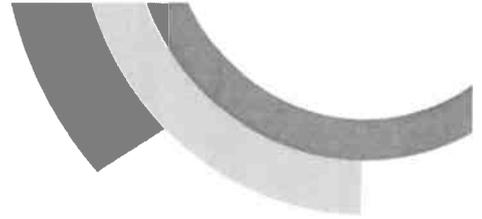


Ref: *[reference number]*
Tel: 043 605 7153 | Fax: 086 511 7610

Contact Person: *[Hlokoma Mtshotshisa]*
| Email: Hlokoma.mtshotshisa@dedea.gov.za
www.dedea.gov.za

INVITATION TO BID

Bid No.	PP09-22/23-02 ANNEXURE A
Bid Description	APPOINTMENT OF A SUITABLE SERVICES PROVIDER(S) TO RENDER CLEANING SERVICES AT HEAD OFFICE
Venue where Tender Box is allocated	Ground floor, corner of Mc Lean and Downing Street, Old Standard Bank Building, King Williams Town
Date for compulsory site inspection	23 January 2023 at 11h00
Venue	Regent hotel, East London
Bid Closing Date & Time	10 February 2023 at 11H00
Queries related to the bid must be address to the following:	
Technical Terms of Reference:	Mr. Sandiso Mabongo Email: Sandiso.Mabongo@dedea.gov.za All technical enquiries must be forwarded to the above e-mail address
SCM related enquiries:	Ms Hlokoma Mtshotshisa 072 045 8528 Email: Hlokoma.mtshotshisa@dedea.gov.za
Conditions	<ul style="list-style-type: none">• Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Economic Development and Environmental Affairs- The ECBD forms and all other forms relating to this bid must be



Ref: *[reference number]*
Tel: 043 605 7153 | Fax: 086 511 7610

Contact Person: *[Hlokoma Mtshotshisa]*
| Email: [Hlokoma.mtshotshisa @dedea.gov.za](mailto:Hlokoma.mtshotshisa@dedea.gov.za)
www.dedea.gov.za

	<p>completed and signed in the original in ink.</p> <ul style="list-style-type: none">- Forms with photocopies signatures or other such reproduction may be rejected.- Bids by telegraph, facsimile, electronically or other similar apparatus will not be accepted.
--	--

Suppliers who are interested to the tender must ensure that their company is registered with Centralised Supplier Database (CSD).

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

Bidder: Failure to comply with this requirement will be regarded as no responsive and will be disqualified

Failure to attend will results in your proposal being regarded as non-response and lead to disqualification.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)			
BID NUMBER:		CLOSING DATE:	CLOSING TIME:
DESCRIPTION			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ~~80/20~~ preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	70

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (B/BEE system)	Number of points (QSE system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

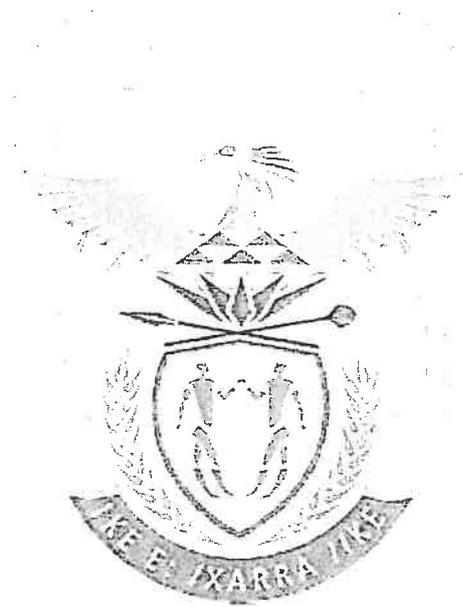
ADDRESS

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
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8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
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22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. Limitation of liability

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

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

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

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



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

TERMS OF REFERENCE: CLEANING SERVICES

APPOINTMENT OF A SUITABLE SERVICE PROVIDER/S TO RENDER CLEANING SERVICES AT THE DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS AND TOURISM, HEAD OFFICE (QONCE, BHISHO) FOR PERIOD OF THIRTY-SIX (36) MONTHS.

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1 INTRODUCTION AND BACKGROUND

The Department of Economic Development Environmental Affairs and Tourism wishes to appoint a Service Provider to render cleaning services to **Head Office**¹ Old Standard Bank Building, Shop G, Dukumbana Building, Global Life Lilitha section, section of Phalo Building, Unit 16 Business Village). The cleaning service are rendered in terms of the Occupational Health and Safety Act & Regulations, 85 of 1993 section 8 (1) of the Act states that” every employer shall provide and maintain as far as possible as is reasonable practicable, a working environment that is safe and without risk to the health of its employees. This being very critical under the COVID-19 pandemic requirements in terms of hygiene standards.

2 OBJECTIVES AND SCOPE OF WORK

2.1 Objective:

- 2.1.1 The objective is to procure the cleaning services, pest control, disinfecting for Covid-19 and fumigation for Head Office, from a suitable qualified service provider. It is also through this procurement process that we need to encourage the promotion of participation and beneficiation to local communities.
- 2.1.2 The prospective bidder must render general cleaning services for all rooms within the offices, common areas as well as ablution facilities; by providing resources and staff to perform the cleaning services.
- 2.1.3 Develop a clear waste management plan indicating management of waste on site, collection, storage on site and appropriate disposal of waste. This must address the different types of waste from general to health care and medical waste.

2.2 Expected deliverables

- a) Vacuum all rooms with carpets daily.
- b) Sweeping of floors of all rooms within the office including passages, open spaces and stairs.
- c) Dusting of all furniture daily.
- d) Dusting and wiping of balustrades with a damp cloth daily.
- e) Toilets and sinks must be free of residues and properly cleaned with anti-bacterial soaps/detergents daily. Clean all spots on the walls in the toilets.
- f) Deep cleaning of all toilets and their walls and stone tiles monthly.
- g) Polish all wooden furniture with SABS approved wax furniture daily.
- h) Tiles must be free of stains.
- i) All carpets, i.e. loose, wall-to-wall and carpet tiles shall be vacuum-cleaned daily (where applicable). Stains and soil-marks etc. shall be removed continuously to maintain a high degree of neatness at all times.
- j) Carpets should be deep cleaned twice a year. (only on weekends) after consultation with the Department’s Manager of the office.

¹ Please note that some offices indicated above are temporary offices, therefore should the department find another accommodation to accommodate Head Office employees within Bisho or King Williams Town (KWT) the recommended bidder will be required to relocate with the employees at no extra cost.

- k) Cleaning of all windows must be done monthly and glass doors in the buildings and main entrance (where applicable) must be cleaned daily using a SABS approved Window Cleaner.
- l) All dirty crockery (water jugs and glasses, items used during meetings) to be collected from rooms within the office and washed twice a day (In the morning and afternoon) and neatly stacked to a relevant area.
- m) All fridges and other electrical appliances must be cleaned twice a week.
- n) All upholstery blinds, curtains and pelmets shall be thoroughly steam washed/ dry cleaned/ dusted once a year and will be kept in a neat condition at all times.
- o) All blinds shall be dusted weekly.
- p) Picking up of litter inside the building, empty bins and walk ways daily.
- q) Fumigation of all rooms within the office twice a year. Particularly for rodents, cockroaches and snake prevention control. This must be undertaken after consultation with the Department's Manager of the office and all safety measures must be adhered to.
- r) Provide cleaning staff to perform the duties.
- s) Supply SABS approved quality Toiletries (air freshener, hand lotion, hand wash, seat wipes and she packs) daily and/ or on specified intervals.
- t) Supply of 2 ply toilet paper which is SABS approved throughout the contract period. (not less than 4 rolls per person per month).
- u) Keeping of records of daily monitoring of cleaning activities in each ablution, room and office by the supervisor.
- v) Report all leakages and breakages in the toilets and other areas within the building to departmental representative when noticed during the normal execution of your cleaning services.
- w) The damage to the departmental equipment or any building equipment that is damaged during the provision of the cleaning services which involve the employees of the service provider, the service provider will be liable for the costs to repair or buy the equipment.

2.2.1 CLEANING OF BUILDINGS GENERALLY

- a) Buildings shall be cleaned daily unless determined otherwise. Cleaning daily shall include the sweeping of all floors, steps, balconies and porches and dusting-off and wiping over with a damp cloth of all furniture, handrails, window sills and electrical appliances so that the premises may be maintained throughout using a SABS approved detergent effective against all
- b) Telephones shall be wiped clean weekly with a cloth dampened with disinfectant.
- c) Refuse including the contents of refuse-bins and waste-paper baskets shall be removed daily: refuse-bins and waste-paper baskets shall be emptied twice daily and washed and disinfected weekly.
- d) The inside of all window panes shall be washed once in two months.
- e) Cigarette-ends and other refuse shall be removed daily from sand-boxes and pot plants containers provided for such in the designated smoking areas/
- f) Water-Coolers shall be washed out thoroughly with water on a daily basis and with SABS approved cleansing agent and well rinsed twice a week. Water bottles are to be emptied and filled daily with clean water. Tumblers shall be washed daily, and disposable cups must be refilled.
- g) The dusting-off of surfaces higher than 2 meters off the floor shall be carried out once a month which shall include light fittings, high window sills, on top of cupboards, shelves, etc., and where applicable on top of beams.

- h) Un-plastered or rough textured walls that are inclined to collect dust therefore shall be dusted at least once every three months, or if required more often to maintain a high degree of neatness. This requirement is only applicable to offices, passages, entrance halls, toilets, waiting-rooms and other rooms frequented by staff or the public.
- i) All partitions, dividing walls, plastered and painted walls and walls coated with a resin-bonded finish e.g. "Spectrum", shall be washed immediately on the commencement of the contract and thereafter every three months. Spots, marks and stains shall be removed daily with a detergent dampened cloth. This requirement is only applicable to offices, passages, entrance halls, waiting-rooms and other rooms frequented by staff or public.
- j) Internal fire escape stairs shall be swept and dusted every second week. If required for a neat appearance, it shall be wiped with a damp cloth.
- k) All mirrors, handrails, push-and-kick-plates, handles, switches and control panels shall be wiped clean every week with a cloth dampened with a SABS approved disinfectant.
- l) All brass door and window frames shall be polished with a SABS approved polish twice a month.
- m) Ceilings should be dusted and cleaned at least once a month.
- n) Provision of refuse bags.
- o) The service provider will provide adequate cleaning equipment to perform the work efficiently. (e.g. vacuum cleaners and polishing machines where necessary).
- p) All the noise producing cleaning activities will be done before the start of the working hours for DEDEAT that is 8H00 daily especially inside offices.

2.2.2 FLOOR SURFACES

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

2.2.3 TOILETS

- a) All work in toilets must be completed before 8:00 a.m.
- b) All toilets must be refreshed at least 4 times daily. (7H00 a.m., 11H00a.m., 13H00 p.m., and 15H00 p.m.).
- c) Toilet pans and urinals shall be washed and disinfected daily.
- d) Wash hand basins and mirrors shall be cleaned daily.
- e) Tiled or finishing to walls shall be washed and dried once a week.
- f) Supply and service, She Bins throughout the contract period.
- g) Hand paper towel Dispenser and Hand paper towel must be supplied daily.
- h) Provision liquid hand soap with a proper dispenser.
- i) Provision of hand lotion with a proper dispenser.
- j) Cistern blocks.
- k) Installation and supply of Seat wipes and its dispensers.
- l) Refill air freshener and its dispenser.

- m) Provision of refuse bags.
- n) 2 Ply SABS approved Toilet Paper.
- o) Toilet Brushes.
- p) All the toiletries that are provided and require dispensers, they must be on proper dispensers.

2.2.4 STORE-ROOMS

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

2.2.5 REGISTRY/FILING ROOMS/FURNITURE

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

2.2.6 STRONG-ROOMS

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

2.2.7 AUTOMATED AIRFRESHNERS WITH PROPER DISPENSERS

- a) Air Fresheners (Digital) and Refills for corridors. (one on each straight-line corridor and one above the entrance doors).
- b) Air Fresheners (Digital) and Refills for Toilets.
- c) Air Fresheners (Digital) and Refills for Boardrooms.

2.2.8 INTERIOR WINDOW CLEANING

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

2.2.9 KITCHENS

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

- f) Hand paper towel dispenser and hand paper towel must be supplied and must be available on a daily or when used up.

2.2.10 MAIN ENTRANCES AND PRINTING MACHINES.

- a) Provide a foot operated sanitizer holder and a sanitizer next to each of the three (3) photocopying machines.
- b) Provide a foot operated sanitizer holder and a sanitizer in the main entrance.
- c) Provide a sanitizer with at least 70% alcohol content which is in accordance with the recommendations of the Department of Health and World Health Organization.
- d) The disinfecting products must contain active ingredients that are effective against corona virus and monkeypox virus as recommended by National Institute of Communicable Diseases.

2.3 Uniform

The appointed Service Provider shall at all times ensure that all its cleaning staff is neatly clothed in branded uniforms (with the name of the company printed there on) and name tags and also with necessary personal protective equipment which shall include but not be limited to headgear, shoes, gloves, masks compliant with Covid-19 requirements .

2.4 Security identification of employees

- 2.4.1 The supplier must immediately after appointment before commencement of provision of services provide the department with all the documents required for screening purposes for the company (Director/s) and its employees.
- 2.4.2 The supplier must provide each employee with a photo identification card within two months of signing of the contract.
- 2.4.3 The card must contain the following information:
 - The name of the firm (Supplier) and its logo.
 - Name of employee
 - Identity number of the employee
- 2.4.4 The card must always be worn to be visible whilst on the premises of the department. The bidder must have enough control over the permits to prevent any unauthorized use thereof.
- 2.4.5 In order to ensure the quality of service rendered and to exercise control over the employees of the bidder, it is expected of the bidder to have a supervisor present at all times on the premises during the execution of the service referred to in the agreement except for Sarah Baartman and Head Office where the supervisor is shared between different offices.
- 2.4.6 The cleaning staff must be provided with uniform clearly marked with the name of the service provider. Also, they must be provided with protective clothing within one month of signing the contract.

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR A MULTI-YEAR PERIOD FROM FY 2022/23 TO FY 2024/25(36 MONTHS) FOR HEAD OFFICE MULTIPLE OFFICES.



2.5 Health and safety plan

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

2.6 Duration of the contract

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

2.7 Site inspections

There will be a compulsory site inspection which will be conducted by the prospective suppliers to the site. This is to familiarize themselves with the condition and area of the site for the purpose of submitting informed proposal. Failure to attend the compulsory site inspection will result in your bid being disqualified. There will be a page within the document that will require a departmental stamp for a particular office as proof of having visited the site for inspection.

2.8 The employee requirements for the cleaning services

The table below provides a summary of the estimated employee requirements in this office.

Table 1: Employee requirements per office

Regional Offices.	Contact Person	Number of Cleaners Required	Estimated Floor Area.
Head Office	Mr Zweloxolo Gule: Tel: 066 470 3334		
1. Global Life Building, and		2	405
2. Shop G Dukumbana		1	120
3. Phalo House Building		2	210
4. Unit 16 Amatola Business Village		1	120
5. Old Standard Bank Building		2	790
	Supervisor for the sites	1	
Total		9	1765

2.9 Proposed methodology and approach

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

3 MONITORING

- 3.1.1 The prospective supplier must assign a project manager for this project. The project manager must report to the representative of the Department regarding the execution of the terms of reference set out in this bid document.
- 3.1.2 The project manager must submit cleaning site reports on a monthly basis to the representative of the department. Quarterly or adhoc meetings must be held between the departmental representatives and the supplier to discuss all issues arising during the month.

4 EVALUATION CRITERIA

This bid shall be evaluated in two stages. In first stage, bids will be evaluated on **functionality** and in second stage bids will be evaluated in accordance with 2017 procurement regulations.

4.1 Mandatory requirements

- 4.1.1 Proof of registration with Unemployment Insurance Fund (U.I.F.) certificate or tender letter from Department of Labour.
- 4.1.2 Proof of registration with Centralized Supplier Database (CSD registration Report).
- 4.1.3 A letter of good standing from the bank or bank rating of C.
- 4.1.4 Resolution authorizing a particular person to sign the bid documents.
- 4.1.5 Proof of registration to provide She-bins and hygiene service or letter of arrangement with the registered company.
- 4.1.6 Letter of good standing for COIDA from Department of Labour.

4.2 Bid Evaluation Process

The following evaluation criteria will be applied:

- 4.2.1 Proposals will be evaluated on two phases.

First phase: Functionality

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR A MULTI-YEAR PERIOD FROM FY 2022/23 TO FY 2024/25(36 MONTHS) FOR HEAD OFFICE MULTIPLE OFFICES.



Second phase: Price and Preference (subject to the new regulations)

4.2.2 Conditions

Bids will be evaluated individual on score sheets by the evaluation members using the criteria indicated below.

This criterion will be broken down into a rating as follows:

1= Poor	2= Fair	3= Good Excellent	4 = Very Good	5=
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4.2.3 First phase of the evaluation (Functionality)

4.2.3.1 The following is the criteria to be used to determine the ability and capability of the bidders to deliver on the required services.

Bidders must score **7 (70%) points out of 100 (100%)** and above to qualify for the second phase of the evaluation which is the PPR 2017. Bidders who failed to obtain 70 points out of 100 points will be eliminated and will not be considered for the second phase.

Table 2: Elements that will be considered for determining quality/functionality

QUALITY / FUNCTIONALITY	Score out of 5	WEIGHT/100
<u>Company Experience</u>		
Bidders to submit proof of experience which must entail the following detail:		
a. Summary of previous contracts held – Detail, Duration, active contact details of references.		
b. Attach reference letters supporting information in (a).		
Company have no previous track record in conducting projects of this nature	1	10
Company demonstrate 1 to 2-year track record in conducting projects of this nature	2	
Company demonstrate a greater than 2 year but less than 5 years track record in conducting projects of this nature	3	
Company demonstrate a greater than 5 year but less than 7-year track record in conducting projects of this nature	4	
Company demonstrate a 7 year and above track record in conducting projects of this nature	5	

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR A MULTI-YEAR PERIOD FROM FY 2022/23 TO FY 2024/25(36 MONTHS) FOR HEAD OFFICE MULTIPLE OFFICES.

<u>Work Plan:</u> The detailed work method that will be followed for the execution of the contract: The work plan should address all the deliverables as reflected from point 2.2 to 2.8 of this document.		
If the plan addresses less than 5 points	0	40
If the plan addresses 5 points	1	
If the plan addresses 8 points	3	
If the plan addresses all points	5	
<u>Socio - Economic Beneficiation:</u>		
The bidder demonstrates how local people will benefit from this contract:		
<ul style="list-style-type: none"> a) By providing a plan in relation to sourcing of cleaning material locally (e.g. SMME's, Co-operatives). b) By a local focused recruitment plan of its employees. 		
Meets the above requirements in (a and b).	5	15
Does not meet the above requirements	1	
<u>Waste Management Plan</u>		
The bidder demonstrates how they will ensure that waste will be properly disposed of in terms of applicable environmental prescripts. A detailed waste management showing the management of the waste from offices to storage ready for collection by the municipality for disposal and Health Care Risk Waste (Medical waste and sanitary towels) collection and disposal.		
Detailed waste management plan meeting requirements under objectives and deliverables as indicated in the Terms of Reference.	5	25
Waste management plan does not address all the objectives and deliverables as indicated in the Term of Reference.	1	
<u>Training related to Covid_19 pandemic:</u>		
Employees must be trained on basic knowledge of the pandemic and how to conduct themselves under the conditions for their safety and departmental staff.		
The company employees subjected to external accredited training for communicable diseases including Covid-19 (Certificate received from accredited COVID 19 trainers –1 to 2-days attendance – webinars)	5	10
Employees subjected to internal training (within the company) for Covid-19 (presentation/s and registers that the employees are trained on COVID 19)	3	
No employees have been trained for Covid-19	0	

4.2.3.2 Pricing schedule

The format of the pricing schedule is attached to this document. The bidder should further substantiate the information provided where deemed necessary by giving a price breakdown for each amount given and may add items if necessary.

4.2.4 Second phase of the evaluation criteria

4.2.4.1 In terms of the revised Preferential Procurement Regulations 2017, the bidders are required to, together with bids, submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof to substantiate their B-BBEE rating claims.

4.2.4.2 The following preference point system will apply: 80 Points for price and 20 points for B-BBEE.

Table 3: Preference point system (this whole area will be revised on promulgation of new regulations).

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5 SPECIAL CONDITIONS OF THE BID

- a) Where the specification is silent on any matter, the relevant stipulation addressing such matter, and which appears in the departmental procurement policy and procedures shall take precedence.
- b) Services rendered outside the scope of this project without the prior approval of the Project Manager will not be reimbursed.
- c) The current office arrangements for Head Office are temporary, however should the department find alternative accommodation to accommodate Head Office employees the recommended bidder must relocate with employees and provide services where required. There will be no additional or decrease on the number of cleaners required for the duration of the contract.

- d) Prices charged by the supplier for services performed under the contract shall not vary from the price quoted by the supplier in his/her bid, except for any price adjustment authorized in SCC or in the purchaser's request for bid validity extension.
- e) Failure to comply with the specification as set out in the tender document shall constitute a material breach and the department reserve the right to cancel the contract.
- f) The department will issue an official purchase order for the services required under this contract. No work should be undertaken without an official purchase order that is addressed to the successful bidder.
- g) The purchase order number must be shown on every invoice.
- h) This contract is applicable to cleaning services from the temporal arrangement at Head Office to a renovated central place for Head Office.
- i) The department reserves the right to conduct site inspections before/ after or during the contract.
- j) The department reserves the right not to award the contract or cancel at any time and shall not be bound to accept the lowest or any bid offer.
- k) The department reserve the right to negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions including price without offering the same opportunity to any other bidder who has not been awarded the status of the preferred bidder.
- l) The department reserve the right to accept part of the bid rather than the whole bid.
- m) Bidders who do not comply with the requirements will be disqualified.
- n) The department reserve the right to correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the process.
- o) Performance of services shall be made by the supplier in accordance with the terms specified in the contract.
- p) The tender will be awarded subject to a legally enforceable contract being entered into between the preferred bidder and DEDEAT, which will impose material terms and conditions of the contract applicable to the parties in rendering the intended services.
- q) DEDEAT will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid.
- r) The service provider must be cleared by the National Treasury as per section 28 of the Prevention and combating of corrupt activities act, (act 12 of 2004).
- s) Bidders must comply with all procurement conditions of the department, including the provision of SARS documents.
- t) The service provider will provide a payroll monthly for verification of salaries by the department to satisfy itself that they are aligned with Sectoral Determination 1 which is applicable at the time.
- u) The service provider will provide proof of registration and payment of UIF, COIDA and provident fund deductions to the relevant bodies within the first three months of the contract and continuously throughout the contract period.
- v) The service provider will enter into an employment contract with all employees under this contract and provide copies to the department immediately after signing of those contracts.

- w) The service provider will issue the employees with payslips for each month for the duration of the contract, which will show all the information as required by the relevant legislation.
- x) The amount or the price quoted by the bidder shall be firm for a period of twelve months. Only price adjustments in line with Consumer Price Index (CPI) will be accommodated if there is a proof in term of CPI and such bidder must give the department a month notice prior the implementation.
- y) Any additional costs incurred by the bidder because of the shortcomings in the bidder's specifications not pointed out by the bidder, will be for the bidder's own expense.
- z) The bidder should not qualify the bid with his/her own conditions of bid. Any qualification to the terms and condition of this bid may result to disqualification of the bidder's proposal.
- aa) Any information in the bid response of proprietary nature shall be clearly and specifically marked as such.
- bb) Payment will only be made as per services rendered.

6 VALIDITY PERIOD

Proposals must remain valid for **90 days from submission**. Bids not valid for 90 days will not be considered.

7 CONTRACT PERIOD

The contract will be for **thirty-six (36) months** period upon signing of Service Level Agreement.

8 RETURNABLE DOCUMENTS

Table 4: Returnable documents

Document	Conditions
BBBEE certificate	Copy must be certified by a commissioner of oaths
Resolution authorising a particular person to sign the bid documents	
SBD 1 (invitation to bid)	
Proof of CSD and LOGIS registration	
SBD3.3 (pricing schedule)	
SBD4 (declaration of interest)	
SBD6.1 (preference points claim form in terms of Preferential Procurement regulations 2022)	

9 SUBMISSION OF PROPOSALS

All bids must be submitted in a sealed enveloped clearly marked with the bid number, description, name of the bidder addressed to Supply Chain Management.

Bids must be submitted in a Bid Box located at Ground floor, corner of Mc Lean and Downing Street, Old Standard Bank Building, King Williams Town

The closing date Late Bids, faxed, facsimiled, email, telegraphic will not be considered.

Publications

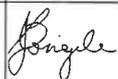
Provincial Tender Bulletin

News Papers

21 Working days

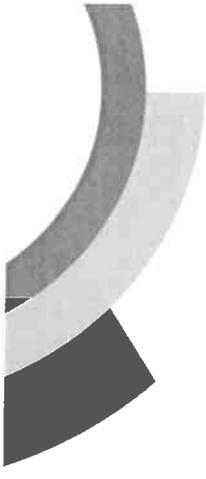
For technical information contact: Mr S. Mabongo Email: sandiso.mabongo@dedea.gov.za	For bid enquiries contact: Ms Hlokoma Mtshotshisa Assistant Manager: SCM e-mail: Hlokoma.mtshotshisa@dedea.gov.za
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10 APPROVAL OF TERMS OF REFERENCE

NAME	S. MABONGO	T. BOUCHER	V. SADIKI	S. HLWEMPU	S. JONGILE	M. MAMA
POSITION	MANAGER: SECURITY AND WORK ENVIRONMENT	GM: CORPORATE MANAGEMENT	DEPUTY CHAIRPERSON: BID SPECIFICATION COMMITTEE	SM: SUPPLY CHAIN MANAGEMENT	CHIEF FINANCIAL OFFICER	HEAD OF DEPARTMENT
ACTION	Compiler	Recommended	Recommended	Recommended	Recommended	Approved
		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
COMMENTS						
SIGNATURE						
DATE	19/07/2022	10/08/2022	11/08/2022	11/08/2022	12/08/2022	12/08/2022



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



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



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

NB: The basis for the calculation of the salaries and related benefits should be aligned to the applicable and relevant sector determination at the time.
 Installation of dispensers for all products that need dispensers such seat wipes, hand paper towels etc should be done properly.
 Costs for cleaning material should be shown such as chemicals and related products.



Province of the
EASTERN CAPE
ECONOMIC DEVELOPMENT
ENVIRONMENTAL AFFAIRS & TOURISM

Ref: *[reference number]*

Tel: 072 045 8528 | Fax: 086 511 7610

Contact Person: *[Hlokoma Mthshisa]*

| Email: hlokoma.mtshotshisa@dcedea.gov.za

APPOINTMENT OF A SUITABLE SERVICES PROVIDER(S) TO RENDER CLEANING SERVICES FOR PERIOD OF THIRTY SIX (36) MONTHS FOR THE FOLLOWING OFFICES: Head Office, Amathole, Chris Hani, Joe Gqabi, OR Tambo, Alfred Nzo, Sarah Baartman.

SCMU- PP09-22/23-02

Record of Addendum to tender documents

We confirm that the following communication received from the Department before the submission of this tender offer, amending the tender documents. (Please sign and send it back together with the documents or proposal)

Addendum 1:

The Terms of Reference will be reference as follows:

- Annexure A - Head Office
- Annexure B - Amathole (East London) Regional Office
- Annexure C - Chris Hani (Queenstown) Regional Office
- Annexure D - Joe Gqabi (Alwal North) Regional Office
- Annexure E - OR Tambo (Mthatha) Regional Office
- Annexure F - Alfred Nzo (Maluti) Regional Office
- Annexure G - Sarah Baartman (PE) Regional Office

Addendum 2

The Mandatory Requirements require that the bidder must have a valid SECTOR specific COIDA for Cleaning Services.

Addendum 3

Proof of registration to provide She-bins and hygiene service or letter of arrangement with the registered company, which is duly signed by the accredited service provider. Proof of registration with the INSTITUTE OF WASTE MANAGEMENT OF SOUTHERN AFRICA which complies with the South African National Standards that guides the healthcare risk waste industry.

Addendum 4

Please submit the signed addendum together with the proposal, failing which bidder will be disqualified. Note that the department reserves the right to appoint more than one service provider, provided that the company meets the requirements as stated in the tender data.

We confirm that the following communication received from the Department before the submission of this tender offer, amending the tender documents.
(Please sign and send it back together with the documents)

Signed _____ Date _____

Name _____ Position _____

Tenderer:
Company Name _____