



Province of the  
**EASTERN CAPE**  
SOCIAL DEVELOPMENT

**Bid Number: RFQ 24/25 - BCM – 0010(i)**

**REQUEST FOR QUOTATIONS FOR APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING SERVICES AT JOHN X MERRIMAN CHILD AND YOUTH CARE CENTRE FOR A PERIOD OF SIX (06) MONTHS.**

**BIDDER:**

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**CSD NUMBER:**

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**CLOSING DATE: 06 SEPTEMBER 2024**

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**CLOSING TIME: 11:00 AM**

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**ENQUIRIES:**

SCM – BUFFALO CITY METRO OFFICE  
2<sup>ND</sup> FLOOR, IDEALS HOME BUILDING, OXFORD STREET, EAST LONDON

**Contact Persons**

(For specification related enquiries)

Mr T. Ntuli / Ms Mtebele

Tel: 066 300 2199/066 300 2231

(For completion of bid document)

Mr S. Mlumbi

Tel: 072 983 7443

**Fraud, Complaints & Tender Abuse Hotline**

**0800 701 701 (toll free number)**

1 of 46

## **PART 1**

**STANDARD BIDDING FORMS, GENERAL CONDITIONS OF  
CONTRACT, CONDITIONS OF CONTRACT OTHER RELATED  
MATTERS**

2 of 46

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT</b>			
<b>BID NUMBER:</b>	<b>RFQ 24/25 - BCM - 0010(i)</b>	<b>CLOSING DATE:</b>	<b>06 SEPTEMBER 2024</b>
<b>CLOSING TIME:</b>	<b>11H00</b>		
<b>DESCRIPTION</b>	<b>REQUEST FOR QUOTATIONS FOR APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING SERVICES AT JOHN X MERRIMAN CHILD AND YOUTH CARE CENTRE FOR A PERIOD OF SIX (06) MONTHS.</b>		
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
<b>170 IDEAL HOMES BUILDING, OXFORD STREET</b>			
<b>EAST LONDON, 5200</b>			
<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			
	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>			

3 of 46

## **PART B**

### **TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3. BIDDERS, IF NOT REGISTERED, MUST PRIOR TO AWARD REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

4 of 46

## RFQ INVITATION

### REQUEST FOR QUOTATIONS FOR APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING SERVICES AT JOHN X MERRIMAN CHILD AND YOUTH CARE CENTRE FOR A PERIOD OF SIX (06) MONTHS.

Tender documents will be available as from 09H00 on 30<sup>TH</sup> August 2024 from the offices of the Department of Social Development located in the below office at no cost. Documents can also be downloaded from the departmental website [www.ecdsd.gov.za](http://www.ecdsd.gov.za).

District Office/Metro	Address	Enquiries
BUFFALO CITY METRO	IDEALS HOME BUILDING, 170 OXFROD STREET EAST LONDON 5200	Mr S. Mlumbi, 072 983 7443 Email <a href="mailto:siboniso.mlumbi@ecdsd.gov.za">siboniso.mlumbi@ecdsd.gov.za</a> Ms F Mtebele, 066 300 2231 Email <a href="mailto:feziwe.mtebele@ecdsd.gov.za">feziwe.mtebele@ecdsd.gov.za</a>

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing date, must be deposited in the bid box located in the addresses above not later than **11H00 on 06 September 2024**.

#### A. BID EVALUATION

This bid will be evaluated in two (2) phases as stipulated in the bid document

#### PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE APPLIED AS FOLLOWS:

Maximum points on price	-	<b>80 points</b>
Maximum points for Specific Goals	-	<b>20 points</b>
Maximum points	-	<b>100 points</b>

#### B. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications and other bid conditions and rules are detailed in the bid document.

The bid will be valid for a period of **90** days after the closing date.

#### C. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked **RFQ 24/24- BCM – 0010(i): REQUEST FOR QUOTATIONS FOR APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING SERVICES AT JOHN X MERRIMAN CHILD AND YOUTH CARE CENTRE FOR A PERIOD OF SIX (06) MONTHS.**

ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO THE CONTACTS AS PER THE TABLE ABOVE

5 of 46

## **GENERAL CONDITIONS OF BID**

### **1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any supplier who has submitted a tender in response to this invitation to bid.

The word "Department" in these conditions shall mean the EASTERN CAPE DEPARTMENT OF SOCIAL DEVELOPMENT

### **3. CONTRACT TO BE BINDING**

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

### **4. GENERAL BID RULES**

- i) The bid document shall be completed and signed
- ii) The Department of Social Development Supply Chain Management Policy will apply.
- iii) The Department of Social Development does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- iv) Bids which are late, incomplete, unsigned will not be accepted
- v) Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.
- vi) The bid may be awarded to a single or multiple service provider/s.
- vii) Penalty clauses will apply as per the Service Level Agreement and general conditions of the contract. Service providers may also be blacklisted if sub-standard performance is experienced in which the service provider may be barred from doing business with Government for a period not exceeding 10 (ten) years.

### **6. INSURANCE CLAIMS, ETC.**

- 6.1. The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.
- 6.2. The service provider shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.
- 6.3. It is required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to The Department for scrutiny.
- 6.4. Failure to do so within 21 (twenty-one) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

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

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

### **8. PENALTY PROVISION**

#### **8.1** Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or

[d] Fail or refuse to sign the agreement or provide any surety if required to do so; Then, the Department may hold the bidder responsible for and is obligated to pay to the Department:

[a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.

[b] The difference between the original accepted Bid price (inclusive of escalation) and:

[i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or

[ii] A new Bid price (inclusive of escalation).

**9. VALUE ADDED TAX**

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

**10. PRICE ESCALATION**

No price escalation will be considered.

**11. AUTHORITY TO SIGN BID DOCUMENTS**

11.1. In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

11.2. In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.

11.3. In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

**12. DURATION OF THE CONTRACT**

12.1. The contract period shall be six (06) months.

**13 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER/S**

13.1 The Bid will be awarded to the bidder who scores the highest points, calculated based on the total price offered. However, the final terms of this bid may be subjected to negotiation with the identified preferred bidder, should a need arise

13.2 The Department may furthermore, from the recommended bidder negotiate for the variation of scope should it be necessary,

**13. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT**

The paragraph dealing with Spare parts (paragraph 14 ) is hereby withdrawn.

7 of 46

**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

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

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

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

1.7 A tendered must submit, together with its tender, a copy of CIPC Registration document. In the case of sole propriety, copy of the applicable legal registration documentation must be submitted.

8 of 46



- 1.8 The annexure detailing names of all directors and the percentage share in the enterprise must be completed and submitted together with this claim form.

## 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) “**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:

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

Where

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

9 of 46

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Percentage owned
Gender (Women Ownership)	6		
No Franchise	2		
Disability	3		
Locality (Buffalo City Metro)	6		
Youth	3		
<b>Total</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:

10 of 46

- 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.

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

**ANNEXURE TO DSD 80/20 SBD 6.1 FORM**

List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in Table 1.

	Name	Date/Position occupied in Enterprise	ID Number	Date that South African Citizenship was obtained	* HDI Status			% of business / enterprise owned
					No franchise prior to elections	Women	Disabled	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

\*Indicate YES or NO

12 of 46

## 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

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**

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

13 of 46

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 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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 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

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....
DATE:.....	

16 of 46



**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as ..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	<u>BRAND</u>	DELIVERY PERIOD	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

17 of 46

**DETAILS OF TENDERERS NEAREST OFFICE**

1. Physical address of tenderer:


2 Telephone/No of nearest office: \_\_\_\_\_

3 Time period for which such office has been used by tenderer: \_\_\_\_\_

.....  
**SIGNATURE OF (ON BEHALF OF) TENDERER**

.....  
**NAME IN CAPITALS**

In the presence of:

1. ....

2. ....

18 of 46

## **GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CLAUSES**

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

19 of 46

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.

- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means 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 provider covered under the contract.
- 1.25 **"Written"** or **"in writing"** means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

## **4. Standards**

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

21 of 46

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

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or

contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

23 of 46

## **12. Transportation**

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

## **13. Incidental services**

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

## **14. Spare parts**

14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
  - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.



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

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

**16. Payment**

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

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

**18. Increase/decrease of quantities**

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

**19. Contract amendments**

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

**20. Assignment**

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

**21. Subcontracts**

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

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

22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As

soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

### **23. Penalties**

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

### **24. Termination For Default**

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the provider fails to perform any other obligation(s) under the contract; or
  - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

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

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

deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

**26. Force Majeure**

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**27. Termination For Insolvency**

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

**28. Settlement Of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

**29. Limitation Of Liability**

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

27 of 46

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

**30. Governing Language**

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

**31. Applicable Law**

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

**32. Notices**

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

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

**33. TAXES AND DUTIES**

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

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

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

**34. Transfer Of Contracts**

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

**35. Amendment of Contracts**

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

28 of 46

**RESOLUTION FOR SIGNATORY**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No. \_\_\_\_\_ and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

29 of 46

**IMPORTANT NOTICE: RESOLUTION TO SIGN**

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

**DECLARATION**

I, THE UNDERSIGNED NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS ABOVE IS CORRECT.

I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

30 of 46

## **PART 2**

**APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING SERVICES AT  
JOHN X MERRIMAN CHILD AND YOUTH CARE CENTRE,  
EASTERN CAPE DEPARTMENT OF SOCIAL DEVELOPMENT  
FOR A PERIOD OF SIX (06) MONTHS.**

31 of 46

## 1. BACKGROUND

- 1.1. The Department of Social Development wishes to appoint a Service Provider to render cleaning and garden services at John X Merriman Child and Youth Care Centre for a period of six (06) months. The cleaning and garden services must be in terms of section 8 (1) of the Occupational Health and Safety Act & Regulations, 85 of 1993 which states that "every employer shall provide and maintain as far as possible as is reasonable, practicable, a working environment that is safe and without risk to the health of its employees". Further compliance with the National Environmental Management: Waste Act, 59 of 2008 Chapter 4, Part 2 Section 16 (1), general duty in respect of waste management, and Part 5, Section 21, general requirements for storage of waste, must be adhered to.
- 1.2. It is essential that, the Department contracts cleaning and garden services from experienced prospective bidders that have capacity and ability to provide a high-quality service.

The emphasis is therefore to procure service provider with cleaners that have no less than three (03) months cleaning experience within an office environment.

## 2. SCOPE OF WORK:

2.1 The successful bidder must render cleaning and garden services for the whole office site by providing staff, cleaning equipment, cleaning material, garden equipment, protective clothing and cleaning of government vehicles. Expected deliverables and outputs are indicated in Annexure A.

2.2 The Site consists of:

- 2.2.1 Common areas which include offices, passages, boardrooms, kitchenette, garden, adjacent pavements, parking areas and garages.
- 2.2.2 Designated areas as contained in the table below:

**(Please verify the square meters and complete the Pricing Schedule as per attached Annexure B)**

Area/Service Office	Number of Staff and others	Square Meters	Gardening Services	Toilets		Kitchen
				Males	Females	
John X Merriman Child and Youth Centre	92	2571 m <sup>2</sup>	Applicable	8	8	4

### 2.3 Refuse Removal

The successful service provider will be responsible for the removal of refuse including contents of refuse bins and wastepaper baskets and its disposal thereof on daily basis.

### 2.4 Equipment, materials and consumables

All necessary equipment and materials **(Including Toilet Paper)** for the successful execution of the above cleaning to be provided for by the supplier, which will include inter alia:

- Vacuum cleaners
- Polishers
- Brooms
- Mops
- Buckets
- Dishcloths, swabs

32 of 46



- All necessary chemicals and cleaning detergents (e.g. Dishwashing liquid, Floor polish, Furniture polish, Handy Andy, Domestos, Deo blocks for toilet, etc.)
- All disinfection chemicals to sanitize all offices and common areas (door handles, desks and kitchen areas)
- Necessary sign boards e.g. floor wet and or slippery etc.

**NB:** All equipment is to be kept in a fully functional and safe condition at all times and to comply with all applicable regulations.

**2.5 Supply and Delivery of Toilet Papers**

- 2ply toilet paper SABS approved
- 4 toilet rolls per official per month

**2.6 Installation and Maintenance**

- Automated air fresheners for all toilets
- Hand soap dispensers and hand soaps for all toilets
- Paper towel dispensers and paper towel rolls for all toilets
- Sanitary bins/SHE bins in all Female toilets

**2.7 Uniform Clothing**

The service provider shall at all times ensure that all cleaning staff is neatly clothed in uniforms (with the name of the company printed thereon) with necessary personal protective equipment which shall include but not limited to headgear, gloves and masks.

**2.8 Cleaning Staff**

The Department does not have permanently appointed cleaning personnel, the Service Provider must provide cleaning personnel. Please note that salaries of the employees must be equal to or in excess of the determinations on Minimum Wage issued annually by the Department of Labour.

**2.9 Removal of Medical Waste**

5l Tamper Proof (Base&Lid)	50L Box Set 36x36x45cm (50l/50m bag & cable tie)	To be done twice during the execution of a contract.
3	6	

**3. CONTRACT PERIOD**

The contract period will be for six (06) months. A Service Level Agreement will be signed between the successful Service Provider and the Department. The commencement date will be mutually agreed upon with the successful Service Provider.

**4. PRICING**

- Bidders must submit quotations which include all the costs for the completion of the service by fully completing and signing the attached pricing schedule.
- Prices must be inclusive of VAT. If not confirmed, the Department will assume that the price quoted is inclusive of VAT. The Department does not pay VAT to service providers that are not registered with SARS as VAT vendors. It is compulsory for bidders with taxable suppliers exceeding R1,000,000.00 (excluding VAT) in a 12month period to register for VAT.

## **5. PAYMENT**

- 5.1 The successful bidder will bill the Department monthly after services have been rendered.
- 5.2 The Department pays within thirty (30) days after submission of an invoice, it is therefore essential for the bidder to have enough funds for payment of salaries of the employees. Please note that salaries of employees must be equal to or in excess of the determinations on Minimum wage issued annually by the Department of Labour.
- 5.3 The successful bidder will be paid within 30 days of submission of a comprehensive original invoice as per the Public Finance Management Act 1999.
- 5.4 The monthly invoice must indicate the month and year of the service and must also include the following:
- Bank details of the company;
  - Vat number (If applicable);
  - Invoice number;
  - Order number;
  - Invoice date;
  - Description of the service (Same as order description);
  - Invoice must be stamped or signed.
- 5.5 Attached to the monthly invoice must be that month's cleaning and gardening site report signed by the Centre/Office Manager and copy of the payroll for the same month as the invoice, confirming that the bidder's employees have been paid. Failure to submit these two documents with the invoice will result in the non-payment of the invoice for that month.
- 5.6 The monthly invoice is to be submitted by the 7th of each month to the District Office for processing of the monthly invoice.

## **6. PENALTIES**

- 6.1 The Department shall without prejudice to any of its rights be entitled to impose penalties on the service provider in the following circumstances:
- Any non-performance or under-performance; Five (5) percent of the monthly invoice will be deducted for every item that constitutes non-compliance as contained in this specification document including annexure A. This will be restricted up to a maximum of 20% of a monthly invoice where the items are more than one (1).
  - A pro rata amount of the price per cleaner per month where a cleaner was not on duty for a day or more.

## **7. MONITORING AND EVALUATION**

- 7.1 The performance of the successful will be monitored daily by the end user.
- 7.2 Evaluation of functions performed will be conducted through the assessment of the monthly report.
- 7.3 Penalties will be implemented for detected non-performance or under-performance as per clause 6.

## **8. COMPULSORY BRIEFING SESSION**

There will be no compulsory briefing session.

## **9. COMPULSORY SITE VISIT**

- All Service Providers must visit the sites and verify the size of offices to be cleaned before submitting the quotation and quote accordingly.

34 of 46

- A site inspection certificate is attached to the specification as **Annexure D** and must be completed and stamped by the Head of the Institution/office and signed after being administered.
- Site Visits **WILL NOT** be permitted on the day of closure of the RFQ.

## 10. SPECIAL CONDITIONS

10.1 Products and industrial equipment supplied and utilized must be SABS-approved.

10.2 Toilet paper must be 2ply and SABS approved.

10.3 The successful bidder must be registered in the Central Supplier Database (CSD). If not registered, suppliers must ensure that they are registered before submission of this bid. Supplier registration may be performed on the National Treasury website [www.treasury.gov.za](http://www.treasury.gov.za). The Department will not award a contract to a bidder that is not registered on the CSD.

10.4 Fully completed and signed bid documents including all annexures (B, C, D & E).

10.5 The Department reserves the right not to appoint a service provider with two or more similar contracts running concurrently within the Department.

10.7 The successful bidder must submit:

- A letter of Good Standing from the Department of Labour to confirm that the bidder is registered for the Workmen's Compensation within fourteen (14) days of acceptance of this bid or Courtesy letter from Department of Labour confirming that the Bidder has applied for registration within fourteen (14) days of acceptance of this bid.
- A letter of good standing from Department of Labour to confirm that the bidder is paying the Unemployment Insurance Fund within fourteen (14) days of acceptance of this bid or Courtesy letter from Department of Labour confirming that the Bidder has applied for registration within fourteen (14) days of acceptance of this bid.

10.8 Acceptance of this bid is subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the bid is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require.

10.9 That procurement of all protective clothing and gear for the cleaners is to be procured from suppliers within the Eastern Cape. Provincial Treasury (PT) and Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) will maintain and provide a list of locally manufactured goods/ commodities. The bidder will be expected to provide proof as and when required by the Department. Failure to adhere, will lead to the review and termination of the contract.

10.10 That 50% of the cleaners must be sourced within the ward where the office is situated.

35 of 46

## 11. CONSORTIUM / 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 must comply with the following requirements: -

- 11.1.1 Copy of agreement signed by all the members must be submitted. One of the members must 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. The lead member must 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;
- 11.1.2 Bidders must submit copies of the Central Supplier Database (CSD) registration report for all parties



**ACTING DISTRICT DIRECTOR: MRS. N.V SITHOLE**  
**BUFFALO CITY METRO**

29 AUGUST 2024  
**DATE**

36 of 46

## 12. EVALUATION CRITERIA

The bid will be evaluated in two stages:

- Pre-evaluation criteria,
- Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), as indicated below:

### 12.1 Pre-evaluation criteria

- Copy of signed agreement in the case of Joint Venture / Consortium in accordance with conditions stipulated in Part 2 Paragraph 11.1.1
- Quotation is only valid when signed by the service provider or with a company stamp signed by a director or person with authority.
- Salaries of the employees must be equal to or in excess of the determinations on Minimum Wage issued annually by the Department of Labour
- No correction fluid of any kind MUST be used ON PRICE. In cases where corrections are necessary; these can be made by drawing a line across the incorrect statement, writing in the correct details above the same and subsequently endorsing the entry with the bidder's signature.
- Fully completed and signed SBD 4
- Fully completed and signed (Annexure B, C & D).
- Proof of experience in the cleaning services field in an office environment with a minimum of three (03) months (copy of signed award letter/ copy of signed contract **AND** accompanying letter from the company / department indicating that cleaning services were satisfactory rendered).

**NB: Failure to fully comply with the pre-qualification criteria to the satisfaction of the department will lead to the automatic disqualification of the bid. In loco inspection may be conducted on short listed Service Providers**

### 12.2 Evaluation as per PPPFA

*Bid proposals will be evaluated in accordance with the 80/20-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000). Bids will be evaluated on price and specific goals. Bidders who do not claim specific goals will not qualify for preference points.*

#### **Matrix for evaluation**

NO.	CRITERIA	POINTS
1.	Price	80
2	Specific Goals	20
2	SPECIFIC GOALS	NUMBER OF POINTS
3	Gender	6
4	No Franchise	2
5	Disability	3
6	Locality (Buffalo City Metro)	6
7	Youth	3
	<b>Total Points for Price &amp; Specific goals</b>	<b>100</b>

- In order to obtain preference points for specific goals, bidders must complete SBD 6.1.
- Locality will be confirmed as follows:
  - a) *The preferred address on CSD is the only address to be considered provided the address was updated on CSD on date prior to the invitation to bid was published.*
  - b) *If the preferred address on CSD was updated on a date after publication of the invitation to bid, then the address registered on CIPC will used as the only address to consider for awarding of locality points. Or*
  - c) *A lease agreement where offices are lease together with evidence (Bank statement) that rental has been paid for at least 3 months prior to the incitation to bid was published. Or*

37 of 46

d) *Copy of water and lights account from the municipality (Municipal Account, **NOT** a councilor's letter) or Eskom statement. The proof of address must be in the name of the company.*

- *In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more than 30% interests in the JV*
- *In order to be awarded points for disability, a medical report confirming permanent disability must be submitted together with this bid.*

### **13. Bid Policies, procedures, Terms and Conditions-**

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

- 13.1 Quotations are valid for 90 days
- 13.2 The Department 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 or to call for any additional documents or to make presentation to it.
- 13.3 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- 13.4 Bids submitted through facsimile, telegrams or e-mails will not be accepted.
- 13.5 No bids will be considered if submitted after closing time.
- 13.6 The Department reserves the right to award the bid to more than one bidder, or not to award it at all.
- 13.7 The Department reserves the right not to appoint a Service Provider with one or more similar contracts running concurrently within the Department.
- 13.8 The Department may, if necessary, negotiate a market-related price in line with the Preferential Procurement Regulations 2022.
- 13.9 The Department will not award a contract to a bidder whose tax affairs are not in order.
- 13.10 This RFQ is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other legislation or special conditions of contract.

### **14. DISCLAIMER**

- 14.1 Whilst all due care has been taken in connection with the preparation of this Bid, the Department makes no representations or warranties that the content in this Bid or any information communicated to or provided to bidders during the Bidding process is, or will be, accurate, current or complete. The Department, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 14.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the Bid or any other information provided by the Department (other than minor clerical matters), the bidder must promptly notify Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).



DIRECTOR: SCM

30/08/24

DATE

38 of 46

## ANNEXURE A

### 1. EXPECTED DELIVERABLES AND OUTPUTS

#### 1.1. CLEANING OF BUILDINGS GENERALLY

##### 1.1.1 Spring Cleaning

Within the first week of the contract, a once off major clean-up of the site is expected and thereafter as stipulated below. The key focus areas for the once off clean-up will be on:

- i) Spring cleaning of offices, guardhouse.
- ii) Stripping of all old polish from floors not covered with carpets and re-applications of non-slip polish and rubbed up to a high gloss.
- iii) Steam cleaning of carpets, rugs including door mats.
- iv) Toilet areas.
- v) Curtains, pelmets and blinds.
- vi) Washing of interior walls.
- vii) High pressure cleaning of exterior walls, gutters and down pipes.
- viii) Pruning of trees, shrubs and cutting of grass.
- ix) Planting and maintaining of snake repellent plants around the perimeter fencing.
- x) Removal of weeds on paved areas and spraying of weed killer on all paved areas.
- xi) Cleaning of windows.
- xii) All partitions, dividing walls, plastered and painted walls and walls coated with a resin-bonded finish e.g. "Spectrum", shall be washed.
- xiii) All upholstery blinds and curtains must be washed at the start of the contract and half yearly thereafter depending on the environment which could require every three months.
- xiv) Supply she bins and consumables related thereto in all female toilets.
- xv) Provide, install and maintain the following dispensers:
  - Air freshener (Automated)
  - Paper towel
  - Toilet paper
  - Liquid hand soap
  - Seat disinfecting wipes
  - She Bins
- xvi) All the dispensers will remain the property of the department at the end of the contract.

##### 1.1.2 Daily tasks include:

- i) Vacuum all rooms with carpets, rugs including door mats.
- ii) Sweeping of all floors, steps, passages and stairs, ducts and porches and dusting-off and wiping over with a damp cloth of all furniture, handrails and windowsills so that the premises may be maintained throughout.
- iii) Dusting and polishing of all furniture.
- iv) Refuse including the contents of refuse-bins and waste-paper baskets shall be removed daily and disposed of, refuse-bins and waste-paper baskets shall be washed.
- v) Dusting and wiping with a damp cloth balustrade.

39 of 46

- vi) Toilets, sinks, showers must be free of residues, properly cleaned with anti-bacterial soaps/detergents daily. Clean all spots on the walls in the ablutions. Toilet pans and urinals shall be washed and disinfected daily.
- vii) Tiles and ceiling soffits must be free of stains.
- viii) All dirty crockery to be collected from offices and washed twice a day (In the morning and afternoon) and neatly stacked to a relevant area. (Bidder will supply the cleaning material).
- ix) Report all plumbing problems and other defects in the building to Area / Service Office Manager. These must also be recorded in the monthly site report.
- x) Telephones shall be wiped clean with a cloth dampened with disinfectant.
- xi) Cigarette-ends (it is envisaged to be a smoke-free environment) and other refuse shall be removed daily from sandboxes and pot plants containers.
- xii) Water containers are to be emptied and filled daily with clean water. Tumblers shall be washed daily.
- xiii) All mirrors, glass partitions, handrails, push-and-kick-plates, handles, switches and control panels shall be wiped clean daily with a cloth dampened with an approved disinfectant.
- xiv) All microwaves, fridges and other kitchen electrical appliances must be cleaned in the offices.
- xv) All upholstery blinds and curtains will be kept in a clean condition at all times.
- xvi) Spots, marks and stains shall be removed daily. This requirement is applicable to offices, passages, entrance halls, waiting rooms and other rooms frequented by staff or public.
- xvii) Remove, Disinfect and replenish the bins.

#### 1.1.3 Weekly tasks

- i) Grass cutting in summer.
- ii) Removal of weeds, on paved areas and in flower beds, and spraying of weed killer on all paved areas in summer.
- iii) Maintaining of snake repellent plants surrounding the perimeter fence.
- (ii) Cleaning of all windows and glass doors in the buildings and main entrance (where applicable).
- (iii) The schedule of cleaning must be agreed with the transport officer. Polish dashboard and tyres with SABS approved polish suitable for vehicles.
- (iv) All wooden furniture shall be polished with an approved wax furniture polish.
- (v) Internal and external fire escape stairs shall be swept and dusted. If required for a neat appearance it shall be wiped with a damp cloth.
- vii) Refuse-bins and waste-paper baskets shall be washed and disinfected.
- viii) Water-filters shall be washed out thoroughly with water and with an acceptable cleansing agent and well rinsed **twice a week**.
- ix) Installation and Supply of disinfectant seat wipes by the bidder each cubicle.
- x) Refilling of air freshener dispenser.

#### 1.1.4 Twice a month

- i) All brass on doors and window frames shall be polished with an approved polish twice a month.
- ii) Deep cleaning of all ablutions including floors and walls.
- iii) Supply and periodically service of She` Bins (Fortnightly) throughout the contract period by the bidder (each cubicles of female toilet).
- iv) Storerooms shall be cleaned fortnightly, all empty containers and rubbish removed under the supervision of an official of the Department. The successful bidder shall make the necessary arrangements for obtaining the keys to these rooms.
- v) Grass cutting in winter.

40 of 46



- vi) Removal of weeds, on paved areas and in flower beds, and spraying of weed killer on all paved areas in winter.
- vii) Maintaining of snake repellent plants surrounding the perimeter fence in winter.

#### 1.1.5 Monthly tasks

- i) The inside and outside of all windowpanes and sills shall be washed monthly.
- ii) The bidder will supply his own ladders and scaffolding. All work should be carried out in compliance with The Occupational Health and Safety Act. (OHSA 85 of 1993).
- iii) The dusting-off of surfaces higher than 2 metres off the floor shall be carried out once a month which shall include light fittings, Venetian blinds, high windowsills, on top of cupboards, shelves, etc., and where applicable on top of beams.
- iv) Un-plastered or rough textured walls that are inclined to collect dust shall be dusted at least once a month, or if required more often to maintain a high degree of neatness. This requirement is only applicable to offices, passages, entrance halls, ablutions, waiting rooms and other rooms frequented by staff or the public.
- v) Ceilings shall be dusted and cleaned at least once a month or when need arises.
- vi) Supply of 2 ply toilet paper which is SABS approved throughout the contract period, 4 per official per month.
- vii) Maintenance of air towels/blowers by the bidders in each block of ablutions. Supply 1 pack of paper towel per official per month.
- viii) The bidder must provide hand liquid soap and hand cream in each block of ablutions.
  - ix) All shelves on which files are kept, and on top of shelves, shall be thoroughly dusted once a month.

**ANNEXURE B – PRICING SCHEDULE**

**1. CLEANING OF OFFICES**

AREA / SERVICE OFFICES	NUMBER OF STAFF AND OTHERS	SQUARE METERS TO BE CLEANED DAILY	PRICE PER DAY PER M <sup>2</sup> (Excl. VAT)	TOTAL PRICE PER MONTH (Excl. VAT)	TOTAL PRICE FOR 06 MONTHS (Excl. VAT)
John X Merriman	92	2571 m <sup>2</sup>			
<b>Total cost for cleaning services for 06 months (Exclusive of VAT)</b>					R

**2. LABOUR COSTS**

AREA/SERVICE OFFICES	NUMBER OF CLEANERS	COST PER CLEANER PER MONTH (Excl. VAT)	TOTAL PRICE PER MONTH (Excl. VAT)	TOTAL PRICE FOR 06 MONTHS (Excl. VAT)
John X Merriman	6			
<b>Total cost of Labour Costs</b>				R

**3. TOILET PAPER**

AREA / SERVICE OFFICES	NUMBER OF STAFF AND OTHERS	NO. OF TOILET ROLLS FOR 06 MONTHS	PRICE PER TOILET PAPER ROLL (Excl. VAT)	TOTAL PRICE FOR 06 MONTHS (Excl. VAT)
John X Merriman	92	2208		
<b>Total cost of toilet rolls for 6 months (Exclusive of VAT)</b>				R

**4. MEDICAL WASTE**

AREA / SERVICE OFFICES	UNIT	PRICE PER UNIT	PRICE PER MONTH	TOTAL PRICE FOR 06 MONTHS
5l Tamper Proof(Base&Lid)	3			
<b>BOX SETS</b>				
50L Box Set 36x36x45cm(50l/50m bag &cable tie)	6			
<b>SUNDRIES</b>				
Biohazard Tape 48mm x 50m	1			
<b>GRAND TOTAL</b>				R

**5. GARDENING SERVICES**

AREA / SERVICE OFFICES	PRICE PER MONTH (Excl VAT)	TOTAL PRICE OF GARDENING SERVICES FOR 06 MONTHS (Exclusive of VAT)
John X Merriman		
<b>Total cost for gardening services for 06 months (Exclusive of VAT)</b>		R

42 of 46

6. COST SUMMARY

ITEM	QUANTITY	TOTAL PRICE FOR 06 MONTHS (Excl. VAT)
CLEANING SERVICES	2571 m <sup>2</sup>	
LABOUR COSTS	6	
TOILET ROLLS	2208	
GARDENING SERVICES	<i>Size to be verified during compulsory site visit</i>	
MEDICAL WASTE	6	
SUBTOTAL		
VAT		
GRAND TOTAL		

Signature of Bidder: \_\_\_\_\_

43 of 46

**ANNEXURE C:**

**SALARY SCHEDULE**

Please write an hourly rate below (**Not** a monthly salary)

**1. SALARIES**

ITEM	RATE PER HOUR
Salary	

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

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

Designation: \_\_\_\_\_

44 of 46

**ANNEXURE D: SITE INSPECTION – JOHN X MERRIMAN CHILD AND YOUTH CARE CENTRE**

**RFQ NUMBER** : \_\_\_\_\_

**INSTITUTION VISITED** : \_\_\_\_\_

This is to certify that a representative from

\_\_\_\_\_  
**(NAME OF BIDDER)**

Has visited and inspected the office/ institution on the:

(Date) \_\_\_\_\_

and has, therefore, acquainted him/herself with the facilities and circumstances.

\_\_\_\_\_  
**Signature of bidder**

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

**Departmental Office Stamp**

\_\_\_\_\_  
**HEAD OF INSTITUTION**

**DATE:** \_\_\_\_\_

45 of 46



**ANNEXURE E**

**LOCAL ECONOMIC DEVELOPMENT PROCUREMENT FRAMEWORK DECLARATION FORM**

The Honourable Premier in his State of the Province address in 2014 made a pronouncement to the effect that 50% of the Provincial procurement should be spent on goods and services which are manufactured and supplied by the SMMEs and Co-operatives from within the Province.

In order for the Province to achieve the above, the successful service providers must source the required goods/services with the Eastern Cape Province as per Local Economic Development Procurement Framework.

The details of the manufacturers of these goods are:

NAME OF MANUFACTURER/SERVICE PROVIDER	COMMODITY/SERVICE	LOCATION

I, the undersigned (Bidder's representative)

..... commit to procuring/sourcing the required goods from local manufacturers/ distributors within the Eastern Cape Province where available and that 50% of the employees will be from the ward where the centre is situated.

I accept that the Department of Social Development may invoke penalties as per General Conditions of Contract should I be misrepresenting the content contained herein this declaration.

.....  
Signature

.....  
Date

.....  
Name of bidder

Position: .....

46 of 46