

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE DEPARTMENT OF TOURISM**

<b>BID NUMBER:</b>	NDT0001/26	<b>CLOSING DATE:</b>	18 FEBRUARY 2026	<b>CLOSING TIME:</b>	11H00
<b>DESCRIPTION</b>	<b>APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF TOURISM FOR A PERIOD OF THREE (3) YEARS</b>				

**BID RESPONSE DOCUMENTS SHOULD BE DEPOSITED IN THE TENDER BOX SITUATED AT:**

**PHYSICAL ADDRESS:**  
 17 TREVENNA STREET  
 SUNNYSIDE  
**PRETORIA**  
 0002

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	<b>NICE BALOI</b>	CONTACT PERSON	<b>THOKO SELAMOLELA</b>
TELEPHONE NUMBER	<b>012 444 6744</b>	TELEPHONE NUMBER	<b>012 444 6776</b>
E-MAIL ADDRESS	<a href="mailto:NBALOI@TOURISM.GOV.ZA">NBALOI@TOURISM.GOV.ZA</a>	E-MAIL ADDRESS	<a href="mailto:TSELAMOLELA@TOURISM.GOV.ZA">TSELAMOLELA@TOURISM.GOV.ZA</a>

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /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 THE QUESTIONNAIRE BELOW]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

## TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED DATE AND TIME TO THE CORRECT ADDRESS. ALL COMPLETED DOCUMENTS SHOULD BE DELIVERED AT **TOURISM HOUSE, 17 TREVENNA STREET, SUNNYSIDE, PRETORIA 0002**. PHYSICAL SUBMISSION OR HAND DELIVERED RFP DOCUMENTS MUST BE COMPLETED IN THE REGISTER. BIDDERS FAILURE TO COMPLETE THE REGISTER MAY INVALIDATE THE RFP. LATE RFP WILL NOT BE CONSIDERED WHEN MAKING A DECISION TO AWARD.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. THE **STANDARDS BIDDING DOCUMENTS (SBD) FORMS MUST BE COMPLETED, SIGNED AND RETURNED** WITH THE RFQ / BID DOCUMENTS.
- 1.3. BIDDER'S ARE NOT ALLOWED TO ALTER THE CONTENT AND SEQUENCE OF INFORMATION IN THE SBD4 FORM.
- 1.4. THE UNDERSIGNED BIDDER DECLARES AND FURTHER AGREES TO HAVE READ 2010 VERSION OF THE GENERAL CONDITIONS OF CONTRACT (GCC) IS AVAILABLE ON THE NATIONAL TREASURY WEBSITE. TO ACCESS THE GCC THE BIDDER SHOULD CLICK THE FOLLOWING LINK <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/> OR DOWNLOAD THE DOCUMENT FROM THE NATIONAL TREASURY.
- 1.5. THE **80 / 20** PREFERENTIAL POINT SYSTEM WILL BE APPLIED WHEREIN **80** POINTS IS FOR PRICE AND **20** POINTS IS FOR SPECIFIC GOALS. TENDERS WITH A RAND VALUE OF BETWEEN R 30 000 BUT NOT EXCEEDING R 50 MILLION (INCLUSIVE OF ALL APPLICABLE TAXES). FIRSTLY, THE BID SUBMISSION / RFQ WILL EVALUATED IN LINE WITH THE SET CRITERIA OR FUNTIONALITY (*IF APPLICABLE*) AND THEREAFTER PROPOSAL WILL BE EVALUATED ON POINTS FOR PRICE AND SPECIFIC GOALS.
- 1.6. THE DEPARTMENT WILL APPLY THE 80/20 POINT SYSTEM IN RESPECT OF INVITATION TO THIS BID.
- 1.7. POINTS SCORED FOR **SPECIFIC GOALS WILL BE ADDED TO THE POINTS SCORED FOR PRICE** AND THE TOTAL WILL BE ROUNDED OFF TO THE **NEAREST TWO (2)** DECIMAL PLACES.
- 1.8. A **TENDER MUST BE AWARDED TO THE TENDERER WHO SCORE THE HIGHEST TOTAL NUMBER OF POINTS** IN TERMS OF THE PREFERENCE POINT SYSTEM (*PRICE AND SPECIFIC GOALS*) UNLESS OBJECTIVE CRITERIA IN TERMS OF SECTION 2 (1)(F) OF THE PPPFA ACT NO 5 OF 2000 JUSTIFY THE AWARD OF THE TENDER TO ANOTHER TENDERER
- 1.9. THE DEPARTMENT RESERVES THE RIGHT TO **NEGOTIATE WITH THE BIDDERS PRIOR OR POST AWARD.**
- 1.10. THE DEPARTMENT MAY **ALLOCATE ZERO/NIL POINTS FOR SPECIFIC GOALS WHERE PROOF IS NOT SUBMITTED** WITH THE BID.
- 1.11. THE BID WILL BE VALID FOR A PERIOD OF 120 DAYS FROM THE CLOSING DATE OF ADVERTISEMENT.
- 1.12. THE DEPARTMENT RESERVES THE RIGHT NOT TO AWARD.

**2. TAX COMPLIANCE REQUIREMENTS**

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

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**3. LIST OF RETURNABLES**

**BIDDERS SHOULD PLEASE ADHERE TO THE FOLLOWING INSTRUCTIONS**

- a) TICK APPLICABLE BOX IF DOCUMENT IS SUBMITTED
- b) COMPLETED AND SIGNED DOCUMENTS (*WHERE APPLICABLE*) SHOULD BE RETURNED / SUBMITTED BY THE BIDDER
- c) USE THE PRESCRIBED SEQUENCE IN ATTACHING THE **ANNEXURES** THAT COMPLETE THE BID DOCUMENT

ANNEXURES	DOCUMENT DESCRIPTION	YES	NO
<b>PART A &amp; B</b>	IS BID INVITATION FORM AND <b>TERMS AND CONDITIONS</b> FOR BIDDING COMPLETED, SIGNED AND SUBMITTED?		
<b>ANNEXURE A</b>	(IF APPLICABLE) AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID, JOINT VENTURES INVOLVEMENT DECLARATION AND SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES		
<b>ANNEXURE B</b>	IS PROOF OF OWNERSHIP BY <b>WOMAN</b> SUBMITTED. i.SHAREHOLDING (CERTIFICATE) PORTFOLIO BY <b>PROOF OF REGISTRATION OF THE COMPANY</b> WITH COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE (CIPRO) / COMPANIES INTELLECTUAL PROPERTY COMMISSION (CIPC). IN CASE OF JOINT VENTURE, A BIDDER MUST SUBMIT PROOF OF REGITRATION FOR BOTH ENTERPRISES; ii.CERTIFIED COPY (COPIES) OF ID-DOCUMENT(S) OR OF THE WOMAN OR WOMEN; AND iii.A <b>CSD FULL REPORT</b> AND NOT SUMMARIZED PREFERABLY DRAWN PRIOR TO THE CLOSING DATE MUST BE SUBMITTED BY BIDDERS.		
<b>ANNEXURE C</b>	IS PROOF OF <b>OWNERSHIP BY BLACK PERSON (S)</b> SUBMITTED. i. SHAREHOLDING (CERTIFICATE) PORTFOLIO BY <b>PROOF OF REGISTRATION OF THE COMPANY</b> WITH COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE (CIPRO) / COMPANIES INTELLECTUAL PROPERTY COMMISSION (CIPC).IN CASE OF JOINT VENTURE, A BIDDER MUST SUBMIT PROOF OF REGITRATION FOR BOTH ENTERPRISES; ii.CERTIFIED COPY (COPIES) OF ID-DOCUMENT(S) OF BLACK PERSON(S) ; AND iii.A <b>CSD FULL REPORT</b> AND NOT SUMMARIZED PREFERABLY DRAWN PRIOR TO THE CLOSING DATE MUST BE SUBMITTED BY BIDDERS.		
<b>ANNEXURE D</b>	QUALIFYING <b>EXEMPTED MICRO ENTERPRISE (EME)</b> – AND OR <b>QUALIFYING SMALL ENTERPRISE (QSE)</b> – MUST SUBMIT A VALID B-BBEE SWORN AFFIDAVIT ( <b>VALID FOR A PERIOD OF 12 MONTHS FROM THE DATE SIGNED BY THE COMMISSIONER</b> ) ACCOMPANIED BY CIPS BUSINESS REGISTRATION AND SHARE CERTIFICATE. IN CASE <b>OF JOINT VENTURE TO CLAIM POINTS</b> , A CONSOLIDATED B-BBEE CERTIFICATE ISSUED BY AN ACCREDITED VERIFICATION AGENCY, IRRESPECTIVE OF THE SIZE OF THE COMPANIES INVOLVED IN A JOINT VENTURE MUST BE SUBMITTED. THE DEPARTMENT <b>CANNOT ACCEPT JOINT VENTURE</b> AFFIDAVIT.		
<b>ANNEXURE E</b>	STANDARD BID DOCUMENTS (SBD4) FORM BIDDER'S DISCLOSURE.		
<b>ANNEXURE F</b>	STANDARD BID DOCUMENTS (SBD6.1) PREFERENCE POINTS CLAIM FORM		
<b>ANNEXURE G</b>	PROOF OF VALID REGISTRATION OR MEMBERSHIP WITH A RECOGNISED CLEANING ASSOCIATION IN SOUTH AFRICA		
<b>ANNEXURE H</b>	VALID LETTER OF GOOD STANDING FROM WORKMAN'S COMPENSATION COMMISSIONER (COIDA) IN THE NAME OF THE COMPANY AND OR CLOSE CORPORATION		

<b>ANNEXURE I</b>	PROOF OF OFFICE IN GAUTENG PROVINCE (A) VALID LEASE AGREEMENT AND OR (B) MUNICIPALITY STATEMENT (UTILITY BILL OR INVOICE) NOT OLDER THAN THREE (3) MONTHS OF BID CLOSING DATE.		
<b>ANNEXURE J</b>	BIDDERS' RELEVANT EXPERIENCE AND TRACK RECORD		
<b>ANNEXURE K</b>	PROVISION OF CONTACTABLE AND VERIFIABLE SIGNED LETTERS OF REFERENCE ON A LETTER HEAD OF A REFERRING INSTITUTION / ORGANIZATION – LETTERS OF REFERENCE		
<b>ANNEXURE L</b>	METHODOLOGY AND APPROACH TO THE PROJECT		
<b>ANNEXURE M</b>	PROOF OF PUBLIC LIABILITY INSURANCE / CERTIFICATE / CONFIRMATION LETTER		
<b>ANNEXURE O</b>	CERTIFIED COPY OF VALID B-BBEE CERTIFICATE		
<b>ANNEXURE P</b>	CVs OF CLEANERS AND MANAGEMENT TEAM		
<b>ANNEXURE Q</b>	FINANCIAL PROPOSAL / SUBMISSION ( <i>DETAILED THREE YEARS BUDGET BREAKDOWN</i> ) INCLUSIVE OF VAT.		
<b>ANNEXURE CT</b>	SUBMIT COMPLETED CUMULATIVE TABLE OF COMPANY EXPERIENCE		

#### 4. APPLICATION OF PREFERENCE POINT SYSTEM

##### 4.1 DEFINITIONS

HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI) IS DEFINED AS A SOUTH AFRICAN CITIZEN –

- a) WHO, DUE TO THE APARTHEID POLICY THAT WAS IN PLACE, HAD NO VOTING RIGHTS IN THE NATIONAL ELECTIONS PRIOR TO THE INTRODUCTION OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1983 (ACT NO. 100 OF 1983) OR THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1993 (ACT NO. 200 OF 1993) (*“THE INTERIM CONSTITUTION”*) AND OR
- b) WHO IS A WOMAN, AND / OR
- c) WHO HAS DISABILITY

4.2 WITH THE UNDERSTANDING THAT ANY PERSON WHO RECEIVED SOUTH AFRICAN CITIZENSHIP ON OR BEFORE THE INTRODUCTION OF THE INTERIM CONSTITUTION, WILL NOT BE DEEMED TO BE HDI.

4.3 ANY REFERENCE TO WORDS “BID” OR “BIDDER” HEREIN AND/OR IN ANY OTHER DOCUMENTATION SHALL BE CONSTRUED TO HAVE THE SAME MEANING AS THE WORDS “TENDER” OR “TENDERER”.

4.4 **“A WOMAN”** REFERS TO A FEMALE PERSON WHO IS A SOUTH AFRICAN CITIZEN

4.5 **“HDI EQUITY OWNERSHIP”** REFERS TO THE PERCENTAGE OF A PARTNERSHIP OR BUSINESS THAT IS OWNED BY INDIVIDUALS, OR IN THE CASE OF A COMPANY, THE PERCENTAGE OF SHARES WHICH IS OWNED BY INDIVIDUALS WHO ARE ACTIVELY INVOLVED IN THE MANAGEMENT DECISIONS AND DAY TO DAY OPERATIONAL ACTIVITIES OF THE COMPANY OR BUSINESS AND WHO EXERCISES CONTROL IN THE BUSINESS IN RELATION TO THEIR OWNERSHIP AT THE CLOSE OF TENDER. WHERE INDIVIDUALS ARE NOT ACTIVELY INVOLVED IN THE MANAGEMENT AND DAY TO DAY OPERATIONAL ACTIVITIES OF THE BUSINESS AND WHO DOES NOT EXERCISE CONTROL IN RELATION TO THE PERCENTAGE OF THEIR OWNERSHIP, EQUITY OWNERSHIP POINTS CANNOT BE AWARDED.

4.6 **“BLACK PEOPLE”** IS A GENERIC TERM WHICH MEANS AFRICANS, COLOUREDS AND INDIANS WHO ARE CITIZENS OF THE RSA BY BIRTH OR DESCENT OR BY NATURALISATION BEFORE 27 APRIL 1994 OR AFTER.

4.7 **“EXEMPTED MICRO ENTERPRISE (EME)”** IN TERMS OF THE GENERIC CODES OF GOOD PRACTICE, IT REFERS TO AN ENTERPRISE WITH AN ANNUAL TOTAL REVENUE OF R 10 MILLION OR LESS.

4.8 **“QUALIFYING SMALL ENTERPRISE (QSE)”** IN TERMS OF THE GENERIC CODES OF GOOD PRACTICE, IT REFERS TO AN ENTERPRISE WITH AN ANNUAL TOTAL REVENUE OF BETWEEN R 10 MILLION AND R 50 MILLION

4.9 **“SPECIFIC GOALS”** REFERS TO CONTRACTING WITH PERSONS, OR CATEGORIES OF PERSONS, HISTORICALLY DISADVANTAGED BY UNFAIR DISCRIMINATION ON THE BASIS OF RACE, GENDER OR DISABILITY AND IMPLEMENTING PROGRAMME AS PUBLISHED IN THE GOVERNMENT GAZETTE NO. 16085 DATED 23 NOVEMBER 1994.

##### 4.10 80 / 20 PREFERENCE POINT SYSTEM

TENDERERS WILL BE AWARDED POINTS AS FOLLOWS:

- |    |                              |             |                                                |
|----|------------------------------|-------------|------------------------------------------------|
| a) | TENDER PRICE                 | : 80 POINTS | } <b>SPECIFIC GOALS - MAXIMUM OF 20 POINTS</b> |
| b) | WOMEN OWNERSHIP              | : 06 POINTS |                                                |
| c) | BLACK OWNERSHIP              | : 12 POINTS |                                                |
| d) | SMME'S ( <i>EME OR QSE</i> ) | : 02 POINTS |                                                |

**TOTAL**

**100 POINTS**

4.11 THE POINTS SCORED FOR SPECIFIC GOALS WILL BE ADDED TO THE POINTS SCORED FOR PRICE AND THE TOTAL MUST BE ROUNDED OFF TO THE NEAREST 2 DECIMAL PLACES

**4.12 TENDER PRICE**

THE FOLLOWING FORMULA WILL BE USED TO CALCULATE THE POINTS OUT OF 80 FOR PRICE IN RESPECT OF TENDER WITH A RAND VALUE NOT EXCEEDING R 50 MILLION (INCLUSIVE OF ALL APPLICABLE TAXES). THE LOWEST ACCEPTABLE TENDER MUST SCORE 80 POINTS FOR PRICE, AND OTHER TENDERS WHICH ARE HIGH IN PRICE MUST SCORE FEWER POINTS , ON PRO RATA BASIS.

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

WHERE -

PS = POINTS SCORED (AWARDED) FOR PRICE OF TENDER UNDER CONSIDERATION

PT = PRICE OF TENDER UNDER CONSIDERATION; AND

PMIN = PRICE OF THE LOWEST ACCEPTABLE TENDER

**4.13 SPECIFIC GOALS**

**4.13.1 % OWNED BY PEOPLE WHO ARE WOMEN**

A MAXIMUM OF SIX (06) POINTS WILL BE AWARDED TO A WOMAN TENDERER. EQUITY OWNERSHIP FOR WOMEN WILL BE DETERMINED BY THE % OF THE ENTERPRISE OWNED BY SUCH A PERSON OR BY THE % OF SHARES OWNED BY MEMBER/S WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY MANAGEMENT OF THE COMPANY OR ENTERPRISE. **DOCUMENTS REQUIRED ARE DETAILED ON ANNEXURE B ABOVE AND MUST BE SUBMITTED WITH THE RFQ/BID RESPONSE TO CLAIM POINTS.**

% OF ENTERPRISE OWNED BY WOMEN-----%

THUS, POINTS AWARDED:  $6 \times \boxed{\phantom{000}} \times \frac{\% WO}{100} =$

**4.13.2 % OWNED BY BLACK PEOPLE**

A MAXIMUM OF TWELVE (12) POINTS WILL BE AWARDED TO A TENDERER WHO IS A BLACK AND DID NOT HAVE VOTING RIGHTS ACCORDING TO THE DEFINITION OF AN HDI. EQUITY OWNERSHIP FOR BLACKS WILL BE DETERMINED BY THE % OF THE ENTERPRISE OWNED BY SUCH A PERSON OR BY THE % OF SHARES OWNED BY MEMBERS WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY ACTIVITIES OF THE COMPANY OR ENTERPRISE. **DOCUMENTS REQUIRED ARE DETAILED ON ANNEXURE C ABOVE AND MUST BE SUBMITTED WITH THE RFQ/BID RESPONSE TO CLAIM POINTS.**

% OF ENTERPRISE OWNED BY BLACK PERSON(S) WHO DID NOT HAVE VOTING RIGHTS.....%

THUS, POINTS AWARDED:  $12 \times \boxed{\phantom{000}} \times \frac{\% BO}{100} =$

**4.13.3 SMALL, MEDIUM AND MICRO ENTERPRISES (SMME'S)**

A MAXIMUM OF TWO (2) POINTS WILL BE AWARDED TO A TENDERER WHO IS CLASSIFIED AS SMME IS THE COMPANY CLASSIFIED AS EME OR QSE? **DOCUMENTS REQUIRED MUST BE SUBMITTED WITH THE RFQ/BID RESPONSE TO CLAIM POINTS.**

YES = 2 POINTS  $\boxed{\phantom{000}} =$   
NO = 0 POINT  $\boxed{\phantom{000}} =$

4.14 THE DEPARTMENT CAN ONLY AWARD POINTS PROVIDED SUFFICIENT INFORMATION AND REQUIRED DOCUMENTS ARE CORRECTLY COMPLETED AND RETURNED WITH THE PROPOSALS IN LINE WITH LIST OF RETURNABLE DOCUMENTS ON PARAGRAPH THREE (3) ABOVE. POINTS OBTAINED FOR PRICE SHOULD BE ADDED TO POINTS OBTAINED FOR SPECIFIC GOALS.

4.15 INFORMATION ON THE DETAILED **CSD FULL REPORT (DIRECTORS / SHAREHOLDERS)** SHOULD BE THE SAME AND SUPPORTED BY **COPIES OF IDENTITY DOCUMENTS AND COMPANY REGISTRATION DOCUMENTS / SHAREHOLDER CERTIFICATES.**

**5. CRITERIA FOR BREAKING DEADLOCK IN SCORING**

- a) IF TWO OR MORE OF THE TENDERERS HAVE SCORED EQUAL TOTAL NUMBER OF POINTS, THE CONTRACT WILL BE AWARDED TO THE TENDERER THAT SCORED THE HIGHEST POINTS FOR SPECIFIC GOALS;
- b) IF TWO OR MORE TENDERES SCORE EQUAL TOTAL NUMBER OF POINTS IN ALL RESPECTS, THE AWARD WILL BE DECIDED BY THE DRAWING OF LOTS

**6. PROTECTION OF PERSONAL INFORMATION ACT (POPIA) DISCLAIMER**

**6.1 COMPLIANCE WITH PERSONAL INFORMATION ACT, 4 OF 2013**

PERSONAL INFORMATION SHARED WITH THE DEPARTMENT OF TOURISM (DEPARTMENT) SHALL BE TREATED WITH CONFIDENTIALITY AND IN COMPLIANCE WITH THE PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 (POPIA) AND OTHER APPLICABLE LAWS. FOR PURPOSES OF THIS DISCLAIMER, "PERSONAL INFORMATION" SHALL BE DEFINED AS DETAILED IN THE PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000 (PAIA) AND POPIA, AND "PROCESSING" AND "FURTHER PROCESSING" SHALL BE READ, INTERPRETED AND UNDERSTOOD AS DETAILED AND DEFINED IN POPIA.

**6.2 CONSENT TO PROCESSING AND FURTHER PROCESSING OF PERSONAL INFORMATION**

THE DEPARTMENT MAY PROCESS AND FURTHER PROCESS RECEIVED PERSONAL INFORMATION, INTERNALLY OR EXTERNALLY, IN THE EXECUTION OF ITS MANDATE AND/OR AS REQUIRED BY LAW. THE DEPARTMENT MAY SHARE PERSONAL INFORMATION WITH ITS SERVICE PROVIDERS, AGENTS, CONTRACTORS, LEGAL AND OTHER PROFESSIONAL ADVISORS AUTHORISED TO PROCESS THIS INFORMATION. THE DEPARTMENT MAY THUS PLACE RECEIVED PERSONAL INFORMATION IN THE PUBLIC DOMAIN DUE TO THE NATURE AND REQUIREMENTS OF ITS WORK.

**6.3 FURTHER PROCESSING OF PERSONAL INFORMATION**

YOU FURTHER GRANT THE DEPARTMENT EXPRESS AND/OR IMPLIED PERMISSION TO FURTHER PROCESS RECEIVED PERSONAL INFORMATION AND PLACE IT IN THE PUBLIC DOMAIN, IN THE EXECUTION OF ITS MANDATE AND STATUTORY OBLIGATIONS.

**6.4 DUTY OF CARE**

THE DEPARTMENT VALUES YOUR PRIVACY AND SHALL TAKE ALL REASONABLE MEASURES TO PROTECT RECEIVED PERSONAL INFORMATION.

**6.5 EXEMPTION FROM LIABILITY**

THE DEPARTMENT (INCLUDING ITS OFFICIALS AND/OR EMPLOYEES) ACCEPTS NO LIABILITY WHATSOEVER, FOR ANY LOSS, DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL) AND/OR EXPENSES OF ANY NATURE WHATSOEVER WHICH MAY ARISE AS A RESULT OF, OR WHICH MAY BE ATTRIBUTABLE DIRECTLY OR INDIRECTLY, FROM INFORMATION MADE AVAILABLE HEREIN, OR ACTIONS OR TRANSACTIONS RESULTING THEREFROM

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

**IT IS THE RESPONSIBILITY OF THE BIDDER TO CAREFULLY READ THE BID DOCUMENT AND UNDERSTAND THE TERMS AND CONDITIONS OF THE BID AND ADHERE TO THE MANDATORY BID REQUIREMENT AND CONDITIONS AS STATED ON PARAGRAPH 14 BELOW.**

**SIGNATURE OF BIDDER:** .....

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

**DATE:** .....

## 7. PURPOSE

7.1 The Department of Tourism (the Department) invites qualified and experienced service providers to deliver cleaning and hygiene services for three (3) years. The Department is located at Tourism House in the City of Tshwane (COT), Pretoria, 17 Trevenna Street, Sunnyside. The selected cleaning service provider will be required to deliver services from 07h:00 am to 16h:00 pm, Monday to Friday. Nine (9) hours per day and forty-five (45) hours per week.

7.2 It is the responsibility of the Department and the appointed Service Provider to ensure compliance with the Occupational Health and Safety (OHS) Act 85 of 1993 and Regulations, as amended. According to section 8 (1) of the OHS Act, the employer must provide, as far as reasonably practicable, a safe working environment that poses no risk to the health of its employees.

7.3 In terms of its strategic focus, the Department clarified its vision and mission as follows:

### 7.3.1 Vision

Leading sustainable tourism development for inclusive economic growth in South Africa.

7.3.2 **Mission** - To grow an inclusive and sustainable tourism economy through:

- Ethical, capable, and developmentally-oriented governance;
- Strategic partnerships and collaborations;
- Innovative and digitally transformed services;
- Evidence-based decision making; and
- Effective stakeholder management.

## 8. NUMBER OF PERSONNEL REQUIRED FOR CLEANING AND HYGIENE SERVICES

Total Number of Cleaners (Staff)	Number of staff per day	Days per week
10 X (including Supervisor) <i>Note: Five Males and 5 Females</i>	10	Mon – Fri (07h00 – 16h00)

## 9. BUILDING SPECIFICATIONS

No	Floor / Area	Square Meters
9.1	3 <sup>rd</sup> Floor	822 m <sup>2</sup>
9.2	4 <sup>th</sup> Floor	822 m <sup>2</sup>
9.3	5 <sup>th</sup> Floor	821 m <sup>2</sup>
9.4	6 <sup>th</sup> Floor	822 m <sup>2</sup>
9.5	7 <sup>th</sup> Floor	822 m <sup>2</sup>
9.6	8 <sup>th</sup> Floor	822 m <sup>2</sup>
9.7	11 <sup>th</sup> Floor	822 m <sup>2</sup>
9.8	Lift (total of 5)	28.1 cubic metres
9.9	Stairways ( <i>East and Western side of the building</i> )	274 m <sup>2</sup>
9.10	Restrooms/toilets	128 m <sup>2</sup>
9.11	Boardrooms ( <i>Three in total, and this m<sup>2</sup> is included on the mentioned floors</i> )	112 m <sup>2</sup>

## 10. SCOPE OF WORK AND RESPONSIBILITIES OF THE BIDDER

- 10.1 Overall, the appointed cleaning and hygiene service provider will be responsible for the following scope of work:
- 10.1.1 General cleaning services, including blinds.
  - 10.1.2 Cleaning the interior windows throughout the building and washing the curtains.
  - 10.1.3 Deep (thorough) cleaning, including disinfecting restrooms and kitchens.
  - 10.1.4 Hygiene services
  - 10.1.5 Carpet cleaning (washing).
- 10.2 The service provider will be responsible for the following:
- 10.2.1 Providing quality cleaning, hygiene, and deep-cleaning services.
  - 10.2.2 To support the Facilities Management unit by reporting defects within the operational space.
  - 10.2.3 Keep a safety file of incidents while performing the required services, and maintain an inventory list of chemicals used in the workspace.
  - 10.2.4 Dispose of sanitary items in accordance with Section 26 of the National Environmental Management Waste (NEMW) Act No. 59 of 2008 and its regulations, of which Section 26 (1) states that “ No person may-
    - (a) Dispose of waste, knowingly or negligently cause permitted waste to be disposed of, in or on any land, waterbody, or at any facility, unless the disposal of that waste is authorised by law; or
    - (b) Dispose of waste in a manner that is likely to cause pollution of the environment or harm to the health and well-being.
  - 10.2.5 Submission of a valid certificate or proof/authorisation letter of disposal for sanitary items or a third-party agreement to the department when executing the task for the contract duration. To handle and dispose of sanitary waste according to the relevant provisions of the National Health Act No 61 of 2003, as amended
  - 10.2.6 The appointed Service Provider is required to adhere to section 37.2 of the OHS.
  - 10.2.7 Ensure cleaning and hygiene are carried out according to the specifications, including employing skilled labor for the maintenance and upkeep of the departmental building.
  - 10.2.8 Provide separate gloves and other protective equipment for each area designated for cleaning bathrooms and general spaces. These items should be replaced monthly or as needed throughout the project's duration.
  - 10.2.9 Provide cleaning and hygiene services following the OHS Act No. 85 of 1993.
  - 10.2.10 The successful bidder must comply with all Acts and Regulations that govern the Cleaning Industry.
  - 10.2.11 All services must comply with HACCP (Hazard Analysis and Critical Control Points).
  - 10.2.12 Protection of state officials from injury, death, or other offenses.
  - 10.2.13 Safeguarding state property from damage, vandalism, or theft.
  - 10.2.14 Ensure that the business continues without interruption in the Department.
  - 10.2.15 Ensure that the deployed personnel present themselves in acceptable attire, such as uniforms, identification cards, or name tags that are always visible, along with any other relevant documentation. It is the bidder's responsibility to provide Personal Protective Equipment (PPE) and identification cards for the duration of the contract.
  - 10.2.16 Monitor the contract's performance and ensure employees conduct themselves well while providing cleaning services in the building.
  - 10.2.17 Always keep sufficient cleaners on hand to fulfill the obligations outlined in this tender and contract adequately.
  - 10.2.18 The service provider must offer basic employee benefits such as a pension or provident fund for their staff.
  - 10.2.19 The manager and supervisor should be available to address complaints, including overseeing the cleaners.
  - 10.2.20 Use different coloured cloths for cleaning kitchens, offices, and bathrooms.

- 10.2.21 Cleaning checklists must be displayed in all areas, including offices. Cleaners should sign the checklist after completing their cleaning, and supervisors must co-sign the checklist after conducting daily checks.
- 10.2.22 Disposable gloves should be discarded, and after use, the utility gloves should be cleaned with soap and a decontaminating solution.
- 10.2.23 Report any defective equipment and identified hazards in electrical areas to the Facilities Unit.
- 10.2.24 Keep passageways and fire doors unobstructed. Staircase doors should stay closed. Do not store items in stairways and emergency exits.
- 10.2.25 Avoid using the same mop for cleaning both kitchens and bathrooms, and ensure hygiene dispensers are filled at all times.
- 10.2.26 Adhere to the finalized contract, which includes attending monthly performance review meetings as agreed upon by the contracted parties.
- 10.2.27 Ensure that wet floor signs are visible at all times and provide the department with records of services rendered.

**11. RESPONSIBILITIES OF THE DEPARTMENT**

- 11.1 Provide cleaning chemicals that do not pose any health hazards according to the Occupational Health and Safety Act. All chemicals must include a Material Safety Data Sheet (MSDS) and be SABS approved.
- 11.2 Provide all cleaning supplies and equipment necessary for the service provider to perform daily cleaning services.
- 11.3 Service and maintain the cleaning equipment.
- 11.4 Enforce the finalized terms and conditions of the contract with the service provider.
- 11.5 Maintain and share a list of chemicals, consumables, and materials received from the service provider.
- 11.6 Provide changing rooms and restroom facilities.

**12. REQUIRED PERFORMANCE STANDARDS FOR THE BIDDER**

No	Service Area	Activities	Frequency
12.1	Boardrooms	Maintain and clean floors according to type, e.g., carpet or tile	Daily
		Damp wipe furniture	Daily
		Empty and clean containers (bins)	Twice a day
		Dust all the boardroom tables and chairs	Daily
12.2	Offices and Furniture	Vacuum parts of furniture covered with fabric ( <i>checklist to be signed</i> )	Weekly
		Treat upholstered or leather-covered parts of the furniture with approved consumables/chemicals.	Monthly
		Polish door handles with approved metal polish ( <i>where applicable</i> )	Weekly
		Wipe telephones with a suitable cloth.	Daily
		Polish wooden furniture everywhere with approved polish. Such polish should not be greasy, not stick after applying it	Weekly
		Cleaning of offices and open plans	Daily
12.3	Blinds	Dust and remove all dirty spots	Daily
12.4	Carpets ( <i>Estimated at 8,583 m<sup>2</sup></i> )	Vacuum carpets (checklist to be signed)	Weekly
		Vacuum carpets for common areas such as boardrooms and foyers	Weekly
		Carpets wash (after-hours or weekends)	Twice a year
12.5	Waste Disposal / Removal	Empty and clean all waste bins	Twice per day
		Remove all waste to the specified areas	Twice per day
		Remove all waste papers.	Twice per day
		Remove hazards as per prescribed regulations.	As and when required

		Clean and disinfect bins	Monthly
12.6	Restrooms and toilets / Bathrooms	Clean and sanitize all fixtures.	Daily, and when required
		Clean and sanitize all toilets, toilet seats, urinals, and basins	Daily, and when required
		Polish door handles with approved metal polish ( <i>where applicable</i> )	As needed
		Sweep and mop floors with disinfectant cleaners	Daily, and when required
		Empty all waste containers/disposals, and replace liners	As needed
		Trained staff to empty X 44 SHE bins ( <i>rest room/toilets</i> )	Weekly
		Empty and sanitize internal bins	Daily, and when required
		Replenish paper towels and toilet paper.	As needed
		Replenish the air freshener and refill the liquid soap	As needed
		Damp clean and disinfect the walls, partitions, and shelves	Daily, and when required
		Put SABS-approved chemical into toilet pans	Weekly
		Placement of approved agents in urinals to prevent clogging	Weekly
		Sills, containers, door frames/handles	Daily and when required
		Damp clean and disinfect doors, doorframes, and showers	Daily and when required
		Clean all mirrors	Daily and when required
		Clean and polish all bright metal surfaces	Daily and when required
12.7	Foyers/Comm on areas	Completely clean the interior of all Foyers	Daily and when required
12.8	Staircases	Dust and sanitize handrails and fittings	Daily
		Maintain landings, treads, and risers according to finish	Daily
		Clean fire escape.	2 x Weekly
12.9	Lifts	Floors	Twice per day
		Mirrors	Twice per day
		Doors tracks	Twice per day
		Interior & Exterior controls	Twice per day
		Brass plates	Twice per day
12.10	Kitchen	Maintain and clean floors	Daily
		Walls (marks, fingerprints etc.)	Daily
		Sinks	Daily
		Cupboards	Daily
		Drawers	Daily
		Microwaves	When needed
		Refrigerators	Monthly
12.11	Office glass partitioning	Remove all dirty spots on the glass partitioning	Weekly
		Wash the glass (inside and outside) using equipment that will not scratch the surface.	Monthly

### 13. DEEP CLEANING, INTERIOR WINDOW CLEANING, AND CURTAINS.

Table 13.1: Quarterly Service

No	Item / Description	Frequency
a	Deep cleaning, including sanitary fixtures	Quarterly
b	Interior window cleaning	

Table 13.2: Bi-Annual

No	Item / Description	Frequency
a	Carpet wash, estimated at 8,583 m <sup>2</sup> (service provider to supply industrial machines or appropriate equipment for the service)	Biannually (twice in twelve months)

Table 13.3: Annual Service

No	Item / Description	Frequency
a	Curtain cleaning on two floors (weight estimated at 139.2kg)	Annually

**13.4 Important notice to the bidders regarding the services mentioned in Paragraph 13 above:**

- 13.4.1 The appointed service provider must supply personnel with all necessary chemicals, materials, and equipment for deep cleaning, interior window cleaning, carpet washing, and curtain cleaning.
- 13.4.2 All chemicals must have a Material Safety Data Sheet (MSDS) and be South African Bureau of Standards (SABS) approved. Provide environmentally friendly cleaning materials and equipment that meet the applicable SABS standards.
- 13.4.3 Regulations for hazardous chemical substances must always be followed.
- 13.4.4 The total tendered price for the three-year contract must include the costs of interior window cleaning, deep cleaning including sanitary features, curtain cleaning on two floors, and carpet washing for the duration of the contract.
- 13.4.5 Services that will be provided quarterly, biannually, and annually will be paid by the department as they are rendered during the contract period.

**14. MANDATORY BID REQUIREMENTS AND CONDITIONS**

***Failure to provide or meet the mandatory requirements listed below will result in disqualification, and the bid will not be considered for further evaluation.***

- 14.1. According to Treasury Regulation 16A.9.2, the Department may disregard the bid of any bidder if that bidder, or its directors –
  - 14.1.1. Have abused the institution’s supply chain management system;
  - 14.1.2. Have committed fraud or any other improper conduct in relation to such system; or
  - 14.1.3. Have failed to perform on any previous contract.
- 14.2. Only Bidders or any of its Directors/ Shareholders not listed on the register of Tender Defaulters and not prohibited from doing business with the public sector, may apply.
- 14.3. The bidder must be registered or have membership with a recognized cleaning association in South Africa. A valid copy of the certificate or proof of registration or membership must be submitted with the bid before the closing date and time.
- 14.4. A valid letter of good standing from the Workman’s Compensation Commissioner (**COIDA**) in the name of the Company or Close Corporation must be submitted.
- 14.5. The bidder must have an established office in Gauteng Province. Please provide documentary proof in the name of the bidder indicating the physical address, such as (a) a valid lease agreement or (b) a municipality statement (utility bill or invoice) that is not older than three (3) months from the closing date of this bid or (c) letter from tribal (traditional) authority not older than three (03) months from the closing date of this bid.
- 14.6. Only South African-registered companies are allowed to bid. Companies must be owned by South African citizens, as the skills required for this project are not scarce.

## 15. PRICING SCHEDULE

- 15.1. It is essential for the bidder to submit a three-year bid pricing schedule that includes all items described in the scope of work and the bidder's responsibilities, including the services outlined in Paragraph 13 above (*deep cleaning, carpet wash, window and curtain cleaning*).
- 15.2. The department will accept and consider any format or template of pricing schedule submitted by the bidder. For completeness and correctness, it is the bidder's responsibility to ensure that the total bid price for three (03) years includes all applicable taxes, operational costs, and other costs described and explained in this bid.
- 15.3. During the contract duration, the Department will consider requests for price adjustments, provided sufficient information is available to justify approval, such as Sectoral Determination and/or amendments to the National Minimum Wage Act No. 9 of 2018 (NMWA).

## 16. DUE DILIGENCE

- 16.1. Conduct due diligence before the final award and perform site inspections only for the top three (03) highest-scoring bidders. During the due diligence process, the information submitted by the bidder in **paragraph 14.5** above will be verified. The department reserves the right to eliminate and disqualify the bidder if any misrepresentation is found in the submitted bid. The bidder will be disqualified if the office is deemed unsuitable for managing this project.
- 16.2. During the due diligence process, the bidder's pricing information will be verified. Any misrepresentation, such as underquoting wages, contrary to the National Minimum Wage Act No. 9 of 2018 (NMWA), specified in page 5, Paragraph 3, Area – A of Sectoral Determination 1: Contract Cleaning Sector, per Government Gazette No.52053, [https://www.labour.gov.za/DocumentCenter/Sectoral%20determinations/National%20Minimum%20Wage/National%20Minimum%20Wage%20\(NMW\)%20Amendment%202025.pdf](https://www.labour.gov.za/DocumentCenter/Sectoral%20determinations/National%20Minimum%20Wage/National%20Minimum%20Wage%20(NMW)%20Amendment%202025.pdf) dated 04 February 2025, may lead to disqualification. The department reserves the right to eliminate and disqualify the bidder at any stage of the bidding process if the submission does not meet the minimum wage requirements for cleaners as specified by the sectoral determination.
- 16.3. The Department reserves the right to request bidders to provide a detailed cost breakdown for each item either before or after the award; however, the total tendered price submitted must remain the same.
- 16.4. Only wages for cleaners submitted for this bid will be considered non-firm and may be subject to price adjustments by the department, in accordance with the Sectoral Determination of Contract Cleaning Sector minimum hourly rates issued and published by the relevant authority for the contract duration.
- 16.5. The successful service provider shall be required to submit to the Department every month evidence of the wages or salaries of cleaning staff members deployed to the site to confirm whether the staff members are paid the minimum amount following the sectoral determination or a signed letter confirming payment of cleaners as per the sectoral determination.
- 16.6. Should, at any stage of the bidding process or during contract execution, the Department prove that the selected and appointed company is non-compliant, action will be taken following the provisions of the contract and any other applicable laws and regulations.
- 16.7. If the personnel and cleaners are unavailable to be deployed to the department for any reason by the project's start date or during the project implementation, the appointed bidder must replace and submit the CVs of personnel with the same capabilities required for this tender to the department, which will be included in the contract for successful project implementation.
- 16.8. Within four (4) months of the contract start date, the appointed cleaning service provider and personnel deployed to the site will undergo vetting. The appointed service provider must also submit a South African Police Services (SAPS) clearance certificate at their expense. If adverse findings arise, the Department will act against the service provider, including terminating the contract.

## 17. EVALUATION CRITERIA AND WEIGHTING

### 17.1. The following rating scale shall be applied:

Rating	Definition	Score
<b>Excellent</b>	<b>Exceeds</b> the requirement. <b>Exceptional demonstration</b> by the supplier of the relevant ability, understanding, experience, skills, and resources and quality measures required to provide the goods/services. The response identifies factors that offer potential added value, accompanied by supporting evidence.	<b>5</b>
<b>Good</b>	<b>Satisfies</b> the requirement with <b>minor additional benefits</b> . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resources, and quality measures required to provide the goods/services. The response identifies factors that offer potential added value, accompanied by supporting evidence.	<b>4</b>
<b>Acceptable</b>	<b>Satisfies</b> the requirement. <b>Demonstration</b> by the supplier of the relevant ability, understanding, experience, skills, resources, and quality measures required to provide the goods/services, with supporting evidence.	<b>3</b>
<b>Minor Reservations</b>	Satisfies the requirement with <b>minor reservations</b> . Some minor reservations about the supplier's relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods/services, with little or no supporting evidence.	<b>2</b>
<b>Serious Reservations</b>	Satisfies the requirement with <b>significant reservations</b> . Considerable reservations about the supplier's relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods/services, with little or no supporting evidence.	<b>1</b>

**18. THE EVALUATION CRITERIA ARE AS FOLLOWS:**

No	Criteria description	Documents to be submitted	Weight (100)																																						
18.1	<b>Bidder's relevant experience and track record</b>	<b>Documents to be submitted</b>	<b>Weight</b>																																						
	<p>The bidder should have experience and a proven track record in cleaning and hygiene services across the public, private, and both sectors, including public entities and other organizations.</p> <ul style="list-style-type: none"> <li>• More than five years of experience in the industry = <b>5 points</b></li> <li>• More than four years but not exceeding five years of experience in the industry = <b>4 points</b></li> <li>• More than three years but not exceeding four years of experience in the industry = <b>3 points</b></li> <li>• More than two years but not exceeding three years in the industry = <b>2 points</b></li> <li>• Up to two years of experience in the industry = <b>1 point.</b></li> </ul> <p><b>Note :</b></p> <ul style="list-style-type: none"> <li>✓ For this tender, the company's experience will be counted in cumulative calendar months until <b>31 December 2025</b>;</li> <li>✓ Bidders <b>should</b> use the cumulative table template or duplicate the same table format and submit it with the bid; and</li> <li>✓ For example, if two or more cleaning and hygiene projects were carried out simultaneously by the bidder from <b>January 2022 to December 2022</b>, the Department will count the experience gained during that period as one year, not two years.</li> </ul> <p><b><u>Company Name: Tender General Dealer PTY LTD</u></b></p> <p><b>Example of Cumulative Table A: Company experience</b></p> <table border="1" data-bbox="161 1193 1254 1465"> <thead> <tr> <th rowspan="2">No</th> <th rowspan="2">Previous Clients</th> <th rowspan="2">Contract value</th> <th colspan="2">Period / Duration</th> <th rowspan="2">Cumulative Experience</th> </tr> <tr> <th>Start Date</th> <th>End Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Client 1</td> <td>R315 000,00</td> <td>01/01/2022</td> <td>31/12/2023</td> <td>2 years</td> </tr> <tr> <td>2</td> <td>Client 2</td> <td>R370 000,00</td> <td>01/01/2022</td> <td>31/07/2024</td> <td>7 months</td> </tr> <tr> <td>3</td> <td>Client 3</td> <td>R450 000,00</td> <td>01/01/2022</td> <td>31/10/2024</td> <td>3 months</td> </tr> <tr> <td>4</td> <td>Client 4</td> <td>R550 000,00</td> <td>01/01/2022</td> <td>31/10/2025</td> <td>1 year</td> </tr> <tr> <td colspan="5"><b>Total cumulative experience</b></td> <td><b>3 years and 10 months</b></td> </tr> </tbody> </table>	No	Previous Clients	Contract value	Period / Duration		Cumulative Experience	Start Date	End Date	1	Client 1	R315 000,00	01/01/2022	31/12/2023	2 years	2	Client 2	R370 000,00	01/01/2022	31/07/2024	7 months	3	Client 3	R450 000,00	01/01/2022	31/10/2024	3 months	4	Client 4	R550 000,00	01/01/2022	31/10/2025	1 year	<b>Total cumulative experience</b>					<b>3 years and 10 months</b>	<p>Submit a detailed company profile listing all previous cleaning and hygiene services contracts.</p> <p>As a minimum, the following information should be included - provide reference letters:</p> <ol style="list-style-type: none"> <li>a) Previous clients;</li> <li>b) Contract value;</li> <li>c) Period/duration consisting of start and end date of the project;</li> <li>d) Type of services rendered to the clients;</li> <li>e) Client or project contact person;</li> <li>f) Client contact number and email address.</li> <li>g) State the number of personnel responsible for the clients/site.</li> <li>h) The cumulative table of bidders' experience in the cleaning and hygiene industry should be organized from the earliest relevant year to the most recent. <i>(Refer to attached <b>Annexure CT - Cumulative Table for duplication or completion. The completed or duplicated table must be returned with the bid proposal).</b></i></li> </ol>	<b>20</b>
No	Previous Clients				Contract value	Period / Duration		Cumulative Experience																																	
		Start Date	End Date																																						
1	Client 1	R315 000,00	01/01/2022	31/12/2023	2 years																																				
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<b>Total cumulative experience</b>					<b>3 years and 10 months</b>																																				

18.2	Provision of reference letter/s	Documents to be submitted	Weight
	<p>The department will consider reference letters for cleaning and hygiene services successfully rendered.</p> <p><b>Note:</b> Only reference letters for projects completed with a minimum of <b>R 300,000.00</b> (including applicable taxes) will be considered.</p> <ul style="list-style-type: none"> <li>• Four or more reference letters indicating the cleaning and hygiene services that were successfully completed/rendered = <b>5 points</b></li> <li>• Three reference letters indicating the cleaning and hygiene services that were successfully completed or rendered = <b>4 points</b></li> <li>• Two reference letters indicating the cleaning and hygiene services that were successfully completed = <b>3 points</b></li> <li>• One reference letter indicating the cleaning and hygiene services that were successfully completed/rendered = <b>2 points</b></li> <li>• Failure to submit the required reference/s letter/s indicating the cleaning and hygiene services that was successfully completed/rendered = <b>1 point</b></li> </ul>	<p>The bidder should submit reference letters on letterhead from companies where the cleaning and hygiene services were successfully completed or rendered. Letters must be dated and signed by the delegated authority or head of the company or client's project.</p> <p>Copies of orders from companies or institutions, letters of appointment, or signed contracts should be attached and submitted with reference letters.</p> <p>At a minimum, the reference letter(s) must indicate or include the following:</p> <ol style="list-style-type: none"> <li>a) Value of the contract/project</li> <li>b) Duration of the contract</li> <li>c) Brief description of services rendered</li> <li>d) Contact information of the client</li> </ol>	<b>35</b>
18.3	Methodology and approach to the project	Documents to be submitted	Weight
	<p><b>Understanding of the brief and scope of work:</b> Detail how the service described in the terms of reference will be executed and monitored throughout the project.</p> <ul style="list-style-type: none"> <li>• Proposal is comprehensive and addresses all areas of the project, including alignment with best practices and industry standards, change management, creative solutions, and demonstrates a commitment to environmental responsibility = <b>5 points</b></li> <li>• Proposal addresses most of the areas of the project, understanding of the project objectives, and demonstrates consideration for environmental impact = <b>4 points</b></li> <li>• Proposal addresses a few areas of the project and shows a logical approach to the project = <b>3 points</b></li> <li>• Proposal partially addresses certain areas of the project, but is not coherent and logical in the approach = <b>2 points</b></li> <li>• Proposal fails to address any of the areas of the project = <b>1 point</b></li> </ul>	<p>Proposals and methodology must be clearly labeled and packaged. Bidders should illustrate in their proposals how they will deliver the services. The bidder's proposal must address the following areas:</p> <ol style="list-style-type: none"> <li>a) Understanding of the Environmental regulations and the OHS Act and its regulations</li> <li>b) Staff and management CVs with relevant experience to be responsible for this project.</li> <li>c) Project Monitoring Plan and Organogram</li> <li>d) Risk identification and mitigation strategy</li> <li>e) Attach the admin, payroll system, and format of monthly cleaning reports</li> <li>f) Cleaning programme – template</li> <li>g) Strategy for recruiting and placing cleaning personnel</li> </ol>	<b>40</b>

18.4	Public Liability Insurance (R - millions)	Documents to be submitted	Weight
	<p><b>The public liability insurance will be evaluated according to the scoring matrix below:</b></p> <ul style="list-style-type: none"> <li>• Public liability above the value/amount of R 5 000 000 = <b>5 points</b></li> <li>• Public liability above the value/amount of R 3 000 000 but not exceeding R 5 000 000 = <b>4 points</b></li> <li>• Public liability above the value/amount of R 2 000 000 but not exceeding R 3 000 000 = <b>3 points</b></li> <li>• Public liability above the value/amount of R 1 000 000 but not exceeding R 2 000 000 = <b>2 points</b></li> <li>• Public liability up to the value/amount of R 1 000 000 = <b>1 point</b></li> </ul>	<p>Attach proof of the bidder's public liability insurance cover/letter stating clearly the total value or amount.</p>	<b>05</b>

## 19. TENDER EVALUATION PROCESS

The 80/20 preference point system will be used for this bid, following the PFMA and relevant laws and regulations that govern bidding processes within Supply Chain Management. This bid will be evaluated as follows:

### 19.1. First Stage: Mandatory bid requirements/conditions

Bids or tender proposals will first be evaluated for responsiveness and adherence to the mandatory bid conditions as stipulated in **Paragraph 14** above. The absence of required documents or the inability to verify submitted documents will result in the bid/tender proposal being rejected, disqualifying it from further evaluation.

### 19.1 Second Stage: Functionality

Bidders who comply with all mandatory requirements will then be evaluated and assessed on functionality in accordance with **Paragraph 18** above, where the bidder must obtain a minimum of **70 out of 100** points. If a bidder fails to achieve at least **70 points out of 100** as the threshold for functionality, that bidder will be eliminated and not considered for the next stage of calculating and allocating points for Price and Specific Goals.

### 19.2 Third Stage: Price and Preference Points (Specific Goals)

All bidders who achieve a minimum threshold of **70 points** in functionality will be evaluated under the **80/20** preferential point system. A maximum of **80 points** will be allocated for Price, and **20 points** for Specific goals (**Annexure B, C & D – returnable schedules**) will be used to allocate points based on the information submitted by bidders.

## 20 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

20.1 The bidder should note that the terms of its bid will be incorporated into the contract by reference and that the Department relies on the bidder's bid as a material representation when making an award to a successful bidder and in concluding a contract with the bidder.

20.2 It follows that misrepresentations in a bid will result in service termination and a claim by the Department against the bidder, regardless of the contract's conclusion between the Department and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the contract established between the parties, the agreement shall prevail.

## 21 PREPARATION COST

The Bidder will bear all costs associated with preparing, submitting, and presenting any response to this bid, including other expenses incurred throughout the bidding process. Furthermore, no statement in this bid will be construed as placing the Department, its employees, or its agents under any obligation whatsoever, including any costs, expenses, or losses incurred by the bidder(s) in preparing their response to this bid.

## 22 FRONTING, COLLUSION, FRAUD, BRIBERY, AND CORRUPTION.

All bidders are required to conduct themselves honestly, and any attempts by the bidder(s) to influence evaluation or award decisions in any way will result in the rejection and disqualification of the bidder's proposal. The Department maintains a zero-tolerance policy towards corruption and will strive to promote a culture of accountability and transparency. Internal and external stakeholders are encouraged to use the hotline at 0800 701 701 to report concerns or fraudulent activities. However, whistleblowers are discouraged from making false allegations with malicious intent.

## 23 SECURITY SCREENING, OATH OF SECRECY, AND VETTING

All personnel, management, and directors of the appointed service provider responsible for the site will undergo security vetting and must sign a declaration of secrecy. The Department reserves the right to take action or terminate the contract should there be adverse findings or outcomes from the vetting process and SAPS clearance.

## 24 SUBMISSION OF BIDS

Original bid/tender proposals must be submitted in a sealed envelope or suitable cover, with the name and address of the bidder, the bid number, and the closing date and time visible and marked "**APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF TOURISM FOR A PERIOD OF THREE (3) YEARS.**" **NDT001/26**

## 25 BID CLOSING DATE, TIME & DELIVERY ADDRESS:

DATE : 18 February 2026  
TIME : 11:00  
VENUE : 17 Trevenna Street, Tourism House, SUNNYSIDE, PRETORIA, 0002

**Bid Inquiries:** Nice Baloi ; tel. (012) 444 - 6744 or email: [nbaloi@tourism.gov.za](mailto:nbaloi@tourism.gov.za)

**Technical Enquiries:** Lucas Molefe; tel. (012) 444 - 6115 or e-mail: [lmolefe@tourism.gov.za](mailto:lmolefe@tourism.gov.za)

Thoko Selamolela; tel. (012) 444 - 6776 or email: [tselamolela@tourism.gov.za](mailto:tselamolela@tourism.gov.za)

## 26 BID / TENDER PROPOSAL OPENING

- 26.1 The Department shall publicly open and read aloud all bids received by the deadline, on the date, at the time, and in the location specified for the submission of bid or tender proposals, in the presence of any designated representatives of the bidders and anyone who chooses to attend. Only proposals that are opened and read aloud during the bid opening will be considered for further review and evaluation. All envelopes and proposals shall be opened one at a time, with the name of the prospective bidder and any other details deemed appropriate by the Department being read aloud. Bid proposals must be marked.
- 26.2 The Department shall neither discuss the merits nor reject any bid. It shall prepare a record of the bid opening. Representatives of prospective bidders who are present shall be asked to sign the record. The absence of a prospective bidder's signature on the record shall not invalidate its contents and effect. A copy of the record shall be uploaded to the department website and made available to prospective service providers and the general public.



tourism

Department:  
Tourism  
REPUBLIC OF SOUTH AFRICA

## ANNEXURE A (1)

### AUTHORITY FOR CONSORTIA OR JOINT VENTURES TO SIGN BID

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

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

held at (town): \_\_\_\_\_ on  
(date): \_\_\_\_\_

**RESOLVED that:**

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

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

In respect of the following project:

\_\_\_\_\_

---

Bid Number:

2. \* Mr. / Mrs. / Ms.: \_\_\_\_\_ in

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

and who will sign as follows:

- \_\_\_\_\_
3. 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. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postal Address: \_\_\_\_\_ (Postal Code)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Postal Code)

Telephone number: *(Dialing Code followed by number)* \_\_\_\_\_

Fax number: *(Dialing Code followed by number)* \_\_\_\_\_

Email Address: \_\_\_\_\_

**\*BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

11			
12			
13			
14			
15			

**Note:**

- \* Delete which is not applicable.*
- NB.** *This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Bidding Enterprise.*
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

	<b>ENTERPRISE STAMP</b> (If Any)



tourism

Department:  
Tourism  
REPUBLIC OF SOUTH AFRICA

**ANNEXURE A (2)**  
**SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the duly authorised 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, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_

7. \_\_\_\_\_

\_\_\_\_\_

8. \_\_\_\_\_

\_\_\_\_\_

held at: \_\_\_\_\_ (place)  
on \_\_\_\_\_ (date)

**RESOLVED that:**

A. The above-mentioned Enterprises submits a Tender in Consortium/Joint Venture to the Department of Tourism in respect of the following project:

---

Tender Number:

B. 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 the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender 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 fulfillment 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 fulfillment 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:

---

---

---

---

(Postal Code)

Postal Address:

---

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Postal Code)

*(Dialing Code followed by  
number)*

\_\_\_\_\_

*(Dialing Code followed by  
number)*

\_\_\_\_\_

Telephone number:

Fax number:

Email Address :

\_\_\_\_\_

**\*BOARD OF DIRECTORS / MEMBERS / PARTNERS in Consortium of Joint Venture**

	<b>Name</b>	<b>Capacity</b>	<b>Signature</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			

10			
11			
12			
13			
14			
15			

**Note:**

1. \* Delete which is not applicable.
2. **NB.** This resolution / Power of Attorney must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.



**tourism**

Department:  
Tourism  
REPUBLIC OF SOUTH AFRICA

**ANNEXURE A (3)  
JOINT VENTURES INVOLVEMENT DECLARATION**

<b>Project title:</b>			
<b>Bid no:</b>			

**DECLARATION RELATING TO A BID SUBMITTED BY A  
JOINT VENTURE:**

I/We the undersigned parties do hereby declare that our respective involvement in the project, of which I/we tender by Joint Venture, would be as follows: -

<b>Party No. 1</b>		
Name		
Address		
Percentage involvement	%	

<b>Party No. 2</b>		
Name		
Address		
Percentage involvement	%	

<b>Party No. 3</b>		
Name		
Address		
Percentage involvement	%	



# ANNEXURE CT

**BID DESCRIPTION : APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES TO THE DEPARTMENT OF TOURISM FOR A PERIOD OF THREE (3) YEARS**

**BID NUMBER : NDT0001/26**

**BIDDER'S NAME:**

**TABLE OF CUMULATIVE EXPERIENCE**

No	Previous Clients	Contract value	Period / Duration		Cumulative Experience
			Start Date	End Date	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

## ANNEXURE D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Vat Number (If applicable)</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</li> </ul> </li> </ul>
<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</li> </ul>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_(DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths

Signature & stamp

Date:

## ANNEXURE D

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY ONLY – GENERAL - which include (Not Limited to) Non-Profit Organisations, Non-Profit Companies, Public Benefit Organisations etc.**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Vat Number (If applicable)</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (NPO, PBO etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation-             <ol style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</li> </ol> </li> </ol>
<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <ol style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</li> </ol>

3. I hereby declare under Oath that:

- The Enterprise has \_\_\_\_\_% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has \_\_\_\_\_% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has \_\_\_\_\_% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_(DD/MM/YYYY), the annual Total Revenue/Allocated Budget/Gross Receipts was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Beneficiaries	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

- 4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths

Signature & stamp

Date:

## ANNEXURE D

### SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – SPECIALISED ENTITY - GENERAL - which include (Not Limited to) Non-Profit Organisations, Non-Profit Companies, Public Benefit Organisations etc.

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Vat Number (If applicable)</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (NPO, PBO etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</li> </ul> </li> </ul>
<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</li> </ul>

3. I hereby declare under Oath that:

- The Enterprise has \_\_\_\_\_% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has \_\_\_\_\_% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has \_\_\_\_\_% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_(DD/MM/YYYY), the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths

Signature & stamp

Date:

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Vat Number (If applicable)</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation-             <ol style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</li> </ol> </li> </ol>
<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <ol style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</li> </ol>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ (DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp  
 Date:



## ANNEXURE E

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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



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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

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

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



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**

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**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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



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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender





**SBD 6.1  
 ANNEXURE F**

**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 (80/20 system)	Number of points claimed (80/20 system)
Women ownership	06	
Black ownership	12	
SMMEs	02	

**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;



**SBD 6.1**  
**ANNEXURE F**

- 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:** .....

.....

.....

.....

.....

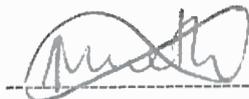
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**GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**

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**DEPARTMENT OF EMPLOYMENT AND LABOUR****NO. R. 5830****4 February 2025****NATIONAL MINIMUM WAGE ACT NO. 9 OF 2018**

I, Nomakhosazana Meth, Minister of Employment and Labour, hereby in terms of section 6(5) of the National Minimum Wage Act, No. 9 of 2018, amend the national minimum wages contained in Schedule 1 and Schedule 2 of the National Minimum Wage Act, published under Government Notice No. 11664 of 2 February 2024, in accordance with the schedules hereto and fix the 1 March 2025 as the date on which this amendment shall become binding.



-----  
MS. N METH, MP  
MINISTER OF EMPLOYMENT AND LABOUR  
DATE: 31 January 2025

**SCHEDULE 1**  
**NATIONAL MINIMUM WAGE**  
**(SECTION 6(5))**

1. Substitute clause 1 under schedule 1 as reflected in Government Gazette No. 11664 of 2 February 2024 with the following:
  1. Subject to item 2, the national minimum wage is **R28,79** for each ordinary hour worked.
  2. Despite item 1—
    - (a) farm workers are entitled to a minimum wage of **R28,79** per hour;
    - (b) domestic workers are entitled to a minimum wage of **R28,79** per hour;
    - (c) workers employed on an expanded public works programme are entitled to a minimum wage of **R15,83** per hour; and
    - (d) workers who have concluded learnership agreements contemplated in section 17 of the Skills Development Act, 1998 (Act No. 97 of 1998), are entitled to the allowances contained in Schedule 2.

**SCHEDULE 2**  
**LEARNERSHIP ALLOWANCES**  
**(Section 6(5))**

2. Substitute schedule 2: Learnership allowance as reflected in Government Gazette No. 11664 of 2 February 2024 with the following:

NQF level	Credits already earned by learner	Minimum allowance per week
Level 1 to 2	0 – 120	433,33
	121 – 240	866,61
Level 3	0 – 120	433,33
	121 – 240	816,13
	241 – 360	1336,07
Level 4	0 – 120	433,33
	121 – 240	866,70
	241 – 360	1336,07
	361 – 480	1949,91
Level 5 to 8	0 – 120	433,33
	121 – 240	938,82
	241 – 360	1404,67
	361 – 480	1978,85
	481 – 600	2527,66

**SECTORAL DETERMINATION 1: CONTRACT CLEANING SECTOR**

3. Substitute Contract Cleaning Sector minimum wages as reflected in Government Gazette No. 11664, published on 2 February 2024 with the following:

<b>Minimum hourly rates for Contract Cleaning employees</b>						
<b>Area A</b>			<b>Area B</b>	<b>Area C</b>		
<b>Metropolitan Councils:</b>  City of Cape Town, Greater East Rand Metro, City of Johannesburg, Tshwane and Nelson Mandela.			<b>All Areas in KwaZulu-Natal</b>  <i>NB: Conditions of employment and minimum wage rates for KwaZulu-Natal areas shall be subjected to the collective agreement concluded in the Bargaining Council for the Contract Cleaning Service Industry (BCCCI).</i>	<b>In the rest of the RSA</b>		
<b>Local Council:</b>  Emfuleni, Merafong, Mogale City, Metsimaholo, Randfontein, Stellenbosch, Westonaria.						
<b>Rate per hour</b>	<b>*Rate per week</b>	<b>*Rate per month</b>	<b>Rate per hour</b>	<b>Rate per hour</b>	<b>*Rate per week</b>	<b>*Rate per month</b>
<b>R31,69</b>	<b>R1426,05</b>	<b>R6179,07</b>	<b>BCCCI rates apply</b>	<b>R28,89</b>	<b>R1300,05</b>	<b>R5633,12</b>

\*Weekly rate is based on a 45-hour working week.

\*Monthly rate is based on 4.333 weeks.

\*Any provider that contracts with a contract cleaning company at levels that makes it impossible for the contract cleaning company to meet its obligations in terms of the National Minimum Wage or the Basic Conditions of Employment Acts can be held liable in terms of section 200B of the Labour Relations Act 66 of 1995.

**SECTORAL DETERMINATION 9: WHOLESALE AND RETAIL SECTOR**

4. Substitute Wholesale and Retail Sector minimum wages as reflected in Government Gazette No. 11664 of 2 February 2024 with the following:

<b>Table 1: Area A</b>					
<b>Metropolitan and Local Municipality</b>					
<b>Bergrivier, Breede Valley, Buffalo City, Cape Agulhas, Cederberg, City of Cape Town, City of Johannesburg Metropolitan Municipality, City of Tshwane, Drakenstein, Ekurhuleni, Emalahleni, Emfuleni, EtheKwini Metropolitan Unicity, Gamagara, George, Hibiscus Coast, Karoo Hoogland, Kgatelopele, //Khara Hais, Knysna, Kungwini, Kouga, Hessequa local authority, Lesedi, Makana, Mangaung, Matzikama, Metsimaholo, Middelburg (Mpumalanga), Midvaal, Mngeni, Mogale, Mosselbaai, Msunduzi, Mtubatuba, Nama Khoi, Nelson Mandela, Nokeng tsa Taemane, Oudtshoorn, Overstrand, Plettenbergbaai, Potchefstroom, Randfontein, Richtersveld, Saldanha Bay, Sol Plaatjie, Stellenbosch, Swartland, Swellendam, Theewaterskloof, Umdoni, uMhlathuze and Witzenberg.</b>					
	27 Hrs or less		CI 2 (2)		
	CI 2 (3)(b)	CI 2(3)(a)			
<b>Job category</b>	<b>R.p.h</b>	<b>R.p.h</b>	<b>R.p.h.</b>	<b>R.p.w</b>	<b>R.p.m</b>
<b>General Assistant/Trolley Collector</b>	28,79	33,84	28,79	1295,55	5613,62
<b>Security Guard</b>	28,79	34,39	28,79	1295,55	5613,62
<b>Forklift Operator</b>	28,79	36,74	28,79	1295,55	5613,62
<b>Driver &lt; 3500kg</b>	28,79	37,48	28,79	1295,55	5613,62
<b>Merchandiser/Shop Assistant/Checker/Deli Assistant</b>	31,09	38,89	28,79	1295,55	5613,62
<b>Cashier</b>	32,97	41,23	31,85	1433,25	6210,27
<b>Driver 3501 &lt;9000kg</b>	35,87	44,83	34,62	1557,90	6750,38
<b>Clerk/Sales Assistant/Sales person/Block man/Baker</b>	38,82	48,51	37,49	1687,05	7309,99
<b>Driver 9001 &lt;16000kg</b>	39,07	48,81	37,68	1695,60	7347,03
<b>Displayer</b>	40,32	50,38	38,92	1751,40	7588,82
<b>Driver 16001kg &gt;</b>	42,89	53,63	41,41	1863,45	8074,33
<b>Supervisor</b>	47,75	59,71	46,11	2074,95	8990,76
<b>Trainee Manager</b>	51,57	64,48	49,81	2241,45	9712,20
<b>Assistant Manager</b>	56,18	70,24	54,21	2439,45	10570,14
<b>Manager</b>	61,58	76,97	59,46	2675,70	11593,81

<b>Table 2: Area B</b>					
<b>Metropolitan and Local Municipality</b>					
<b>NOT MENTIONED IN AREA A</b>					
	<b>27 Hrs or less</b>		<b>CI 2 (2)</b>		
	<b>CI 2 (3)(b)</b>	<b>CI 2(3)(a)</b>			
<b>Job category</b>	<b>R.p.h</b>	<b>R.p.h</b>	<b>R.p.h.</b>	<b>R.p.w</b>	<b>R.p.m</b>
<b>General Assistant/Trolley Collector</b>	28,79	31,59	28,79	1295,55	5613,62
<b>Security Guard</b>	28,79	34,39	28,79	1295,55	5613,62
<b>Forklift Operator</b>	28,79	31,82	28,79	1295,55	5613,62
<b>Driver &lt; 3500kg</b>	28,79	32,65	28,79	1295,55	5613,62
<b>Merchandiser/Shop Assistant/Checker/Deli Assistant</b>	28,79	34,38	28,79	1295,55	5613,62
<b>Cashier</b>	28,79	36,43	28,79	1295,55	5613,62
<b>Driver 3501 &lt;9000kg</b>	31,22	39,04	28,79	1295,55	5613,62
<b>Clerk/Sales Assistant/Sales person/Block man/Baker</b>	38,82	48,51	33,03	1486,35	6440,35
<b>Driver 9001 &lt;16000kg</b>	37,35	46,70	35,83	1612,35	6986,31
<b>Displayer</b>	33,26	41,58	31,95	1437,75	6229,77
<b>Driver 16001kg&gt;</b>	41,05	51,32	39,40	1773,00	7682,41
<b>Supervisor</b>	41,74	52,20	40,09	1804,05	7816,95
<b>Trainee Manager</b>	44,68	55,84	42,86	1928,70	8357,06
<b>Assistant Manager</b>	49,26	61,58	47,20	2124,00	9203,29
<b>Manager</b>	53,42	66,76	51,19	2303,55	9981,28

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

## **NOTES**

The purpose of this document is to:

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

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

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

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10. Delivery and documents
11. Insurance
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20. Subcontracts
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## General Conditions of Contract

### 1. Definitions

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

origin and which have the potential to harm the local industries in the RSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

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

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

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

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

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

## **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (d) for each appropriate unit of the supplied goods; 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** 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.