

PART A INVITATION TO BID

ECBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU12-22/23-0006	CLOSING DATE:	05 SEPTEMBER 2022	CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF CLEANING AND HYGIENIC SERVICES FOR HEAD OFFICE AND AMATHOLE DISTRICT OFFICE (BHISHO AND EAST LONDON) FOR A PERIOD OF FORTY- EIGHT (48) MONTHS				
BID RESPONSE DOCUMENTS MUST 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 MUST BE DIRECTED TO			TECHNICAL ENQUIRIES MUST BE DIRECTED TO:		
CONTACT PERSON	MS. P. NDALENI		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.ndaleni@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:		O R	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

COMPLIANCE CHECKLIST TO BE COMPLETED BY THE BIDDER

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
1	ECBD 1-Invitation to Bid				
2	Central Supplier Database(CSD)				
3	SARS PIN Letter				
4	ECBD 3.1 – Pricing Schedule				
5	ECBD 4- Declaration Interest				
6	ECBD 6.1- Preference Points Claim Form				
7	General conditions of contract				
8	Special conditions of contract including Annexures if applicable				
9	Terms of reference				
10	Bidder's proposal				
11	Functionality evaluation- including references letters, CV's etc. (if requested)				
12	Gender(F-female or M-male				
13	Youth(Y=yes or N=no				
14	Disability(Y=yes or no				

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 if 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 hygienic services for Head Office and Amathole District Office (Bhisho and East London) for a period of forty- eight (48) months: SCMU12-22/23-0006** , 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 11h:00 on the closing date, 05 September 2022**. 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. BRIEFING SESSION MEETING

Bidders are required to attend the compulsory briefing session. Failure to attend the compulsory briefing session will lead to your bid being disqualified.

Compulsory briefing session will be held as follows:

Time: 11h00

Date: 22 August 2022

Venue: Eastern Cape Provincial Treasury, Tyamzashe Building, 2nd Floor Main Boardroom, Phalo Avenue, Bhisho

11. FAILURE TO RETURN BID DOCUMENTS

A Bidder who failed to submit a bid document does not have to return the bid documents after the closing date and will not be considered for the bid.

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 one hundred and twenty (120) 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
PROVINCIAL TREASURY**

CLEANING & HYGIENE SERVICES FOR ECPT

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.
35. **Access to Information:** Protection of Personal Information Act (POPIA) will be processed by the ECPT for purposes of assessing the service provider's submission in relation to the RFP/RFQ's and bid for the purposes of assessing current services required by the ECPT. We may also share the service provider's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to carry out verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act, No. 38 of 2001 ("FICA"). In this regard, the service provider acknowledges that ECPT's authorised verification agent(s) and service providers will access Personal Information and conduct background screening.

**PRICING SCHEDULE – FIRM PRICES
(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.....
Closing Time 11:00	Closing date.....

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

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

TOTAL BID PRICE: R _____

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

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

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

ECBD 4 FORMS

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.

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.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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.
- 3.5 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ECBD 6.1

**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 **Not to exceed R50 000 000** (all applicable taxes included) and therefore the **80 / 20 Preference Point System shall be applicable.**

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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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 us 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:

80/20

or

90/10

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

or

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

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 (90/10 system)	Number of points (80/20 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:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....

- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- 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		
Black people who are youth		
Black people who are women		
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-BBEE 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

.....

.....

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.

- 3.1 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 Bidders must submit original and valid status level verification certificate or a certified copy of B-BBEE verification certificate from accredited verification agencies in order to claim B-BBEE points; or submit a Sworn Affidavits for Exempted Micro Enterprises (EME) / QSE.
- 3.5 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;
- 3.6 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;
- 3.7 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;
- 3.8 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points;
- 3.9 No bids will be considered if submitted after closing date and time;
- 3.10 Bidders are not allowed to amend the standard bidding forms;
- 3.11 Bidders are required to fully complete and sign all the relevant ECBD 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 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 **ECBD 3.1**.
- 3.16 Where applicable, bidders are required to consider the Pricing Index issued by Provincial Treasury on a quartley basis for Price Benchmarking. It is available on the Departmental [Website@www.ectreasury.gov.za/Circulars](http://www.ectreasury.gov.za/Circulars) issued by Provincial Treasury.

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 (CIPRO/ CIPC) 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;
- 4.11 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate or a sworn affidavit for every separate bid for Exempted Micro Enterprises (EME) / QSE.
- 4.12 Bidders must fully comply with all minimum requirements stipulated in the Terms of Reference as these requirements disqualifies bidders from evaluation;
- 4.13 Bidders must accurately cost all items 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 **ECBD 3.1**.
- 4.14 Where applicable, bidders are required to consider the Pricing Index issued by Provincial Treasury on a quartely basis for Price Benchmarking. It is available on the Departmental [Website@www.ectreasury.gov.za](http://www.ectreasury.gov.za/Circulars)(Circulars issued by Provincial Treasury.



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EASTERN CAPE
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TERMS OF REFERENCE

**PROVISION OF CLEANING AND HYGIENIC SERVICES FOR
HEAD OFFICE AND AMATHOLE DISTRICT OFFICE
(BHISHO AND EAST LONDON) FOR A PERIOD OF FORTY-
EIGHT (48) MONTHS**

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1. INTRODUCTION

The Eastern Cape Provincial Treasury (ECPT) requires provision of cleaning and hygienic services for Bhisho (Head office) and Amathole district office (East London) for a period of forty-eight (48) months.

2. OBJECTIVES

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

With the outbreak of the Corona Virus Pandemic, each organisation was required to take precautionary measures in order to reduce the infection rates and save the lives of the departmental employees and stakeholder visitors as well as control the further spread of the Corona virus. This scenario compelled the cleaning service providers to comply with the required COVID-19 protocols such as wearing of masks, gloves and sanitising.

3. SCOPE OF WORK

3.1 The successful bidder must render cleaning and hygienic services at the ECPT offices located in Bhisho and Amathole district office as follows: -

- 3.1.1 Provision of uninterrupted cleaning and hygienic services at ECPT offices located at Tyamzashe Building, Shop No.7, former Shooters Building, shops no. 1,2,3,4, Phalo House and Global Life, all in Bhisho, Hanger (Zwelitsha), former Pick'n Pay store and Amathole district office (BKB Building East London). The successful bidder may be required to provide same services to additional offices acquired by the Department during the duration of the contract.
- 3.1.2 Supply of cleaning materials in paragraph 6.
- 3.1.3 Supply / install toilet equipment, such as Air Freshener Units, Soap Dispensers, SHE bins, dust bins, toilet paper holders, paper towel dispensers and seat sanitizer dispensers including those detailed in **Annexure E** (details of toilet layout) attached. 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.

- 3.1.4 Maintain the, Air Freshener Units, Soap Dispensers, toilet paper holders, paper towel dispensers and seat sanitizer's dispensers over the duration of the contract. Where the aforementioned equipment is none functioning or none existent, they must be supplied and installed or replaced at the bidders cost. Provision of sanitary services in all female toilets.
- 3.1.5 The successful bidder will be required to ensure that water filter machines are cleaned and filled in accordance with the guidelines issued by the manufacturer of the machines.
- 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 all the ventilator rooms next to toilets.
- 3.1.8 Striping and cleaning passages, kitchens, stone tiles and steps/stairs.
- 3.1.9 Striping and sealing of tiles both inside and outside the toilets and lifts.
- 3.1.10 Cleaning of all windows in and out, floors including glass doors in all the main entrances.
- 3.1.11 Ensure that the cleaning is done daily before eight o'clock.
- 3.1.12 Maintenance, servicing, cleaning and refilling of water coolers **on a daily** basis.
- 3.1.13 Cleaning of the car park monthly.
- 3.1.14 Steam cleaning of office chairs, carpets, couches and curtaining on a quarterly basis.
- 3.1.15 Cleaning of all balconies in ECPT buildings, **monthly all required equipment will be at the expense of the successful bidder.**
- 3.1.16 Cleaning of all kitchens, sinks, cupboards, utensils, fridges, microwaves and all kitchen appliances, crockery, cutlery, lunch boxes utilized by ECPT officials on a daily basis.
- 3.1.17 Dusting and polishing of office furniture, desks, chairs, computers, printers and emptying of shredders on daily basis.
- 3.1.18 Dusting of files/records/documents and any appliances that are either on the desks/cupboards on a daily basis.
- 3.1.19 Provide pest control/fumigation throughout the facilities on a quarterly basis.
The Supervisor will be responsible for the planning, implementation and

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monitoring of the Pest Management Programme.

- 3.1.20 Removal of bees and bird nests with provision to deter birds/doves.
- 3.1.21 Removal of refuse from the departmental steel dust bins at the back of Tyamzashe building on a weekly basis.
- 3.1.22 Provide tea services as and when required at ECPT offices located in Bhisho and Amathole district office.
- 3.1.23 Provision of (PPE's) such as masks, gloves and sanitizer for the service provider's staff.
- 3.1.24 Where there is, a case related (COVID-19) reported within the department, the successful bidder must provide disinfection of offices affected.

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.

4. PROCUREMENT LEGISLATION

- 4.1 ECPT has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act No.5 of 2000), Preferential Procurement Regulations 2017 and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 4.2 The BBBEE status of each party will be verified through the Central Supplier Database. The Bidder is required to provide the BBBEE certificate / sworn affidavit to confirm the BBBEE status level.
- 4.3 **Access to Information:** Protection of Personal Information Act (POPIA) will be processed by the ECPT for purposes of assessing the service provider's submission in relation to the RFP/RFQ's and bid for the purposes of assessing current services required by the ECPT. We may also share the service provider's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to carry out verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act, No. 38 of 2001 ("FICA"). In this regard, the service provider acknowledges that ECPT's authorised verification agent(s) and service providers will access Personal Information and conduct background screening.

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5 FLOOR SPACE FOR ECPT

Description of space	Square metres
Tyamzashe Main Building: (Ground to 4 th Floor and car park)	8 586
Tyamzashe Building: IT (Shop No. 1)	219
Tyamzashe Building: SCMO (Shop 2,3,4 & 5)	660
Tyamzashe Building: Infrastructure Management (Shop No. 6)	182
Tyamzashe Building: SCMU (Shop No. 7)	1 273
Amathole District Office (BKB Building)	1 000
Phalo House (Ground to 3 rd Floor)	3 431
Global Life Building	657
Zwelitsha Harker (Records/ documents stores)	220
Former Pick'n Pay store (Bhisho)	270
Total Office Space	16 498

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6 ESTIMATED CLEANING MATERIAL TO BE SUPPLIED OVER 48 MONTHS PERIOD

ITEM NO.	DESCRIPTION OF PRODUCT	ESTIMATED QUANTITIES	COMPLIANCE
1.	Two ply white toilet paper estimated (Females and Male toilets) x 600 bales	2400 bales	Must be of good quality and SABS 648 approved
2.	Air fresheners x (200mlx42x12x4)	2016 cans	Must be of good quality and SABS approved
3.	Liquid hand soap (25Lx6x12x4)	7200L	Must be of good quality and SABS 238 approved
4.	25L dish wash liquid (25Lx6x12x4)	7200L	Must be of good quality and SABS 238 approved
5.	25L disinfectants (25Lx6x12x4)	7200L	Must be of good quality and SABS47 and CKS 459
6.	25L Sanitizer (25Lx5x12x4)	6000	Must be of good quality and SABS approved
7.	25L x 6x12x4 Ammoniated detergent	7200L	Must be of good quality and SABS 1225
8.	Drain cleaner (25L x 12x4)	1200L	Must be of good quality and SABS approved
9.	Waste disposal bags (200 in a bale) (5x12x4)	240 bales	Must comply with CKS 460
10.	Bin liners (200 in a bale)(5x12x4)	240 bales	Must comply with CKS 460
11.	Waste disposal bags(200) Auto bin	240 bales	Must comply with CKS 460
12.	Disposable hand paper towels roll (10x12x4)	480 rolls	Must be of good quality and SABS approved
13.	Office furniture / equipment polish 32x(2x275ml)x12x4)	26400	Must be of good quality and SABS approved
14.	Toilet seat sanitizer (25Lx6x12x4)	7200L	Must be of good quality and SABS approved
15.	Urinal pads (50x12x4)	2400 Urinal pads	Must be of good quality and SABS approved
16.	Toilet spray (refill)(100mlx50x12x4	2400ml	Must be of good quality and SABS 1225
17.	Toilet bowl cleaner (25Lx4x4)	400L	Must be of good quality and SABS approved
18.	Floor sealer per month (25Lx5x12X4)	6000L	Must be of good quality and SABS approved
19.	Floor stripper (25Lx3x12X4)	3600L	Must be of good quality and SABS approved
20.	Floor polish (25Lx3x12x4)	3600L	Must be of good quality and SABS approved
21.	Window cleaning detergent (25Lx2x12X4)	2400L	Must be of good quality and SABS approved

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22.	Carpet shampoo (25Lx6x12X4)	7200L	Must be of good quality and SABS approved
23.	Bleach (25Lx5x12x4)	6000	Must be of good quality and
24.	Dust pans & short broom(32X2X12X4)	3072	Must be of good quality and SABS approved
25.	Dish Towels	3072	Must be of good quality and SABS approved
26.	Mutton Cloth roll 10 kg (5X12X4)	240	Must be of good quality and SABS approved
27.	Yellow Duster	3072	Must be of good quality and SABS approved
28.	Further Dusters	3072	Must be of good quality and SABS approved

7 EQUIPMENT

The successful bidder must have the following equipment, which remains the property of the bidder at the end of the contract.

- 7.1 Vacuum cleaners
- 7.2 Soft, hard brooms and mops
- 7.3 Protective clothing
- 7.4 Toilet waste paper bins
- 7.5 Roach traps
- 7.6 Safety warning signs
- 7.7 Toilet brushes
- 7.8 Fibre dust
- 7.9 Buckets, Long and short step ladders, polish applicator, spider mops, long and short squeegee
- 7.10 Steam cleaning machines
- 7.11 Water sucking machine
- 7.12 Floor drier machine
- 7.13 Floor polisher
- 7.14 High pressure machine system
- 7.15 Hand brooms 380mm
- 7.16 Industrial heavy duty mops

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8 EXPECTED DELIVERABLES AND OUTPUTS

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

#	Services
8.1	General cleaning of ECPT offices. Cleaning refers to an appropriate method of ensuring that all offices, passages etc. are free of moisture, dust, dirt, grease or grime.
8.1.1 Daily Activities	
	<p>Floor Maintenance (Vinyl and Travertine Tiles, Ceramic Tiles, etc.): <u>Office Areas & Passages:</u></p> <ul style="list-style-type: none"> - Sweep floors; - Wash with a clean chemical soaked or drenched spider mob; - Spray buff with industrial floor polish by spraying a fine film of resin on to floors; - Clean or cleaning shall be taken to mean the appropriate methods of ensuring the surface requiring to be attached to is free of dust, grease or grime; and - Spot clean and remove marks or gum etc. <p>Cleaning <u>Offices:</u></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, printers and emptying shredders on daily basis; - Wipe all seats with a chemically soaked or drenched cloth to disinfect all floors and seating all areas; - Dusting of window seals, skirting, ledges, ceiling, doors, vertical surfaces and pictures etc.; - Clean and wipe handrails, doors, etc.; and - Dust pictures / mirror frames in Foyer. <p><u>Kitchen:</u></p> <ul style="list-style-type: none"> - Cleaning of all kitchen sinks, cupboards, utensils, crockery, fridges, microwaves, dishcloths and all kitchen appliances utilized by the ECPT officials. <p>Blinds:</p> <ul style="list-style-type: none"> - All vertical and roller blinds shall be dusted and cleaned from spots, grease and splashes. <p>Carpet maintenance:</p> <ul style="list-style-type: none"> - Sweeping and vacuuming of carpets. <p>Waste Bins & Waste Disposal in offices:</p> <ul style="list-style-type: none"> - Empty, clean and wipe with chemical soaked or drenched cloth all waste bins in waiting areas, offices & kitchens twice daily. - All waste bins must be lined with a plastic bag.



#	Services
	<p>Stairs and lifts:</p> <ul style="list-style-type: none"> - Clean and maintain landings (corridor) and treads (step/stairs) according to finish; - Vacuum clean trappers mats and clean mat recesses; - Remove any spots from carpets and buff clean lift floors; - Clean and blow out lift door grooves; - Polish and clean lift mirrors; - Wipe light switches; and - Dust light fittings <p>Foyers and entrances:</p> <ul style="list-style-type: none"> - Remove all expired notices fixed to walls, doors and windows; - Strip tiled floors; - Clean reception furniture; - Wipe walls; and - Dust picture/mirror frames. <p>Windows and window walls, glass, etc:</p> <ul style="list-style-type: none"> - Spot clean glass doors and sidelights. <p>Ablution services: <u>General:</u></p> <ul style="list-style-type: none"> - Clean and sanitise with disinfectant all bowls, basins, vanities and urinals; - Scrub, clean and disinfect floors; - 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; - Always ensure that there is sufficient toilet paper, hand paper towels, air freshener filled and liquid soap dispensers filled; - Ensure that sufficient cleaning liquid is available in the toilets (500ml of approved drain cleaner liquid or deodorant blocks into each urinal outlet in strict accordance with the manufacturer's instructions). This is to be done on Friday after hours; - Emptying and cleaning of Sanitary/SHE bins; - Check and replenish deodorant blocks in urinals. Blocks that will cause blockage in the drainage system may not be used; - Complete a service schedule on the back of the toilet door indicating the name of the cleaner.
8.1.2 Weekly Activities	
	<p>Carpet maintenance:</p> <ul style="list-style-type: none"> - Vacuum clean thoroughly to ensure that all grit and dust is removed. Vacuum cleaners must be regularly cleaned and fitted with appropriate pollen and dust filters.



#	Services
	Cleaning Offices: <ul style="list-style-type: none"> - Dust and chemically clean all furniture and fittings, including desks, tables, book tables, cabinets, computers, crockery and electrical appliances; - Wipe and clean fire extinguishers; - Dust, chemical clean fittings and floors in main storeroom; and - Surface spray and polish all screens, tables, desks, cupboards and computers. Waste disposal: <ul style="list-style-type: none"> - All waste bins must be lined with a plastic bag, which need to be replaced at least twice a week; and - Wash and disinfect refuse holders in waiting areas and offices.
8.1.3 Monthly Activities	
	Strip Cleaning of Floors: <ul style="list-style-type: none"> - Strip and seal with two coats polymer non-slip floor sealant.
8.1.4 Bi-Monthly Activities	
	<ul style="list-style-type: none"> - Clean inside and outside faces of all windows; - Clean both sides of internal glasses; and - Clean and polish all door handles and wash all burglar guards.
8.1.5 Quarterly Activities	
	Carpet maintenance: <ul style="list-style-type: none"> - Deep steam clean of all carpets with industrial machine with SABS approved chemicals for all offices and any other furniture that is to be removed is to be replaced in its exact original position on completion. Strict supervision of this operation will be essential.
8.1.6 Bi-Annual	
	Walls and painted work: <ul style="list-style-type: none"> - Wash and scrub all painted walls and door surfaces.
	Curtains, vertical blinds and roller blinds: <ul style="list-style-type: none"> - All curtains, vertical and roller blinds shall be dusted and cleaned from spot, grease and splashes.
8.1.7 Cleaning Programme	
	<ul style="list-style-type: none"> - The successful bidder will be required to draw up a cleaning programme prior to commencement of the service.

9 PEST AND RODENT CONTROL

9.1 The successful bidder will do pest control 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 consist of the following: -

- 9.1.1 Monthly inspection of all harbourages and likely harbourages.
- 9.1.2 Identifying of pest infestation and specific pest.



- 9.1.3 Apply suitable remedy through application of pesticides/rodenticide.
- 9.1.4 Carry out routine services for prevention of possible pest infection.
- 9.1.5 Placement of monitoring roach traps and or inspection of areas.
- 9.2 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.
- 9.3 The method of treatment in respect of prevention and elimination is to conform with 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.
 - **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.

Note: The successful bidder must use a certified / professional Pest control company and furnish the department with the certificate or proof that the pest control company is professionally accredited to provide the service.

10 PROVISION OF OFFICES, STORES, WATER AND ELETRICITY

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 own cost.

11 COMMUNICATION, MONITORING AND REPORTING

- 11.1 The successful bidder **must assign a Project Manager/Director** during all execution phases of this service and the name of the Project Manager must be submitted to ECPT. Should the Project Manager/Director changes during the course of the contract for whatever reason, the Security, Office Support and Auxiliary Services must be notified thereof and the person replacing the Project Manager/Director should be of equal or greater experience and skills than the previous Project Manager/Director.



- 11.2 The Project Manager/Director must submit a monthly report to Security, Office Support and Auxiliary Services 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.
- 11.3 The supervisor is expected to provide evidence of daily monitoring of the service. In this aspect, registers (Attendance register, Timesheet register, Sanitary register in the toilets) must be updated, signed and to be submitted to ECPT.
- 11.4 **Quarterly meetings** will be held to conduct the performance assessments/evaluations with the successful bidder.

12 WORK PLAN

- 12.1 Successful bidder must submit a work plan detailing exactly how the project will be carried out taking into account the below requirements, the scope of work and expected deliverables. The work plan must also address the following items:
- 12.1.1 Creation of jobs in the local area.
 - 12.1.2 How duties will be carried out, managed and monitored.
 - 12.1.3 Control procedures and mechanisms to monitor the contract.
 - 12.1.4 The total number of cleaners to be provided and their average salaries.
 - 12.1.5 Contingency plan detailing on how to manage absence due to strike and leave.
 - 12.1.6 Contingency plan in case of unforeseen circumstances.
 - 12.1.7 Provision of Equipment list.
 - 12.1.8 Cleaning material supplies.
 - 12.1.9 Provision of Material Safety Data Sheet (MSDS).
 - 12.1.10 Pest control programme.

13 HEALTH AND SAFETY COMPLIANCE

- 13.1 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.
- 13.2 A Material Safety Data Sheet (MSDS) must be submitted, that details information on hazardous chemicals as well as physical and chemical properties of the product. Furthermore, the successful bidder must ensure that their employees are aware of the hazardous chemicals used and to take necessary precautionary measures.

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14 TRACK RECORD AND REFERENCES

Bidders must submit references with details of at least four (4) projects/contracts successfully undertaken in the provision of Cleaning and Hygienic Services environment. At least two (2) projects/contracts must be for cleaning a floor space of not less than 8 000m². The following information must be provided in **Annexure A** as indicated below:

- 14.1 The company names/clients;
- 14.2 Description of projects/contracts undertaken;
- 14.3 Size of the floor space cleaned in square meters (m²);
- 14.4 Start & end dates of the projects/contracts;
- 14.5 Duration of the contract;
- 14.6 Number of cleaners and supervisors used; and
- 14.7 Contactable references with contact names and working telephone numbers.

NB: Bidders must complete and submit the attached Annexure A (Track record) and failure to do so will result in disqualification of the bid.

15 SECURITY IDENTIFICATION OF EMPLOYEES

- 15.1 The uniform and the identification card must be worn to be visible at all times 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 Management, Office Support and Auxiliary Services 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 with regard to 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 In order 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 forty-eight (48) months.
- 16.2 The successful bidder must have a fully functional office within 70km radius of Bhisho. If the successful bidder does not have the office, the bidder must open the office within three (3) months after acceptance of award. Office details must be submitted to the ECPT immediately. The department will verify the existence of the office on a continual basis. If such branch / office is not opened within the stipulated period, the contract will be terminated.

17 GENERAL CONDITIONS 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 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. 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 hygienic 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 note that in case of natural disaster, the bidder will be compensated according to the number of cleaners on site. This will be negotiated between the department and the successful bidder.
- 17.6 A valid certified letter of good standing issued by the Department of Labour on Compensation of Injuries and Diseases Act (COIDA) within 21 days upon receipt of

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appointment letter.

17.7 Bidders must submit proof of registration as a Pest Control Operator with the Department of Agriculture as per Act 36 of 1947.

17.8 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 or his employees or agents.
- To ensure that the successful bidder delivers uninterrupted cleaning and hygienic 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.

17.9 The successful bidder will 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.

18 SPECIAL CONDITIONS

Bidders must comply with all the requirements listed below:

18.1 The bidder must have undertaken a minimum of four (4) projects/contracts in Cleaning and Hygienic services in an office environment as follows:

18.1.1 Each of these projects/contracts must have been completed a minimum period of twelve (12) months uninterrupted. These projects/contracts must have occurred within the past eight (8) years as at the closing date of the bid.

18.1.2 At least two (2) of these four (4) projects/contracts must have been for cleaning a floor area of not less than 8 000m²; and **Annexure A** must be fully completed and signed with contactable references.

18.1.3 Reference letters to justify the above-mentioned paragraphs must be submitted together with the bid.

18.2 The bidder must fully complete **Annexure B** (Pricing Schedule).



18.3 The bidder must fully complete **Annexure C** to declare compliance for remuneration of employees as per Sectoral Determination of Cleaners, which is determined annually. **See attached Copy of the Sectoral Determination of Cleaners rates for easy reference.**

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

19 BID PRICING STRUCTURE

19.1 Bidders must complete and sign the attached pricing schedule **Annexure B**.

19.2 Bidders must submit their financial proposal on a total bid price for forty-eight (48) 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 forty-eight (48) 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.

19.3 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.

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.

20 EVALUATION CRITERIA

In terms of section 5 of the Preferential Procurement Policy Framework Act, 2000: issued in terms of the Preferential Procurement Regulations, 2017, the responsive bids will be evaluated in terms of 80/20 preference points system. 80 points will be allocated for price and 20 points for B-BBEE Status level of contribution. Following the compliance evaluation, the bids will be evaluated on Price and B-BBEE status level.



Criteria : Price & B-BBEE Status Level		Points
Bid price		80
B-BBEE Status level		20
<i>B-BBEE Status Level Contributor</i>	<i>Number of points (80/20 system)</i>	
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	
Total Points		100

Bidders must submit original and valid status level verification certificate from an accredited verification agency or certified copy thereof in order to be awarded B-BBEE points; or a Sworn Affidavit for EMS (Exempted Micro Enterprise) and QSE (Qualifying Small Enterprise). Bidders who do not submit required documentation shall not be scored for the B-BBEE points.

21 BRIEFING SESSION

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:

Time: 11H00

Date: 22 / 08 / 2022

Venue: Eastern Cape Provincial Treasury, Tyamzashe Building, 2nd Floor Main Boardroom, Phalo Avenue, Bhisho.



22 CONTACT PERSONS FOR ENQUIRIES

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

With regard to Terms of Reference:	With regard to SCM Information
Mr. M. Qeqe Provincial Treasury Bhisho e-mail:mpumezi.qeqe@ectreasury.gov.za	Ms N. Mangena Provincial Treasury Bhisho e-mail:Nomvuyiseko.mangena@ectreasury.gov.za



MR. A. REDDY

CHAIRPERSON: BID SPECIFICATION COMMITTEE

3/8/2022

DATE

APPROVED/~~NOT APPROVED~~



MR. D. MAJEKE

HEAD OF DEPARTMENT

05/08/2022

DATE



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

NO.	Company names /Client's name	Description of projects undertaken	Size of the floor space cleaned (square metres)	Start date yyyyyddmm	End date yyyyyddmm	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.										
2.										
3.										
4.										
5.										

Bidders Name: _____ Date: _____

Signed by: _____ Signature: _____

Note: By signing the above Annexure A, bidder confirms and certifies that all details are correct.

ANNEXURE B: PRICING SCHEDULE

Item description	No of Employees (A)	Labour costs per employee per month (B)	Total cost per month (C) AxB	Total costs of all employees per annum (D) (Cx12 months)	Total Cost of all employees for 48 months E (Dx4 years)
Cleaners	36				
Supervisors	3				
Total Direct cost					R
Cost of materials					R
Cost of equipment and machinery					R
Cost of overheads					R
Pest Control					R
Other costs (Specify)					R
Sub total					R
VAT					R
Grand total (Bid price)					R

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1.1.B:

1. 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.
2. 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 C

DECLARATION OF COMPLIANCE WITH SECTORAL DETERMINATION FOR CLEANERS

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 D

MEASUREMENTS FOR CLEANING OF FRONT AND SIDES OF THE PROVINCIAL TREASURY OFFICES ARE AS FOLLOW:-

STANDRD BANK BLD (Shop No.7)	FRONT MEASUREMENT (5.1mx19m)+(5.1m 17.80m)+(3.22mx1206m)+(15.73mx3.22m)			
SCM OFFICE	FRONT(23mx5.1m)+(17.7mx5.1m)+(16.45mx4. 43m)			
FORMER JUSTICE WING (GROUND FLOOR)	FRONT(4.46mX3.1m)	BACK	SIDE	SIDE
MAIN BUILDING	FRONT (52.5mX5.3m)	(52.5m x3.2m)	(16.45mx4. 43m)	(16.45m X4.43m)
PHALO HOUSE	FRONT 278m²		Siyolo Walk	



Annexure E: DETAILS ON TOILET LAYOUT

Tyamzashe Building, Old Standard Bank Building, former Shooters Building, shop no.1, 2, 3, 4 & 5, and Phalo House, all in Bhisho and Amathole district in East London.

		Toilets	Air Freshener Units	Soap Dispensers	SHE Bins	Dust bins	Toilet Paper holders	Toilet seat sanitizer	Paper Holders	Hand Towel
Tyamzashe Building Ground floor Main Entrance	Male R0014	1	1	1	-	1	1	1	1	
	Female R0016	2	1	1	2	1	2	2	1	
	Disabled R0019	1	1	1	1	1	1	1	1	
	Disabled: R0037	1	1	1	1	1	1	1	1	
Tyamzashe Building Ground floor: Justice Wing	Female: R0033	1	1	1	1	1	1	1	1	
	Male: R1075	1	1	1	-	1	1	1	1	
	Female: R1072	1	1	1	1	1	1	1	1	
	Female: R1043	1	1	1	1	1	1	1	1	
Tyamzashe Building 1 st Floor - Accounting Services	Disabled: R1046	1	1	1	1	1	1	1	1	
	Male R1075	1	1	2	-	1	1	1	1	
	Female R1020	2	1	2	2	1	2	2	1	
	Disabled R1024	1	1	1	1	1	1	1	1	
Tyamzashe Building 2 nd Floor Financial Management	Male: R2021	1	1	2	-	1	1	1	1	
	Male: R2078	1	1	2	-	1	1	1	1	
	Female: R2024	2	1	2	2	1	2	2	1	
	Female: R2084	2	1	2	1	1	2	2	1	
Tyamzashe Building 3 rd Floor	Room 2051	1	1	1	1	1	1	1	1	
	Room 2065	1	1	1	1	1	1	1	1	
	Room 2030	1	1	1	1	1	1	1	1	
	Room 2074	1	1	1	1	1	1	1	1	
	Room 0094	1	1	1	1	-	1	1	1	
	Female 2069	1	1	1	1	1	1	1	1	
	Female 2046	1	1	1	1	1	1	1	1	
	Male: R 3050	1	1	2	-	1	1	1	1	
	Male: R 3019	1	1	2	-	1	1	1	1	
	Female: R 3044	2	1	2	2	1	2	2	1	
Tyamzashe Building 4 th Floor	Female: R 3021	2	1	2	2	1	2	2	1	
	Male: R 4086	1	1	2	-	1	1	1	1	
	Male: R 4118	1	1	2	-	1	1	1	1	
	Female: R 4085	2	1	2	2	1	2	2	1	
Tyamzashe Building Former Standard Bank Building (Shop No. 7)	Female: R4114	2	1	2	2	1	2	2	1	
	Male: R4058	1	1	2	-	1	1	1	1	
	Female: R4052	2	1	2	2	1	2	2	1	
	Female: R4027	2	1	2	2	1	2	2	1	
	Male: Room 4028	1	1	2	-	1	1	1	1	
	Female	3	1	2	3	1	3	3	1	
	Male	2	1	2	-	1	2	2	1	



