



DEPARTMENT OF SPORT, RECREATION, ARTS AND CULTURE
ISEBE LEZEMIDLALO, ULONWABO, UBUGCISA NENKCUBEKO
LEFAPHA LA DIPAPADI, BOIKGATHOLLO, BONONO LE BOTJHABA
DEPARTEMENT VAN SPORT, ONTSPANNING, KUNS EN KULTUUR

No 5 Eales Street | eQonce | Private bag x0020 | Bhisho, 5605

**DEPARTMENT OF SPORT, RECREATION, ARTS AND CULTURE
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE DEPARTMENT OF SPORT, RECREATION,
ARTS & CULTURE STATED HEREIN UNDER**

Bid No.	SCMU14-22/23-0002	
Bid Description.	APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO RENDER OFFICE CLEANING AND WASHROOM SERVICES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AT THE WILTON MKWAYI COMPLEX IN KING WILLIAMS TOWN	
Details of Compulsory Briefing and Site Inspection:		
Venue: -	Dsrac Archives Boardroom- EQONCE	
Date & Time:-	14 October 2022 10h00	
Contact Person/s:-		
Specification:	Name:	Mr. N. H Mtamzeli
	Telephone & Cell Numbers:	043 – 492 1310 / 066 474 2755
Bid Procedures:	Names:	Mr. A Bomseni
	Telephone No:	0434921032/ 066 302 2479
Closing time and date:	Time and Date:	31 October 2022 at 11H00
	Condition	Bid received after the closing time and date are late and will as a rule not to be accepted for consideration. Bids should be in a sealed envelope clearly marked with the above bid number, description, and Department of Sports, Recreation, Arts and Culture's name.
Delivery address and conditions for delivery of bids:-		
	Delivery address:	Supply Chain Management Unit, Department of Sport, Recreation, Arts and Culture. Wilton Mkwai building, No.5 Eales street, buffalo road, King Williams town
		Bidders should ensure that the bids are delivered timeously to the correct address. The bid box will be open from 8h00 to 16H30 Monday to Thursday and 8H00 to 16H00 on Friday.
- The SBD 1 and all other application forms attached must be completed and signed in the original that is in ink. - Forms with photocopied signatures or other such reproduction of signatures will be rejected. - Bids by telegram, facsimile or other similar apparatus will not be acceptable for consideration.		



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Iphondo LweMpuma – Koloni Province of the Eastern Cape Provinsie Oos – Kaap

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1 DEFINITIONS

- 1.1 The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.
- 1.2 In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

Department	means the Eastern Cape Department Sports Recreation, Arts and Culture acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising o The cover page and the table of content and definitions

	- o Part 1 which details the Specifications relating to the Technology / Services - o The Conditions of Bid; - o The Conditions of Contract and Operational Requirements. - o ALL the requisite bid forms and certificates; As read with GCC – <i>General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in this bid document

PART 1

Conditions of Bid

SCMU14-22/23-0002: Appointment of the reputable service provider to render office cleaning and washroom services for a period of 24 months at Wilton Mkwai Building Complex in King Williams Town.

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PART 1
Conditions of Bid

1. OFFER AND SPECIAL CONDITIONS

- 1.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached with its bid. Bidders must take careful note of the special conditions.
- 1.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**
- 1.3 In the event that any form or certificate provided in the bid document of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

2. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

- 2.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 2.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 2.3 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

3. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

BID BRIEFING

See the details of bid briefing on the cover page of the bid.

5. PREFERENCE POINTS CLAIM FORMS

Part—contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

6. PRICING

6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached which completed form/s must be submitted together with the bid documents. **It is a requirement of this bid that the bid price is firm i.e. NO ROE CLAIMS**

6.2 **Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.**

6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form

6.4 QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached, if no details are included in the bid, it would be accepted that the bidder does not have experience.

7. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached

8. CONSORTIUMS

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

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

8.3 It shall be signed so as to be legally binding on all consortium members;

8.4 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;

8.5 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;

8.6 A copy of the agreement entered into by the consortium members shall be submitted with the bid, otherwise the Bid will be disqualified.

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9. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached

10. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached.

11. TAX CLEARANCE

The bidder should submit a original tax clearance certificate together with the bid documentation. A pro forma application for Tax Clearance Certificate (SBD 2) is attached. Bidder must take specific note of the conditions stipulated in SBD 2. Where parties have joint venture they should submit original tax clearance certificates of their companies as individual companies or separately.

12. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the services are to be provided (see Part 3 of this invitation to bid). These details should be provided on the form attached which completed form, must be submitted together with the bid.

13. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions.

14. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **90 (ninety day)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

15. ACCEPTANCE OF BIDS

The State, the Eastern Cape Provincial Government, the Department of Sports, Recreation, Arts and Culture and(as the case may be) does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the Eastern Cape Provincial Government, the Department,(as the case may be) of

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certain requirements which the State, the Eastern Cape Provincial Government, the Department, (as the case may be) considers to be of minor importance and not complied with by the bidder.

16. NO RIGHTS OR CLAIMS

- 16.1 Receipt of the invitation to bid does not confer any right on any party in respect of the services or in respect of or against the State, the Eastern Cape Provincial Government, and the Department. The State, the Eastern Cape Provincial Government, and the Department (as the case may be) reserves the right, in its sole discretion, to withdraw by notice to bidders any services or combination of services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- 16.2 Neither the State, the Eastern Cape Provincial Government, the Department, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

17. NON DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 17.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the Department.
- 17.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

18. ACCURACY OF INFORMATION

- 18.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the Department nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 18.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder

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should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

19. COMPETITION

- 19.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 19.2 In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 19.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.
- 19.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

20. RESERVATION OF RIGHTS

- 20.1 Without limitation to any other rights of the Department (whether otherwise reserved in this invitation to bid or under law), and the Department expressly reserves the right to:-
- 20.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 20.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 20.4 Reject all responses submitted by bidders and to embark on a new bid process.

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Conditions of Contract and Operational Requirements

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Other Operational Requirements

1. CONTRACT

The contract for the supply of the required service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by, the Department and shall continue in force for the period of two **(2) Years.**

2. FEES AND CHARGES

- 2.1 The stipulated bid prices shall be fixed (firm) for the duration of contract.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming services or otherwise relieve contractor of any of its obligations under the contract.
- 2.3 To the extent that the Department disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, Department shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

2 GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- 3.1 ***The Department's operational requirements.*** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the Department and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
 - 3.2 ***Problem identification and reporting.*** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the Department. Without detracting from the generality of this statement, contractor shall:-
 - 3.3 Without delay informs the Department and the appointed Department Technical Support Manager, of all incidents or accidents which may occur which involve contractor's personnel;
 - 3.4 Co-operate fully with the Department and its appointed Technical Support Manager in analyzing and investigation such incidents or accidents.
 - 2.5 ***Other Service Providers*** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the Department, co-operate fully with such persons.
 - 2.6 ***Regulations and statutes*** The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.
 - 2.7 ***Compliance with procedures.***
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- 3.8 Manager is recorded that during the currency of the contract the Department may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.
- 3.9 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 3.10 should the Department at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the Department shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.
- 3.11 **Contractor's procedures** The contractor shall, upon receipt of written request from the Department or its appointed Technical Support Manager provide the Department with copies of all contractor's operating procedures and processes relating to the Services;
- 3.12 **Provision of Services in clean and tidy manner.** The contractor shall ensure that the Services are provided in a clean and tidy manner.

4. HAZARDOUS MATERIALS

The contractor will be held liable for any expenses that may be incurred by the Department as a result of damage to property and injury to personnel as a result of poor quality products.

5. FIRE RISKS

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the Department and take such remedial action as may be necessary.

6. ENERGY MANAGEMENT

The contractor shall comply fully with the energy management strategy implemented in the Department from time to time and shall provide the Services in an energy efficient manner.

7. OCCUPATIONAL HEALTH AND SAFETY

- 7.1 In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

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7.2 The contractor:-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the Department in covering letter relating to health and safety and will inform the Department immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8 SERVICE LEVEL AGREEMENT

It is recorded that the Department and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9 PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

9.2 Compliance. For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:-

- with reference to reports provided by contractor;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by Department
- by means of service reviews, inspections or any audit carried out by or on behalf of the Department

9.3 Records. Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the Department upon request.

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9.4 Measurement of performance

- **Periodic checks:** Department and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by Department) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by Department.
- **Service complaints :** All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by Department, its appointed facilities manager,
- or any other party shall be given proper and speedy consideration by contractor. Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the Department.

10. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

11. LOSS DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

12 SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the Department (or any other authorized authority) and then only to a person and to the extent approved by the Department or such authority and upon such terms and conditions as the Department or such authority require. It is recorded that where such consent is given contractor shall remain liable to Department for the performance of the Services.

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BID SPECIFICATION

SCMU14-22/23-0002: Appointment of the reputable service provider to render office cleaning and washroom services for a period of 24 months at Wilton Mkwazi Building Complex in King Williams Town.

SCMU 14-22/23-0002

SUPPLY CHAIN MANAGEMENT UNIT

APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO RENDER OFFICE CLEANING AND WASHROOM SERVICES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AT THE WILTON MKWAYI COMPLEX IN HEAD OFFICE- EQONCE

1. Background.

The Department needs a Service Provider to render cleaning services for a period of 24 months.

Bids are thus hereby invited from interested, reputable suppliers to participate in the office cleaning services bidding process.

2. Requirements

Bidders are required to indicate their capacity to deliver timeously and efficiently and conform in respect of:

- 2.1 Infrastructural and organizational capacity.
- 2.2 Three contactable references must be provided.
- 2.3 All interested suppliers are to ensure compliance with the Basic Conditions of Employment Act (Act 75 of 1997)
- 2.4 All cleaning material must be delivered a day before the commencement date.
- 2.5 Twenty-Nine (29) cleaners plus One (1) supervisor must be deployed in the Complex.
- 2.6 Price must be fixed for the duration of the contract.

Washroom and cleaning services for a period of 24 months at Wilton Mkwayi Building in Head Office



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3. Invoicing

Services rendered will be paid only when a correct and accurate invoice has been submitted.

4. Areas to be cleaned:

4.1 Office Space:

The area to be cleaned daily is 15 389 square meters and comprises of the following:

- ❖ 199 Offices
- ❖ 11 Open plan areas
- ❖ 2 Boardrooms
- ❖ Reception areas
- ❖ Passages
- ❖ 28 Storerooms
- ❖ 9 Kitchens
- ❖ Basements
- ❖ 60 Toilets stalls: 27 Male and 33 Female
- ❖ Library Warehouse
- ❖ 3 Registries
- ❖ Security guardhouse

4.2 Fleet Vehicles:

- ❖ Fleet vehicles will be washed every Monday
- ❖ Each car is to be washed twice per month
- ❖ Each car is to receive full valet service twice annually

5. Duties to be performed

- ❖ Sweeping
- ❖ Wiping/Polishing office furniture
- ❖ Light vacuuming of carpets to designated areas
- ❖ Cleaning kitchens
- ❖ Cleaning and disinfecting toilets
- ❖ Dust shelves in libraries and stores
- ❖ Dust walls and decorations spot clean walls
- ❖ Spot clean carpets
- ❖ Carpet shampoo
- ❖ Deep clean toilets
- ❖ Shine tiled floors

Washroom and cleaning services for a period of 24 months at Wilton Mkwayi Building in Head Office

- ❖ Strip and seal tiled floors
- ❖ Wash windows
- ❖ Washing of dishes, jugs and glasses in the offices
- ❖ Cleaning and filling of water dispensers and jugs in offices
- ❖ Fumigation of offices quarterly
- ❖ Replacement of toilet paper in toilets twice daily
- ❖ Filling of soap dispenser with good quality hand soap
- ❖ Regular replacement of fragrance units in toilets.
- ❖ Washing and vacuuming of fleet vehicles
- ❖ Polishing of tyres of fleet vehicles
- ❖ Sanitising of office furniture
- ❖ Deep cleaning of COVID-19 affected offices in line with regulated health protocols as and when required

6. The successful bidder will be provided with the Site Instruction document outlining the following performance roster:

- ❖ Daily
- ❖ Weekly
- ❖ Monthly
- ❖ Quarterly

Ad-hoc instructions will also be issued on-site

7. Conditions of Bid

- ❖ No interest will be paid for later invoices
- ❖ All prices will be deemed to include VAT
- ❖ Prices quoted must include installation/fittings
- ❖ Bidders are advised to attend a **compulsory** briefing and site inspection.
- ❖ The Department may conduct in loco inspections to satisfy itself of the capacity of bidders.
- ❖ Cleaners must be always in uniform with the company name clearly visible.
- ❖ Cleaning equipment and material shall be on site at least a day before commencement of the contract.
- ❖ Cleaners shall be always in uniform
- ❖ Cleaners shall be dedicated to the cleaning and washing of dishes i.e. Plates, cups, saucers, water jugs (refill), glasses, spoons etc in all offices and boardrooms including making tea/ coffee when requested.

Washroom and cleaning services for a period of 24 months at Wilton Mkwayi Building in Head Office



- ❖ Working hours are from 07h00am to 15h00pm – Monday to Friday, excluding Public Holidays and weekends.
- ❖ Locality refers to Buffalo City residential area.
- ❖ At least Minimum hourly rates per hour issued by Department of Labour must be applied.
- ❖ Service provider must have at least a minimum of three (three) years' experience in the cleaning service. (Proof of contactable references to be supplied)
- ❖ Prices must be firm for the duration of the contract (include salary adjustments, material, equipment, and all taxes applicable).
- ❖ Cleaners must be paid timeously
- ❖ The total bid price will be fixed for the duration of the contract.

8. Specific tasks and general duties in the cleaning areas: -

8.1	DUSTING Unless otherwise stated, the under-mentioned should be dusted every day with a soft cloth or a duster, which is recommended specifically for this purpose, and should be cleaned daily: a) Contents of each room b) All surfaces and partitions c) All artwork and frames
	d) Wooden panels and partitions Stock items in storerooms should be dusted on request, or at least once a month.
8.2	BLINDS a) Dust blinds – weekly. b) Clean blinds – monthly
8.3	DOORS a) Remove all dirty spots on wooden doors – weekly. b) Polish doorknobs with an approved metal polish where applicable – weekly. c) Wash all glass doors (inside and outside) with a degreasing agent and equipment that will not scratch the surface, as required – weekly or on request

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8.4	FURNITURE a) Polish wooden furniture everywhere with an approved polish. Such polish should not be greasy and should not come off on anything it comes into contact with after it has been polished – weekly. b) Do not polish any laminated furniture. c) Remove all dirty spots from glass tops, desks and other furniture such as, bookcases, empty shelves in a proper way – daily d) Damp-Wash those parts of furniture covered in leather or imitation leather – daily. e) Treat upholstered or leather covered parts of furniture with an approved agent – monthly. f) Vacuum those parts of furniture covered with fabric – weekly. g) Wipe telephones with a damp cloth using a suitable diluted disinfectant – daily.
8.5	INSIDE WALLS Remove all spots such as fingerprints on walls, paintwork, and electric switches – daily.
8.6	FLOORS a) Clean all floors in order to maintain a high level of cleanliness – daily. b) Should entry to offices or high traffic make it difficult to treat floors, it should be done before office hours. c) Wash floors with an appropriate disinfectant – daily d) Polishing, with an approved non-slip polish, should be done after the floor has been wiped with a damp mop. e) Vacuum all carpets - weekly f) Thorough vacuuming as follows: High Traffic like passages – daily Offices and Conference Facilities – daily

Washroom and cleaning services for a period of 24 months at Wilton Mkwayi Building in Head Office



8.7	OUTDOORS CONCRETE SURFACES AND PAVING (<i>marble, ceramics, terrace, tiles tec,</i>) a) Balconies, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed – daily. b) Pick up all rubbish on paving – daily. c) Sweep paving with a hard broom – daily. d) Walkways should be washed and scrubbed with soap and water - weekly
8.8	RUBBISH REMOVAL a) Empty all waste bins in office, kitchen, bathrooms and general areas – daily(twice a day in the morning and afternoon). b) All rubbish bins should be washed with an approved disinfectant. c) Sufficient rubbish bags need to be provided daily to outline the bins in the kitchens, bathrooms or where necessary. d) All rubbish bags will be removed from the containers with the rubbish intact and the containers will be outlined with new bags daily. e) The contents of waste bins and other office rubbish should be removed neatly in bags and deposited to the collecting points of rubbish bins provided for this purpose f) Rubbish bags may not be dragged across floors or carpet tiles as the bags may be damaged.
8.9	KITCHENS a) Kitchen floors to be washed - daily b) Counters tops to be washed - daily c) Cupboards to be cleaned and washed inside weekly to avoid infestation

Washroom and cleaning services for a period of 24 months at Wilton Mkwayi Building in Head Office



8.10	RESTROOMS/TOILETS a) floors to be washed - daily b) Counters tops to be washed - daily c) Toilet Pans, Covers, Urinals, Basins, Towel Rails and Taps are to be cleaned with approved disinfectant – twice a day d) All mirrors should be cleaned and polished – daily e) Replacement of Sanitary wipes in stalls - daily
8.11	WINDOWS Windows must be washed inside once a month and when necessary.
8.12	DISINFECTING OF OFFICES: The successful bidder is expected to arrange with the Employer for the disinfecting of offices every Friday, or each last day of the week in case of short weeks due to Public Holidays etc.

9. MANDATORY REQUIREMENTS: -

- ❖ Signed and completed SBD Forms
- ❖ Proof of registration on Central Supplier Database
- ❖ Letter of Good standing (COIDA)
- ❖ Valid certificate of compliance and/or letter of good standing with UIF

10. EVALUATION CRITERIA – FUNCTIONALITY:

ITEM	CRITERIA	WEIGHT	VALUE	SCORE
------	----------	--------	-------	-------

Washroom and cleaning services for a period of 24 months at Wilton Mkwayi Building in Head Office



1	Previous experience in providing cleaning services (list of references) 1 to 3 projects contactable references (10 points) 3 to 7 projects contactable references (15 points) 8 projects and above (20 points)	20		
2	LOCALITY Resident in the Buffalo City Municipality (Proof i.e water statement, lease agreement, Local Municipality resident letter) (20 points) Not in the Buffalo City Municipality (no points= 0)	20		
3	Financial capacity CA = Current Assets CL = Current Liabilities Current ratio = $CA \div CL$	Signed Financial Statements 21/22 financial year >2 >1 less than 2 1	20 10 5	
		>1	0	
	TOTAL	60		

Washroom and cleaning services for a period of 24 months at Wilton Mkwayi Building in Head Office



A bidder must score 45 points out of 60 points on functionality in order to be evaluated at the next stage.

NB: Bidders are required to, together with their bids submit original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims.

POINTS FOR BBEE STATUS

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	16
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

The 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act and its regulations shall be used for this contract. Eighty points will be allocated **for price**, and 20 points for attainment BEE status.

NB: A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 20 points for B-BBEE.

The bidders must provide the under listed services and attach prices.

Washroom and cleaning services for a period of 24 months at Wilton Mkwayi Building in Head Office



SERVICE	QUANTITY	FREQUENCY OF SERVICE
Sanitary units	33	Weekly
Quality Fragrance units	30	Twice Monthly
Quality liquid Hand soap for MEC and HOD only	2	Once Monthly
Quality 2 Ply toilet rolls	104	Twice Daily
Quality 2 Ply toilet rolls for MEC and HOD only.	2	Twice Daily
Quality hand soap in soap dispensers	27	Daily
Valet Car Service	30	Twice Annually
Paper towels	7	Twice Monthly
Sanitary wipes	59	Daily

11. Washroom and car service breakdown in quantities and frequency

Washroom and cleaning services for a period of 24 months at Wilton Mkwayi Building in Head Office



12. PRICING SCHEDULE:

DESCRIPTION	QUANTITY	PRICE/DAY (Rate x hours x Quantity)	YEAR 1	YEAR 2
Supervisor Wage • UIF 1% • Provident fund 5.25% • COIDA 1.6% Skills development levy 1%	1			
Cleaners Wage • UIF 1% • Provident fund 5.25% • COIDA 1.6% Skills development levy 1%	29			
Cleaning material and equipment	N/a	N/a		
Uniforms and PPE	30			
Profit	N/a	N/a		
VAT at 15% (registered vat vendors only)				
TOTAL				
GRAND TOTAL (Year 1+ Year 2)				

12. SIGNING OFF OF THE TERMS OF REFERENCE:

Washroom and cleaning services for a period of 24 months at Wilton Mkwazi Building in Head Office



12. SIGNING OFF OF THE TERMS OF REFERENCE:

Complied By	Recommended By:	Endorsed By:	Supported By:	Approved By:
Mr A. Bomsenl	Mr L. Zibonda	Mrs A. Peard	Mr. NT Adonis	Ms S Mpofu
Project Leader	Chairperson: Specification Committee.	Senior Manager: SCM	CFO: Chairperson of the Bid Adjudication Committee	Head of Department
Signature: 	Signature: 	Signature: 	Signature: 	Signature: 
Date: 21/07/2022	Date: 21/07/2022	Date: 26/7/22	Date: 27 July 2022	Date: 27/07/2022

Washroom and cleaning services for a period of 24 months at Wilton Mkwayi Building in Head Office

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON				CONTACT PERSON	
TELEPHONE NUMBER				TELEPHONE NUMBER	
FACSIMILE NUMBER				FACSIMILE NUMBER	
E-MAIL ADDRESS				E-MAIL ADDRESS	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ 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.					

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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 BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

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

80/20 or 90/10

Where

Page 2 of 5

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
 ii) The name of the sub-contractor.....
 iii) The B-BBEE status level of the sub-contractor.....
 iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐
Black people with disabilities	☐	☐
Black people living in rural or underdeveloped areas or townships	☐	☐
Cooperative owned by black people	☐	☐

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 **DECLARATION**

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

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

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

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

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

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

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

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

Bid Forms and related documentation

Schedule A Government Procurement General Conditions of Contract

Annexure A

NOTES

The purpose of this document is to:

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

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

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

SCMU14-22/23-0002: Appointment of the reputable service provider to render office cleaning and washroom services for a period of 24 months at Wilton Mkwayi Building Complex in King Williams Town.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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13. Incidental services
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15. Warranty
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17. Prices
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19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
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SCMU14-22/23-0002: Appointment of the reputable service provider to render office cleaning and washroom services for a period of 24 months at Wilton Mkwai Building Complex in King Williams Town.

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not

SCMU14-22/23-0002: Appointment of the reputable service provider to render office cleaning and washroom services for a period of 24 months at Wilton Mkwayi Building Complex in King Williams Town.

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.

SCMU14-22/23-0002: Appointment of the reputable service provider to render office cleaning and washroom services for a period of 24 months at Wilton Mkwayi Building Complex in King Williams Town.

-
- 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 Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of Contract documents and information; inspection.** 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the

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7. Performance**Security award,**

- purchaser.
- 7.1 Within thirty (30) days of receipt of the notification of contract 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.

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- 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:

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- (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 and

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claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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

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

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

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the Suppliers 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

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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.

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