



Province of the  
**EASTERN CAPE**  
OFFICE OF THE PREMIER

**TENDER DOCUMENT FOR**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING, HYGIENE, AND GARDENING SERVICES AT THE OFFICE OF THE PREMIER BUILDINGS FOR A PERIOD 36 MONTHS.**

**SCMU1-25/26-0008**

<b>NAME OF BIDDER:</b>	
<b>CSD NUMBER</b>	
<b>COMPULSORY BRIEFING SESSION</b>	<b>6 MARCH 2026 @ 11H00</b>
<b>CLOSING DATE</b>	<b>23 MARCH 2026</b>
<b>CLOSING TIME</b>	<b>11H00 AM</b>
<b>VALIDITY PERIOD</b>	<b>90 DAYS</b>
<b>RATE INCLUSIVE OF ALL APPLICABLE TAXES</b>	

**TENDER BOX**

**INDEPENDENCE AVENUE, BHISHO  
EASTERN CAPE OFFICE OF THE PREMIER  
ECDC BUILDING**

**PREPARED BY:**

**SUPPLY CHAIN MANAGEMENT UNIT  
EASTERN CAPE OFFICE OF THE PREMIER**

**TABLE OF CONTENT**

<b>DESCRIPTION</b>	<b>PAGE</b>
Bid Notice	3
Special Conditions of Bid	4 – 7
Specification	8– 18
Evaluation criteria	19-23
Briefing session details	23
Submission of proposals	24
Annexure A (pricing schedule)	25 - 30
Annexure B (list of previous work)	31- 32
Annexure C (confirmation of references)	33
Invitation to bid (SBD 1)	34 - 35
Bidder’s Disclosure (SBD 4)	36 - 38
Preference Points Claim Form (SBD 6.1)	39 - 44
General conditions of contract	45 - 60
Compliance checklist	61

## BID NOTICE

**BID NO: SCMU1-25/26-0008**

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Bids are hereby invited for BID:

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING, HYGIENE, AND GARDENING SERVICES AT THE OFFICE OF THE PREMIER BUILDINGS FOR A PERIOD 36 MONTHS.**

### **AVAILABILITY OF DOCUMENT**

Bid documents will be available on National Treasury's tender portal (<http://www.etenders.gov.za/content/advertised-tenders>) or from Eastern Cape Office of the Premier's website ([www.otp.ecprov.gov.za](http://www.otp.ecprov.gov.za)) under procurement as from 27 FEBRUARY 2026.

### **SUBMISSION OF DOCUMENTS**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description must be deposited in the bid box situated at Office of the Premier, Independence Avenue old ECDC Building, Ground Floor (Reception Area) not later than **11h00 am on 23 MARCH 2026** when bids will be opened in public.

### **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND POINTS WILL BE AWARDED AS FOLLOWS:**

Price	- 80 points
Specific goals	- 20 points

### **BID EVALUATION**

The bid will be evaluated in three (03) phases as follows:

**Phase 1:** SCM Compliance and Mandatory Requirements

**Phase 2:** Functionality evaluation criteria

**Phase 3:** Price and Specific Goals

### **COMPULSORY BRIEFING SESSION**

A compulsory briefing session will be held physically on the **6 MARCH 2026 at 11H00**.

**VENUE:** OTP (ECDC Building), Ground Floor at Security, Independence Avenue, Bisho

### **SUPPLY CHAIN MANAGEMENT ENQUIRIES**

Name: Loyiso Manyela (Ms)

Email Address: [loyiso.manyela@ecotp.gov.za](mailto:loyiso.manyela@ecotp.gov.za)

**SPECIAL CONDITIONS OF BID:**

**1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the OFFICE OF THE PREMIER

**2. EXTENT OF BID**

This bid is for the:

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING, HYGIENE, AND GARDENING SERVICES AT THE OFFICE OF THE PREMIER BUILDINGS FOR A PERIOD 36 MONTHS.**

**3. CONTRACT TO BE BINDING**

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract, should it be requested in the Term of Reference

**4. MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole.

**5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

**6. INSURANCE CLAIMS, ETC.**

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

It may be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to The Department for scrutiny.

Failure to do so within 21 (twenty-one) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

**7. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed.

In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this quotation will bind all the directors/ members of the enterprise and will therefore render the quotation valid. In the event that a non- member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the quotation. In the case of a joint venture or consortium, at least one director/ member of each of the parties need to sign the joint venture or consortium agreement. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

**8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of **90 (Ninety)** days from the closing date as stipulated in the Bid document.

## **9. PENALTY PROVISION**

### **9.1** Should the successful Bidder:

- a) Withdraw the Bid during the afore-mentioned period of validity; or
- b) Advise the Department of his / her / their inability to fulfil the contract; or
- c) Fail or refuse to fulfil the contract; or
- d) Fail or refuse to sign the agreement or provide any surety if required to do so;

The Department may hold the bidder responsible for and the bidder is obligated to pay to the Department:

- a) All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- b) The difference between the original accepted Bid price (inclusive of escalation) and:
  - i. A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
  - ii. A new Bid price (inclusive of escalation).

### **9.2** Should the successful Bidder fail to deliver; provisions of the General Conditions of Contract will apply.

### **9.3** Disputes between the Department and a bidder (if any) will be dealt with in the form of litigation.

### **9.4** The penalties will be as per the terms of reference.

## **10. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

## **12. AUTHORITY TO SIGN BID DOCUMENTS**

- a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
- b) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
- c) If a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

**13. DURATION OF THE BID**

The successful bidder will be contracted for the period of thirty-six (36) months, limited to the items listed on the tender document.

**14. DELIVERY PERIODS**

The lead time for delivery of goods and services must not exceed 30 working days after the placement of an official purchase order.

**15. DISPUTES OR LIABILITIES**

If disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation. This paragraph replaces paragraph 29 in the General Conditions of Contract.

**16. CLOSING DATE / SUBMITTING OF BIDS**

**16.1** Bids must be submitted in sealed envelopes clearly marked:

**16.2** The completed bid documents must be deposited in the bid box, Office of the Premier Building, Ground Floor (Reception Area), Bhisho not later than **the 23 MARCH 2026 at 11H00** when bids will be opened in public.



Province of the  
**EASTERN CAPE**  
OFFICE OF THE PREMIER

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**TERMS OF REFERENCE FOR**

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**APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING, HYGIENE, AND GARDENING SERVICES AT THE OFFICE OF THE PREMIER BUILDINGS FOR A PERIOD 36 MONTHS.**

**SCMU1-25/26-0008**

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## 1. BACKGROUND

- 1.1. The Eastern Cape Office of the Premier (ECOTP) serves as the strategic and coordinating centre of the Provincial Government, responsible for providing leadership, policy coordination and oversight in support of effective governance and service delivery across the province. ECOTP as the apex office of the Provincial Administration, the Office of the Premier plays a critical role in ensuring that government functions are executed in a professional, efficient and accountable manner.
- 1.2. In fulfilling this mandate, the ECOTP is committed to creating and maintaining a safe, healthy, dignified and conducive working environment for its employees, visitors and official delegations. This commitment is aligned with the provisions of the Occupational Health and Safety Act, 85 of 1993, which places a legal obligation on employers to provide and maintain a working environment that is safe and without risk to the health of employees and members of the public.
- 1.3. The cleanliness, hygiene and overall condition of Office of the Premier facilities are therefore not merely operational requirements, but an essential component of institutional credibility, employee wellbeing, public confidence and service excellence. As a lead department within the Provincial Administration, the Office of the Premier must set and uphold the highest standards of hygiene, safety and environmental management.
- 1.4. It is against this background that the ECOTP invites suitably qualified and experienced service providers to submit bids for the provision of cleaning and hygiene, gardening maintenance and car-washing services for a period of thirty-six (36) months, from 01 April 2026 to 31 March 2029, at designated Office of the Premier buildings.
- 1.5. The primary focus of this contract is the delivery of high-quality cleaning and hygiene services, particularly within high-use areas such as ablution facilities and office spaces, where hygiene standards are critical to health and safety compliance. The successful bidder will be required to render services at the following Office of the Premier facilities located in Bhisho:
  - OTP 1 (ECDC Building) at 1258,5  $m^2$
  - OTP 2 (ERF 5000) at 4000,0  $m^2$
  - Lilian Diedericks House (Premier's State House) at 1291,0  $m^2$
  - These facilities collectively measure approximately 6549,5  $m^2$  and accommodate an estimated 450 staff members, in addition to visitors and official delegations

1.6. Specifically, the scope of services under this contract will include:

- Comprehensive cleaning and hygiene services at Office of the Premier buildings, with particular emphasis on ablution facilities and common areas at OTP 1; cleaning of common areas and the boardroom and ablution facilities at Lilian Diedericks House; cleaning of offices, common areas, boardrooms and ablution facilities at OTP 2
- Gardening maintenance services limited to OTP 1 only, focusing on the routine upkeep and maintenance of landscaped areas
- Pest control and fumigation services to be rendered across all three Office of the Premier buildings, in accordance with applicable health, safety and environmental standards
- Car wash services to be provided at OTP 1, dedicated to the cleaning of the Office of the Premier's fleet of approximately twenty-one (21) government vehicles

## **2. OBJECTIVES**

2.1 The objective of this bid is to appoint a suitably qualified, experienced and compliant service provider to render integrated cleaning, hygiene and related support services at the Eastern Cape Office of the Premier facilities. The appointment is intended to ensure a clean, safe, hygienic and well-maintained working environment that complies with the Occupational Health and Safety Act, 85 of 1993, and applicable regulatory requirements.

2.2 The service provider will be required to maintain consistent service standards, demonstrate accountability, and ensure measurable performance throughout the contract period in support of the effective and uninterrupted operations of the Office of the Premier

### 3. SCOPE OF WORK

- 3.1. The successful bidder must render the services under this scope of work at the buildings located in Bhisho (OTP 1 ECDC Building, OTP 2 ERF 5000 and Statehouse) with a total combined size of 6549,5 m<sup>2</sup> and approximately 450 staff members.
- 3.2. Thus, services are to be rendered as follows: -
- i. Provision of uninterrupted cleaning and hygiene services.
  - ii. Provision of pest control/fumigation throughout the facilities on a quarterly basis or when required.
  - iii. Provision of deep-cleaning services throughout the facilities according to OHS (Occupational Health and Safety ACT 85 OF 1993) Regulations on a quarterly basis or when required.
  - iv. Provision of weekly garden maintenance services, or when required.
  - v. Provision of weekly brick pavement cleaning, or when required.
  - vi. Provision of weekly state-vehicles washing services.

### 4. DELIVERABLES

The appointed service provider will be required to deliver the following for the duration of the contract:

#### 4.1. OTP 1: ECDC BUILDING (INDEPENDENCE AVENUE, BHISHO)

- 4.1.1. Provision of forty-eight (48) SHE bins.
- 4.1.2. Disposal of sanitary towels, servicing and maintenance of SHE bins bi-weekly
- 4.1.3. Daily deep cleaning of seventy-three (73) toilet cubicles, urinals and cleaning of bathroom mirrors and walls tiles.
- 4.1.4. Ensure toilets have constant supply of 2ply soft toilet rolls, hand paper towels, toilet wet seat wipes, conditioning liquid hand soap, automatic air freshener sprays and refills, always.
- 4.1.5. Always ensure constant supply of fragrant urinal toilet bowel deodorants (blocks) in men's toilet.
- 4.1.6. Ensure there is constant supply of batteries for automated holders as and when required.
- 4.1.7. Daily sweeping and weekly polishing of ceramic floor tiles at the ground floor, staircases, entrance, reception area and as well as the steps outside the main entrance.

- 4.1.8. Daily cleaning of one (1) lift with a SABS approved 70% alcohol disinfectant
- 4.1.9. Daily cleaning of two (2) Guard Houses.
- 4.1.10. Daily cleaning, sanitizing and shining of all stainless-steel handrails and handles.
- 4.1.11. Daily cleaning of automated doors, glass doors, staircases and reception areas on ground floor, and entrances daily.
- 4.1.12. Quarterly cleaning of windows internally in all floors
- 4.1.13. Quarterly deep cleaning of boardroom carpets, boardroom foyer and passage carpets.
- 4.1.14. Quarterly stripping, polishing and ceiling of ceramic tiles in the ground floor, staircases, entrance, reception area as well as steps outside the main entrance.
- 4.1.15. Toilets, sinks and showers must be free of residue and cleaned with anti-Bacterial soaps/detergents.

#### **4.2. OTP 2: ERF 5000 LEASED BUILDING (INDEPENDENCE AVENUE, BHISHO)**

- 4.2.1. Provision of eighteen (18) SHE bins.
- 4.2.2. Disposal of sanitary towels, servicing and maintenance of SHE bins bi-weekly
- 4.2.3. Daily deep cleaning of twenty-four (24) toilet cubicles, urinals and cleaning of bathroom mirrors and walls tiles.
- 4.2.4. Ensure toilets have constant supply of 2ply soft toilet rolls, hand paper towels, toilet wet seat wipes, conditioning liquid hand soap, automatic air freshener sprays and refills, at all times.
- 4.2.5. Always ensure constant supply of fragrant urinal toilet bowel deodorants (blocks) in men's toilet.
- 4.2.6. Ensure there is constant supply of batteries for automated holders as and when required.
- 4.2.7. Ensure that work surfaces are sanitised with a SABS approved 70% alcohol disinfectants daily.
- 4.2.8. Daily vacuuming, dusting and cleaning of cubicle and open plan offices and passages
- 4.2.9. Daily sweeping and weekly polishing of ceramic floor tiles at the ground floor, mezzanine floor and 1<sup>st</sup> floor foyer entrances and reception areas.
- 4.2.10. Daily cleaning and shining of all glass doors and handles within offices
- 4.2.11. Daily cleaning of glass doors and reception areas on ground floor, mezzanine floor and first floor entrances daily.
- 4.2.12. Quarterly deep cleaning of boardroom carpets, boardroom foyer and passage carpets.
- 4.2.13. Quarterly stripping, polishing and sealing of ceramic tiles on the ground floor, mezzanine and first floor reception area.

4.2.14. Toilets and sinks must be free of residue and always cleaned with anti-bacterial soaps/detergents

#### **4.3. LILIAN DIEDRIECKS HOUSE, (INDEPENDENCE AVENUE, BHISHO)**

4.3.1. Provision of thirteen (13) SHE bins.

4.3.2. Disposal of sanitary towels, servicing and maintenance of SHE bins bi-weekly

4.3.3. Daily deep cleaning of thirty- three (33) toilet cubicles and cleaning of bathroom walls.

4.3.4. Ensure toilets have constant supply of 2ply soft toilet rolls, hand paper towels, toilet wet seat wipes, conditioning liquid hand soap, automatic air freshener sprays and refills, at all times.

4.3.5. Ensure there is constant supply of fragrant urinal toilet bowel deodorants (blocks) in men's toilet at all times.

4.3.6. Ensure there is constant supply of batteries for automated holders as and when required.

4.3.7. Daily sweeping and weekly polishing of ceramic floor tiles at the ground floor entrance and reception area as well as the steps outside the main entrance.

4.3.8. Daily vacuuming, dusting and cleaning of fifteen (15) offices, boardrooms and passages.

4.3.9. Quarterly stripping, polishing and ceiling of ceramic tiles in the ground floor entrance and reception area as well as steps outside the main entrance.

4.3.10. Cleaning and shining of all stainless-steel handrails and handles daily.

4.3.11. Quarterly cleaning of windows internally and externally in all floors.

4.3.12. Daily cleaning of two (2) lifts with a SABS approved 70% alcohol disinfectant.

4.3.13. Daily cleaning of two (2) Guard Houses and 1 control room.

4.3.14. Quarterly deep cleaning of boardroom carpets, boardroom foyer and passage carpets.

4.3.15. Daily cleaning of shower (Premier's Private Office).

4.3.16. Toilets, sinks and showers must be free of residue and cleaned with anti-Bacterial soaps/detergents at all times.

#### **4.4. PEST CONTROL AND FUMIGATION SERVICES**

4.4.1. Quarterly fumigation of all Office of the Premier buildings, or when required.

4.4.2. Each fumigation must have a written quarterly report.

4.4.3. Identifying of pest infestation and specific pests.

4.4.4. Develop a plan for eradication of pests through fumigation.

4.4.5. Apply suitable remedy through application of pesticides/rodenticide

- 4.4.6. Carry out routine services for prevention of possible pest infection, this will include placement and maintenance of pests traps.

#### **4.5. GUIDELINES FOR DEEP CLEANING SERVICES**

To deep-clean all indicated offices with focus on all areas through fogging / fine mist, covering top to bottom as follows:

- 4.5.1. Deep- cleaning to be carried out quarterly and to be arranged for weekends.
- 4.5.2. Ensure that all chemicals used are compliant to the health and safety standards
- 4.5.3. Disinfectant products must indicate the (NRCS) National Regulator for Compulsory Specifications number.
- 4.5.4. Disinfectant products must have a Materials Safety Data Sheet that complies with SANS 11014.
- 4.5.5. Service provider must submit SABS approved disinfectant products.
- 4.5.6. All products must be packaged, marked and labelled as per National Regulator Compulsory Specifications Standards.

#### **4.6. GARDENING MAINTENANCE SERVICES**

The gardening maintenance services will be provided to cover the following:

- 4.6.1. Weekly cutting and trimming of the grass to improve the office look and feel of the external environment or when necessary.
- 4.6.2. Weekly cutting and trimming of the trees to improve the look and visibility of offices or when necessary.
- 4.6.3. Maintaining the flowers and plants based on seasonal period to preserve the bright gardening image of the offices at all times.
- 4.6.4. Weekly removal of weeds in flowerbeds and spraying of herbicides on driveways, parking areas and pavements or when necessary.
- 4.6.5. Clean brick pavement to remove fungus and stains.
- 4.6.6. Immediate disposal of the debris from service.

#### **4.7. CAR WASHING SERVICES**

Weekly washing and cleaning of OTP vehicles within OTP premises. The car washing services will be provided for a minimum of 21 vehicles and cover the following:

- 4.7.1. Weekly exterior and interior washing of vehicles or when required
- 4.7.2. Use of SABS approved cleaning products
- 4.7.3. Interior Vacuumed
- 4.7.4. Dash and Door Jambs wiped and polished.
- 4.7.5. Clean, polish tyres and rims.

#### **5. GUIDELINES ON EQUIPMENT, CLEANING CHEMICALS AND PRODUCTS**

The following details relating to the equipment, cleaning chemicals and products must apply:

- 5.1 Hazardous material / chemicals control plan and procedure, list of chemicals to be used as well as their Material Safety Data Sheets (MSDS) must be provided to OTP prior to their usage
- 5.2 Chemicals and equipment used must be SABS approved
- 5.3 All chemicals used must be within the expiry date.
- 5.4 Acceptable decanters should be used for dispensing of chemicals.
- 5.5 In the event of faulty soap dispensers an alternative dispenser should be provided until the original dispenser is back to function.

The successful bidder must have the following equipment to ensure uninterrupted cleaning services:

##### **a) Major Equipment for office cleaning and vehicles**

- i. Vacuum cleaners
- ii. Suction machines
- iii. Steam cleaning machines
- iv. Floor polish applicators
- v. Safety warning sign

**b) Major Equipment for gardening maintenance services**

- i. Grass Cutter and Trimmer machines.
- ii. Sprayer and spreader for application of fertilizer, weed, insect control, insecticides and pesticides.
- iii. Hand tools mainly shovels, rakes, pruners, and other low tech garden tools.
- iv. Buckets and lawn bags example heavy duty plastic bags and buckets.
- v. Equipment trailer to remove waste and debris on site immediately.
- vi. Safety equipment: Eye and ear protection, gloves, long sleeved protective clothing, steel toed work boots.

**c) Minor Equipment and other consumables**

- i. Roach traps, toilet wastepaper bins, buckets, dish cloths, blind dusters, long and short step ladders, spider mops, long and short squeegee soft, hard brooms and mops, dust pans, feather dusters, yellow duster, toilet brushes and mutton cloth protective clothing.

**Note:** The service provider must ensure prompt replacement of any malfunctioning equipment to ensure uninterrupted services

## **6. PROJECT DURATION**

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

## **7. COMMUNICATION AND REPORTING**

- 7.1 The successful bidder must assign a Project Manager during all execution phases of this contract.
- 7.2 The name of the Project Manager together with relevant documentation must be submitted to the Director: Facilities & Security Management, two weeks prior to the commencement of the contract.
- 7.3 Should the Project Manager change during the tenure of the contract for whatever reason, the Office of the Premier must be notified thereof and the person replacing the Project Manager should be of equal or greater experience and management

skills relevant to the project.

- 7.4 The Project Manager is to report to the Deputy Director: Facilities & Security Management.
- 7.5 The successful bidder must submit a report, on the last day of each month, regarding the execution of the scope of work as outlined in this bid document.
- 7.6 A monthly meeting will be held in the first week of every month in Bhisho, to discuss the report and any other issues arising during the month.
- 7.7 Daily signed Attendance register must be submitted with the monthly report.
- 7.8 Should any equipment be malfunctioning, the service provider must notify the Deputy Director: Security and Facilities Management immediately.
- 7.9 The service provider is required to hold monthly meetings with his/her employees, and a boardroom will be provided by the Office of the Premier, and submit the attendance register to OTP.

## **8. CONDITIONS OF CONTRACT**

### **8.1. SECURITY IDENTIFICATION AND VETTING OF EMPLOYEES**

- 8.1.1. The successful bidder must submit a list of all employees to be deployed on the contract, together with certified copies of their identity documents, to the Director: Facilities and Security Management at least seven (7) days prior to commencement of the contract.
- 8.1.2. The service provider must notify the Office of the Premier in writing of any staff replacements or changes during the contract period.
- 8.1.3. All employees shall be subjected to security screening and vetting.
- 8.1.4. Any employee with negative security clearance must be replaced immediately.
- 8.1.5. The Office of the Premier reserves the right to terminate the contract should any Company Director receive negative security clearance results.
- 8.1.6. A supervisor must be present on OTP premises at all times during service execution.

## **8.2. EMPLOYEE IDENTIFICATION AND PROTECTION**

- 8.2.1. All employees must be easily identifiable by wearing designated uniform and name tags.
- 8.2.2. All employees must wear appropriate PPE (Personal Protective Equipment).
- 8.2.3. All the above mentioned should be provided by the bidder.

## **8.3. RESTORATION OF WORK AREAS**

- 8.3.1. All office areas must be restored to their original condition after cleaning.
- 8.3.2. Furniture and equipment must be repositioned as found prior to cleaning.
- 8.3.3. No disruption to operational workspaces shall be permitted.

## **8.4. INDEMNITY, PUBLIC LIABILITY INSURANCE AND LIABILITY**

- 8.4.1. The service provider shall indemnify and hold harmless the Office of the Premier against all claims including taxes, COIDA, and third-party claims.
- 8.4.2. The service provider must obtain Public Liability Insurance appropriate to OTP assets.
- 8.4.3. Proof of insurance must be submitted within 21 days of contract

## **8.5. CONTINUITY OF SERVICES**

- 8.5.1. The service provider must ensure uninterrupted service delivery.
- 8.5.2. Penalties shall apply for under-performance or non-performance.

## **8.6. WORK SCHEDULE**

- 8.6.1. Upon award of the bid, the successful bidder shall be required to submit a detailed work schedule outlining how the project will be executed. The work schedule must clearly indicate the methodology, timelines, and sequence of activities, taking into full consideration the approved Scope of Work and specified Deliverables.

## 9. EVALUATION CRITERIA

Bids will be evaluated in four (4) phases as follows:

- Phase 1: SCM Compliance Requirements
- Phase 2: Mandatory requirements
- Phase 3: Functionality Criteria Evaluation
- Phase 4: Price and Specific Goals

### 9.1 PHASE 1: SCM COMPLIANCE

Document that must be submitted	Explanatory information
1. Invitation to Bid – SBD 1	Complete and sign the supplied document
2. Declaration of Interest – SBD 4	Complete and sign the supplied document
3. Preference Point Claim Form –SBD 6.1	Complete and sign the supplied document
4. Registration on Central SupplierDatabase (CSD)	Bidders must be registered on Central Supplier Database (CSD) prior to submitting the bid proposal. For registration, visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit CSD printout as proof of registration.
5. Tax matters	No bid shall be awarded to a bidder whose tax matters are not in order or whose tax status is non-compliant. Bidder’s tax compliant status will be verified through CSD and tax status compliance pin.

## 9.2 MANDATORY REQUIREMENTS

- 9.2..1** The bidder must submit a compliant waste disposal certificate in reference to discarding of content of sanitary bins in compliance with The National Environmental Management: Waste Act 59 of 2008.
- 9.2..2** Proof of valid Registration for Pest Control and Fumigation therefore, a certificate in Pest Control must be provided.

**NOTE: FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS WILL RESULT IN DISQUALIFICATION OF THE BID.**

## 9.3 PHASE 2: FUNCTIONALITY EVALUATION CRITERIA

- 9.3..1 Functionality will be based on the evaluation criteria noted in the table below, each of the evaluation criteria will carry a weighting as indicated.
- 9.3..2 The bidder must score a minimum of 70 out of the 100 points for Functionality in order to qualify for further evaluation in phase 4.
- 9.3..3 The Department reserves a right to validate the submitted information as part of the evaluation process.

NO.	CRITERIA	TOTAL WEIGHT	EVIDENCE
1.	<p><b>Company Experience and References</b></p> <p>Bidders must demonstrate experience in provision of cleaning, hygienic and / or gardening services in an office environment:</p> <p>a) 9 projects and above = 60 <b>points</b></p> <p>b) 5 – 8 projects = 40 <b>Points</b></p> <p>c) 3 - 4 projects = 20 <b>Points</b></p>	<b>60</b>	<p>a) A completed Annexure B with the details of previous cleaning hygienic and /or gardening services not older than ten (10) years.</p> <p>b) A purchase orders / letters of award / contract corresponding to the projects / contracts provided.</p> <p>c) Reference letters, provided in the template Annexure C corresponding</p>

			with the list of events provided in Annexure B  d) The reference letter must be signed and dated by one of the following personnel: Head of Supply Chain, or Project Leader.
2	<p><b>Financial statements</b></p> <p>Reviewed financial statements as presented by an independent auditor.</p> <p>Current Ratios = Current Assets / Current Liabilities</p> <p>a) 2+ = <b>20 points</b></p> <p>b) 1,26 to 1,9 = <b>15 points</b></p> <p>c) 1,25 = <b>10 points</b></p>	<b>20</b>	<p>Reviewed financial statements for the year ending February 2024 and February 2025 as presented by an independent auditor or accountant.</p> <p>An average of the two 2024 and 2025 Current Ratios = Current Assets / Current Liabilities will be used to score points.</p>
3	<p>Proof of financial capacity from an accredited Financial institution or registered credit provider.</p> <p>a) R 3m and above = 20 points</p> <p>b) R 2m – R 2 999m = 15 points</p> <p>c) Letter of intent or bank code letter with no indication of funds = 10 points</p>	<b>20</b>	<p>Provide a copy of valid bank rating document indicating bank code rating (A, B, C) and this copy must not be older than 30 calendar days prior to bid closing.</p> <p><b>OR</b></p> <p>Letter of intent from a registered credit provider.</p> <p><b>OR</b></p> <p>Overdraft facility from a registered financial institution.</p>
<b>TOTAL</b>		<b>100</b>	

#### 9.4 PHASE 4: PRICE AND SPECIFIC GOALS

Only Bidders that have met all the requirements of the above criteria will be evaluated in phase 4 for price and specific goals. Price and specific goals will be evaluated as follows:

- a) In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement

Regulations,

- b) preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table below as may be supported by proof/ documentation stated in the conditions of this tender.
- c) The applicable preference point system for this tender is the 80/20 preference point system.
- d) The maximum points for this tender are as follows:

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

Specific goals for the tender and points claimed are indicated per the table below

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documentation to be submitted by bidders to validate their claim for points
Youth owned entities	7	-ID document.
Women owned Entities	5	
South African citizen – who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993)	3	-Company registration (CIPC)
Entities owned by people with disabilities	5	Proof of disability such as SASSA registration or confirmation of disability from a

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documentation to be submitted by bidders to validate their claim for points
		relevant authority
<b>Total</b>	<b>20</b>	

## 10. COMMUNICATION

All communication or correspondence concerning this bid should be directed to Ms. Loyiso Manyela via email: [Loyiso.manyela@ecotp.gov.za](mailto:Loyiso.manyela@ecotp.gov.za)

## 11. SUPPLIER DUE DILIGENCE

OTP reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include interviews, presentations and requests for additional information.

## 12. COMPULSORY BRIEFING SESSION & SITE INSPECTION

12.1 A clarification meeting and site inspection will be held on:

- **Date: 6 March 2026**
- **Time: 11H00**
- **Venue: OTP (ECDC Building), Ground Floor at Security, Independence Avenue, Bhisho**

NB! Bidders are required to inspect the OTP buildings, as no additional costing will be allowed after the contract has been awarded.

### 13. SUBMISSION OF PROPOSALS

- 13.1 Bid documents must be placed in the bid box situated at ECOTP Main Building, Ground Floor at security, Independence Avenue, Bhishe **OR** couriered to the aforesaid address on or before the closing date and time. Service Providers who courier document must ensure that the document is placed in the bid box before the closing date and time.
- 13.2 Bid documents will only be considered if received by ECOTP before the closing date and time, regardless of the method used to send or deliver such documents to ECOTP.
- 13.3 Bids will be opened in public immediately after **closing time at 11H00** where the name of the bidder and the financial offer will be read out loud.

## 14. ANNEXURES

### ANNEXURE A: PRICING SCHEDULE

1. The total labour costs must be inclusive of wages for ordinary hours, overtime, annual bonus, Contributions to UIF, Compensation for Occupational Injuries and Diseases, Provident Fund, Leave, Skills Development levies and Uniforms.
2. The rates of the cleaners will be escalated in accordance with the percentage rate as gazetted by Sectoral Determination of Cleaners.
3. Bidders price must consider all costs, escalations, material, and equipment if applicable, linking these to the duration of the contract (36 months).
4. The bidder must indicate the rate utilized for wages i.e., cleaners.

**A. CLEANING OF OFFICES AND ABLUTIONS FACILITIES (INCLUSIVE OF FUMIGATION; DEEP CLEANING; PEST CONTROL; AND ASSOCIATED CHEMICALS AND MATERIALS)**

No.	Buildings	Number of Offices to be cleaned	25 Cleaners 05 males and 20 females	Number of toilet cubicles to be cleaned	Floor space area to be cleaned (square metre)	Price per month	Total price for 36 months	
1	OTP 1 ECDC Building	0	08 (03 Females 05 Males)	73	1258,5			
2	OTP 2 ERF5000 Building	59 cubicle offices including open plan areas	13 Females	24	4000,0			
3	State House	15 offices	04 Females	33	1291,0			
4		<b>Sub Total</b>						
5		<b>VAT @ 15 %</b>						
6		<b>Grand Total</b>						

**B. PROVISION AND MAINTENANCE OF SHE BINS**

No.	BUILDINGS	Number of SHE bins	Price per month	Total price for 36 Months
1	OTP 1 ECDC Building	48		
2	OTP 2 ERF 5000 Building	18		
3	Lilian Diedricks House	13		
<b>4</b>	<b>Sub Total</b>			
<b>5</b>	<b>VAT @ 15 %</b>			
<b>6</b>	<b>Grand Total</b>			

**C. PROVISION OF CAR WASH SERVICES**

No.	TYPES OF VEHICLES	Number of Vehicles	Price per month	Total price for 36 Months
1	Sedans	17		
	Double cabs	2		
	Single Cab	1		
	15-Seater Minibus	1		
2	<b>Sub Total</b>			
3	<b>VAT @ 15 %</b>			
4	<b>Grand Total</b>			

**D. PROVISION OF GARDEN MAINTENANCE SERVICES**

No.	LOCATION OF SERVICES	QUANTITY	Price per month	Total price for 36 Months
1	Gardening Maintenance at OTP1 building only	ITEM		
2	<b>Sub Total</b>			
3	<b>VAT @ 15 %</b>			
4	<b>Grand Total</b>			

**E. COST SUMMARY**

ITEM	PRICE PER MONTH	TOTAL PRICE FOR 36 MONTHS
Cleaning of offices and ablutions facilities (inclusive of fumigation; deep cleaning; pest control; and associated chemicals and materials)		
Provision and maintenance of she bins		
Provision of car wash services		
Provision of garden maintenance services		
<b>GRAND TOTAL</b>		

**Bidder's Signature**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**15. ANNEXURE B**

**APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND HYGIENE SERVICES AT THE OFFICE OF THE PREMIER (OTP) BUILDINGS FOR A PERIOD OF 36 MONTHS**

**NAME OF BIDDER:**

**CLIENT REFERENCES**

Bidders must insert in the space provided below and submit with their Respondents, the following statement showing the works which they have successfully carried out which can be verified by the department. The bidder hereby a warrant is true and correct in every respect by virtue of his signature to this document.

Client Name	Contract Description	Size of the Floor Space in Square meters (M2)	Value of Service	Contract Start date	Contract End date	Contactable reference

SCMU1-25/26-0008 - APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING, HYGIENE, AND GARDENING SERVICES AT THE OFFICE OF THE PREMIER BUILDINGS FOR A PERIOD 36 MONTHS.

Client Name	Contract Description	Size of the Floor Space in Square meters (M2)	Value of Service	Contract Start date	Contract End date	Contactable reference

**Bidder's Signature**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**16. ANNEXURE C: REFERENCE LETTERS**

<b>CONFIRMATION OF REFERENCES TO EASTERN CAPE OFFICE OF THE PREMIER</b>	
NAME OF BIDDING COMPANY	
PREVIOUS CLIENT NAME	
TENDER / BID NUMBER OF COMPLETED CONTRACT / PROJECT	
DESCRIPTION OF CONTRACT / PROJECT PREVIOUSLY COMPLETED	
VALUE OF WORK COMPLETED	
DURATION AND DATE COMPLETED	
<p>The above-mentioned Bidding Company is in the process of submitting a Bid for <b>Appointment of a service provider to render cleaning and hygiene services at the Office of the Premier (OTP) buildings for a period of 36 months: SCMU1-25/26-0008</b>. As part of the evaluation process for this bid, Eastern Cape Office of the Premier requires your company to confirm goods/service supplied by the above Bidding Company as per below questionnaire.</p>	
Were the services rendered according to the required quality as per description / specification and were delivered on time?	<p><b>Select applicable rating.</b></p> <p><input type="checkbox"/> Satisfactory</p> <p><input type="checkbox"/> Poor</p>
Kindly, indicate their overall performance on this project.	<p><b>Select applicable rating.</b></p> <p><input type="checkbox"/> Satisfactory</p> <p><input type="checkbox"/> Poor</p>

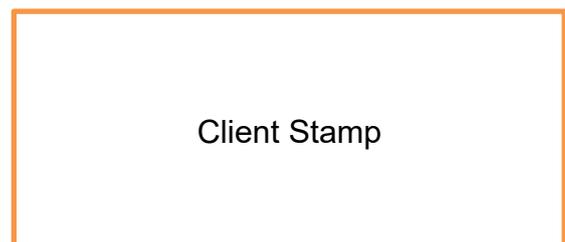
**Full Name of Authorised Signatory**.....

**Designation**.....

**Contact Number** ..... **Email address**.....

**Signature**.....**Date**.....

Incomplete, unstamped and unsigned forms will not be accepted and Eastern Cape Office of the Premier reserves the right to contact client Company listed as a reference.



**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE PREMIER</b>					
BID NUMBER:	SCMU1-25/26-0008	CLOSING DATE:	23 MARCH 2026	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING, HYGIENE, AND GARDENING SERVICES AT THE OFFICE OF THE PREMIER BUILDINGS FOR A PERIOD 36 MONTHS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
INDEPENDENCE AVENUE					
ECDC BUILDING					
EASTERN CAPE OFFICE OF THE PREMIER					
BHISHO					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS. LOYISO MANYELA		CONTACT PERSON	MS SAZI MGOJO	
TELEPHONE NUMBER	076 940 0232		TELEPHONE NUMBER	083 401 7495	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Loyiso.manyela@ecotp.gov.za		E-MAIL ADDRESS	Sazi.Mgojo@ecotp.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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**

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

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

SIGNATURE OF THE BIDDER: .....

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

DATE: .....

**SBD 4**

**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:  
.....  
.....

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

2.3.1 If so, furnish particulars:  
.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to

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

win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

**PRICE QUOTATION PROCESS (UP TO R 1 MILLION)**

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

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

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**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who has a disability – **attach doctor’s letter confirming the disability**
- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

**2. DEFINITIONS**

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = Price of lowest acceptable tender

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
--------------	-----------	--------------	--

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	3		
II. Who is Women	5		
III. Who has a disability	5		
IV. Who is youth	7		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number:.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as

indicated in paragraph 1 of this form;

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

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p>
<p><b>SURNAME AND NAME:</b>.....</p>
<p><b>DATE:</b>.....</p>
<p><b>ADDRESS:</b>..... .....</p>

## **GENERAL CONDITIONS OF CONTRACT**

### **A. TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

## **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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 that 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 provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

#### **4. Standards**

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

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

5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The provider 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 provider's performance under the contract if so required by the purchaser.

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

#### **6. Patent rights**

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

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 purchaser or an organization acting on behalf of the purchaser.
- 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 clause 8.2 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

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. Packaging**

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

9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **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.

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (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 provider of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

#### **14. Spare parts**

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- i. Such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
  - ii. in the event of termination of production of the spare parts:
    - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - b) 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 provider 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 provider 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 provider, 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 provider.

16.4 payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Increase/decrease of quantities**

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Contract amendments**

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

## **20. Assignment**

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

## **21. Subcontracts**

21.1 The provider 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 provider from any liability or obligation under the contract.

## **22. Delays in the provider's performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
- 22.5 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 provider'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 provider.

### **23. Penalties**

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

## **24. Termination For Default**

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

- (a) if the provider 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; or
- (b) if the provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **25. Anti-Dumping And Counter-Vailing Duties And Rights**

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

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

## **27. Termination For Insolvency**

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

## **28. Settlement Of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation Of Liability**

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

- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider 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.

## **30. Governing Language**

30.1 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.

## **31. Applicable Law**

31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **32. Notices**

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

### **33. Taxes And Duties**

33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

### **34. Transfer Of Contracts**

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

### **35. Amendment of Contracts**

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

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

NAME OF DEPARTMENT:.....

BID NUMBER:.....

BID DISCRPTION:.....

Item no.	Item description	Checked by Bidder	Bidder to indicate yes or no where applicable	Bidders page numbers – if applicable
1.	SBD 1 (Part A & Part B) Invitation to bid			
2.	SBD 4 (Declaration of Interest			
3.	SBD 6.1. (Preference Point Claim Form)			
4.	Proof of registration on central Supplier database (CSD). Copy of CSD to be attached.			
5	Annexure A (Pricing Schedule)			
6	Annexure B (list of services conducted/references)			
7.	Annexure C (confirmation of reference)			
8	Compliant Waste disposal certificate			
9	Certificate in pest control			
10	Purchase order / letter of award / contract not older than ten (10) years			
11	Reviewed financial statements for 2024 and 2025			
12	Bank code letter			
13	Terms of Reference			
14	General Condition of Contract			