

Province of the
EASTERN CAPE
ECONOMIC DEVELOPMENT,
ENVIRONMENTAL AFFAIRS & TOURISM

Ref: *[reference number]*

Tel: 043 605 7153 | **Fax:** 086 511 7610

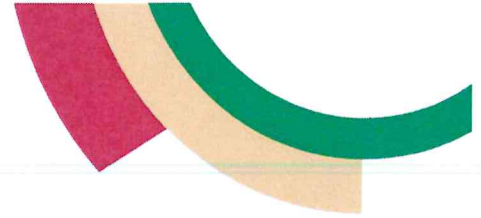
Contact Person: *[Hlokoma Mtshotshisa]*

| **Email:** Hlokoma.mtshotshisa@dedea.gov.za

www.dedea.gov.za

INVITATION TO BID

Bid No.	PP09-25/26-06(G)
Bid Description	APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER PHYSICAL CLEANING SERVICES ON BEHALF OF THE DEPARTMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR ALFRED NDZO REGIONAL OFFICES
Venue where Tender Box is allocated	Dept of Economic Development, Environmental Affairs and Tourism, Cnr of Independence Avenue and Siwane Avenue; Second Floor, Chungwa Building, Bisho.
Date for compulsory briefing session	22 September 2025 at 10h00
Venue	Dept of Economic Development, Environmental Affairs and Tourism, Office no. 20, ERF 206, Maluti College of Education, Maluti
Bid Closing Date & Time	13 October 2025 at 11H00
Queries related to the bid must be addressed to the following:	
Technical Terms of Reference:	Mr. Sandiso Mabongo Email: Sandiso.Mabongo@dedea.gov.za All technical enquiries must be forwarded to the above e-mail address
SCM-related enquiries:	Ms Hlokoma Mtshotshisa 043 605 7153 Email: Hlokoma.mtshotshisa@dedea.gov.za
Conditions	<ul style="list-style-type: none"> Bids should be in a sealed envelope clearly marked with the above bid



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	<p>number, description, and Department of Economic Development and Environmental Affairs</p> <ul style="list-style-type: none">- The ECBD forms and all other forms relating to this bid must be completed and signed in the original in ink.- Forms with photocopies, signatures, or other such reproductions may be rejected.- Bids by telegraph, facsimile, electronically, or other similar apparatus will not be accepted.
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Suppliers who are interested in the tender must ensure that their company is registered with the Centralised Supplier Database (CSD).

The Department may not conclude any contract with the service provider that is not registered with CSD. Failure to register with CSD may invalidate your proposal.

Bidder: Failure to comply with this requirement will be regarded as non-responsive and will be disqualified

Failure to attend the compulsory briefing session will result in your proposal being regarded as non-response and lead to disqualification.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
HDI black people	04
HDI women	04
HDI youth	04
HDI living in the Eastern cape	04

HDI disabilities (proof of medical certificate)	04
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company
[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT; GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

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

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

**28. Limitation of
liability**

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

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

TERMS OF REFERENCE FOR CLEANING SERVICES

APPOINTMENT OF A SUITABLE SERVICE PROVIDER/S TO RENDER CLEANING SERVICES AT THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS AND TOURISM (DEDEAT) IN ALFRED NZO REGION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

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1. INTRODUCTION AND BACKGROUND INFORMATION

The Department of Economic Development Environmental Affairs and Tourism wishes to appoint a Service Provider to render cleaning services to Alfred Nzo region.

The cleaning services are rendered in terms of the Occupational Health and Safety Act & Regulations, 85 of 1993 section 8 (1) of the Act states that "every employer shall provide and maintain as far as possible as is reasonably, practicable, a working environment that is safe and without risk to the health of its employees. This being very critical post COVID-19 pandemic period and due to unpredictable flares of infections by the virus within our offices.

2. OBJECTIVES, SCOPE OF WORK AND DELIVERABLES

2.1 OBJECTIVES:

The objective is to procure the cleaning services, pest control, disinfecting for Covid-19 and fumigation for all the departmental offices, from a suitable qualified service provider. It is also through this procurement process that we need to encourage the promotion of participation and beneficiation to local communities.

The prospective bidder must render general cleaning services for all rooms within the offices, common areas as well as ablution facilities; by providing resources and staff to perform the cleaning services.

Develop a clear waste management plan indicating management of waste on site, collection, storage on site and appropriate disposal of waste.

2.2 SCOPE OF WORK AND DELIVERABLES

- a) Vacuum all rooms with carpets daily.
- b) Sweeping of floors of all rooms within the office including passages and stairs.
- c) Dusting of all furniture daily.
- d) Dusting and wiping of balustrades with a damp cloth daily.
- e) Toilets and sinks must be free of residues and properly cleaned with anti-bacterial soaps/detergents daily. Clean all spots on the walls in the toilets.
- f) Deep cleaning of all toilets and their walls and stone tiles monthly.
- g) Polish all wooden furniture with SABS approved wax furniture polish daily.
- h) Tiles must be free of stains.
- i) All carpets, i.e. loose, wall-to-wall and carpet tiles shall be vacuum-cleaned daily. Stains and soil-marks etc. shall be removed continuously to maintain a high degree of neatness at all times. Carpets should be deep cleaned twice a year. (only on weekends) after consultation with the Department's Manager of the office.
- j) Cleaning of all windows must be done monthly and glass doors in the buildings and main entrance (where applicable) must be cleaned daily using an SABS approved Window Cleaner.
- k) All dirty crockery (water jugs and glasses, items used during meetings) to be collected from rooms within the office and washed twice a day (In the morning and afternoon) and neatly stacked to a relevant area.
- l) All fridges and other electrical appliances must be cleaned twice a week.
- m) All upholstery blinds, curtains and pelmets shall be thoroughly steam washed/ dry cleaned/ dusted once a year and will be kept in a neat condition at all times.
- n) All blinds shall be dusted weekly.
- o) Picking up of litter inside the building, empty bins and walkways daily.

- p) Fumigation of all rooms within the office twice a year. Particularly rodents, cockroaches and snake prevention control. This must be undertaken after consultation with the Department's project manager of the office and all safety measures must be adhered to.
- q) Provide cleaning staff to perform the duties.
- r) Supply SABS approved quality Toiletries (air freshener, hand lotion, hand wash, seat wipes and she packs) daily on specified intervals.
- s) Supply of 2 ply toilet paper which is SABS approved throughout the contract period. (not less than 4 rolls per person per month).
- t) Keep records of daily monitoring of cleaning activities in each ablution, room and office.
- u) Report all leakages and breakages in the toilets and other areas within the building to departmental representative when noticed during the normal execution of your cleaning services.
- v) The damage to the departmental equipment or any building equipment that is damaged during the provision of the cleaning services which involve the employees of the service provider, the service provider will be liable for the costs to repair or buy the equipment.
- w) Cleaning of GG vehicles inside and outside.

2.3 CLEANING OF BUILDINGS GENERALLY

- a) Buildings shall be cleaned daily unless determined otherwise. Cleaning daily shall include the sweeping of all floors, steps, balconies and porches and dusting-off and wiping over with a damp cloth of all furniture, handrails, windowsills and electrical appliances so that the premises may be maintained throughout.
- b) Telephones shall be wiped clean weekly with a cloth dampened with disinfectant.
- c) Refuse including the contents of refuse-bins and waste-paper baskets shall be removed daily: refuse-bins and waste-paper baskets shall be emptied twice daily and washed and disinfected weekly.
- d) The inside of all windowpanes shall be washed once in two months.
- e) Cigarette-ends and other refuse shall be removed daily from sandboxes and pot plants containers.
- f) Water-Coolers shall be washed out thoroughly with water daily and with SABS approved cleansing agent and well rinsed twice a week. Water bottles are to be emptied and filled daily with clean water. Tumblers shall be washed daily, and disposable cups must be refilled.
- g) The dusting-off of surfaces higher than 2 meters off the floor shall be carried out once a month which shall include light fittings, high windowsills, on top of cupboards, shelves, etc., and where applicable on top of beams.
- h) Un-plastered or rough textured walls that are inclined to collect dust therefore shall be dusted at least once every three months, or if required more often to maintain a high degree of neatness. This requirement is only applicable to offices, passages, entrance halls, toilets, waiting rooms and other rooms frequented by staff or the public.
- i) All partitions, dividing walls, plastered and painted walls and walls coated with a resin-bonded finish e.g. "Spectrum", shall be washed immediately on the commencement of the contract and thereafter every three months. Spots, marks and stains shall be removed daily with a damp cloth. This requirement is only applicable to offices, passages, entrance halls, waiting rooms and other rooms frequented by staff or public.
- j) Internal fire escape stairs shall be swept and dusted every second week. If required for a neat appearance, it shall be wiped with a damp cloth.
- k) All mirrors, handrails, push-and-kick-plates, handles, switches and control panels shall be wiped clean every week with a cloth dampened with an approved disinfectant.
- l) All brass door and window frames shall be polished with a SABS approved polish twice a month.
- m) Ceilings should be dusted and cleaned at least once a month.

2.4 FLOOR SURFACES

- a) Indoor and outdoor tiles, cement floors, Floors to toilets shall be washed daily with SABS approved disinfectant added to the wash-water and dried on completion and other common areas shall be wiped daily with a moist cloth, mop or squeegee and shall be scrubbed at least once a month to always maintain a high degree of neatness.
- b) Floors covered with thermo-plastic tiles or sheeting shall be washed monthly, remove all old polish which shall be supplemented with weekly applications of non-slip and rubbed up to a high gloss to always maintain a high degree of neatness.
- c) Tiles must be polished with SABS approved polish once a week.

2.5 TOILETS

- a) All work in toilets and inside offices must be completed before 8:00 a.m.
- b) All toilets must be refreshed at least 4 times daily. (7H00 a.m., 11H00a.m., 13H00 p.m., and 15H00).
- c) Toilet pans and urinals shall be washed and disinfected daily.
- d) Wash hand basins and mirrors shall be cleaned daily.
- e) Tiled or finishing to walls shall be washed and dried once a week.
- f) Supply and service She Bins throughout the contract period.
- g) Installation and Supply of Seat Wipes for all Toilets daily.
- h) Hand paper towel Dispenser and Hand paper towel must be supplied daily.

2.6 STORE-ROOMS

Store-rooms shall be cleaned fortnightly, all empty containers and rubbish will be removed under the supervision of an official of the Department. The successful bidder shall make the necessary arrangements for obtaining access to these rooms.

2.7 REGISTRY/FILING ROOMS/FURNITURE

- a) Furniture, floors, refuse-bins, windowpanes, water-bottles, etc., in these rooms shall be kept clean. In addition to the duties referred to all shelves on which files are kept, and also on top of shelves, shall be thoroughly dusted once a month.
- b) Deep cleaning of Chairs and Couches must be done once a year.
- c) Polishing of leather seats must be done weekly.

2.8 STRONG-ROOMS

Strong rooms shall be mopped, vacuumed and dusted and once a month, the successful bidder shall arrange with the Departmental representative concerned to obtain the necessary access. The work shall be carried out under the constant supervision of an official of this Department. Safes shall be regarded as furniture and cleaned accordingly.

2.9 AUTOMATED AIRFRESHNERS

- a) Air Fresheners (Digital) and Refills for corridors.
- b) Air Fresheners (Digital) and Refills for Toilets.
- c) Air Fresheners (Digital) and Refills for Boardrooms.

2.10 INTERIOR WINDOW CLEANING

- a) The successful bidder will ensure that all internal windows, interior glass partitioning, mirrors and door viewing panels are cleaned to the full height.
- b) Ensure that window cleaning equipment utilized in the provision of the cleaning service is maintained a safe operational standard.

2.11 KITCHENS

- a) All Kitchens must be kept clean all day.
- b) Surfaces must be wiped on intervals. (7H00 a.m., 11H00 a.m. and 13H00 p.m. and 15H00).
- c) Floors must be mopped daily and on intervals throughout the day.
- d) Soap Dispenser and approved Dish Washing liquid must be supplied daily or when used up.
- e) Dustbins must be provided and must be kept clean and emptied daily.
- f) Hand paper towel dispenser and hand paper towel must be supplied daily or when used up.

2.12 TOILETRIES

- a) Provision of hand soap.
- b) Provision of hand lotion.
- c) Cistern blocks.
- d) Seat wipe dispensers for all toilets.
- e) Hand Paper roll for all toilets.
- f) Refill air freshener.
- g) Refill urinal sanitizer.
- h) Provision of refuse bags.
- i) 2 Ply SABS approved Toilet Paper.
- j) She Packets.
- k) Paper Towel.
- l) Toilet Brushes.

3. UNIFORM

The appointed Service Provider must always ensure that all its cleaning staff is neatly clothed in branded uniforms (with the name of the company printed there on) and name tags with necessary personal protective equipment which shall include but not be limited to for each employee:

- 3-piece X 2
- Golf T Shirt X 2 (long and short sleeve).
- Safety shoes 1 pair.
- Fleece jacket.

- masks compliant with Covid-19 requirements.

The uniform must be provided once every twelve months for each employee.

4. SECURITY IDENTIFICATION OF EMPLOYEES

The supplier must immediately after appointment before commencement of provision of services provide the department with all the documents required for screening purposes for the company and its employees.

The supplier must provide each employee with a photo identification card within two months of signing of the contract.

The card must contain the following information:

- The name of the firm (Supplier)
- Name of employee
- Identity number of the employee

The card must be worn to be visible at all times whilst on the premises of the department. The bidder must have sufficient control over the permits to prevent any unauthorized use thereof.

To ensure the quality of service rendered and to exercise control over the employees of the bidder, it is expected of the bidder to have a supervisor present on the premises during the execution of the service referred to in the agreements.

The cleaning staff must be provided with uniform clearly marked with the name of the service provider. Also, they must be provided with protective clothing within one month of signing the contract.

5. HEALTH AND SAFETY PLAN

The supplier must submit a health & safety plan. This will indicate that the prospective supplier accepts the aims and provisions of the Occupational Health & Safety Act (OHSA) 85 of 1993 and that the service provider maintains and provides as far as reasonably possible safe, healthy and hygienic conditions and practices in relation to the workplace, equipment used and safe handling of the material, disinfectants and equipment. In the plan the service provider may include health & safety policy, safe system of work especially under Covid-19 situation, activity risk control and environmental policy of the company.

6. DURATION OF THE CONTRACT

The contract will be for a thirty-six (36) month period. A Service Level Agreement will be signed with a successful bidder.

7. SITE INSPECTIONS

There will be a voluntary site inspection which will be conducted by the prospective suppliers to the site. This is to familiarize themselves with the condition and area of the site for the purpose of submitting informed proposal.

Table 1: Employee requirements in this office

Name of Regional Office	Contact Person	Number of Cleaners Required	Floor Area	No of officials
Alfred Ndzo Region	Ms Magugu: 083 254 8462		2042	52
		4		
	Supervisor for the site	1		
Total		5	2042	52

NB: In the employment of people to perform the cleaning duties at least two of the employees must be male to cater for the washing of GG vehicles.

8. SERVICE LEVEL AGREEMENT

It is recorded that the appointment of the Service Provider shall be subject to the conclusion of a Service Level Agreement to document all additional quality requirements and standards relating to the services being provided under the contract together with performance measurement provisions.

9. PROPOSED METHODOLOGY AND APPROACH

The service provider will submit a work plan that gives a detailed approach in the execution of the cleaning services to the department. The work plan must include the risk management plan to address issues pertaining to handling of chemicals and warning signs for employees using the building whilst the cleaning services are in progress.

10. BID PROCESS: PRE-QUALIFICATION

The bid process will include a pre-qualification stage where the functionality / quality of bids will be assessed. All bidders or service providers will provide a list of three (3) references who can be contacted to provide an assessment of the Service Provider's ability and / or performance on similar previous assignments. References cited must have knowledge of the Service Provider's work in all the elements for meaningful comparisons to be made.

Shortlisted bidders / service providers may be expected to make a presentation where they will demonstrate similar previous work

The elements that will be considered for determining quality/functionality are:

QUALITY / FUNCTIONALITY	Score out of 5	WEIGHT/100
Work Plan: The detailed work method that will be followed for the execution of the contract: The work plan should address all the deliverables as reflected on paragraph 2 and 5 of this document. A detailed plan showing how is the company going to execute the cleaning services.		30
If the plan addresses less than 5 points = 0		
If the plan addresses 5 points = 1		
If the plan addresses 8 points = 3		
If the plan addresses all points = 5		
Socio - Economic Beneficiation: The bidder demonstrates how local SMME's will benefit from this contract by providing a plan in relation to sourcing of cleaning material and labour from local communities. A detailed plan showing how the procurement will be done to benefit local people.		30
Does not meet the above requirements =1		
Meets the above requirements = 5		
Waste Management Plan <ul style="list-style-type: none"> The bidder demonstrates how they will ensure that waste will be properly disposed of in terms of applicable environmental prescripts. A detailed waste management showing the management of the waste from offices to storage ready for collection by the municipality for disposal and Health Care Risk Waste (Medical waste and sanitary towels) collection and disposal. 		20
Waste management plan does not address all the deliverables in the departmental cleaning protocol = 1		
Detailed waste management plan meeting requirements under deliverables as indicated in the departmental cleaning protocol = 5		
COMPANY EXPERIENCE: Bidders to submit proof of experience which must entail the following detail: <ul style="list-style-type: none"> (a) Summary of previous cleaning contracts executed detail, duration, contact details of references. (b) Attach reference letters supporting information in(a) 		20
- Company has no previous track record in providing cleaning services = 1		
- Company demonstrates 1 to 2 years track record in providing cleaning services = 2		
- Company demonstrates a greater than 2 years but less than 4 years track record in providing cleaning services = 3		
- Company demonstrates a greater than 4 years but less than 6 years track record in providing cleaning services = 4		

- Company demonstrates a greater than 6 years track record in providing cleaning services = 5		
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Bidders will be evaluated on a 5-point scale where 0 = Weak, 3 = Average, 5 = Good. Bidders will be required to obtain at least **70% (70/100)** in order to qualify for the final evaluation stage. A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as submitting a non-responsive proposal and will not be considered further.

11. MANDATORY REQUIREMENTS FOR ALL BIDS

- Resolution authorising a person to sign the bid documents.
- COIDA Letter / certificate or Tender Letter from Department of Labour. Unemployment Insurance Fund (U.I.F.) Tender Letter of good standing or Letter for tender purposes or Proof of registration) (Attach Certified Copy obtainable from the Department of Labour)
- Attended a compulsory briefing session.
- Letter of good standing or grade C rating from the bank (that will confirm that the company can obtain a loan when necessary).

12. BID PROCESS: POST-QUALIFICATION

In terms of the revised Preferential Procurement Regulations 2022, the Department will utilize the following specific goals as required by section 2(1) (d) of the Preferential Procurement Policy Framework Act:

(a) Historical Disadvantaged Individuals (HDI): see details below:

To enforce the implementation of RDP goals and to ensure local economic development for procurement above, the Department of Economic Development, Environmental affairs and Tourism shall allocate preference points to any of the following categories:

- HDI black people
- HDI youth
- HDI women
- HDI with disabilities
- HDI living in rural underdeveloped areas or township
- HDI living in Eastern Cape province
- A co-operative or non-profit organization which is at least 51% owned by black people.
- HDI who are Military veterans

Bids shall be evaluated on 80/20 principle. Preference points will be allocated as per below table

Specific Goals	Allocation of points
HDI black people	4
HDI women	4
HDI youth	4
HDI living in the Eastern Cape Province	4
• HDI with disabilities	4

13. PERFORMANCE MONITORING

The prospective supplier must assign a project leader for this project. The project leader must report to the representatives of the department about the execution of the terms of reference set out in this bid document. The project leader must submit security site reports monthly to the representative of the department in Bhisho. Quarterly meetings must be held and adhoc meetings where necessary between the departmental representatives (Bhisho) and the supplier to discuss all issues of concern identified during the month. The department will also monitor the performance of the service provider through quarterly in-loco inspections, or any frequency determined by the department.

14. CONDITIONS OF THE BID

The service provider should provide in so far as possible the following:

- a. Services rendered outside the scope of this project without the prior approval of the DEDEAT Programme Manager will not be reimbursed.
- b. If the bidders are a joint venture between BEE firm and a non-BEE firm, detail of how the work will be split between the firms should be clear such that DEDEAT can audit the actual work allocation during the delivery to enforce the transfer of skills between the firms. The percentage involvement of each company in the joint venture should also be indicated and all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment. A joint venture agreement must be attached. A disclosure of all the service providers' shareholders MUST be attached to the bid.
- c. Should a prospective service provider/consortium choose to work in a consortium with others, DEDEAT will confine its contractual dealings with the primary service provider/consortium
- d. All Project Team Members / bidders must provide a list of three (3) references who can be contacted to provide an assessment of the Project Team Members who will be working on this project as well as Service Provider's ability and /or performance on similar previous assignments.
- e. References cited must have knowledge of the Project Team Members /Service Provider's work in all the elements for meaningful comparisons to be made. If the references cited are unable to give meaningful assessments of the Project Team Members /Service Provider's previous work then the scores will reflect this.
- f. Curriculum Vitae of the Project Team members MUST be attached to the proposal document.
- g. The bidder will be monitored for compliance with all applicable legislation inclusive of National Bargain Council regulations and labour laws that deal with employee benefits such as UIF, Provident Fund and minimum wage tariffs as per cleaning industry determination and a proof of compliance will be submitted when requested by DEDEAT.
- h. Bidders' rates should not exceed those prescribed by the office of the Auditor-General (AGSA) or Department of Public Service and Administration (DPSA).
- i. DEDEAT reserves the right to invite shortlisted companies to conduct presentation of their bid proposals for final decision.
- j. The tender will be awarded subject to a legally enforceable contract being entered into between the preferred bidder and DEDEAT, which will impose material terms and conditions of the contract applicable to the parties in rendering the intended services.

- k. DEDEAT is not bound to select any of the firms' submitting proposals. DEDEAT reserves the right not to award the contract to the lowest bidding price as well as to renegotiate the bid of the preferred applicant.
- l. DEDEAT will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid and DEDEAT reserves its right to terminate the contract at such earlier time as it may decide suitable.
- m. The service provider must be cleared by the National Treasury as per section 28 of the Prevention and combating of corrupt activities act, (act 12 of 2004) and the department will implement the law, especially section 28(3)(iii).
- n. Bidders must comply with all procurement conditions of the department, including the provision of valid tax clearance certificates.
- o. Preferential Procurement Policy Framework Act (PPPFA) principles shall apply; submissions will be evaluated according to the provisions of that Act.
- p. The service provider will undergo vetting by the State Security Agency and may be disqualified or discharged if appointed, if it does not meet the security level required.
- q. Report any known or suspected corruption involving the state to 0800 701 701 as is also required in terms of section 34 of the Prevention and combating of corrupt activities act, (act 12 of 2004).
- r. The service provider contracted will provide monthly reports in relation to the wages and other benefits of its employees.
- s. The service provider will provide proof that all the legislated deductions such as UIF, Provident Fund and medical aid, etc are being deducted from the wages of employees and paid to the relevant competent authority.
- t. The service provider will provide all its employees with salary advice with all the information as required by the national determination for contract cleaners.
- u. The service provider must pay all its employees for the duration of this contract the minimum wage as stipulated in the relevant specific table for that period, for a specific area as stipulated by the collective agreement as signed by the Minister.
- v. The prospective bidder must give preference to the current employees under the cleaning contract for employment and absorb them.
- w. The department reserves the right to monitor all and any provision of this contract for compliance by the service provider.
- x. This contract may not be used to recruit employees for business gains of the service provider to the detriment of the employees (e.g. forcing employees to change from their current bank, etc).
- y. The service provider will provide the department with the payment date of all its employees, which should be standard across the company for all its employees.
- z. When there is contradiction between the national bargain council provisions and the service provider's policy the national bargain council provisions will take precedence.
- aa. When there is contradiction between the provisions of these Terms of Reference and the service provider's policy the provision of these Terms of Reference takes precedence.

15. VALIDITY PERIOD

Proposals are expected to remain valid for 90 days from submission.

16. CONTRACT PERIOD

The contract period will be a maximum of 36 months.

17. SUBMISSION OF PROPOSALS

Only bids by those entities that are registered on the DEDEAT Supplier database will be considered, you are requested to submit a costed proposal for delivering the specified services on behalf of DEDEAT. One original and two photocopies of the completed proposal shall be placed in a sealed envelope clearly marked: "CLEANING SERVICES PROVISION" and deposited in the Bid Box located at Department of **Economic Development, Environmental Affairs and Tourism**, Second Floor Chungwa Building, Cnr of Independence Avenue and Siwane Avenue, Bisho.

The closing date isof2025 and time is11 A.M..... for the receipt of completed proposals is as advertised in the call for proposals. Late proposals will not be considered. Telegraphic, telexed, facsimiled or e-mailed submissions will not be considered.

18. RETURNABLE DOCUMENTS

DOCUMENTS	CONDITIONS
A company registration certificate	Copy must be certified by a commissioner of oaths
A Company Intellectual Property Commission (CIPC)	Copy must be certified by a commissioner of oaths
BBBEE certificate	Copy must be certified by a commissioner of oaths
Resolution authorizing a particular person to sign the bid documents	
SBD 1 (invitation to bid)	
SBD3.3 (pricing schedule)	
SBD4 (declaration of interest)	
SBD6.1 (preference points claim form in terms of Preferential Procurement regulations 2017	
SBD8 (declaration of bidder's past SCM practices)	
SBD9 (certificate of independent bid determination)	
Proof of CSD	
Proof of logis number	







For bid enquiries contact:

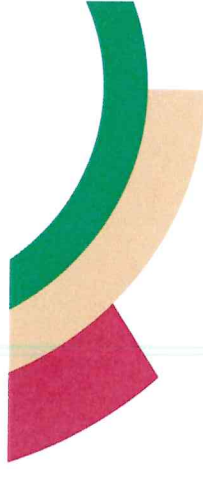
MS Hlokoma Mtshotshisa
SCM Practitioner
Supply Chain Management
Cell: 072045 8528
e-mail: hlokoma.mtshotshisa@dedea.gov.za

For technical enquiries contact:

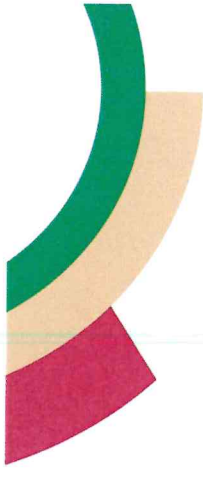
Mr. Sandiso Mabongo
Manager
Security and Work Environment
Cell: 0798971024
Email: sandiso.mabongo@dedea.gov.za

19. APPROVAL OF TERMS OF REFERENCE

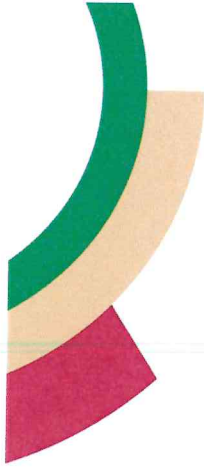
Name	Mr S. Mabongo	Mr T. Boucher	Mr. D. Kentane	Ms. K. Mayile	Mrs: Sibongile Jongile	Ms. Mickey Mama
Position	Manager: Security and Work Environment	GM: Corporate Services	Deputy Chairperson BSC	Senior Manager: SCM	Chief Financial Officer	Head of Department
Action	Compiler / developer	Supported / not supported	Supported / not supported	Supported / not supported	Supported / not supported	Approved / not approved
Comments	compiler	Supported	Supported	Supported	supported	approved
Signature						
Date	01/09/2025	02/09/2025	02/09/2025	03/09/2025	03/09/2025	03/09/2025



DESCRIPTION: APPOINTMENT OF SUITABLE PROVIDER FOR TO RENDER CLEANING AND HYGIENE SERVICES ON BEHALF OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS & TOURISM.		BREAKDOWN	
Name of the office: ALFRED NZO Regional Office		36 months Year 1	Year 2
Wages		Year 3	
Number of cleaners + Supervisors			
Basic salary - hourly rate			
Total Wage Cost per month			
Provisions to be made as additional costs incurred to the minimum rate of pay:			
Annual leave provision (pro rata per month) based on minimum determined days per year.			
Sick Leave (pro rata per month) based on minimum determined days per year			
Family Responsibility Leave (pro rata per month) based on minimum determined days per year			
Unemployment Insurance Fund (UIF)			



Provident fund					
Protective Clothing / Uniform (Must be branded)					
Bonus					
Workman's Compensation: Compensation for Occupation Injuries and Diseases Act (COIDA) of 1993 (amended in 1997)					
Skills Development Levy					
Any other allowance/s and or employers' contributions must be specified					
Estimated total Monthly Cost per cleaner (that is the total of items as mentioned above).					
Total Estimated Cost for ALL Personnel Per Month					
Total Estimated Cost for ALL Personnel Per Year					
Cleaning Materials: Costs to be incurred by the bidder:					
Hand Paper Towels:					
Toilet Papers:					
Seat Wet wipes					
SABS cleaning chemicals					
She Bins					
Dispensers					
Foot operated sanitize holders					



Sanitizers with (70%) alcohol content				
Fumigation + Decontamination				
Overheads + Transport				
Total Monthly Costs -Excluding Salaries				
Total Monthly Costs -Including Salaries				
Profit				
Vat				
Total Cost				
Total Bid Value for 36 months (Y1&Y2&Y3)				

NB: The basis for the calculation of the salaries and related benefits should be aligned to the applicable and relevant sector determination at the time.

Installation of dispensers for all products that need dispensers such seat wipes, hand paper towels etc should be done properly.

Costs for cleaning material should be shown such as chemicals and related products.