

## PART A INVITATION TO BID

|                                                                                                                                                                                                                     |                                                                                                                                                                                                                       |               |                                                                   |                                                                                                      |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PROVINCIAL TREASURY</b>                                                                                                                       |                                                                                                                                                                                                                       |               |                                                                   |                                                                                                      |       |
| BID NUMBER:                                                                                                                                                                                                         | SCMU12-24/25-0014                                                                                                                                                                                                     | CLOSING DATE: | 14 MARCH 2025                                                     | CLOSING TIME:                                                                                        | 11H00 |
| DESCRIPTION                                                                                                                                                                                                         | Hiring, Installation, Refilling, Servicing and Maintenance of Ablution equipment for Ablution Facilities at Head office (Bhisho) and Amathole District office (Norvia House Building) for a period of three (3) years |               |                                                                   |                                                                                                      |       |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                                                                          |                                                                                                                                                                                                                       |               |                                                                   |                                                                                                      |       |
| EASTERN CAPE PROVINCIAL TREASURY                                                                                                                                                                                    |                                                                                                                                                                                                                       |               |                                                                   |                                                                                                      |       |
| SUPPLY CHAIN MANAGEMENT UNIT                                                                                                                                                                                        |                                                                                                                                                                                                                       |               |                                                                   |                                                                                                      |       |
| SHOP, NO.7 CORNER PHALO & INDEPENDENCE AVENUE                                                                                                                                                                       |                                                                                                                                                                                                                       |               |                                                                   |                                                                                                      |       |
| TYAMZASHE BUILDING, BHISHO, 5605                                                                                                                                                                                    |                                                                                                                                                                                                                       |               |                                                                   |                                                                                                      |       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                               |                                                                                                                                                                                                                       |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                    |                                                                                                      |       |
| CONTACT PERSON                                                                                                                                                                                                      | Phumla Ndaleni                                                                                                                                                                                                        |               | CONTACT PERSON                                                    | Mpumezi Qeqe                                                                                         |       |
| 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.qeqe@ectreasury.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<br>[IF YES ENCLOSE PROOF]                                                                                                                                    |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[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**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF THE BIDDER:.....

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

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

DATE:.....

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

NAME OF DEPARTMENT: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

BID DESCRIPTION: \_\_\_\_\_

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

## **1. GENERAL CONDITIONS OF CONTRACT**

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

## **2. BID FORM**

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

## **3. EVIDENCE OF EXPERIENCE OF BIDDERS**

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

Employer for whom the work was performed;

Nature of work;

Value of work;

Year completed.

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

## **4. COMPLETION OF BIDS**

THE BIDDER SHALL COMPLETE ALL FORMS IN BLACK INK.

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

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

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

## **5. SUBMISSION OF BIDS**

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects. Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable. Bids in sealed envelopes clearly marked **“Hiring, Installation, Refilling, Servicing and Maintenance of Ablution equipment for Ablution facilities at Head office (Bhisho) and Amathole district Office (Norvia House building) for a period of three years”: SCMU12-24/25-0014** and the Bidder’s name and address, shall be delivered to the Eastern Cape Provincial Treasury, Tyamzashe Building-Shop No. 7, Corner Phalo & Independence Avenues, Bhisho **not later than 11:00 on the closing date, 14 March 2025**. Bids must not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

## **6. DATA TO BE FURNISHED AT BID STAGE**

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

## **7. WITHDRAWAL OF BIDS**

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

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

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or

in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance. The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

#### **9. ACCEPTANCE OR REJECTION OF BIDS**

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

#### **10. BID CLARIFICATION**

No briefing clarification session.

#### **11. FAILURE TO RETURN BID DOCUMENTS**

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

#### **12. TAXES AND LEVIES**

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

#### **13. BID VALIDITY PERIOD**

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

#### **14. ACCEPTANCE OF BID**

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

#### **15. PENALTIES**

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

### **CHAPTER 3: GENERAL CONDITIONS OF CONTRACT**

#### **PROVINCE OF THE EASTERN CAPE**

#### **ABLUTION FACILITIES AT HEAD OFFICE & AMATHOLE DISTRICT: SCMU12-24/25-0014 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](http://www.treasury.gov.za).

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain

the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE SECURITY**

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

## **8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bidding testing will be for the account of the bidder.

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

## **9. PACKING**

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

consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **10. DELIVERY AND DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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

- not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. SPARE PARTS**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. WARRANTY**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. PAYMENT**

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

## **17. PRICES**

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

## **18. CONTRACT AMENDMENTS**

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

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later,

shall not relieve the supplier from any liability or obligation under the contract.

## **21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. PENALTIES**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or

unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. TERMINATION FOR DEFAULT**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any 12 person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such

imposition, furnish the National Treasury, with the following information:

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

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

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

## **24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

## **25. FORCE MAJEURE**

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

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

## **26. TERMINATION FOR INSOLVENCY**

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

## **27. SETTLEMENT OF DISPUTES**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. LIMITATION OF LIABILITY**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not

apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(B) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. GOVERNING LANGUAGE**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. APPLICABLE LAW**

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

## **31. NOTICES**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

## **32. TAXES AND DUTIES**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34. PROHIBITION OF RESTRICTIVE PRACTICES**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## STANDARD BID DOCUMENT-3.1

### PRICING SCHEDULE – FIRM PRICES-

#### ABLUTION FACILITIES AT HEAD OFFICE & AMATHOLE DISTRICT: SCMU12-24/25-0014 (PURCHASES)

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

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

Name of bidder..... Bid number: SCMU12-24/25-0014.

Closing Time 11:00

Closing date: 14 MARCH 2025

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

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

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

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

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

\*Delete if not applicable

## ABLUTION FACILITIES AT HEAD OFFICE & AMATHOLE DISTRICT: SCMU12-24/25-0014

### 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 |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

<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

---

<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.

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

**SBD 6.1****ABLUTION FACILITIES AT HEAD OFFICE & AMATHOLE DISTRICT****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

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

**a) The applicable preference point system for this tender is the 80/20 preference point system.**

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

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

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

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| PRICE                                            | 80         |
| SPECIFIC GOALS                                   | 20         |
| <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.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

#### Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| <b>The specific goals allocated points in terms of this tender</b>                                                                               | <b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b> | <b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| 1.Eastern Cape Based Suppliers:<br>Within Buffalo City Metropolitan Municipality where service will be rendered= 8<br>Outside BCMM = 0           | 8                                                                                        |                                                                                  |
| 2.Women Owned entities:<br><ul style="list-style-type: none"> <li>• 100% owned= 9</li> <li>• 60% to 99%= 5</li> <li>• 59% and below=3</li> </ul> | 9                                                                                        |                                                                                  |
| 3.Youth owned entities =2                                                                                                                        | 2                                                                                        |                                                                                  |
| 4.Entities owned by people with disabilities=1                                                                                                   | 1                                                                                        |                                                                                  |
| <b>Total Points</b>                                                                                                                              | <b>20</b>                                                                                |                                                                                  |

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited  
Non-Profit Company  
State Owned Company

[TICK APPLICABLE BOX]

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

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

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

**SURNAME AND NAME:**.....

**DATE:** .....

**ADDRESS:** .....

.....

.....

## **BID POLICIES, PROCEDURES AND STANDARD CONDITIONS**

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

### **1. SUPPLIERS DATABASE**

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

### **2. SUPPLY CHAIN MANAGEMENT COMPLAINTS MECHANISM**

- 2.1 National Treasury Regulation 16A9.3 makes it mandatory for the National Treasury and each Provincial Treasury to establish a mechanism to consider complaints with regard to alleged abuses of the supply chain management framework within department/institutions. In this respect, the Provincial Treasury has established a uniform provincial policy to consider complaints, grievances and abuses of supply chain management processes.
- 2.2 In terms of the above, bidders may lodge a complaint for alleged abuses of the supply chain management mechanism by completing the complaint form obtainable from the Provincial Treasury's Supply Chain Management Office.
- 2.3 The department/institution shall follow the prescribed procedure laid out in the policy when considering complaints, grievances and abuses of the supply chain management framework.
- 2.4 The Uniform Provincial Policy to Consider Complaints, Grievances and Abuses of Supply Chain Management together with the Complaint Form may be obtained from the Provincial Treasury's Supply Chain Management Office, Shop No.5, Tyamzashe Building, Bhisho or accessed electronically from [www.ectreasury.gov.za](http://www.ectreasury.gov.za).

**3. SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

- 3.16 Bidders are required to consider the Pricing Index issued by Provincial Treasury on a quartley basis for Price Benchmarking (where applicable). It is available on the Departmental Website@[www.ectreasury.gov.za](http://www.ectreasury.gov.za)(Circulars issued by Provincial Treasury.
- 3.17 Bidders who are using courier services for delivery of their bid documents/ proposals must ensure the delivery is at the correct place/ location and time as the department will not be held responsible for late or incorrect delivery point.

#### 4 CONSORTIUMS / JOINT VENTURE

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

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

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

**SBD 3.1;**

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

## **TERMS OF REFERENCE**

**HIRING, INSTALLATION, REFILLING, SERVICING AND  
MAINTENANCE OF ABLUTION EQUIPMENT FOR ABLUTION  
FACILITIES AT HEAD OFFICE (BHISHO) AND AMATHOLE  
DISTRICT OFFICE (NORVIA HOUSE BUILDING) FOR A PERIOD OF  
THREE (3) YEARS.**



---

## 1. INTRODUCTION

The Eastern Cape Provincial Treasury (ECPT) requires hiring, installation, refilling, servicing and maintenance of ablution equipment for ablution facilities at the Head Office (Bhisho) and Amathole District Office (Norvia House Building) for a period of three (3) years.

## 2. OBJECTIVES

The objective of this bid is to appoint a suitable service provider who will be responsible for hiring, installation, refilling, servicing and maintenance of ablution equipment for ablution facilities at the Head Office (Bhisho) and Amathole District Office (Norvia House Building) for a period of three (3) years. It must be noted that the Department's Amathole District office may be relocated from Norvia House building in Vincent to another premises situated within East London during the term of the contract. The ablution equipment will need to be relocated should such a change of office transpire during the period of the contract.

## 3. SCOPE OF WORK

The work to be carried out on this contract consists of the supply through hiring, installation, refilling, servicing and maintenance of ablution equipment at Head Office (Bhisho) and Amathole District Office (Norvia House Building) as per the table below:

All equipment to be always kept in safe and good working condition, must comply with all health and safety regulations. Any faulty equipment shall be replaced/ maintained at the service provider's cost in the event of mechanical breakdown/ malfunction. The appointed service provider is expected to monthly refill all the mounted air fresheners and mounted auto seat sanitizer dispensers. All sanitary bins/she bins to be serviced and maintained every second week. The successful bidder must remove all the equipment two weeks prior to the end of the contract and all holes to be sealed.



3.1.

| ITEM NO. | DESCRIPTION                                                  | DURATION                                                 | QUANTITY | STANDARD                                                 |
|----------|--------------------------------------------------------------|----------------------------------------------------------|----------|----------------------------------------------------------|
| 1.       | Mounted auto seat sanitizer dispensers                       | Once – off installation                                  | 95       | Must be SABS/SANS approved                               |
| 2.       | Mounted Soap dispenser.                                      | Once – off installation                                  | 91       | Must be SABS/SANS approved                               |
| 3.       | Mounted Lockable toilet paper roll holders                   | Once – off installation                                  | 88       | National Environmental Management: Waste Act, 59 of 2008 |
| 4.       | Auto mounted paper towel holders                             | Once-off installation                                    | 72       | Must be SABS/SANS approved                               |
| 5.       | Standard size Pee mats for urinal basins                     | Monthly replacement of pee mats                          | 40       | Must be SABS/SANS approved                               |
| 6.       | Mounted Auto air freshener units                             | Once-off installation                                    | 73       | Must be SABS/SANS approved                               |
| 7.       | Mounted toilet wall dust bin                                 | Once-off                                                 | 73       | Must be SABS/SANS approved                               |
| 8.       | Sanitary bins/she bins pedal Intima 19 litres                | Serviced Fortnightly                                     | 58       | National Environmental management Waste Act,59 of 2008   |
| 9.       | Sanitary Bag dispenser (with non-transparent 25 bags inside) | Once off installation and replenishment when need arises | 58       | National Environmental management Waste Act,59 of 2008   |



**NB: Auto air fresheners and auto seat sanitizer dispensers must be refilled on a monthly basis.**

**Sanitary Bins (She Bins) MUST be serviced at least two (2) times a month.**

**Pee mats to be replenished on a monthly basis.**

#### 4. DETAILS ON TOILET LAYOUT

|                                                                     |                   | Toilets | Air Freshener Units | Soap Dispensers | SHE Bins | Sanitary bag dispenser | Dust bins | Manual Toilet Brushes | Toilet Paper holders | Toilet seat sanitizer | Pee mats for urinal basins | Paper Hand Towel Holders |
|---------------------------------------------------------------------|-------------------|---------|---------------------|-----------------|----------|------------------------|-----------|-----------------------|----------------------|-----------------------|----------------------------|--------------------------|
| Tyamzashe Building<br>Ground floor<br>Main Entrance                 | Male R0014        | 1       | 1                   | 1               | -        | -                      | 1         | 1                     | 1                    | 1                     | 3                          | 1                        |
|                                                                     | Female R0016      | 2       | 1                   | 1               | 2        | 2                      | 1         | 2                     | 2                    | 2                     | -                          | 1                        |
|                                                                     | Disabled R0019    | 1       | 1                   | 1               | 1        | 1                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
| Tyamzashe Building<br>Ground floor:<br>Justice Wing                 | Disabled: R0037   | 1       | 1                   | 1               | 1        | 1                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
|                                                                     | Female: R0033     | 1       | 1                   | 1               | 1        | 1                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
| Tyamzashe Building<br>1 <sup>st</sup> Floor<br>Accounting Services  | Male: R1075       | 1       | 1                   | 1               | -        | -                      | 1         | 1                     | 1                    | 1                     | 2                          | 1                        |
|                                                                     | Female: R1072     | 1       | 1                   | 1               | 1        | 1                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
|                                                                     | Female: R1043     | 1       | 1                   | 1               | 1        | 1                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
|                                                                     | Disabled: R1046   | 1       | 1                   | 1               | 1        | 1                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
| Tyamzashe Building<br>1 <sup>st</sup> Floor<br>Financial Management | Male R1075        | 1       | 1                   | 2               | -        | -                      | 1         | 1                     | 1                    | 1                     | 2                          | 1                        |
|                                                                     | Female R1020      | 2       | 1                   | 2               | 2        | 2                      | 1         | 2                     | 2                    | 2                     | -                          | 1                        |
|                                                                     | Disabled R1024    | 1       | 1                   | 1               | 1        | 1                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
| Tyamzashe Building<br>2 <sup>nd</sup> Floor                         | Male: R2021       | 1       | 1                   | 2               | -        | -                      | 1         | 1                     | 1                    | 1                     | 2                          | 1                        |
|                                                                     | Male: R2078       | 1       | 1                   | 2               | -        | -                      | 1         | 1                     | 1                    | 1                     | 2                          | 1                        |
|                                                                     | Female: R2024     | 2       | 1                   | 2               | 2        | 2                      | 1         | 2                     | 2                    | 2                     | -                          | 1                        |
|                                                                     | Female: R2084     | 2       | 1                   | 2               | 2        | 2                      | 1         | 2                     | 2                    | 2                     | -                          | 1                        |
|                                                                     | Room 2051 MEC     | 1       | 1                   | 1               | -        | -                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
|                                                                     | Room 2065         | 1       | 1                   | 1               | 1        | 1                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
|                                                                     | Room 2030 MEC     | 1       | 1                   | 1               | 1        | 1                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
|                                                                     | Room 2074 MEC     | 1       | 1                   | 1               | 1        | 1                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
|                                                                     | Male 206<br>9 HOD | 1       | 1                   | 1               | -        | -                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
|                                                                     | Female 2046 HOD   | 1       | 1                   | 1               | 1        | 1                      | 1         | 1                     | 1                    | 1                     | -                          | 1                        |
| Tyamzashe Building<br>3 <sup>rd</sup> Floor                         | Male: R 3050      | 1       | 1                   | 2               | -        | -                      | 1         | 1                     | 1                    | 1                     | 2                          | 1                        |
|                                                                     | Male: R 3019      | 1       | 1                   | 2               | -        | -                      | 1         | 1                     | 1                    | 1                     | 2                          | 1                        |
|                                                                     | Female: R 3044    | 2       | 1                   | 2               | 2        | 2                      | 1         | 2                     | 2                    | 2                     | -                          | 1                        |
|                                                                     | Female: R 3021    | 2       | 1                   | 2               | 2        | 2                      | 1         | 2                     | 2                    | 2                     | -                          | 1                        |



|                                                               |                 | Toilets | Air Freshener Units | Soap Dispensers | SH E Bins | Sanitary bag Dispenser | Dust bins | Manual Toilet Brushes | Toilet Paper holders | Seat Sanitizer Dispenser | Pee mats for Urinal basins | Paper Hand Towels |
|---------------------------------------------------------------|-----------------|---------|---------------------|-----------------|-----------|------------------------|-----------|-----------------------|----------------------|--------------------------|----------------------------|-------------------|
| Tyamzashe Building 4th Floor                                  | Male: R 4086    | 1       | 1                   | 2               | -         |                        | 1         | 1                     | 1                    | 1                        | 2                          | 1                 |
|                                                               | Male: R 4118    | 1       | 1                   | 2               | -         |                        | 1         | 1                     | 1                    | 1                        | 2                          | 1                 |
|                                                               | Female : R 4085 | 2       | 1                   | 2               | 2         | 2                      | 1         | 2                     | 2                    | 2                        | -                          | 1                 |
|                                                               | Female : R4114  | 2       | 1                   | 2               | 2         | 2                      | 1         | 2                     | 2                    | 2                        | -                          | 1                 |
|                                                               | Male: R4058     | 1       | 1                   | 2               | -         |                        | 1         | 2                     | 1                    | 1                        | 2                          | 1                 |
|                                                               | Female : R4052  | 2       | 1                   | 2               | 2         | 2                      | 1         | 2                     | 2                    | 2                        | -                          | 1                 |
|                                                               | Female : R4027  | 2       | 1                   | 2               | 2         | 2                      | 1         | 2                     | 2                    | 2                        | -                          | 1                 |
|                                                               | Male: Room 4028 | 1       | 1                   | 2               | -         |                        | 1         | 1                     | 1                    | 1                        | 2                          | 1                 |
| Tyamzashe Building Former Standard Bank Building (Shop No. 7) | Female          | 3       | 1                   | 2               | 3         | 3                      | 1         | 3                     | 3                    | 3                        | -                          | 1                 |
|                                                               | Male            | 2       | 1                   | 2               | -         |                        | 1         | 2                     | 2                    | 2                        | 2                          | 1                 |
| Tyamzashe Building Shooters (Shop No 6)                       | Male            | 1       | 1                   | 1               | -         |                        | 1         | 1                     | 1                    | 1                        | 1                          | 1                 |
|                                                               | Female          | 2       | 2                   | 2               | 2         | 2                      | 2         | 2                     | 2                    | 2                        | -                          | 1                 |
| Tyamzashe Building Shop No. 5 SCM Office                      | Male            | 1       | 1                   | 1               | -         |                        | 1         | 1                     | 1                    | 1                        | -                          | 1                 |
|                                                               | Female          | 1       | 1                   | 1               | 1         | 1                      | 1         | 1                     | 1                    | 1                        | -                          | 1                 |
| Tyamzashe Building Shop No.4- SCM Office                      | Male R0041      | 1       | 1                   | 1               | -         |                        | 1         | 1                     | 1                    | 1                        | -                          | 1                 |
|                                                               | Female R0042    | 1       | 1                   | 1               | 1         | 1                      | 1         | 1                     | 1                    | 1                        | -                          | 1                 |
|                                                               | R0043           | 1       | 1                   | 1               | 1         |                        | 1         | 1                     | 1                    | 1                        | -                          | 1                 |
| Tyamzashe Building (Shop No 2 & 3) SCM Office                 | Male            | 3       | 2                   | 3               | -         |                        | 1         | 3                     | 3                    | 3                        | 1                          | 1                 |
|                                                               | Female          | 2       | 2                   | 2               | 2         | 2                      | 2         | 2                     | 2                    | 2                        | -                          | 1                 |
|                                                               | Disabled        | 1       | 1                   | 1               | 1         | 1                      | 1         | 1                     | 1                    | 1                        | -                          | 1                 |
| Tyamzashe Building (Shop No 1) SCM Office                     | Male            | 1       | 1                   | 1               | -         |                        | 1         | 1                     | 1                    | 1                        | 1                          | 1                 |
|                                                               | Female          | 2       | 1                   | 1               | 2         | 2                      | 1         | 2                     | 2                    | 2                        | -                          | 1                 |
| Phalo House Ground Floor                                      | Male            | 5       | 5                   | 5               | -         |                        | 5         | 5                     | 5                    | 5                        | 3                          | 5                 |
|                                                               | Female          | 3       | 2                   | 2               | 3         | 3                      | 3         | 3                     | 3                    | 3                        | -                          | 3                 |



HOME OF  
**LEGENDS**

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

39



|                                   |          |   |    |    |    |   |    |   |    |    |    |    |
|-----------------------------------|----------|---|----|----|----|---|----|---|----|----|----|----|
|                                   | Disabled | 1 | 1  | 1  | 1  | 1 | 1  | 1 | 1  | 1  | -  | 1  |
| Phalo House First Floor           | Male     | 4 | 3  | 3  | -  |   | 4  | 4 | 4  | 4  | 3  | 3  |
|                                   | Female   | 3 | 2  | 2  | 3  | 3 | 2  | 3 | 3  | 3  | -  | 2  |
| Phalo House 2 <sup>nd</sup> Floor | Male     | 3 | 2  | 3  | -  |   | 2  | 3 | 3  | 3  | 2  | 2  |
|                                   | Female   | 2 | 1  | 2  | 2  | 2 | 1  | 2 | 2  | 2  | -  | 1  |
| Amathole District office          | Male     | 2 | 1  | -  | -  |   | 1  | 2 | -  | 2  | 2  | 2  |
|                                   | Female   | 2 | 1  | -  | 2  | 2 | 1  | 2 | -  | 2  | -  | 1  |
|                                   | Disabled | 1 | 1  | -  | 1  | 1 | 1  | 1 | -  | 1  | -  | 1  |
|                                   | MEC      | 1 | 1  | -  | -  |   | 1  | 1 | -  | 1  | 1  | 1  |
|                                   | HOD      | 1 | 1  | -  | -  |   | 1  | 1 | -  | 1  | 1  | 1  |
| Totals                            | -        | - | 73 | 91 | 58 |   | 73 |   | 88 | 95 | 40 | 72 |

Tyamzashe Building, Shop no.1, 2, 3, 4, 5, 6 and 7, Global Life Building and Phalo House building and Amathole District Office (Norvia House Building) in East London.

## 5. MONITORING, COMMUNICATION AND REPORTING

- 5.1 The successful bidder must assign a supervisor during all execution phases of this project and the name of the Supervisor must be submitted to ECPT. Should the Supervisor change during the contract for whatever reason, the Deputy Director: Office Environment and Auxiliary Services must be notified in writing and the person replacing the Supervisor should be of equal or greater experience and skills than the previous Supervisor.
- 5.2 The Supervisor shall submit a monthly report to the Deputy Director: Office Environment and Auxiliary Services regarding the execution of the contract.
- 5.3 Monthly meetings will be held to monitor the performance of the service provider.

## 6. WORK PLAN

The successful bidder shall submit a work plan within fourteen (14) days of receiving the appointment letter from ECPT. The work plan must detail how the project should be carried out, taking into consideration the Scope of work and expected deliverables. The work plan must also address the following: -

- How duties will be carried out, managed, and monitored for compliance in terms of the scope of work and expected deliverables.
- Control procedures and mechanisms put in place to monitor performance.
- Contingency Plan to ensure continuation of service during abnormal circumstances. e.g. human made disaster, natural disaster, industrial action, service delivery protests.



## 7. HEALTH AND SAFETY COMPLIANCE

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

## 8. POPIA STATEMENT

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

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

The parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this BID, the Responsible party is "ECPT" and the Data subject is the "Respondent". ECPT will process personal information only with the knowledge and authorization of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

ECPT reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this BID and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning ECPT.

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



for the legislatively required period, destruction, de-identification and publishing of personal information by ECPT and/or its authorised appointed third parties.

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

## **9. PROCUREMENT LEGISLATION**

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) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

## **10. SECURITY IDENTIFICATION OF EMPLOYEES**

10.1 The successful bidder shall ensure that their staff are issued with uniforms and identification cards. The uniform and the identification card must be always worn and visible whilst on the premises of the ECPT. The identification card must contain an ID size photo and full name of the employee. The successful bidder must have sufficient control over the identification cards to prevent any unauthorized use thereof.

10.2 A list of name / s of all the allocated employee' who are to be employed on this contract must be furnished in writing to the Deputy Director: Office Environment and Auxiliary Services Unit at least a week before the commencement of this contract. It is the responsibility of the successful bidder to immediately notify the department in writing if there are any replacements including short-term replacement for staff members on leave, prior to such taking place.

## **11. CONTRACT PERIOD**

The successful bidder will enter into a Service Level Agreement (SLA) with ECPT after the award of the contract. The contract shall remain in force for a period of three (3) years.



## 12. CONDITIONS OF THE CONTRACT

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

- 12.1 ECPT reserves the right to subject any of the shortlisted bidders to a security screening process, including the company and directors, to assess their security competency. The employees of the successful bidder may also be required to undergo a similar screening process at a later stage, as deemed necessary."
- 12.2 ECPT reserves the right to perform physical inspection / verification of the existing functional office.

The successful bidder must submit a work plan within fourteen (14) days of receiving the appointment letter from ECPT outlining the scope of services, timelines, and deliverables. The work plan must also address the following items.

- How duties will be carried out, managed and monitored.
- Control procedures and mechanisms to monitor the contract.

- 12.3 The successful bidder will be required to use South African Bureau of Standards (SABS)/South African National Standards (SANS) approved chemicals sourced from Eastern Cape based suppliers, which shall be monitored as and when required.
- 12.4 The successful bidder shall indemnify, protect, defend, and hold harmless ECPT from any claims, demands, actions, or proceedings, including legal fees and costs arising from Taxes payable by the bidder, workmen's Compensation Insurance claims, claims by third parties, including the department's employees, for bodily injury or property damage caused by the bidder's actions or omissions.
- 12.5 The successful bidder must ensure uninterrupted refilling, servicing, and maintenance of ablution equipment. Any failure to meet service requirements may result in penalties for underperformance or non-performance.
- 12.6 The successful bidder must submit the following registration certificates within fourteen (14) calendar days after receipt of an appointment letter:

12.6.1. Healthcare Risk Waste Facility Registration Certificate.

12.6.2. Healthcare Risk Waste Transporter Registration Certificate.

- 12.6.3 Should the successful bidder make use of a third party for the purpose of rendering sanitary hygiene services, a signed confirmation/agreement between the parties must be submitted. The third party must be authorized by the Department of Environmental Affairs to render the afore-mentioned services.



### 13. SPECIAL CONDITIONS OF THE BID

**Bidders must comply with all the requirements listed below:**

- 13.1. The bidder must have undertaken a minimum of two (2) projects in supplying and servicing of hygiene equipment in the ablution facilities within an office environment as follows:
- At least one project must have a period of un-interrupted 12 (twelve) months.
  - **Annexure A** must be fully completed with contactable references.
- 13.2. The bidder must fully complete the attached Pricing Schedule **Annexure B1, B2, B3 and B4. FAILURE TO COMPLY WITH THE REQUIREMENTS LISTED ABOVE WILL LEAD TO YOUR BID BEING DISQUALIFIED.**

### 14. PRICING

The following terms and conditions must strictly be adhered to by all bidders:

- 14.1 A pricing schedule template attached must be completed in full indicating the list of ablution equipment and servicing for ablution facilities **(See Annexure B1, B2, B3 and B4 attached)**. The total bid price shall remain fixed for the duration of the contract.
- 14.2 The total bid price must also be reflected in ECBD 3.1.
- 14.3 All prices must be inclusive of VAT whether the bidder is not registered for VAT. Where suppliers are VAT registered, all rates proposed must be VAT inclusive and presented in accordance with the stipulations of the VAT Act (Act no 89 of 1991). If the bidder does not include VAT, such a bidder 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 for price increases during the contract period.**

### 15. EVALUATION CRITERIA

In terms of the new Preferential Procurement Regulations (PPR) 2022, pertaining to the Preferential Procurement Policy Framework Act, (Act No.5 of 2000), responsive bids will be evaluated using 80/20 preference point system and specific goals. Eighty (80) points will be allocated for the price and twenty (20) points will be allocated for the specific goals tabulated in the table below:



## 15.1 PRICE AND ALLOCATION OF SPECIFIC GOALS

| CRITERIA                                                                                                                                   |                  | POINTS                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Price and Specific Goals                                                                                                                   |                  | 80 / 20                                                                                                                        |
| Price points                                                                                                                               |                  | 80 Points                                                                                                                      |
| Specific Goals                                                                                                                             |                  | 20 Points                                                                                                                      |
| Below are the Specific Goals allocated in terms of this tender:                                                                            | Number of Points | Proof Documentation Required to substantiate claiming of points on ECBD 6.1 ( <u>Copy of the Documents MUST be certified</u> ) |
| 1. Eastern Cape Based Suppliers:<br>Within Buffalo City Metropolitan Municipality where the services will be rendered = 8 Outside BCMM = 0 | 8                | Utility bill / valid lease agreement /letter from the councillor.                                                              |
| 2. Women owned entities<br>100% owned = 9<br>60% to 99% = 5<br>59% and below = 3                                                           | 9                | Identity Documents and CIPRO/CIPC for the company Director/s                                                                   |
| 3. Youth owned entities                                                                                                                    | 2                |                                                                                                                                |
| 4. Entities owned by people with disabilities                                                                                              | 1                | Confirmation from a registered medical doctor in respect of the Director/s                                                     |
| <b>Total Points for Specific Goals</b>                                                                                                     | <b>20</b>        |                                                                                                                                |

## 15.2. Note: Bidders who wish to claim points for Specific goals MUST:

- Complete the attached ECBD 6.1
- 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.
- The organ of state reserves the right to require of a tender, either before a tender is



adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

#### 16. CONTACT PERSONS FOR ENQUIRIES

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

| Regarding Terms of Reference:                                                            | Regarding SCM Information                                                                    |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Mr. M.M. Qeqe<br>Provincial Treasury<br>Bhisho<br>E-mail: Mpumezi.qeqe@ectreasury.gov.za | Ms. L. Garishe<br>Provincial Treasury<br>Bhisho<br>E-mail: Lelethu.garishe@ectreasury.gov.za |

  
\_\_\_\_\_  
**MR.A. REDDY**  
**CHAIRPERSON: BID SPECIFICATION COMMITTEE**

12/02/2025  
**DATE**

  
\_\_\_\_\_  
**HEAD OF DEPARTMENT**

13/02/2025  
**DATE**



**ANNEXURE A: TRACK RECORD AND REFERENCES (MINIMUM OF TWO PROJECTS/CONTRACTS)**

**TERMS OF REFERENCE FOR HIRING, SUPPLYING, INSTALLATION, REFILLING, SERVICING AND MAINTENANCE OF ABLUTION EQUIPMENT FOR ABLUTION FACILITIES AT HEAD OFFICE (BHISHO) AND AMATHOLE DISTRICT OFFICE (NORVIA HOUSE BUILDING) FOR A PERIOD OF THREE (3) YEARS**

| Company names/Clients | Detailed Description of projects/contracts undertaken | Start date & year of contract | End date & year of contract | Duration of contract (min 12 months) | Contactable references  |                        |
|-----------------------|-------------------------------------------------------|-------------------------------|-----------------------------|--------------------------------------|-------------------------|------------------------|
|                       |                                                       |                               |                             |                                      | Name of Contact persons | Work telephone numbers |
|                       |                                                       |                               |                             |                                      |                         |                        |
|                       |                                                       |                               |                             |                                      |                         |                        |
|                       |                                                       |                               |                             |                                      |                         |                        |
|                       |                                                       |                               |                             |                                      |                         |                        |
|                       |                                                       |                               |                             |                                      |                         |                        |

**ANNEXURE B1 (INSTALLATION PRICING SCHEDULE)**  
**NB: ALL HYGIENE EQUIPMENT TO BE DELIVERED/ SUPPLIED MUST BE MADE OF WHITE PLASTIC MATERIAL**

| ITEM NO.                  | DESCRIPTION                                                   | DURATION                        | QUANTITY | STANDARD                                               | UNIT PRICE | VAT | TOTAL PRICE QUANTITIES | X BY |
|---------------------------|---------------------------------------------------------------|---------------------------------|----------|--------------------------------------------------------|------------|-----|------------------------|------|
| 1                         | Mounted auto seat sanitizer dispensers                        | Once - installation             | off 95   | Must be SABS/SANS approved                             |            |     |                        |      |
| 2                         | Mounted Soap dispenser.                                       | Once - installation             | off 91   | Must be SABS/SANS approved                             |            |     |                        |      |
| 3.                        | Mounted Lockable toilet paper roll holders                    | Once- installation              | off 88   | Must be SABS/SANS approved                             |            |     |                        |      |
| 4                         | Auto mounted paper towel holders                              | Once-off installation           | 72       | Must be SABS/SANS approved                             |            |     |                        |      |
| 5                         | Pee mats for urinal basins                                    | Monthly replacement of pee mats | 40       | Must be SABS/SANS approved                             |            |     |                        |      |
| 6                         | Mounted automated Air freshener units                         | Once-off installation           | 73       | Must be SABS/SANS approved                             |            |     |                        |      |
| 7                         | Mounted Toilet wall dust bin                                  | Once-off installation           | 73       | Must be SABS/SANS approved                             |            |     |                        |      |
| 8.                        | Supply of sanitary bins/she bins pedal intima 19 Liters.      | Supply only                     | 58       | National Environmental management Waste Act,59 of 2008 |            |     |                        |      |
| 9.                        | Sanitary bag dispenser (with non-transparent 25 bags inside). | Once installation               | off 58   | National Environmental management Waste Act,59 of 2008 |            |     |                        |      |
| <b>SUB TOTAL INCL VAT</b> |                                                               |                                 |          |                                                        |            |     | <b>R</b>               |      |

48

**ANNEXURE B2 (HIRING PRICING SCHEDULE AND REFILLING OF SEAT SANITIZER DISPENSERS AND AIR FRESHENER UNITS) NB:  
HIRING COST MUST REFLECT DEPRECIATION VALUE OF THE EQUIPMENT FOR THE DURATION ON THE CONTRACT PER UNIT**

| ITEM NO.                                   | DESCRIPTION                                                                | QUANTITIES | MONTHLY<br>UNIT PRICE<br>INCL VAT | TOTAL<br>YEAR 1 | TOTAL<br>YEAR 2 | TOTAL<br>YEAR 3 |
|--------------------------------------------|----------------------------------------------------------------------------|------------|-----------------------------------|-----------------|-----------------|-----------------|
| 1.                                         | Hiring of mounted auto seat sanitizer dispensers <b>refillable monthly</b> | 95         |                                   |                 |                 |                 |
| 2.                                         | Hiring of mounted Soap dispenser.                                          | 91         |                                   |                 |                 |                 |
| 3.                                         | Hiring of mounted Lockable toilet paper roll holders                       | 88         |                                   |                 |                 |                 |
| 4.                                         | Hiring of auto mounted paper towel holders                                 | 72         |                                   |                 |                 |                 |
| 5.                                         | Hiring of mounted toilet dust bin                                          | 40         |                                   |                 |                 |                 |
| 6.                                         | Hiring of mounted Air freshener units <b>refillable monthly</b>            | 73         |                                   |                 |                 |                 |
| 7.                                         | Hiring of sanitary bins/she bins pedal intima 19 litres                    | 58         |                                   |                 |                 |                 |
| 8.                                         | Sanitary bag dispenser (with 25 non-transparent bags inside)               | 58         |                                   |                 |                 |                 |
|                                            | <b>SUB-TOTAL INCL VAT</b>                                                  |            |                                   |                 |                 |                 |
| <b>TOTAL INCL VAT FOR YEAR 1,2 &amp; 3</b> |                                                                            |            |                                   |                 |                 |                 |

49

ANNEXURE B3: SERVICING OF SANITARY BINS/SHE BINS / REPLENISHING OF NON-TRANSPARENT SANITARY BAGS AND PEE MATS

| ITEM NO.                                 | DESCRIPTION                                                                           | QUANTITIES | MONTHLY UNIT PRICE INCL VAT | YEAR 1 | YEAR 2 | YEAR 3 |
|------------------------------------------|---------------------------------------------------------------------------------------|------------|-----------------------------|--------|--------|--------|
| 1.                                       | Servicing of sanitary bins/she bins, pedal intima.<br><b>Service twice per month.</b> | 58         |                             |        |        |        |
| 2.                                       | Replenish Sanitary Bag Dispenser with 25 nontransparent bags when need arises.        | 58         |                             |        |        |        |
| 3.                                       | Replenish urinal basins with standard size pee mats <b>monthly</b>                    | 73         |                             |        |        |        |
|                                          | <b>SUB-TOTAL</b>                                                                      |            |                             |        |        |        |
| <b>TOTAL INCL VAT FOR YEAR 1,2 AND 3</b> | <b>R</b>                                                                              |            |                             |        |        |        |

50

**ANNEXURE B4 (CONSOLIDATED PRICING SCHEDULE B1+B2+B3)**

| <b>ANNEXURES</b>                                                                                                  | <b>TOTAL COSTS</b> |
|-------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Annexure B1</b> -Installation Pricing Schedule                                                                 | <b>R</b>           |
| <b>Annexure B2</b> - Hiring Pricing Schedule and Refilling of Seat Sanitizer Dispensers and Air Freshener Units). | <b>R</b>           |
| <b>Annexure B3</b> - Servicing of sanitary bins/ Replenishing of Non-Transparent Sanitary Bags and Pee Mats.      | <b>R</b>           |
| <b>TOTAL BID PRICE INCLUSIVE OF VAT</b>                                                                           | <b>R</b>           |

**Bidders Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signed by:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

51