*	Total Tender Price		R

***Bidders should take note that the Total Tender Price must correspond with the price in SBD 3.1**

SCHEDULE 2

BOTHONGO EAST BUILDING

ITEM NO	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	RENDERING OF CLEANING SERVICES FOR THE DEPARTMENT OF WATER AFFAIRS FOR A PERIOD OF 36 MONTHS	36 MONTHS	PRICING FOR 36 MONTHS
1.	BOTHONGO EAST BUILDING	36 MONTHS	
2	SANITARY BIN REMOVAL SERVICES	36 MONTHS	
3	DEEP CLEANING SERVICES	36 MONTHS	
4	CLEANING CONSUMABLES (AS PER PARAGRAPH 4.5, PAGE 9 OF THE TOR)	36 MONTHS	
		VAT	R
		TOTAL	R

- 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

PRICE STRUCTURE: WAGES

	Item	Rate	Amount (36 months)
1	Wages:		
1.1	Wages/cleaner: Day shift		
	Basic Salary	R	
	Overtime x ¹ / ₃	R	
	Overtime x ¹ / ₂	R	
	Overtime double	R	
	Leave pay	R	
	Sick leave	R	
	UIF	R	
	Public Holiday	R	
	Workman compensation	R	
	Annual bonus (as per Sectoral Determination)	R	
	Total Cost per cleaner		R
1.2	Wages/cleaner: Supervisor		
	Basic Salary	R	
	Overtime x ¹ / ₃	R	
	Overtime x ¹ / ₂	R	
	Overtime double	R	
	Leave pay	R	
	Sick leave	R	
	UIF	R	
	Public Holiday	R	
	Workman compensation	R	
	Annual bonus (as per Sectoral Determination)	R	
	Total Cost per cleaner		R
	Total Cost		R
	VAT		R
*	Total Tender Price		R

***Bidders should take note that the Total Tender Price must correspond with the price in SBD 3.1**

SCHEDULE 3

PRAETOR FORUM BUILDING

ITEM NO	DESCRIPTION	QUANTITY	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	RENDERING OF CLEANING SERVICES FOR THE DEPARTMENT OF WATER AFFAIRS FOR A PERIOD OF 36 MONTHS	36 MONTHS	PRICING FOR 36 MONTHS
1.	PRAETOR FORUM BUILDING	36 MONTHS	
2	SANTARY BIN REMOVAL SERVICES	36 MONTHS	
3	DEEP CLEANING SERVICES	36 MONTHS	
4	CLEANING CONSUMABLES (AS PER PARAGRAPH 4.5, PAGE 9 OF THE TOR)	36 MONTHS	
		VAT	R
		TOTAL	R

- 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

PRICE STRUCTURE: WAGES

	Item	Rate	Amount (36 months)
1	Wages:		
1.1	Wages/cleaner: Day shift		
	Basic Salary	R	
	Overtime x $\frac{1}{3}$	R	
	Overtime x $\frac{1}{2}$	R	
	Overtime double	R	
	Leave pay	R	
	Sick leave	R	
	UIF	R	
	Public Holiday	R	
	Workman compensation	R	
	Annual bonus (as per Sectoral Determination)	R	
	Total Cost per cleaner		R
1.2	Wages/cleaner: Supervisor		
	Basic Salary	R	
	Overtime x $\frac{1}{3}$	R	
	Overtime x $\frac{1}{2}$	R	
	Overtime double	R	
	Leave pay	R	
	Sick leave	R	
	UIF	R	
	Public Holiday	R	
	Workman compensation	R	
	Annual bonus (as per Sectoral Determination)	R	
	Total Cost per cleaner		R
	Total Cost		R
	VAT		R
*	Total Tender Price		R

***Bidders should take note that the Total Tender Price must correspond with the price in SBD 3.1**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of his 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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

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

- 2.3 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:

Name of company related to	CSD Registration number of the company related to

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of

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

the awarding of the contract.

3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 90/10 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	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in

any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$			

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Women	2	
People with disability	2	
Youth (35 and below)	2	
Location of enterprise (Province)	1	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 90/10 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 90/10 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	10
PRICE	90
Total	100

Price

A maximum of 90 points are allocated for price on the following basis:

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	2
People with disability	2
Youth (35 and below)	2
Location of enterprise (Province)	1
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	10

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Women
Disability
Youth
Location

Required Proof Documents

Full CSD Report
Full CSD Report
Full CSD Report
Full CSD Report

B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report
---	--

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business



RESOLUTION OF BOARD OF DIRECTORS FOR COMPANY /CLOSE CORPORATION/ PARTNERSHIP

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Water and Sanitation in respect of the following project:

(project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			



Resolution of Board of Directors

14			
15			
16			
17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Water and Sanitation in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively delegate a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed Delegation of Authority letter, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and Delegation of Authority letter are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

SPECIAL RESOLUTION OF CONSORTIA OR JOINTVENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1.

2.

3.

4.

5.

6.

7.

8.



Held at _____
_____ (pla

ce)ON
_____ (dat
e)

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Water and Sanitation in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid /Tender Document)

- B. *Mr/Mrs/Ms: _____ in _____ *his/her
Capacity as: _____ (Position in the
Enterprise)and who will sign as follows: _____

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint



Venture as mentioned under item D above.

- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

(code)Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			

6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Water and Sanitation from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**
3. Should the number of the Duly Authorized Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this **SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**



LETTER OF AUTHORITY FOR SOLE PROPRIETOR OR SOLE TRADER

I,hereby confirm that I am the
sole owner of the business trading as

Signature: Sole owner.....

Date.....

Witnesses:

1. _____ Date : _____

2. _____

ENTERPRISE STAMP

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 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,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (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.



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

RENDERING OF CLEANING SERVICES TO DEPARTMENT OF WATER AND SANITATION NATIONAL OFFICES FOR A PERIOD OF 36 MONTHS

1. PURPOSE

- 1.1 The purpose of this bid is to procure and appoint a reliable and competent company that would render services in respect of cleaning services to Department of Water and Sanitation National Office.

2. BACKGROUND INFORMATION

- 2.1.1 Facilities management is a Directorate in a Chief Directorate Auxiliary Services in the Department of Water and Sanitation. Its function is to create an improved physical working environment and provide a secure office accommodation for all the officials within the Department of Water and Sanitation.
- 2.1.2 According to Section 8(1) of Occupational Health and Safety Act (Act 85 of 1993), as amended; the Department is required to provide and maintain, as far as reasonably practicable a working environment that is safe and without risk to the health and its employees.

3. SCOPE OF SERVICES TO BE RENDERED

3.1 BUILDING AND ADDRESS WHERE SERVICE IS REQUIRED.

NO.	SITE/ BUILDING	ADDRESS	SQUARE METRES	NO OF FLOORS	NO OF TOILETS	OTHER AREAS	SERVICES REQUIRED
1	HEAD OFFICE: SEDIBENG BUILDING	185 FRANCIS BAARD STREET TSHWANE	16233	10	65	MAIN ENTRANC E PARKING BAYS	GENERAL CLEANING DEEP CLEANING REMOVAL OF SANITARY BINS PROVISION OF CONSUMABLES

NO.	SITE/ BUILDING	ADDRESS	SQUARE METRES	NO OF FLOORS	NO OF TOILETS	OTHER AREAS	SERVICES REQUIRED
2	HEAD OFFICE: ZWAMADAKA BUILDING	157 FRANCIS BAARD STREET TSHWANE	10141.87	8	33	MAIN ENTRANC E TENDER OFFICE PARKING BAYS WASTE STORAGE AREA	GENERAL CLEANING DEEP CLEANING REMOVAL OF SANITARY BINS PROVISION OF CONSUMABLES
3	HEAD OFFICE: EMANZINI BUILDING	173 FRANCIS BAARD STREET TSHWANE	9340	8	35	MAIN ENTRANC E MAIN CONFERE NCE ROOM 3X OPEN PLAN VENUES COURTYA RD	GENERAL CLEANING DEEP CLEANING REMOVAL OF SANITARY BINS PROVISION OF CONSUMABLES
4	HEAD OFFICE: WATERBRON BUILDING	191 FRANCIS BAARD STREET TSHWANE	11275.5	10	70	MAIN ENTRANC E PARKING BAYS	GENERAL CLEANING DEEP CLEANING REMOVAL OF SANITARY BINS PROVISION OF CONSUMABLES
5	HEAD OFFICE: NDINAYE BUILDING	178 FRANCIS BAARD STREET TSHWANE	2900	3	12	MAIN ENTRANC E	GENERAL CLEANING DEEP CLEANING REMOVAL OF SANITARY BINS PROVISION OF CONSUMABLES
6	HEAD OFFICE: MANAKA BUILDING	285 BOSMAN STREET TSHWANE	4133	9	22	MAIN ENTRANC E	GENERAL CLEANING DEEP CLEANING REMOVAL OF SANITARY BINS PROVISION OF CONSUMABLES
7	PREORIA WEST: STORAGE	474 CARL STREET	20356.95	8 INDIVIDU AL	24	MAIN ENTRANC E	GENERAL CLEANING

NO.	SITE/ BUILDING	ADDRESS	SQUARE METRES	NO OF FLOORS	NO OF TOILETS	OTHER AREAS	SERVICES REQUIRED
	AND ARCHIVES	PREORIA WEST TSHWANE		BUILDIN GS		PARKING BAYS	DEEP CLEANING REMOVAL OF SANITARY BINS PROVISION OF CONSUMABLES
8	ROODEPLAAT: RQS BUILDING	MOLOTO ROAD TSHWANE	4233	6	16	MAIN ENTRANC E	GENERAL CLEANING DEEP CLEANING REMOVAL OF SANITARY BINS PROVISION OF CONSUMABLES
9	ROODEPLAAT: TRAINING CENTER	MOLOTO ROAD TSHWANE	9817.8	6 CONFER ENCE ROOMS 4 CHALET S 2 COMPUT ER LABS 1 MAIN KITCHEN	30 4 BATHROOM S	RECEPTI ON AREA GYMNASI UM SECURIT Y BOOTH 4 CHALET KITHCEN S	GENERAL CLEANING DEEP CLEANING REMOVAL OF SANITARY BINS PROVISION OF CONSUMABLES
10	BOTHONGO EAST BUILDING	285 FRANCIS BAARD STREET TSHWANE	4003.6	4	21	MAIN ENTRANC E	GENERAL CLEANING DEEP CLEANING FOOD SERVICES AID REMOVAL OF SANITARY BINS PROVISION OF CONSUMABLES
11	PREATOR FORUM BUILDING	267 LILLIAN NGOYI STREET TSHWANE	2115	2	5	MAIN ENTRANC E And a VERANDA	GENERAL CLEANING DEEP CLEANING FOOD SERVICES AID REMOVAL OF SANITARY BINS PROVISION OF CONSUMABLES

3.2 MINIMUM NUMBER OF STAFF REQUIRED PER SITE AND PER SERVICES

BUILDING NAME	NUMBER OF CLEANERS	Food Services Aid	NUMBER OF SUPERVISORS	TOTAL PER BUILDING
ZWAMADAKA	20	0	1	21
EMANZINI	24	0	1	25
SEDIBENG	29	0	1	30
WATERBRON	28	0	2	30
NDINAYE	10	0	1	11
CONTINENTAL	12	0	1	13
ROODEPLAAT: TRAINING CENTRE	20	0	1	21
ROODEPLAAT: RQS	8	0	1	9
PRETORIA WEST	3	0	1	4
BOTHONGO	3	4	1	08
PRAETOR FORUM BUILDING	4	3	1	08
SANITARY BIN REMOVAL STAFF				3
DEEP CLEANING STAFF (AS AND WHEN)				10
TOTAL				193

4. SCOPE OF WORK:

4.1 GENERAL CLEANING:

SERVICE FREQUENCY

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY
Cleaning of offices	X			
Emptying of bins twice a day and should be washed	X			
Removal of municipal bins on the day of collection of bins. Bins must be washed with a disinfectant	X			
Cleaning of rest rooms three times daily	X			
Dusting of furniture	X			
Dusting of mirrors, wall plaques and doors	X			
Cleaning of stairs	X			
Cleaning of lifts and lobbies	X			
Cleaning of floors and corridors	X			
Cleaning of glass doors	X			
Cleaning of parking areas every day in the mornings and when necessary	X			
Sanitizing of common areas twice daily.	X			
Polishing of furniture		X		

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY
Cleaning of Courtyards		X		
Vacuuming of carpets once a week or more when need arises		X		
Cleaning of blinds		X		
Polishing of brass window fittings			X	
Washing/ cleaning of walls			X	
Washing of carpets as and when required using different methods				X
Washing of windows (inside only)				X
Detail cleaning of entrances				X

4.2 DEEP CLEANING SERVICES

4.2.1 TOILETS Remove all uric acid encrustation and other deposits from bowls, bends, and flushing rims Thoroughly clean and disinfect all surface of the appliance, including top and underneath surface of the seat, top cover cistern handle. Clean all door handles of cubicles and main				X
--	--	--	--	---

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY
<p>door entrance of the rest rooms.</p> <p>Deep clean of all wall tiles, floor accessories and light switches.</p> <p>Remove all scale deposit around toilets and inside soil pipe.</p> <p>Sanitizing of all doors handles daily.</p> <p>4.2.2 URINALS</p> <p>Remove all uric acid encrustation and other deposits from all surfaces of the urinal, channel outlet, outlet grid, spurge pipe tipper covers and accessories.</p> <p>4.2.3 SHOWER / BATHS</p> <p>Remove all scale build up around taps.</p> <p>4.2.4 BUILDING ENTRANCE</p> <p>All entrances must be cleaned thoroughly over weekends once a quarter.</p> <p>Sanitizing of buildings (inside and outside) once a month and/or when required</p>				<p>X</p> <p>X</p> <p>X</p>

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY
<p>4.3 SUPPLY AND REMOVAL OF SANITARY BINS</p> <p>Sanitary bins must be a slim, non-mechanical and free-standing receptacle</p> <p>Each receptacle must contain sterilizing, deodorizing powder, which can be able to kill bacteria and inhibits bacteria growth such as Hepatitis A & B and travelling bacteria.</p> <p>The chemical must be effective for a period of four weeks and must be South African Bureau of Standards (SABS) approved</p> <p>All sanitary units must be changed every two weeks.</p> <p>The sanitary bins must be fitted with a self-closing hinge flap</p>		<p>X</p> <p>EVERY TWO (2) WEEKS.</p> <p>SCHEDULE TO BE PROVIDED BY THE COMPANY</p>		

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY
to prevent offensive smells from escaping. One sanitary bin must be placed per cubicle in the female toilets.				

4.4 FOOD SERVICES AID: BOTHONO PLAZA AND PREATOR BUILDINGS ONLY

- * The service will entail preparation of boardrooms for meetings.
- * Refilling of water during breaks in the meetings.
- * Cleaning of kitchen utensils daily and washing of tea utensils.

4.5 PROVISIONS OF TOILETRIES

- * The service provider will be required to provide the Department with toilet paper, C-FOLD hand paper towels and hand paper towel roll for dispenser, liquid hand soap, dish washing liquid, bleach, handy-Andy and sanitizer.

CLEANING MATERIAL PER BUILDING

ITEM	AVERAGE QUARTERLY/ MONTHLY USE
Pine gel	120kg per quarter
Colour coded cloths (Red, Blue, and Green)	4 per cleaner
Multi-purpose furniture polish	1 per cleaner per month
Floor stripper	75 or as requested
Floor sealer	20 litres per quarter
Floor polish (for buffing)	50 litres per quarter
Bleach	390 litres per quarter
Acid bowl	390 litres per quarter
Deo blocks	15 kilogrammes per quarter
Ammonia cleaner	240 litres per quarter
Refuse bags	12 Bales per quarter
Metal polish	24 (500ml) per quarter
Baby oil	18 (500ml) per quarter
Carpet shampoo	100 litres per quarter
Carpet powder (damp)	4x 9 kilogram per quarter
Hand soap liquid	300 litres per quarter
Toilet paper single ply (good quality SABS approved)	420 bales per quarter
Cost cutter	300 unites per quarter
Air Freshener	4 per cleaner per month

Black dip	3 x 25 litres per quarter
Concrete cleaner	3 x 25 litres per quarter
Dishwashing liquid	420 litres per quarter

CLEANING EQUIPMENT

Item	Minimum Requirement
Caution Board	2 per floor
Hoover	1 per floor
Extension cord	2 x 15 meter per floor
Buffing machine	4
Stripping machine	4
Buffing and stripping pads	To cover the 36-months period
Carpet washing machine	3
Outdoor broom	22 (two per building)
Muslin tool	1 per floor
Hand scraper	1 per building
Household step ladder	3 for the 36-months period
Scoop and brush	1 per cleaner
Mop trolley with wringer/ pully car	1 per cleaner
4 litre buckets	1 per cleaner
Red and white tape	As required
Pot scourer	1 bale per building
Steel wool	1 bale per building
Feather duster	1 per cleaner

PERSONNEL PROTECTIVE EQUIPMENT

The contractor must ensure that all employees are equipped and issued with PPE and has the company logo visible. The employees must wear the PPE at all times whilst on duty.

- Facial Mask
- Gloves
- Conti Suit (Overall)
- Safety Boots
- Safety shoe
- Ladies Overalls

5. CONTRACT CONDITIONS

5.1 ROUTINE ACTIVITIES IN OFFICE

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

5.2 WORKMANSHIP AND MATERIAL

All work must be of a high standard and executed to the satisfaction of the State. All material, chemicals, etc. must be of good and acceptable quality as per Materials Safety Data Sheet (MSDS).

5.3 COMPLIANCE WITH ACTS AND REGULATIONS

All acts and regulations relating to cleaning services must be strictly adhered to by the contractor.

5.4 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.

5.4.1 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 to the arbitration in terms of this clause.

5.4.2 The parties involved must agree mutually as to who will act as arbiter.

5.4.3 The arbiter must notify both parties in advance, regarding the remuneration for these services.

5.4.4 Each party must submit a full written view of his case to the arbiter within 30 days of the notification per paragraph 4.1 in which evidence, affidavits, facts, submissions of expert evidence, etc. on which his case rests and he must serve a copy on the other party.

- 5.4.5 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.
- 5.4.6 The arbiter must then consider the dispute and decide on the evidence before him without the appearance of any of the parties or any legal representative before him.
- 5.4.7 The arbiter may make any decision or allocation which in his discretion is fair and appropriate.
- 5.4.8 The arbiter must take the intention of the parties into consideration and make his decision in accordance with the South African Law. He is not strictly bound to the rules of the law but should let himself be guided by the principles of justice and fairness.
- 5.4.9 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.
- 5.4.10 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 he is not bound by this clause.
- 5.4.11 If a party withdraws from the arbitration, it will be accepted that he consents to the arbiter's findings against him.

6. PLASTIC REFUSE BAGS

Heavy Duty refuse bags are needed for the service and must be supplied by the contractor at his/her cost.

7. FIRE EXTINGUISHERS

The contractor and his employers shall under no circumstances make use of fire hose reels or other fire extinguishers on the site in the activities attached to the rendering of the cleaning service.

8. TOILET (COMPLETE) AND DRESSING ROOMS

- 8.1 The tending (caretaking) of toilets and dressing rooms shall be done by employees of the Successful Tenderer.
- 8.2 The deep cleaning process must be done on quarterly basis in all common areas and as and when needed in areas affected by the Covid-19 virus after decontamination of the areas.

9. UNACCEPTABLE CLEANING AGENTS

No equipment, utensils or agents that may damage the building, fittings, persons, or contents shall be used.

The State has the right to reject any such equipment, utensils, or agents.

All detergents must be biodegradable/ eco-friendly

The service provider must have the Material Safety Data Sheet (MSDS) for each chemical

10. MACHINES AND EQUIPMENT

The contractor shall refill, empty or clean his machines and equipment only at such places as indicated. Each floor must have one vacuum cleaner, except RTC to have three vacuum cleaners for chalets. Only colour code cloths are to be used.

11. WARNING BOARDS

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

12. INFLAMABLE AND POISONOUS SUBSTANCES

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

13. LIABILITY

- 13.1 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 damage or property of the contractor or any other person that may result from or be related to the execution of this contract. Any losses affecting office occupants and that are proven to be done by employees of the service provider, the service provider will be held liable for such losses.

14. DAMAGE COMPENSATION

- 14.1 The contractor will be held responsible for any damage or thefts that may be caused to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties otherwise and a claim for indemnification can accordingly be imposed by the State against the contractor.
- 14.2 In the case of rectification 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, and the costs thereof will be recovered from any moneys outstanding.

15. TERMINATION AND/OR WITHDRAWAL

- 15.1 In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the general conditions of Tender, Contract and Order will be applicable.
- 15.2 The State reserves the right to withdraw any part(s) of the premises as a whole from the service, with three months written notification to the contractor. Should a part of the premises be withdrawn the contract amount will be adjusted pro rata from the 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 because of the withdrawal or termination.
- 15.3 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 utilisation and in respect of the unusable part(s) of the premises 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 which 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. If the damaged premises is repaired the State can request the contractor to resume the cleaning service by 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.

16. BREACH OF CONTRACT

If the service is interrupted or temporarily because 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 services.

17. CONDITIONS IN RESPECT OF THE PERSONNEL FOR THE CONTRACTOR

- 17.1 The personnel of the contractor will have access to all areas to render the service, subject to other stipulations of this contract. If the service is not rendered on that specific area at a given time, access to that area is forbidden.
- 17.2 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 on the request of the contract person.
- 17.3 Without prejudice to the contractor's responsibility to select his personnel before employment, the State will always 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 utilise such person(s) any longer to honour his obligations in terms of this agreement.
- 17.4 In such a case the contractor will immediately comply with the request and the contractor will not (because of such a request) be entitled to bring a claim for loss or damage against the State and the contractor indemnifies the State against any claim from the employee concerned.

18. INSPECTIONS

- 18.1 Personnel of the cleaning service must be trained properly to do the work without interruption.
- 18.2 Inspections must be done daily by the representatives of the Successful Tenderer.
- 18.3 Cleaning material and equipment must be always available.

19. UNSPECIFIED SERVICES

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

20. 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 workday of the month during which the service was rendered. Payment will be made within 30 days after the end of the month during which the service was rendered satisfactorily, and the invoice is correct.

21. REPLACEMENTS

Cleaners must be replaced immediately when they are absent or on leave to correspond with the total number of cleaners as stipulated in the tender document.

22. CONDITIONS OF TENDER

22.1 Tenderers must furnish the following information regarding their company as part of the tender.

22.1.1 Number of staff presently employed, divided into -

22.1.1.1 Management personnel.

22.1.1.2 Supervisors; and

22.1.1.3 Cleaners: Full time _____ Part time _____

22.1.2 Addresses of Head Offices.

22.1.3 Business area.

22.1.4 Date since the company renders cleaning services.

22.1.5 Detailed list of current and completed cleaning contracts over the past five years.

22.1.6 Annual turnover.

- 22.1.7 Names, postal addresses and telephone number(s) of bankers and the name of the contact person as well as approval that financial enquiries may be answered and that financial statements may be supplied on request.
- 22.1.8 Name, address and telephone number of auditor(s); the name of the contact person and approval that financial enquiries may be answered and that financial statements may be supplied on request.
- 22.1.9 The amount a firm is insured for against public liability and the name and address of the relevant insurance company as well as the policy number.
- 22.1.10 Details (type, make, model, number) of equipment to be used for the rendering of the service.

23. CAPACITY OF WORK

Details of obligations that the tenderer is currently engaged in, the nature thereof and with whom contact can be made for reference purpose must be submitted as an addendum to the tender.

24. SUPERVISION

Tenderers must give assurance that all workers will be under proper supervision. Any liaison in regard to daily needs will be through the supervision and not directly with the workers.

25. INSURANCE

The contractor must arrange the under-mentioned insurance policies with a reputable insurance company or submit documentary proof that such policies are in effect, provided that written proof that the policies are still valid, and premiums paid must be provided monthly. On failure to comply, the State reserves the right (but is not compelled to) to pay the premiums and to deduct such payments from money owing to the contractor.

- (a) Accident insurance
- (b) Unemployment benefit insurance
- (c) Public liability in the name of the contractor as well as the State for an amount of at least R2 million.
- (d) Proof of monthly contributions for UIF and Compensation Fund must be submitted quarterly.

26. OPERATIONAL PLAN

The tenderer must submit together with his tender a complete trade plan in which, amongst others, the following should be indicated:

- 26.1 The number of workers that will be employed.
- 26.2 The work method that will be followed for the execution of the contract.
- 26.3 What the different cycles for the execution of the works will be 26.4
- 26.4 Prospective tenderers must ascertain on the spot the extent and nature of work, the areas and floor surfaces to be cleaned.

27. SECTORAL DETERMINATION

The department will make provision for the annual Sectoral Determination for the approved rates by the department of Labor and the advertisement in the Government Gazette.

28. ADMINISTRATIVE COMPLIANCE

NO	CRITERIA	YES	NO
1	Bidders must be registered with National Treasury Central Supplier Database (CSD). Proof in the form of print-out from CSD is required		
2	Tax compliance with SARS (verified through CSD and SARS)		
3	Bidders must complete, sign and submit SBD 1, SBD 3.1, SBD 4, and SBD 6.1		
4	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC) Attach copy of CIPC/CIPRO Certificate		
5	The service provider (and in the case of a consortium or joint venture – at least one member of such consortium or joint venture) should submit a notary agreement between the parties must clearly identify the lead partner (if applicable)		
6	CERTIFICATE OF AUTHORITY FOR SIGNATORY (bidders to complete the relevant form.)		

NO	CRITERIA	YES	NO
7	Copy of an Identity document of the authorised individual to represent the Service provider as per the CERTIFICATE OF AUTHORITY FOR SIGNATORY form		

29. EVALUATION CRITERIA

The Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. A copy of the preferential Procurement Regulations 2022 can be downloaded from www.treasury.gov.za In accordance with the Preferential Procurement Regulations 2022; submissions will be adjudicated on 90/10 points system and the evaluation criteria. Three phase evaluation phase criteria will be considered in evaluating the bid as listed below:

Phase 1: Mandatory compliance (if not complied with bid will be disqualified)

Phase 2: Functional / Technical Evaluation

Phase 3: Points awarded for Price and Specific Goals
(90/10 Preferential System)

Phase 1: Mandatory Requirements.

. No	Criteria	Requirement
1	Attach a Valid Letter of Good Standing with Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.	Letter of good standing with COID
2	Proof of insurance / Letter of Intent for Public Liability Cover with a registered Financial Services Provider (FSP) company to the value of 1 (ONE) million rands in the name of the company and/or Close Corporation.	Proof of Public Liability insurance cover or Letter of intent from a FSI registered company The letter must be in the name of the Bidder
3	Attach valid copy of Medical Waste Management certificate in terms of the National Environmental Management: Waste Act 2008 (no.59 of 2008).	Copy of Medical Waste Management certificate issued within the current year
4	Compulsory Briefing Session (Bidders are required to sign attendance register as proof of attendance).	DWS signed attendance

Phase 2: Functionality/Technical Evaluation.

Bidders must score a minimum qualifying score of **65%** on functionality to qualify for further evaluation.

The applicable values that will be utilized when scoring each criterion will be values ranging from **1** being poor, **2** being average, **3** being good, **4** being very good and **5** being excellent.

CRITERIA	METHOD OF MEASURE	POINTS
COMPANY PROFILE	<p>Detail company profile containing information regarding the experience of the company in rendering cleaning services.</p> <p>The number of years of experience shall be allocated values as follows:</p> <ul style="list-style-type: none">• Less than 1 year company experience = 1• 1 to 2 years company experience = 2• 3 to 4 years company experience = 3• 5 to 6 years company experience = 4• 7 to 8 years company experience = 5•	20

CRITERIA	METHOD OF MEASURE	POINTS
CONTACTABLE REFERENCES	<p>Provide complete references with contactable details for similar services: The letter must include the following:</p> <p>Company name</p> <p>letter head</p> <p>Contact details</p> <p>Period of the contract</p> <p>Value of the contract</p> <p>Signature</p> <ul style="list-style-type: none"> • 1 reference attached = 1 • 2 references attached = 2 • 3 references attached = 3 • 4 references attached= 4 • 5 or more references attached = 5 	20
OPERATIONAL PLAN	<p>Operational plan – (The Service provider must provide a presentable proposal on how to carry out the project):</p> <p>Provision of a detailed operational plan proposal addressing:</p> <ul style="list-style-type: none"> • Work schedule and Execution of work • Utilization of staff • Consumables/Material utilization and replenishment • Clear methodology and application of the operational plan • Additional staff as relievers for cleaners on leave/ sick leave <p>Operational plan attached with none of the items addressed: 1</p> <p>Operational plan attached with any one item addressed= 2</p>	30

CRITERIA	METHOD OF MEASURE	POINTS
	Operational plan attached with any two items addressed= 3 Operational plan attached with any three items addressed= 4 Operational plan attached with any four items addressed= 5	
TECHNICAL AND CONTINGENCY PLAN	Technical and contingency plan detailing information on the below: <ul style="list-style-type: none"> • List of chemicals to be used with the proof that they are eco-friendly and or biodegradable.e.g. (Material Specific Data Sheet) • List of all electrically operated equipment to be used and have South African Bureau of Standards (SABS) endorsement. • List of Protective clothing that are PPE to be issued to cleaners with full descriptions, (photos may be included). • Detailed contingency plan in respect of staffing in the event of strikes, disputes etc • Detailed contingency plan in respect of consumables in the event of shortages etc Technical and contingency plan with any 1 item above addressed = 1 Technical and contingency plan with any 2 items above addressed = 2 Technical and contingency plan with any 3 items above addressed= 3 Technical and contingency plan with any 4 items above addressed = 4 Technical and contingency plan with any 5 items above addressed= 5	30
TOTAL		100

Phase 3: Price and Specific Goals

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

Preference Point System (Specific Goals)

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	3
People with disability	2
Youth (35 and below)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	10

Documents requirement for verification of points allocation:

Procurement Requirement	Required Proof Documents
o Women	o Full CSD Report
o Disability	o Full CSD Report
o Youth	o Full CSD Report
o B-BBEE status level contributors from level 1 to 2 which are QSE or EME	o Valid BBBEE certificate/sworn affidavit o Consolidated BEE certificate in cases of Joint Venture o Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

Conditions:

- Only bidders who obtain at least 65% under Functional/Technical evaluation will be considered for further evaluation
- Bidders are kindly requested to submit **one (1)** copy plus the original
- Bidders are further requested to provide separate financial and technical proposal
- Bidders are requested to provide a clear agreement regarding joint venture/consortia. The percentage involvement of each company in the joint venture agreement should be indicated on the agreement.
- The department reserves the right to engage with the successful service provider to negotiate the prices as submitted. If it is envisaged that negotiations will be conducted only with the successful supplier, the negotiations will be based on a best estimate of the cost of the works.

30. FOR TECHNICAL ENQUIRIES

The contacts listed below will be attending to all questions. Service providers are required to submit their formal enquiries directly to the Project Manager and the SCM office at least 5 working days before the tender close.

Hennie Roodman

Facilities Management

Tel: (012) 336 7697

Fax (012) 323 8809

Email: roodmanh@dws.gov.za