

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PROVINCIAL TREASURY					
BID NUMBER:	SCMU12-25/26-0009	CLOSING DATE:	31 October 2025	CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF CLEANING AND HYGIENE SERVICES FOR SARAH BAARTMAN DISTRICT OFFICE (GQEBERHA) FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
EASTERN CAPE PROVINCIAL TREASURY					
SUPPLY CHAIN MANAGEMENT UNIT					
SHOP, NO.7 CORNER PHALO & INDEPENDENCE AVENUE					
TYAMZASHE BUILDING, BHISHO, 5605					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Phumla Ndaleneni		CONTACT PERSON	Mr. M. Qeque	
TELEPHONE NUMBER	083 737 8622		TELEPHONE NUMBER	083 975 4863	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Phumla.ndaleneni@ectreasury.gov.za		E-MAIL ADDRESS	Mpumezi. Qeque@ectreasury.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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 THE BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

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

DATE:.....

**COMPLIANCE CHECKLIST TO BE COMPLETED BY THE BIDDER AS PROOF OF
SUBMISSION OF DOCUMENTS INDICATED BELOW**

NAME OF DEPARTMENT: _____

BID NUMBER: _____

BID DESCRIPTION: _____

Item No	Item Description	Checked by Bidder- (√)	Verified by Department -(√)	Bidder to indicate yes or no- where applicable	Bidder's Page Numbers- if applicable
1.	ECBD 1-Invitation to Bid				
2.	Copy of Central Supplier Database (CSD)				
3.	ECBD 3.1 – Pricing Schedule				
4.	ECBD 4- Bidder's Disclosure				
5.	ECBD 6.1- Preference Point Claim				
6.	General Conditions of Contract				
7.	Special Conditions of Contract including Annexures, if applicable				
8.	Terms of Reference/Specification				
9.	Bidder's proposal				
10.	Director/s: Gender (F- Female or M-Male)				
11.	Youth (Y=yes or N=No)				
12.	Disability (Y=Yes or No)				
13.	Certified Copies of Identity Document (I.D's) for Directors.				

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Supply Chain Management shall apply to this contract. These general conditions shall be read in conjunction with the amendments and additions set out in the special conditions of contract.

2. BID FORM

All bids shall be made on the bid forms incorporated in this document.

3. EVIDENCE OF EXPERIENCE OF BIDDERS

Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details:

Employer for whom the work was performed;

Nature of work;

Value of work;

Year completed.

Failure to complete this statement may prejudice the bid as being submitted by an inexperienced Bidder and it may be rejected for such reason.

4. COMPLETION OF BIDS

THE BIDDER SHALL COMPLETE ALL FORMS IN BLACK INK.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialled by the Bidder. Failure to observe this rule may lead to the bid being disqualified. Bids shall be ineligible for consideration unless submitted on the forms bound in this document. A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Eastern Cape Provincial Treasury as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Provincial Treasury will inform all Bidders accordingly as early as possible.

5. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects. Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable. Bids in sealed envelopes clearly marked **“Provision of cleaning and hygiene services for Sarah Baartman District office (Gqeberha) for a period of thirty-six (36) months : SCMU12-25/26-0009”** and the Bidder's name and address, shall be delivered to the Eastern Cape Provincial Treasury, Tyamzashe Building- Shop No. 7, Corner Phalo & Independence Avenues, Bhisho **not later than 11:00 on the closing date, 31 October 2025.** Bids must not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

6. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

7. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Provincial Treasury, Bhisho, before the closure of this bid.

8. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance. The Service Provider

shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

9. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect. The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

10. COMPULSORY BID CLARIFICATION SESSION AND SITE INSPECTION

Compulsory Pre-bid clarification session to be conducted. Details are as follows:

Date: 22 October 2025 (Wednesday)

Time: 11h00am

Venue: EC Provincial Treasury Main Boardroom (4th Floor), Mutual building, Govan Mbeki Avenue, Port Elizabeth (Gqeberha)

11. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

12. TAXES AND LEVIES

Bidders shall include Value Added tax (VAT) in their bid rates.

13. BID VALIDITY PERIOD

Bids must remain valid for a period of ninety (90) days from the closing date of the bid.

14. ACCEPTANCE OF BID

The Department does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

15. PENALTIES

In the event that the Contractor fails to comply with the conditions of the contract, the penalties will be stipulated in the Service Level Agreement.

CHAPTER 3: GENERAL CONDITIONS OF CONTRACT

PROVINCE OF THE EASTERN CAPE CLEANING SERVICES- GQEBERHA

SCMU12-25/26-0009

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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 as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any

document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

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

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the

supplied goods;

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

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

14. SPARE PARTS

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

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

15. WARRANTY

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

develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

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

17. PRICES

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

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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 12 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 antidumping 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 wilful 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 (NIP) PROGRAMME

- 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.

STANDARD BID DOCUMENT-3.1

PRICING SCHEDULE – FIRM PRICES- CLEANING SERVICES- GQEBERHA

SCMU12-25/26-0009

(PURCHASES)

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

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

Name of bidder..... Bid number: SCMU12-25/26-0009

Closing Time 11:00

Closing date: 31 OCTOBER 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

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

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

2.2 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 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

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.

bid invitation relates.

- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

SBD 6.1**CLEANING SERVICES- GQEBERHA****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**

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:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.Eastern Cape Based Suppliers: <ul style="list-style-type: none"> • Within the Nelson Mandela Metropolitan University= 10 • Within Sarah Baartman District Municipality but outside Nelson Mandela Metropolitan municipality=8 • Outside Eastern Cape=0 	10	
2.Women Owned entities: <ul style="list-style-type: none"> • 100% owned= 5 • 60% to 99%= 3 • 59% and below=2 	5	
3.Youth owned entities: <ul style="list-style-type: none"> • 51% to 100% owned=3 • 50% and below owned=1 	3	
3.Entities owned by people with disabilities=2	2	
Total Points	20	

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:

.....

.....

BID POLICIES, PROCEDURES AND STANDARD CONDITIONS

In addition to those stipulated in any other sections of the bid documents, potential bidders should be especially aware of the following terms and conditions:

1. SUPPLIERS DATABASE

- 1.1 The bidder agrees that the bid/quotation will be subject to the provisions of the Centralised Suppliers Database (CSD) Policy.
- 1.2 The bidder confirms that the information that appears on the CSD, including the annexures with additional information, is correct and accurate, and if the information provided in this document differs from that contained in the CSD, the latter information will be deemed to be correct.
- 1.3 Where the bidder intentionally furnishes incorrect and/or misleading information and/or provides information that is contrary to that which has been provided for on the CSD, the quotation/bid may be rejected.
- 1.4 The provision of incorrect and/or misleading information, whether intentionally or not, may result in the bidder being deregistered from the CSD and restricted from doing business with the Provincial Government.

2. SUPPLY CHAIN MANAGEMENT COMPLAINTS MECHANISM

- 2.1 National Treasury Regulation 16A9.3 makes it mandatory for the National Treasury and each Provincial Treasury to establish a mechanism to consider complaints with regard to alleged abuses of the supply chain management framework within department/institutions. In this respect, the Provincial Treasury has established a uniform provincial policy to consider complaints, grievances and abuses of supply chain management processes.
- 2.2 In terms of the above, bidders may lodge a complaint for alleged abuses of the supply chain management mechanism by completing the complaint form obtainable from the Provincial Treasury's Supply Chain Management Office.
- 2.3 The department/institution shall follow the prescribed procedure laid out in the policy when considering complaints, grievances and abuses of the supply chain management framework.

- 2.4 The Uniform Provincial Policy to Consider Complaints, Grievances and Abuses of Supply Chain Management together with the Complaint Form may be obtained from the Provincial Treasury's Supply Chain Management Office, Shop No.5, Tyamzashe Building, Bhisho or accessed electronically from www.ectreasury.gov.za.

3. SPECIAL CONDITIONS OF CONTRACT (SCC)

- 3.1 Government's bidding procedures as prescribed by the Supply Chain Management Framework applies;
- 3.2 Only bidders that have met the requirements of the bid Specification/ Terms of Reference shall be considered during the adjudication process;
- 3.3 Bidders must attach a proof of CSD Registration Summary Report and Tax Compliance Status Pin Letter issued by SARS;
- 3.4 Copy of Companies and Intellectual Property Commission (CIPRO/ CIPC) document must be attached to the bid documents together with the share certificate of individual members/ directors;
- 3.5 Bidders are required to submit certified copies of Identity Documents (ID's) of owners and team members of the company as they will be subjected to vetting and used to claim points for specific goals.
- 3.6 The Departmental Bid Committee (DBC) and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents;
- 3.7 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points;
- 3.8 No bids will be considered if submitted after closing date and time;
- 3.9 Bidders are not allowed to amend the standard bidding forms;
- 3.10 Bidders are required to fully complete and sign all the relevant SBD Forms;
- 3.12 The Provincial Treasury reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision to seek provision of these services at any time and is not bound to accept the lowest bid;
- 3.13 Incomplete or late bids, telegraphic / e-mail or faxed bids / proposals will not be accepted for consideration;
- 3.14 Bidders must fully comply with all minimum requirements stipulated in the Terms of Reference as these requirements disqualifies bidders from evaluation;
- 3.15 Bidders must accurately cost all items/ price schedules as the wrong calculations will lead to a bid being disqualified for wrong calculations. The total price must include VAT where applicable and the Total Bid Price on the Pricing Schedule must be the same as **SBD 3.1.**
- 3.16 Bidders are required to consider the Pricing Index issued by Provincial Treasury on a

quarterly basis for Price Benchmarking (where applicable). It is available on the Departmental Website@www.ectreasury.gov.za(Circulars) issued by Provincial Treasury.

- 3.17 Bidders who are using courier services for delivery of their bid documents/ proposals must ensure the delivery is at the correct place/ location and time as the department will not be held responsible for late or incorrect delivery point.

4 CONSORTIUMS / JOINT VENTURE

It is recognized that bidders may wish to form consortia to provide the Services.

A bid in response to this invitation to bid by a consortium shall comply with the following requirements:-

- 4.1 It must be signed so as to be legally binding by all consortium members;
- 4.2 Companies that bid as consortiums / joint venture must submit an official signed business agreement by both parties together with the bid document. **Failure to submit the signed business agreement by both parties / members will result in disqualification;**
- 4.3 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 4.4 The lead member shall be the only authorized party to make legal statements, communicate with the department and receive instructions for and on behalf of any and all the members of the Consortium;
- 4.5 If not clearly stipulated in the agreement, a letter of authority stating which member may sign a bid document must be attached;
- 4.6 Bidders must attach a proof of CSD Registration Summary Report and Tax Compliance Status Pin Letter issued by SARS from all the affected parties and be submitted together with the bid;
- 4.7 A copy of business registration documents (CIPC/CIPRO) shall be submitted by all parties together with the share certificates of individual members/ directors;
- 4.8 The parties to the joint venture or consortium agreement must express in the bid proposal what aspects of the scope of the work each party would be adding value to and what percentage each parties will receive in terms of the total price quoted;
- 4.9 The Provincial Treasury reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision seek provision of these services at any time and is not bound to accept the lowest bid;
- 4.10 Both parties in the consortiums / joint venture are required to submit certified copies of Identity Document (ID's) of owners and team members to be used to claim points for specific goals.
- 4.11 Bidders must fully comply with all minimum requirements stipulated in the Terms of Reference as these requirements disqualifies bidders from evaluation;
- 4.12 Bidders must accurately cost all items/price schedules as the wrong calculations will lead to a bid being disqualify for wrong calculations. The total price must include VAT, where applicable and the Total Bid Price on the Pricing Schedule must be the same as **SBD 3.1;**

4.13 Bidders are required to consider the Pricing Index issued by Provincial Treasury on a quarterly basis for Price Benchmarking. It is available on the Departmental website@www.ectreasury.gov.za (Circulars) issued by Provincial Treasury.



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TERMS OF REFERENCE

PROVISION OF CLEANING AND HYGIENE SERVICES FOR SARAH BAARTMAN DISTRICT OFFICE (GQEBERHA) FOR A PERIOD OF THIRTY-SIX (36) MONTHS

"A quality Treasury leading in Service Excellence"

36

Page 1



VISION: We envision a prosperous province supported by sound financial and resource management.



1. INTRODUCTION

The Eastern Cape Provincial Treasury (ECPT) requires provision of uninterrupted cleaning and hygiene services for Sarah Baartman District Office (Gqeberha) for a period of thirty-six (36) months.

2. OBJECTIVES

The objective of this bid is to appoint a suitable service provider who will be responsible for rendering cleaning and hygiene services as well as provide pest control/fumigation and tea services to Sarah Baartman district office in terms of the scope of work to meet the needs and requirements of ECPT.

3. SCOPE OF WORK

3.1 The successful bidder must render cleaning and hygiene services at the ECPT offices located in Sarah Baartman district office as follows:

- 3.1.1 Provision of uninterrupted cleaning and hygiene services at ECPT offices located at Sarah Baartman District Office (Gqeberha). In the event where the District Office were to move to new premises, the successful bidder will be required to continue the same services at the new premises for the duration of the contract.
- 3.1.2 The total size of the current facility is 505,6m² which requires one (1) Cleaner and one (1) Supervisor.
- 3.1.3 Supply of cleaning materials as per paragraph 5.
- 3.1.4 Supply and install toilet equipment, such as Air Freshener Units, Soap Dispensers, servicing of SHE bins or sanitary bins, dustbins, sanitary bag dispensers, toilet paper holders, paper towel dispensers and seat sanitizer dispensers. Bidders must inspect the premises requiring ablution equipment and include such cost in their bid proposals, as no additional costing will be entertained in this regard.
- 3.1.5 Maintain and refill the air freshener units, soap dispensers, toilet paper holders, paper towel dispensers, sanitary bag dispensers and seat sanitizer dispensers over the duration of the contract. Where the equipment is none functioning or non-existent, they must be supplied and installed or replaced at the bidder's cost. Provision of sanitary services in all female toilets.

- 3.1.6 Deep cleaning of all toilets, toilet walls, floors, carpets, lifts and stone tiles around the lifts, and an inspection sheet for each toilet must be maintained daily by the supervisor.
- 3.1.7 Cleaning of walls both inside and outside of toilets.
- 3.1.8 Cleaning of walls in passages and inside offices.
- 3.1.9 Stripping and cleaning of passages, kitchens, stone tiles and steps/stairs.
- 3.1.10 Cleaning of all windows (inside and outside) at a bidder's cost.
- 3.1.11 Polishing of floors and vacuuming of carpets.
- 3.1.12 Deep cleaning of carpets.
- 3.1.13 Dusting and polishing of office furniture (desks, chairs, computers, and printers).
- 3.1.14 Cleaning of all kitchens, sinks, cupboards, utensils, fridges, microwaves and all kitchen appliances, crockery, cutlery, lunch boxes utilized by ECPT officials daily.
- 3.1.15 Cleaning outside office environment.
- 3.1.16 Provide pest control/fumigation throughout the facilities on a quarterly basis. The Supervisor will be responsible for the planning, implementation and monitoring of the Pest Control Management Programme.
- 3.1.17 Provide tea services as and when required.
- 3.1.18 Where there are any communicable diseases within the department, the successful bidder must provide disinfection of offices affected.
- 3.1.19 Cleaning of all balconies, **monthly, all required equipment will be at the expense of the successful bidder.**

Note: Bidders must note that for tea services, the department will provide all the ingredients and therefore the bidders must only quote for tea services.

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4. ESTIMATED CLEANING MATERIAL TO BE SUPPLIED OVER 36 MONTHS PERIOD

Table 1

ITEM NO.	DESCRIPTION OF PRODUCT	ESTIMATED QUANTITIES PER ANNUM	ESTIMATED QUANTITIES FOR THE CONTRACT PERIOD	COMPLIANCE
1.	Bales (48 rolls per bale) of two ply white virgin toilet paper (not recycled)	17 bales	51 Bales	Must be of good quality and SABS 648 approved
2.	Air fresheners (200ml) x 36 per annum	36 cans	108 Cans	Must be of good quality and SABS approved
3.	5L liquid hand soap	5L x12	5L x 36	Must be of good quality and SABS 238 approved
4.	5L dish wash liquid	5L x 12	5L x 36	Must be of good quality and SABS 238 approved
5.	5L multi-purpose detergent	5L x 12	5L x 36	Must be of good quality and SABS47 and CKS 459
6.	5L Ammoniated detergent	5L x 12	5L x 36	Must be of good quality and SABS 1225
7.	5L Toilet bowel cleaner	5L x 12	5L x 36	Must be of good quality and SABS approved
8.	Refuse bags (Pack of 20 units)	36 Packs	108 Packs	Must comply with CKS 460
9.	Disposable hand towels	24 boxes	72 Boxes	Must be of good quality and SABS approved
10.	Office furniture/ equipment polish (750 ml)	24 Spray bottles	72 Bottles	Must be of good quality and SABS approved
11.	5L Floor polish	5L x 12	5L X 36	Must be of good quality and SABS approved
12.	Standard sized (Pee Matts)	12	36	Must be of good quality and SABS approved

13.	Toilet Brushes	5	15	Must be of good quality and SABS approved
14.	Dustpan and short broom set	2	6	Must be of good quality and SABS approved
15.	Bin liners (Pack of 100)	12 Packs	36 Packs	Must be of good quality and SABS approved

5. THE SIZE OF THE OFFICES IS REFLECTED BELOW:

Table 2

AREA	OFFICE SIZE
Office Complex	505,6m ²

6. DETAILS OF THE ABLUTION FACILITY LAYOUT

Table 3

Floor	Ablution facilities	Paper towel holder	Air Freshener Units	Soap Dispenser	Toilet seat sanitizer	Sanitary Bins/SHE bins	Urinal basins
Male	1	1	1	1	2	N/A	1
Female	1	1	1	1	2	2	N/A
Disabled	1	1	1	1	1	1	N/A
Total	3	3	3	3	5	3	1

7. EQUIPMENT

The successful bidder must have the following equipment:

- 7.1 Industrial Vacuum cleaners;
- 7.2 Soft, hard brooms and mops;
- 7.3 Dust pans;

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- 7.4 Further Dusters;
- 7.5 Yellow Duster;
- 7.6 Mutton Cloth;
- 7.7 Protective clothing;
- 7.8 Toilet waste paper bins;
- 7.9 Roach traps;
- 7.10 Safety warning signs;
- 7.11 Toilet brushes;
- 7.12 Cleaning Equipment: buckets, Long and short step ladders, polish applicator, spider mops, long and short squeegee;
- 7.13 Steam cleaning machines.

8. ABLUTION EQUIPMENT

Supply, delivery, installation and refilling of ablution equipment as listed below:

NB: All ablution equipment to be supplied must be made of white plastic material.

Table 4

<i>Equipment</i>	<i>Quantity</i>	<i>Standard</i>
Wall mounted paper towel dispenser	3	Must be SABS/SANS approved
Wall mounted, lockable toilet paper roll holders	5	Must be SABS/SANS approved
Wall mounted toilet seat sanitizer dispensers	5	Must be SABS/SANS approved
Wall mounted hand soap dispensers	3	Must be SABS/SANS approved

Wall mounted auto-air freshener units	3	Must be SABS/SANS approved
Toilet dust bin	3	Must be SABS/SANS approved,
Sanitary bag dispenser (must be able to hold at least 25 non-transparent bags)	3 (females)	Must be SABS/SANS approved
12L Sanitary bin plastic/ SHE bin	3	Must be SABS/SANS approved

Note:

- i. The successful bidder will be expected to supply, deliver, install, maintain, refill and repair the equipment for the duration of the contract. It should be noted that all equipment installed will remain the property of the successful bidder at the end of the contract period. The removal of the equipment should be done within forty-eight (48) hours at the end of the contract period.

9. EXPECTED DELIVERABLES AND OUTPUTS

The successful bidder must render cleaning and hygiene services in accordance with Section 6 of Occupational Health and Safety Act and Regulations, Act No 85 of 1993 for the Department as follows:

Table 5

Item No.	Services	Frequency of cleaning
10.1	General cleaning of ECPT district offices. Cleaning refers to an appropriate method of ensuring that all offices, passages etc. are free of moisture, dust, dirt, grease or grime.	See below

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Item No.	Services	Frequency of cleaning
10.1.1	<p>Floor Maintenance (Vinyl and Travertine Tiles, Ceramic Tiles, etc.):</p> <p><u>Office Areas & Passages:</u></p> <ul style="list-style-type: none"> - Vacuum clean carpets in offices. - Sweep with a broom in passages. - Wash with a clean chemical soaked or drenched spider mop. - Spray and buff with industrial floor polish. - Spot clean and remove marks or gum etc. 	Daily
10.1.2	<p>Carpet Cleaning:</p> <ul style="list-style-type: none"> - Deep cleaning of carpets. 	Every 2 months
10.1.3	<p>Cleaning of offices:</p> <ul style="list-style-type: none"> - Dusting of Files/Records/Documents and any appliances that are either on the Desks / Cupboards on a daily basis. - Dusting and polishing of office furniture, Desks, Chairs, Computers, and Printers - Dust and chemically clean all furniture and fittings, including desks, tables, book tables, cabinets, - Emptying of Shredders - Wipe all seats with a chemically soaked or drenched cloth to disinfect all seating in all areas. - Dust windowsills, skirting, ledges, ceiling, etc. - Clean and wipe doors and handles. - Dust vertical surfaces, pictures, lift doors, cupboards, etc. - Cleaning of cutlery, crockery and electrical appliances <p>Kitchen cleaning:</p> <ul style="list-style-type: none"> - Cleaning of all kitchens, sinks, cupboards, utensils, crockery, fridges, microwaves and all kitchen appliances utilized by the ECPT officials. 	Daily
	<p>Fire equipment:</p> <ul style="list-style-type: none"> - Wipe and clean fire extinguishers and hose reels. - Dust and chemically clean fittings and fire equipment storage areas. 	Weekly

Item No.	Services	Frequency of cleaning
10.1.4	Windows, glass doors and sky light: <ul style="list-style-type: none"> - Cleaning of all glass doors inside and outside main entrances, including security barriers daily. - All windows must be cleaned from the inside and outside. - Clean all windows inside the offices monthly. - Clean all windows outside building quarterly. - Cleaning of sky light monthly 	Inside windows (Weekly) and outside windows (Every three Months)
	Curtains: <ul style="list-style-type: none"> - All Curtains, vertical- and roller blinds shall be dusted daily and cleaned from spot, grease and splashes. 	Daily
10.1.5	Ablution services: <ul style="list-style-type: none"> - Clean and sanitise with disinfectant all bowls, basins vanities and urinals. - Clean and disinfect floors. - Clean the inside of all bowls and spray toilet cleaner under the rim of all toilets - Clean sanitary bins where installed and replace liners. - Report any water leaks, malfunctions or defects including faulty tap washers, flush, valves, cisterns, faulty lights and obvious damage to building fabric. - Check and replenish deodorant blocks in urinals. Blocks that will cause blockage in the drainage system may not be used. - Always ensure that there is sufficient toilet paper, hand paper towels and refilling of air freshener and liquid soap dispensers. - Complete a cleaning schedule on the back of the toilet door indicating the name of the cleaner and times/frequency. - Emptying and cleaning of all bins. - Clean and maintain the Air Freshener Units, Soap Dispensers, toilet paper holders and paper towel dispensers and seat sanitiser dispensers over the duration of the contract. Where the equipment is none functioning or non-existent, they must be supplied & installed or replaced (See Annexure C2). 	Twice Daily

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Item No.	Services	Frequency of cleaning
	<ul style="list-style-type: none"> - Ensure that sufficient cleaning liquid is always available (500ml of approved drain cleaner liquid or granules for urinal outlets and kitchen sink in strict accordance with the manufacturer's instructions). 	Daily
10.1.8	Waste Bins & Waste Disposal in offices: <ul style="list-style-type: none"> - Empty, clean and wipe with chemical soaked or drenched cloth all waste bins in waiting areas, offices & kitchens. - All waste bins must be lined with a plastic bag. 	Twice Daily
10.2	Specialized Cleaning of ECPT offices	See below
10.2.1	Deep cleaning of Toilets <ul style="list-style-type: none"> - Spraying & wiping all surfaces and toilet seats with industrial disinfectant. - Scrubbing of floors with industrial cleaner - Scrub inside of bowls, with ammonia based industrial cleaning agent. - Remove covers from extractor fans clean all dust from filters, louvers and fan blades - Remove all obstructions from drain holes and replenish pee mats for urinal outlets - Clean all the ventilator rooms next to toilets, by sweeping and vacuuming it. 	Monthly
10.2.2	Strip Cleaning of Floors: <u>Hard Floors:</u> (Vinyl and Travertine Tiles, Ceramic Tiles, etc.): <ul style="list-style-type: none"> - Striping and cleaning of passages, kitchens, steps/stairs, toilets and lifts (All floors not carpeted). - Seal with two coats polymer non-slip floor sealant. <u>Carpets:</u> <ul style="list-style-type: none"> - Vacuum thoroughly and remove all hardened, imbedded dirt and grime. - Deep/steam clean all carpets with industrial machine with SABS approved chemicals for all offices and any other furniture that is removed must be returned to its original position on completion. - Strict supervision of this operation is essential. - Steam clean or wash with appropriate carpet cleaners suitable for the type of carpets in ECPT - The successful service provider will be held liable for any damage to carpets if the successful service provider fails to adhere to carpet manufacturer's cleaning instructions. 	Monthly
10.2.3	Fabric Cleaning:	Quarterly

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Item No.	Services	Frequency of cleaning
	<ul style="list-style-type: none"> - Steam cleaning of office chairs, couches and curtaining on a quarterly basis. - The successful service provider will be held liable for any damage to fabrics if the service provider fails to adhere to the manufacturer's cleaning instructions. 	
10.2.4	Walls & Burglar guards <ul style="list-style-type: none"> - Washing of all glass doors - Clean and polish all door handles and wash all burglar guards (Gates & Bars). - Clean all walls inside offices and corridors 	Glass doors, door handles and burglar (Weekly) Walls (twice a year)
10.3	Services	
10.3.1	Water Coolers: <ul style="list-style-type: none"> - Cleaning and refilling of water cooler/s & ensure that are always refilled and kept clean. Report any defects or non-working machines to the District Director. 	Daily
10.3.2	Tea Services: <ul style="list-style-type: none"> - The cleaners must provide tea services for departmental meetings or as and when required. - For tea services, the department will provide all ingredients and utensils. 	As and when required.
10.3.3	Pest Control Activities <p>The Pest Management Programme will consist of the following:</p> <ul style="list-style-type: none"> - Monthly inspection of all harbourages and likely harbourages. - Each inspection must be concluded with a written report for inclusion into a service report. - Identifying of pest infestation and specific pests. - Develop a plan for eradication of pests through fumigation. - Apply suitable remedy through application of pesticides/rodenticide. 	Quarterly

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Item No.	Services	Frequency of cleaning
	<ul style="list-style-type: none"> - Carry out routine services for prevention of possible pest infection. - Placement of monitoring roach traps and or inspection of areas. - Bird deterrent control - Rodent control - Prevention and control of maggots and flies as and when required. 	
10.3.4	- The method of treatment in respect of prevention and elimination is to conform to South African Government Legislation as outlined in the SABS Code of Practice. Such treatment methods must be environmentally friendly, humanely acceptable, effectively and professionally carried out on a quarterly basis.	Quarterly
10.3.5	State owned vehicles <ul style="list-style-type: none"> - Washing, vacuum cleaning, polishing of dashboards and tyres. 	Weekly
10.3.6	In the event where a cleaner is unable to come to work due to unforeseen circumstances, it is the responsibility of the service provider to provide a replacement within two (2) hours in order to ensure fulfilment of the required services.	As and when required

10. PEST AND RODENT CONTROL

10.1 The successful bidder will do pest control or fumigation in all facilities on a quarterly basis for the duration of the contract. The supervisor will be responsible for the planning, implementation and monitoring of the Pest Management Programme. The Pest Management Programme will be conducted in accordance with bullet 10.3.3 in the table above (expected deliverables).

10.2 The successful bidder will be required to conduct monthly inspections and in so doing evaluate and analyse risk of infestation and/or contamination resulting from the various categories of pests. Each inspection is to be concluded with a written report for inclusion into a service report.

- **Insect Pest Control-** Control of cockroaches, flying insects, fish moths, mice, rats, spiders, fleas including ants is to be effective in ensuring a total control of the pests through a conclusive monthly program of: Inspection; Application; Restriction; Exclusion and Monitoring. Such will incorporate the use of pesticide gels and fumigants as approved for use in terms of regulations.

11. PROVISION OF OFFICES, STORES, WATER AND ELECTRICITY

- 11.1 The successful bidder will be provided with a demarcated office and storage space of non-negotiable size, water and electricity at no cost. If the area is not adequate the bidder is to source additional space at its own cost.

12. COMMUNICATION AND REPORTING

- 12.1 The successful bidder must assign a supervisor (with at least one-year experience in managing office cleaning and hygiene services) for the duration of the contract.
- 12.2 The name and the contact details of the Supervisor must be submitted to ECPT. Should the Supervisor changes while the contract for whatever reason, the Security and Work Environment Unit and the Director for the District Office must be notified thereof and the person replacing the Supervisor should be of equal or greater experience and skills than the previous Supervisor.
- 12.3 The Supervisor must submit a monthly report to the Security and Work Environment Unit and the Director of the District Office regarding the execution of the scope of work set out in this bid document. A **monthly meeting** will be held to discuss the report and any other issues arising with end-user and quarterly evaluation reviews.
- 12.4 The supervisor is expected to provide evidence of daily monitoring of the service. In this respect, registers (Attendance register, Timesheet register, Sanitary register in the toilets) must be updated, signed and to be submitted to ECPT.
- 12.5 **Quarterly meetings** will be held to conduct performance assessments/evaluations with the successful bidder.

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13. WORK PLAN

13.1 Successful bidder must submit a work plan detailing exactly how the project will be carried out considering the below requirements, the scope of work and expected deliverables. The work plan must also address the following items:

- 13.1.1 Creation of jobs in the local area.
- 13.1.2 How duties will be carried out, managed and monitored.
- 13.1.3 Control procedures and mechanisms to monitor the contract.
- 13.1.4 The total number of cleaners to be provided and their average salaries.
- 13.1.5 Contingency plan detailing on how to manage absence due to strike and leave.
- 13.1.6 Contingency plan in case of unforeseen circumstances.
- 13.1.7 Provision of Equipment list.
- 13.1.8 Cleaning material supplies.
- 13.1.9 Provision of Material Safety Data Sheet (MSDS).
- 13.1.10 Pest control programme
- 13.1.11 Provision of Sanitary Services.

14. HEALTH AND SAFETY COMPLIANCE

- 14.1 The successful bidder is required to comply with all requirements of the applicable Occupational Health and Safety Act, Act No 85 of 1993 and Labour Relations Act, Act No 66 of 1995.
- 14.2 A Material Safety Data Sheet (MSDS) providing detailed information about the safety of chemicals of the product must be submitted.
- 14.3 The successful service provider's deployed employees must be trained in handling Healthcare Risk Waste (HCRW) and to always wear personal protective equipment.
- 14.4 An inspection of ablution facilities will be carried out on a monthly basis to determine the adherence to the terms and conditions of the Service Level Agreement.

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15. SECURITY IDENTIFICATION OF EMPLOYEES

- 15.1 The uniform and the identification card must be worn to always be visible whilst on the premises of the department. The successful bidder must have sufficient control over the identification cards to prevent any unauthorized use thereof.
- 15.2 A list of names of all cleaning staff who are to be employed on this contract must be furnished in writing to Security and Work Environment Unit at least one week before the commencement of this contract. It is the responsibility of the successful bidder to immediately notify this department in writing if there are any replacements including short-term replacement for cleaning staff on leave, prior to such taking place.
- 15.3 At no time may the successful bidder or his/her employees give out any information regarding any Government activities to the public or news media. The cleaning staff and company owners will be required to sign an oath of secrecy.
- 15.4 To ensure the quality of service rendered and to exercise control over the cleaning staff, it is expected that the successful bidder **ensure that a supervisor/s is present** on the premises during the execution of the service referred to in the agreement.

N.B: BIDDERS ARE REQUIRED TO COMPLY WITH ALL THE APPLICABLE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS, ACT NO. 85 OF 1993 AND LABOUR RELATIONS ACT, NO. 66 OF 1995.

16. CONTRACT PERIOD

- 16.1 The successful bidder will enter into a Service Level Agreement (SLA) with Provincial Treasury after the award of the contract. The contract shall remain in force for a period of thirty-six (36) months.

17. GENERAL CONDITIONS OF THE CONTRACT

The following conditions shall be applicable during the execution of the contract:

- 17.1 To promote clothing and Textile Industry manufactures / suppliers in Eastern Cape, service providers are required to source uniform for Cleaners from local manufactures / suppliers

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based in the Eastern Cape. Therefore, the successful bidder will be required to submit proof thereof in the form of an agreement with an Eastern Cape textile manufacturer to ECPT.

- 17.2 The successful bidder will be required to use SABS approved chemicals sourced from Eastern Cape based suppliers/distributors. The suppliers/distributors' letter where chemicals will be sourced must be attached with the bid.
- 17.3 The successful bidder will be required to draw up a cleaning programme prior to commencement of the service.
- 17.4 The successful bidder must ensure uninterrupted cleaning and hygiene services to the department, failure to do so will result in invoking penalties for under performance and non-performance.
- 17.5 The successful bidder must submit a valid certified copy of Compliance Certificate with Unemployment Insurance Fund (UIF) issued by the Department of Labour twenty-one (21) days after the commencement of the contract.
- 17.6 A valid certified letter of good standing issued by the Department of Labour on Compensation of Injuries and Diseases Act (COIDA) within twenty-one (21) days upon receipt of the appointment letter. Failure to submit a valid letter of good standing will result in termination of the contract.
- 17.7 The bidder shall indemnify, protect, defend and hold harmless the client from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:
- Any claims in respect of taxes payable by the bidder.
 - Any claims for Workmen's Compensation Insurance for any loss for which the bidder is liable.
 - Any claims by any third person including any employees of the department or of the bidder for any loss resulting from any bodily injury and/or damage to property by any act or omission of the contractor or any of his employees or agents.
 - To ensure that the successful bidder delivers uninterrupted cleaning and hygiene services to the department, the bidder must commit to pay the salaries and wages to employees at the agreed date and with the applicable rate. Failure to pay the salaries upon the agreed date between the employer and the employees, a penalty to the value of 5% of the following's month invoice will be deducted.
- 17.8 ECPT reserves the right to subject any of the shortlisted bidders to undergo the security screening process for the company and directors to determine security competency. The

final award will be determined by the results of the screening process. The employees of the successful bidder will be required to undergo screening process at a later stage.

17.9 To establish a common understanding of the contract, scope of work, and ECPT's expectations in terms of this contract, it is compulsory for the Director(s) of the successful company to attend the contract initiation meeting/ post-award kick-off meeting.

17.10 It is compulsory for the Director(s) of the successful company to attend at least two quarterly meetings per year scheduled to take place either physically or virtually.

17.11 **The successful bidder must submit the following registration certificates within fourteen (14) calendar days after receipt of an appointment letter:**

17.11.1 Bidders must submit proof of registration as a Pest Control Operator with the Department of Agriculture, Land Reform & Rural Development in accordance with Act 36 of 1947, as well as a valid membership certificate issued by the South African Pest Control Association (SAPCA).

17.11.2 Healthcare Risk Waste (HCRW) Facility Registration Certificate.

17.11.3 HCRW Transporter Registration Certificate.

17.11.4 Should the bidder make use of the third party for the purpose of rendering sanitary hygiene services and pest control services, a signed confirmation/agreement between the parties must be submitted together with proof of registration in third party's name.

18. SPECIAL CONDITIONS OF THE BID

Bidders must comply with all the requirements listed below:

18.1 The bidder must have undertaken a minimum of three (3) projects/contracts in Cleaning and Hygiene services in an office environment as follows:

18.1.1 Each of these projects/contracts must have been completed for a minimum period of twelve (12) months uninterrupted. These projects/contracts must have occurred within the past five (5) years as at the closing date of the bid.

18.1.2 At least one (1) of these three (3) projects/contracts must have been for cleaning a floor area of not less than 400m²; and **Annexure A** must be fully completed and signed with contactable references.

18.2 **Location:** The successful bidder must have at least one fully functional office within the Sarah Baartman District Municipality. Proof of address must be submitted in one of the following forms:

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18.2.1 A valid lease agreement in the name of the bidder OR,

18.2.2 Letter from the ward councillor or traditional authority in the name of the bidder OR,

18.2.3 Municipal bill statement in the name of the bidder.

Physical verification of the office will be conducted at any time, without prior notice.

18.3 The bidder must fully complete **Annexure B** to declare compliance with the remuneration of employees as per Sectoral Determination: Contract Cleaner Sector, which is determined annually.

18.4 The bidder must fully complete **Annexure C1 to C5 (Pricing Schedules)**.

NOTE: FAILURE TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS WILL RESULT IN THE BID BEING DISQUALIFIED

19. COUNTER CONDITIONS

19.1 Bidders' attention is kindly drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders or qualify Bid Conditions will result in the invalidation of such bids.

20. SUPPLIER DUE DILIGENCE

20.1 ECPT reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and request for additional or clarification information.

21. BID PRICING STRUCTURE

21.1 Bidders must complete and sign the attached pricing schedule **Annexure C1 to C5**.

21.2 Bidders must submit their financial proposal on a total bid price for thirty-six (36) months. All the above costs must be offered, as a total bid price and reflect in the SBD/ECBD 3.1. The total bid price will remain valid for the duration of the contract thirty-six (36) months. The rate for salaries & wages of the cleaners will be adjusted annually in accordance with the percentage rate increase as gazetted by Sectoral Determination of Department of Labour.

21.3 All bids must be VAT inclusive and presented in accordance with the stipulation of the VAT Act (1989 of 1991). Where a supplier is not VAT registered at the point of award, but register during the contract period, that supplier must absorb any cost escalations, with the contractually agreed prices not allowed to increase. No payment of VAT will be made to a

supplier that quoted VAT that cannot prove its VAT registration at the point of invoicing. All the above costs must be offered as a total bid price and must reflect in the ECBD 3.1.

22. TAX MATTERS

- 22.1 No bid shall be awarded to a bidder whose tax matters are not in order or whose tax status is non-compliant. ECPT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder if it is established that such bidder was in fact non-compliant at the time of the award.
- 22.2 Bidders' tax compliance status will be verified through the Central Supplier Database and tax status compliance PIN therefore bidders must provide both CSD number and tax compliance status PIN.

23. NEGOTIATIONS

- 23.1 The ECPT reserves the right to negotiate with the recommended bidder before the award of this bid.

NB: The department will not accommodate any proposal of price increases during the contract period except for the rates for salaries and wages as determined by the sectorial determination.

24. EVALUATION CRITERIA

In terms of the Preferential Procurement Regulations (PPR), 2022 pertaining to the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act 5 of 2000), responsive bids will be evaluated by the Department on the 80/20 -preference point system in terms of which points are awarded to bidders on the basis of:

- a) Bid price (maximum 80 points)
- b) Specific goals (maximum 20 points) as per the table below:

Preference point system in terms of which points will be allocated to prospective bidders:	80 / 20
Points for Price	80 Points
Points for Specific Goals	20 Points

Specific Goals	Measurements	Points allocated in terms of this bid / price quotation	Points breakdown	Evidence required to substantiate the claimed points:
1. Eastern Cape Based Suppliers:	Within the Nelson Mandela Metropolitan Municipality = 10	10	10	Municipal bill statement / Valid lease agreement / Letter from the ward councillor or Traditional Authority in bidders name or company director's name.
	Within Sarah Baartman District Municipality but outside Nelson Mandela Metropolitan Municipality = 8		08	
	Outside Eastern Cape		0	
2. Women owned entities:	100% owned	5	5	Companies: Company registration document(s) and identity document(s) / CSD report.
	60% to 99% owned		3	
	59% and below		2	Sole proprietorship: identity document and CSD report.
3. Youth owned entities:	51% to 100% owned	3	3	Identity document and CSD report.
	50% and below owned		1	
4. Entities owned by people with disabilities.		2	2	Proof of disability /medical certificate from the registered medical doctor.
Total points for Price and Specific Goals				100

Please Note: Bidders who wish to claim points for Specific goals MUST:

- Complete the attached SBD 6.1
- Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed.
- The ECPT reserves the right to request a bidder, before a bid is awarded or at any time to substantiate any claim with regards to preferences, in any manner required by the organ of state.

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23. POPIA STATEMENT

23.1 ECPT will process all information submitted by the bidder (Respondent) in terms of the requirements contemplated in Section 4(1) of the POPIA:

- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this BID, the Responsible party is "ECPT" and the Data subject is the "Respondent". ECPT will process personal information only with the knowledge and authorization of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exemptions contained in the POPIA.
- ECPT reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this BID and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning ECPT.

23.2 In responding to this bid, ECPT acknowledges that it will obtain and have access to personal information of the Respondent. ECPT agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. ECPT further agrees that in submitting any information or documentation requested in this bid, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by ECPT and/or its authorised appointed third parties.

23.3 Furthermore, ECPT will not otherwise modify, amend, or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, ECPT requires the Respondent to process any personal information disclosed by ECPT in the bidding process in the same manner.

24. SUBMISSION OF BIDS

- 24.1 Bid documents may either be posted to Eastern Cape Provincial Treasury, Private Bag X0029, Bhisho, 5605 (preferably registered mail) OR deposited in the tender box situated at ECPT Supply Chain Management Unit, Shop 7, Standard Bank Building, corner of Phalo Avenue and Independence Avenue before the closing date and time.
- 24.2 Bid documents will only be considered if received by ECPT before the closing date and time, regardless of the method used to send or deliver such documents to ECPT.

25. LATE BIDS

- 25.1 Bids received after the closing date and time, at the address indicated in the bid document, will not be accepted for consideration and where practicable, be returned unopened to the bidder where we have return address.

26. COMPULSORY BRIEFING SESSION AND SITE INSPECTION

Bidders must please note that there will be a compulsory pre-bid briefing session and site inspection. Any bidder, consortium or joint venture that fails to attend the compulsory pre-bid briefing session will be disqualified. The details are as follows:

Date: 22 /10/ 2025 (Wednesday)

Venue: ECPT Main Boardroom (4th floor), Mutual Building, Govan Mbeki Avenue, Port Elizabeth (Gqeberha)


Time: 11H00am

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27. CONTACT PERSONS FOR ENQUIRIES

Should there be any enquiries, please direct them to the following:

With regards to Terms of Reference:	With regards to SCM Information
Mr. M. Qege Provincial Treasury Bhisho email: mpumezi.gege@ectreasury.gov.za	Mr. VS Maphumulo Provincial Treasury Bhisho email: sanele.maphumulo@ectreasury.gov.za


MR. A REDDY

CHAIRPERSON: BID SPECIFICATION COMMITTEE

19/09/2025

DATE

APPROVED / ~~NOT APPROVED~~


MR. D MAJEKE
HEAD OF DEPARTMENT

03/10/2025

DATE

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ANNEXURE A: TRACK RECORDS AND REFERENCES (MINIMUM OF THREE PROJECTS/CONTRACTS)

No.	Name of institution /client	Description of projects undertaken	Size of the floor space cleaned (square metres)	Start date	End date	Duration of contract (e.g. minimum 12 / 24 months etc.)	No. of cleaners & supervisors used	Contactable references			
								Name of contact persons	Work address	e-mail	Contact numbers
1.				ddmmyyyy	ddmmyyyy						
2.											
3.											
4.											
5.											

Bidders Name: _____ Date: _____

Signed by: _____ Signature: _____

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**ANNEXURE B: DECLARATION OF COMPLIANCE WITH SECTORAL DETERMINATION:
CONTRACT CLEANER SECTOR**

This is to declare that (company name) will remunerate the cleaning staff in accordance with the prescribed hourly rate of the Sectoral Determination for Cleaners. In the first year of the contract, the employees will be remunerated as follows:

ITEM	CLEANER	SUPERVISOR
Monthly basic salary	R.....	R.....
Annual 13 th cheque	R.....	R.....

The rates above will be adjusted annually in accordance with the percentage rate increase as gazetted by Sectoral Determination of Cleaners by the Department of Labour.

Company representative name:

Signature:

Date:

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ANNEXURE C1: PRICING SCHEDULE FOR CLEANING EMPLOYEES

1.1 BREAKDOWN OF MINIMUM HOURLY RATES FOR CONTRACT CLEANING EMPLOYEES

CONTRACT CLEANER COSTING AS PER THE SECTORAL DETERMINATION: CONTRACT CLEANING SECTOR ON THE NATIONAL MINIMUM WAGE.	
Hourly rate	R
Daily rate (based on 8 hours per day *)	R
Weekly basic wage (hourly x 40 hours *)	R
Monthly basic wage 4.333 weeks	R
Provisions	
Annual leave 15 days ÷ 12	R
Family responsibility (3 days ÷ 12)	R
Sick leave (10 days ÷ 12)	R
Severance pay (1.92% of monthly wage)	R
Employer On-costs	
Provident Fund (5,25%)	R
December bonus (4.333 weeks x 1/12 months)	R
UIF (1% basic monthly wage)	R
SD Levy (1% basic monthly wage)	R
COIDA (based on 1.6%)	R
Uniforms & PPE	R
TOTAL cost per cleaner per hour	R
TOTAL monthly cost per cleaner	R

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

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1.2 PRICING SCHEDULE FOR 1 CLEANER AND 1 SUPERVISOR

Item description	Number of employees (A)	Labour costs per employee per month (B)	Total costs of all employees per annum (C) B x 12 months	Total costs for all employees for the period of 36 months (D) C x 3 years
Cleaner	1	R	R	R
Supervisor	1	R	R	R
Cost of cleaning materials (as per Table 1 above)				
Any other costs (specify):				
Sub-total				R
15% VAT				R
TOTAL PRICE				R

N.B:

- Any mark-up must be included in the labour costs above.
- The total labour costs must be inclusive of wages for ordinary hours, overtime, annual bonus, UIF, Compensation for Occupational Injuries and Diseases, Provident Fund, Leaves and Uniforms as per **Annexure C1 (1.1)**.
- The rates of the cleaners and supervisors will be escalated in accordance with the percentage rate increase as gazetted by Sectoral Determination.

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

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ANNEXURE C2: PRICING SCHEDULE FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF ABLUTION EQUIPMENT

NB: All ablation equipment to be supplied must be made of white plastic material

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Wall mounted paper towel dispenser	3	R	R
2.	Wall mounted, lockable toilet paper roll holder	5	R	R
3.	Wall mounted toilet seat sanitiser dispenser	5	R	R
4.	Wall mounted hand soap dispenser	3	R	R
5.	Wall mounted auto-air freshener dispenser	3	R	R
6.	Toilet dust bin	3	R	R
7.	Sanitary bag dispenser (must be able to hold at least 25 non-transparent bags)	3	R	R
8.	12L Sanitary bin (SHE bin)	3	R	R
Sub-total				R
15% VAT				R
TOTAL PRICE				R

NB: All the ablation equipment must be REFILLED as and when required.
All prices furnished in the table above must be once-off and inclusive of the supply, delivery, installation and maintenance costs.

Bidders Name: _____

Date: _____



Signed by: _____

Signature: _____



ANNEXURE C3: PRICING SCHEDULE FOR SERVICING OF SANITARY BIN (SHE BIN)

ITEM NO.	DESCRIPTION	QUANTITY	TOTAL PRICE FOR 1 YEAR	TOTAL PRICE FOR 3 YEARS
1.	Servicing of sanitary bin/SHE bin (12L), pedal intima (monthly)	3	R	R
Sub-total				
			R	R
15% VAT				
			R	R
TOTAL PRICE				
			R	R

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

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ANNEXURE C4: PRICING SCHEDULE FOR PEST CONTROL SERVICES

Bidders must cost for pest control services as follows:	Total costs per quarter (A)	Total costs per annum (B) A x 4 quarters	Total costs for three (3) years (C) B x 3 years
Pest control services (inclusive of materials)	R	R	R
Any other costs (specify):			R
Sub-total			R
15% VAT			R
TOTAL PRICE			R

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

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ANNEXURE C5: CONSOLIDATED COSTINGS FOR ALL SERVICES REQUIRED IN TERMS OF THIS BID

TOTAL OFFERS	
Total Price for Annexure C1 (1.2)	R
Total Price for Annexure C2	R
Total Price for Annexure C3	R
Total Price for Annexure C4	R
TOTAL BID PRICE: To be transferred to the ECBD 3.1 (Pricing schedule)	R

Bidders Name: _____

Date: _____

Signed by: _____

Signature: _____

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