Province of the
EASTERN CAPE
TRANSPORT

BID NO: SCMU10–ANZ–26/27–0002

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISIONING OF CLEANING AND HYGIENE SERVICES AND THE SUPPLY OF CLEANING MATERIALS AT ALFRED NZO DISTRICT OFFICES IN ALFRED NZO FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

BID DOCUMENT

ISSUED BY

SUPPLY CHAIN MANAGEMENT UNIT
DEPARTMENT OF TRANSPORT
PRIVATE BAG X3561
KOKSTAD, 4700

NAME OF BIDDER:

_____

For ease of reference, Bidders shall enter their Price in the space provided below:

Bid Sum (amount in words) …….....

……..

……..……inclusive of VAT

Bid Sum (amount in figures) R……inclusive of VAT

NAME OF BIDDER: …….

SIGNED ON BEHALF OF THE BIDDER: …….

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SECTION 1: BID NOTICE

BID NOTICE NO.: SCMU10-ANZ-26/27-0002

Bids are hereby invited for the provisioning of Cleaning and Hygiene Services and the supply of cleaning materials at Alfred Nzo District Offices in Alfred Nzo (Mount Ayliff) for a period of twenty-four (24) months.

Bid documents will be available as from 14h00 on **Friday 27 November 2026** from the Departmental website (www.ectransport.gov.za) and E-portal on the following website: www.e-tenders.gov.za.

A non-compulsory clarification meeting will be held at the Department of Transport Boardroom, EmaXesibeni, on Friday 11 December 2026 at 10h00. No tender documents will be available at the clarification meeting.

The completed bid documents must be submitted on eTender Publication Portal (eSubmission) not later than 11H00 on Monday 11 January 2027.

Click on the link to see how you submit your bid proposal on eSubmission – press Ctrl + the link to see the video https://youtu.be/B7pNseNJYHM

It is the responsibility of the bidder/s to ensure that bid documents/ proposals are submitted on or before closing time. Any technical queries with regard to eSubmission must be directed to National Treasury @ etenders@treasury.gov.za / +27(0)12 406 9222 / 012 406-9229 / 012 312-5000

Bidders must take particular note of the following:

- Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2022 Regulations.

- Bidders must have registered on the Centralised Supplier Database prior submitting the bid document. The Department of Transport will not sign a contract with any service provider before the Registration on the Central Supplier Database (CSD) has been confirmed.
- Service providers are kindly requested to submit price quotations on the attached pricing schedule for the specified items / services.
- By submitting the bid, it is accepted that you fully understand the requirements of this invitation and have familiarized yourself with the General Conditions of Contract (GCC) available on the National Treasury website.
- In the case of a JV tender, each party must supply a valid tax certificate and a letter of good standing.
- The tenderers must ensure that they complete and sign SBD 1, SBD 3.1, SBD 4, SBD 6.1 and SBD 7.2.
- Bidders must provide supporting documentation as per the bid specification schedule requirements.
- Bidders who are not registered for VAT are not eligible to claim VAT in their pricing.

MANDATORY INFORMATION / DOCUMENTATION TO BE SUPPLIED WITH THE BID

- Pricing must be in accordance with the contract cleaning sector as reflected in the Sectoral Determination 1

- Bidders must submit proof of UIF
- Compensation for Occupational Injuries and Diseases Act (COIDA): attach valid proof (a valid Letter of Good Standing from the Compensation Fund).
- Proof of registration with Provident Fund
- Bidders must either be registered as a Health Care Risk Waste Transporter and attach a valid registration certificate, or submit a signed agreement with a third-party company that is registered as a Health Care Risk Waste Transporter, together with that company's valid registration certificate as proof.
- Proof of Public and Product Liability insurance cover of R1 000 000 (one million rand) must be attached.

LEGISLATIVE REQUIREMENTS

Bidders must comply with the following Legislative and <u>Regulatory Requirements</u>

- Basic Conditions of Employment Act, 75 of 1997.
- Sectoral Determination 1: Contract Cleaning Sector.
- Occupational Health Safety Act, 85 of 1993.
- Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- Unemployment Insurance Contributions Act, No. 4 of 2002.
- Unemployment Insurance Act, no. 63 of 2001.
- National Minimum Wage Act no. 9 of 2018.
- Labour Relations Act, 66 of 1997
- Employment Service Act, no 4 of 2014

Failure to comply will render the bid non-responsive.

No late, posted, telephonic, or faxed bids / proposals will be considered.

The lowest/any bid will not necessarily be accepted.

Enquiries should be directed to:

Mr. M. Mantangayi (Supply Chain Management Enquiries) | Cell: 066 301 7118 | mfezeko.mantangayi@ectransport.gov.za

Ms. Z. Sipoxo (Technical Enquiries) | Cell: 076 414 9828 | ziyanda.sipoxo@ectransport.gov.za

Furthermore

- Bidders are required to be registered with Central Supplier Database (CSD) prior to submitting this bid (see https://secure.csd.gov.za/).

- The tenderer is in good standing with SARS as verified on the Central Supplier Database.

- The tenderer or any its directors or shareholders is not listed on the register of tender defaulters in terms of the prevention and compacting of corrupt activities Act of 2004 as a person prohibited from doing business within the public sector.

- The tenderer has not abused the employers Supply Chain Management System or failed to perform on any previous contract and has been given written notice to this effect.
- All bids shall be held valid for 90 days after the closing date. The Department reserves the right not to accept the lowest or any bid.

SECTION 2: BID CONDITIONS

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract given in Section 3 and the Department's Policy on Supply Chain Management shall apply to this contract.

2. BID FORM

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

3. EVIDENCE OF EXPERIENCE OF BIDDERS

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

a. Employer for whom the work was performed;
b. Nature of work;
c. Value of work;
d. Year completed.
e. Recommendation / reference letter from previous work completed.

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

4. COMPLETION OF BIDS

The Bidder shall complete all forms in black ink.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid from, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

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

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

5. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

The completed bid documents must be submitted on eTender Publication Portal (eSubmission) not later than 11H00 on Monday 11 January 2027.

Click on the link to see how you submit your bid proposal on eSubmission – press Ctrl + the link to see the video https://youtu.be/B7pNseNJYHM

It is the responsibility of the bidder/s to ensure that bid documents/ proposals are submitted on or before closing time. Any technical queries with regard to eSubmission must be directed to National Treasury @ etenders@treasury.gov.za / +27(0)12 406 9222 / 012 406-9229 / 012 312-5000

6. DATA TO BE FURNISHED AT BID STAGE

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

7. WITHDRAWAL OF BIDS

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

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

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

The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

9. MINIMUM WAGES

Any bid that contains proposals for wages that are less than the minimum wage according to sector Determination shall be rejected. Prices must be firm for the first twelve (12) months of the contract. Limited price escalation applies after twelve (12) months in accordance with statutory price pronouncements (in accordance with the Labour Law Gazettes), as set out in the Price Escalation clause of the Terms of Reference.

10. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

11. SITE INSPECTION/BIDDERS MEETING

A non-compulsory clarification meeting/bidders briefing will be held at the **Department of Transport Boardroom, EmaXesibeni,** on **Friday 11 December 2026 at 10h00.**

12. FAILURE TO RETURN BID DOCUMENTS

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

13. TAXES AND LEVIES

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

14. EVALUATION OF BIDS

Bids will be evaluated based on Functionality and Price based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2022 Regulations thereto.

Price

80 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto):

Calculation of points for specific goals

- 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

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
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)**
Historically Disadvantaged Individuals Ownership		
Black ownership	4	% ownership
Black women ownership	4	% ownership
Black youth ownership	4	% ownership
Disabled people ownership	4	
Locality:-		
(a) Within Alfred Nzo District Municipality	4	
(b) Outside Alfred Nzo District Municipality	2	

The points for specific goals will be distributed as per the table below.

To Score points for Black Ownership the following formula will be used to calculate the points out of 5 points Max.

$$SGP = \frac{\%BOE\ (CIPC/\ CSD)}{100}\ X\ MHDI(Max = 5)$$

SGP= Specific goals points
MHDI= Maximum points for Historical disadvantaged individuals
BOE = Black Ownership Equity

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
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)**
Historically Disadvantaged Individuals		
Black ownership	4	% ownership
Black women ownership	4	% ownership
Black youth ownership	4	% ownership
Disabled people ownership	4	
Locality:-		
(a) Within Alfred Nzo District Municipality	4	
(b) Outside Alfred Nzo District Municipality	2	

- **Historically Disadvantaged Individual (HDI): Black Ownership**

Means a South African Citizen: who, due to the apartheid policy that had been in place, had no franchise in national elections
Central Supplier Database (CSD) report will be used.

It is the onus of the bidder to provide proof of ownership equity status

- **Locality:**

Locality shall mean a fully functional office within the Alfred Nzo District Municipality.
Locality points will be allocated for proof of local office operations in the Alfred Nzo District Municipality. The preferred address on the CSD and proof of ownership under the bidding company will be used for the choice of locality.

15. BID VALIDITY PERIOD

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

16. ACCEPTANCE OF BID

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

17. PENALTIES

In the event that the Contractor fails to produce registers as specified in Chapter 4 “Project Specification”, the Employer may deduct 5% of the invoice amount.

SECTION 3: GENERAL CONDITIONS OF CONTRACT

27. General conditions of Contract

- The latest General Conditions of Contract [GCC] and Contract Law shall be applicable to this Quotation and obtainable by visiting the National Treasury website at www.treasury.gov.za
- Bidders must familiarize themselves with these GCCs

SECTION 4: TERMS OF REFERENCE

TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER FOR PROVISIONING OF CLEANING AND HYGIENE SERVICES AND THE SUPPLY OF CLEANING MATERIALS AT ALFRED NZO DISTRICT OFFICES (MOUNT AYLIFF) FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

1. Purpose

The Department of Transport intends to appoint one (01) service provider to render Cleaning and Hygienic Services and the supply of Cleaning Materials at Mount Ayliff District Offices for a period of twenty-four (24) months at the following building:

Sites	Number of service providers
Mount Ayliff District Offices (Alfred Nzo)	One service provider

2. Background

The Department of Transport requires a service provider for the procurement of cleaning and hygienic services and the supply of cleaning materials at Mount Ayliff District Offices for a period of twenty-four (24) months.

3. Scope of Work

3.1. Deliverables:

3.1.1. The main deliverables of the Service Provider are as follows:

ITEM	DESCRIPTION OF GOODS / SERVICES	UNIT	QTY
1.	HAND LIQUID SOAP	5LT	10
2.	PINE GEL	25LT	05
3.	MULTI PURPOSE CLEANER (Similar or Equivalent to Handy Andy)	20LT	02
4.	FLOOR POLISH	25LT	10
5.	REGULAR BLEACH	25LT	03
6.	AIR FRESHENER	180ML	200
7.	DEO BLOCKS	5LT	03
8.	YELLOW RUBBER GLOVES MEDIUM	PAIRS	20
9.	GREEN DISHWASHING LIQUID (Similar or Equivalent to Sunlight)	5LT	10
10.	PLASTIC BAG (WASTE DISPOSAL BAG)	PACK OF 20	60 Packs
11.	DISH CLOTH (2PC)	45X75CM	12
12.	FURNITURE POLISH	300ML (Pack of 6)	12
13.	MOPS	EACH/UNIT	16
14.	STEEL WOOL	500GM	04
15.	MIRROR AND GLASS CLEANER	5LT	30
16.	TOILET BRUSH WITH STAND	SET	20
17.	SOFT BROOM	EACH/UNIT	08
18.	SANITARY BIN - FOOT PEDAL OPERATED	19LT	06

ITEM	DESCRIPTION OF GOODS / SERVICES	UNIT	QTY
19.	TOILET PAPER 2PLY 350 SHEETS (Similar or Equivalent to Baby Soft)	PACK OF 48	150
20.	HAND PAPER TOWEL 1PLY	PACK OF 6	10

3.1.2. Areas to be covered:
Building in total: Square Meters = [2000]

AREA	NUMBER	SQUARE METERS (m^2)
Offices with floor tiles	64	878
Toilets with floor tiles	18	108
Passages with floor tiles	5	152
Boardroom with floor tiles	1	135
Kitchens with floor tiles	5	48
Foyers with floor tiles	5	60
Main Registry with floor tiles	2	125

3.1.3. Cleaning to be done:
- Deep cleaning of toilets shall be done at least once a week [1].
- All the cleaning material and equipment required will be provided by the contractor.

3.1.4. Handling and Disposal of Sanitary Waste:
- The service provider will be required to handle and dispose of sanitary waste as per the National Health Act, 2003 (Act No. 61 of 2003) Health Care Risk Waste Regulation 375 of 2014.

3.1.5. Manpower Requirements:
- Eight (08) cleaners must be deployed on site for the duration of the contract.
- This contract must be seen as a job creation project and the eight (08) cleaners must be employed from the local community.

3.1.6. **BUILDINGS – CLEANING OF BUILDINGS GENERALLY**

- Buildings shall be cleaned daily unless instructed otherwise. Daily cleaning shall include the sweeping of all floors and steps, and dusting-off and wiping over with a damp cloth of all furniture, handrails and appliances, so that the premises have a neat appearance and a high standard of neatness is maintained throughout.
- Water jugs in offices to be emptied and re-filled with fresh water daily.
- Telephones shall be wiped clean daily with a cloth dampened with disinfectant.
- Refuse, including the contents of refuse bins and waste-paper baskets, shall be removed daily in the morning and after lunch time. Refuse bins and waste-paper baskets shall be washed and disinfected weekly with a suitable liquid disinfectant which will be supplied by the contractor.
- All wooden furniture shall be polished once a week with an approved wax furniture polish.
- Water bottles shall be washed out thoroughly with an acceptable liquid soap and a swab and well rinsed once a week. Water bottles shall be emptied and filled daily with clean and fresh water.

- Surfaces higher than 2 meters from the floor shall be dusted off twice a month. These include light fittings, Venetian blinds, high window sills, tops of cupboards, shelves, etc. and tops of beams.
- Spots, marks and stains shall be removed daily with a damp cloth. This requirement is only applicable to offices, passages, entrance halls, toilets, waiting-rooms and other rooms frequented by staff or the public.
- All fridges and other electrical appliances must be cleaned inside and outside when necessary.
- All upholstery blinds shall be thoroughly washed twice a year and shall be kept in a neat condition at all times.
- All stair handrails and door handles to be wiped clean daily.
- All fire extinguishers to be wiped clean twice a week.
- During the execution of the contract, if the products and equipment supplied and utilized are not satisfactory, the Department reserves the right to request the service provider to immediately provide better quality products. If the service provider fails to comply with the request, the Department reserves the right to cancel the contract.
- Staff must always be dressed in well-maintained corporate clothing, which will be easily identifiable as employees of the contractor, and also any protective clothing that may be needed during the course of the contract for safety measures.

3.1.7. **FLOOR SURFACES**

- Floors covered with thermoplastic tiles or sheeting shall be mopped when necessary, stripped of all old polish on a monthly basis and polished with non-slip polish, supplemented with a weekly application of non-slip polish and rubbed up to a high gloss to maintain a high degree of neatness at all times.

3.1.8. **TOILETS**

- Daily cleaning in toilets shall preferably be completed before office hours at 08h00.
- Floors of toilets shall be mopped daily with a suitable disinfectant added to the wash-water and dried on completion.
- Toilet pans (especially for males) shall be washed and disinfected at least twice daily.
- Hand basins and mirrors shall be cleaned once a day.
- The contractor shall supply adequate soluble deodorant blocks for toilets.

3.1.9. **FOYERS AND ENTRANCES**

- Floor tiles to be scrubbed twice a week.
- Furniture shall be cleaned and polished daily and any picture frames / mirrors to be dusted daily.
- Walls in this area to be wiped clean every 3 months.
- All pot plants to be dusted daily.

3.1.10. **CLEANING PROGRAMME**

The successful bidder will draw up a cleaning programme within a week after appointment. The programme will start off with a deep cleaning of all tiles and windows. The said programme will be submitted to the Manager: Supply Chain Management.

3.1.11. **PROVISION OF OFFICES, STORES, WATER AND ELECTRICITY**

The successful bidder will be provided with demarcated office and storage space of non-negotiable size free of charge. If the area is not adequate, the bidder is to source additional space at own cost. Water and electricity will also be provided free of charge for the execution of cleaning duties.

3.1.12. **COMMUNICATION AND REPORTING**

The successful bidder must submit a monthly report to the SCM Manager regarding the execution of the terms of reference set out in this bid. Meetings will be held to discuss the report and any other issues arising during the course of the contract.

3.1.13. **WORK PLAN**

Prospective bidders must submit together with their bid proposal a complete detailed work plan. The work plan should detail exactly how the project will be carried out, taking into consideration the scope of work. The work plan must address the following items:

- The eight (08) cleaners assigned for the service.
- How cleaners will be grouped and assigned to each area, and the number of cleaners for each area.
- How duties will be carried out, managed and monitored for compliance in terms of the scope of work.
- Control procedures and mechanisms put in place in order to monitor performance.
- Hygiene waste collection and disposal of sanitary waste.

3.1.14. **TRACK RECORD AND REFERENCES**

Prospective bidders must mention details of at least three references from previous contracts of a similar nature. Please indicate the following:

- Size of the contract (square meters and Rand value).
- Duration of the contract.
- Start dates of the contract.
- Number of cleaners used.
- The company names / clients.
- Contact persons and working telephone numbers for references.

3.1.15. **PAYMENTS AND SALARIES**

- Payments of salaries must not be less than the minimum specified and promulgated remuneration rates as determined by the Department of Labour.
- Salaries for workers must be paid by Electronic Bank Transfers and salary reports must be submitted to the Department of Transport on a monthly basis.
- The payment date of workers is to be disclosed and remain consistent to the workers and the Department of Transport.
- Original invoices must be submitted on a monthly basis once services have been rendered and not prior, stipulating the bid number and order number. Payment will be done as prescribed by the PFMA.
- With each invoice, the service provider must submit proof of verifiable hygiene waste disposal arrangements. This can take the form of either:
- (a) The submission of a valid service level agreement (SLA) with an accredited hygiene disposal service provider (required within 60 days).

GENERAL REQUIREMENT FOR STAFF

- All staff to do fingerprint clearance before the contract starts and must be submitted to Security permit office. Forms can be obtained from this office.

- All staff to have **general health checks** on the start of the contract and every 2years thereafter.

- All staff to receive the correct **PPE** in terms of the contract. New uniform will be provided annually e.g. (gloves, safety shoes, reflector with company logo, uniform, musk, goggles) not limited to this list. Company will be given 3 months to provide.

- **Training**

  All staff to be trained on *Security Awareness* (to be done a SACAA Accredited institution) *Contractor will be given 3 months to get certified companies will be provide to you by Security Manager*

  - **NB:** *If staff resign or are dismissed new staff will have to be trained at the cost of the Contractor. All refresher training to be done every 2 years at the cost of the contractor*

4. Training of Personnel

4.1. The Contractor shall provide the necessary training programmes including initial and refresher courses to ensure that all personnel possess, at all times, the necessary expertise to execute their functions in accordance with the specification and to the satisfaction of the Employer.

4.2. New personnel must be mentored by existing personnel to allow for a proper induction phase.

4.3. The Contractor is responsible for the training of his staff at the centre in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the Employer's Emergency Co-ordinator.

4.4. Should any employee of the Contractor not perform his duties to the satisfaction of the Employer, the Contractor shall forthwith remove such Employee from the site and replace him/her with an alternative competent staff member.

4.5. The Employer may perform any tests, as he considers necessary from time to time to ensure that the service provided by the Contractor is acceptable in terms of the specification. The Employer or his representative will however not act as supervisors and any such tests or absence thereof, shall not relieve the Contractor of his responsibilities under this Contract.

5. Occupational Health and Safety

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;

5.1. The contractor: -

5.1.1. acknowledges that it is fully aware of the terms and conditions of the Act;

5.1.2. acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act; agrees to ensure that all Services shall be performed, and all equipment shall be used in accordance

With the provisions of the Act accepts accountability for its employees and subcontractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act;

5.1.3. agrees to comply with all rules and regulations implemented by or on behalf of the Employer relating to health and safety and will inform the Employer immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

5.2. The contractor shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.

5.3. The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

6. Service Level Agreement

It is recorded that the Employer and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance

measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

7. Breach and Termination

Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.

8. Loss and Damage

Contractor hereby indemnifies the State/Employer/Institution and will hold the State harmless/Employer/institution, 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.

9. Transfer Management

Upon termination of the contract for whatever reason contractor shall assist the Employer to transfer the Services to the Employer, or to another service provider designated by the Employer. Without detracting from the generality of this obligation, contractor shall, to the extent required by the Employer, provide the Employer or the third party service provider with all information and documentation required to enable the Employer or such service provider to provide the Services, it being recorded that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

10. Sub-Contractors

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

11. Strikes

The Contractor undertakes that strikes by his personnel will not influence the rendering of this service.

12. Insurance and Indemnity

12.1. The service provider shall be held responsible for any loss of, or damage to, or theft of, or destruction of any property belonging to the Department of Transport which he/she is contracted to secure. The service provider shall immediately inform the Department of such loss, damage, destruction or theft.

12.2. The service provider shall furnish to the Employer upon the effective date of this Agreement, insurance underwriter's certificates evidencing that the service provider is in full compliance with all the above described insurance requirements (including the insuring of the service provider's contractual liability under this Article) and that:

12.2.1. The Employer, its officers, agents and employees shall be named as additional insurers there under.
12.2.2. The Service provider's policy requires the insurer (s) to give thirty – (30) days prior written notice of any cancellation or material alteration of the policies of insurance, or any parts thereof in a manner averse to the Employer.
12.2.3. The service provider's insurers waive rights of subrogation against the Employer, its officers, employees, and agents to the extent of the contractor's indemnification obligations set forth Herein: and
12.2.4. The service provider's insurance policy is endorsed to include a cross-liability clause.

12.3. The Service provider agrees and hereby undertakes to indemnify, defend and save harmless, the Employer, its officers, employees and agents from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the Employer, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement, excepting, however, such liability damages, claims, penalties, thefts, fines, losses, suits and action that are caused by a negligent act or omission of the Employer, its officers, employees and agents. The Contractor's liability under this indemnity shall be limited to the Public and Product Liability insurance coverage.

12.4. The Employer agrees that it will give to the service provider prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, continently or otherwise, affects or might affect the service provider and the service provider shall have the right to participate in the defense of the same to the extent of its own interest.

13. Professional Indemnity, all Risks, Insurances, Warranties, guarantees, Licensing & on-site support

13.1. The service provider must maintain Public and Product Liability insurance cover of not less than R1 000 000 (one million rand) for the full duration of the contract, and must submit proof of such cover with the bid.

13.2. The service provider is responsible for insuring its own equipment, materials and staff against loss, damage and injury for the duration of the contract.

13.3. All licences and registrations required to render the service, including the Health Care Risk Waste Transporter registration, must remain valid for the duration of the contract.

13.4. The service provider must remain registered and in good standing with the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA) for the full duration of the contract, and must submit an updated valid Letter of Good Standing on request.

14. Minimum Requirements

Company:

- A company must have successfully performed at least one contract with a value of R 800 000.00 in the last three (3) years in cleaning services.
- The company experience in relation to the scope of work; Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details: The bid award letter / signed contract must provide for the following information and must be in the client's letter heads.

    a. Nature of work;
    b. Duration of the contract;
    c. Value of work;
    d. Year completed

- Provide proof of physical address for the office establishment (CSD primary address will be used)

NB: Failure to meet any of the above minimum requirements may render the bidder non-responsive and will not be considered.

15. Monitoring and Reporting

- A project steering committee will be established to monitor performance and certify invoices prior to payment.

16. Duration of The Project

- The term of the project will be twenty-four (24) months from the date of acceptance of the award / purchase order.

17. Validity of BID

- The validity of the offer is ninety (90) days.

18. Price Escalation

- Prices quoted must be firm for the first twelve (12) months from the date of acceptance of the award / purchase order. No price escalation will be considered during this period.
- After the first twelve (12) months, limited price escalation may be applied once, effective from month thirteen (13) until the end of the contract term, subject to the prior written approval of the Department.
- Labour: the labour portion of the price (wages and the wage-linked statutory contributions) may be adjusted by the percentage by which the applicable minimum wage rate in force at the escalation date exceeds the rate used in the bid, in terms of the Sectoral Determination or the National Minimum Wage Act, whichever is higher.
- Cleaning materials and consumables: the materials portion of the price may be adjusted by the percentage change in the Consumer Price Index (CPI) published by Statistics South Africa over the preceding twelve (12) months.
- The service provider must submit a written request, together with the calculation and supporting proof (gazetted wage rates and published CPI), at least thirty (30) days before the new rates are to apply. The Department may request further information.
- Profit, management fees and all other parts of the price are not subject to escalation. Escalation is not retrospective, and the new rates apply only once the Department has approved them in writing.

19. General conditions of Contract

The latest general conditions of contract law will apply.

- Where special conditions of the contract are in conflict with these general conditions, the special conditions shall apply.

20. Special Conditions of Contract

a. Conditions of Contract

- The service provider awarded the contract is expected to charge fees at the rates not higher than those issued by the Department of Labour

- The Department shall not enter a contract where a company has directors, partners or employees who are employed by the state.
- All documents submitted and/or produced shall become the property of the DOT.
- The service provider undertakes to provide the professional resources required to attain the project objectives.
- Service Providers who have entered a consortium / Joint Venture must attach signed agreements by all partners and each party thereto must comply with all the bidding requirements.
- The service provider undertakes to act as an independent contractor in respect of all work to be done.
- The service provider shall, in all professional matters, act as a faithful adviser to the DOT and, in so far as any of its duties being discretionary, act fairly between DOT and third parties;

- The service provider shall execute and complete the work strictly in accordance with this contract to the satisfaction of the DOT;
- The service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered;
- The service provider shall not have the power or authority to enter into any contract or otherwise to bind or incur any liability on behalf of the DOT;
- DOT will not be liable to reimburse any costs incurred by any service provider during the proposal /bidding process;

- The service provider shall attend meetings with officials whenever required to do so by the representative for the purpose of obtaining information or advice in regard to the work and assignments or any matters arising thereof;
- Replacement of cleaners for this assignment will not be allowed except in extreme cases and the new cleaners must possess the same training skills or higher than that of the predecessor which will be agreed upon in writing between the service provider and the Department.
- All the submitted documents must be completed in full and signed where necessary.

b. Other Special Conditions

- Due to the evolving work environment and the implementation of hybrid working arrangements, the Department may, from time to time, operate with reduced occupancy levels or institute temporary shutdown periods, including but not limited to facility fumigation.
- During such periods, the service provider shall not bill the Department for any days on which no services are rendered. The Department will provide prior notification of any suspension or reduction of services and will communicate the number of cleaners required, if any, during the affected period.

- The service provider shall invoice the Department strictly in accordance with the services rendered and the number of cleaners deployed during the relevant period. The Project Manager will provide the service provider with the applicable schedule in advance to facilitate the necessary logistical planning and arrangements.

21. Evaluation Criteria

- Bids will be evaluated on a 80/20 point system within the ambit of the Preferential Procurement Policy Framework Act (PPPFA) No.5 of 2000 and section 38(1)(a)(iii) of the Public Finance Management Act 1 of 1999 as amended by Act NO.29 of 1999 and Preference Procurement Regulations 2017;

- The evaluation will be carried out in two phases, namely, “functionality” and “price”. Bidders are requested to submit one envelope

- Functionality will be evaluated separately to determine the responsiveness of the bids. The minimum qualifying score that will be accepted for functionality is 40 out of the 80 points allocated. A bidder who does not obtain a minimum of 40 points will be disqualified;

- The final score will be obtained by adding points obtained for price to the preference points;

NB: Points score will be rounded to the nearest two (2) decimals

Functionality

$$Ps = \frac{So * Ap}{Ms}$$

Where

Ps = Points scored for functionality by bid/proposal under consideration

So = Score of the bid under consideration

Ms = Maximum possible scored.

Ap = Percentage allocated for functionality.

- Bidders score on functionality will not be included in the final points scored but determined to establish functionality abilities.

- The percentages allocated by all panel members must be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality;

- The minimum qualifying score that will be accepted for functionality is 40 out of the 80 points allocated;

- Bids/proposals that do not score the specified minimum points for functionality will be disqualified.

PRICE

The 80/20 preference points system:

- $Ps=80\left(1-\frac{Pt-Pmin}{Pmin}\right)$

Where

- Ps = Points scored for price by bid under consideration
- Pmin = Lowest acceptable consideration

- Pt = Price of bid under consideration

NB: - The department is under no obligation to award the bid to the bidder scoring the highest or lowest
points.

22. Awarding of Points for Functionality and Price

Functionality

CRITERIA	DESCRIPTION / EVIDENCE REQUIRED	POINTS
1.Technical Concept		**40**
1.1	Detailed work plan on how the contract will be executed	25
1.2	Proven track record of the company (minimum two references)	15
2.Company Experience		**25**
2.1	Previous experience in providing the category of services as specified in the Scope of Work	15
2.2	Number of months/years that the bidder has been in business providing services which are materially the same as the cleaning services: (a) 1 year; (b) less than 1 year	10
3. Locality	**Points allocated depending on the service provider's permanent office residence (CSD preferred address)**	**15**
3.1	Office located within the Alfred Nzo District Municipality	15
3.2	Office located outside the Alfred Nzo District Municipality	5
TOTAL		**80**

23. Preferential Claims

Points scored for specified goals as contemplated by the PPPFA and its regulations are then calculated separately and added to the points scored for price to obtain the final score.

24. Specified Goals

Calculation of points for Preferential Points – specific goals will be allocated in the following manner

- 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

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
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)**
Historically Disadvantaged Individuals		
Black ownership	4	% ownership
Black women ownership	4	% ownership
Black youth ownership	4	% ownership
Disabled people ownership	4	
Locality:-		
(a) Within Alfred Nzo District Municipality	4	
(b) Outside Alfred Nzo District Municipality	2	

In the event that two or more bids are equal in all respects, the successful bidder will be the one with the highest functionality percentage and the last option will be the drawing of lots.

25. Clarification Meeting & Closing Date

A non-compulsory clarification meeting/bidders briefing will be held at the **Department of Transport Boardroom, EmaXesibeni, on Friday 11 December 2026 at 10h00.**

The completed bid documents must be submitted on eTender Publication Portal (eSubmission) not later than 11H00 on Monday 11 January 2027.

Click on the link to see how you submit your bid proposal on eSubmission – press Ctrl + the link to see the video https://youtu.be/B7pNseNJYHM

It is the responsibility of the bidder/s to ensure that bid documents/ proposals are submitted on or before closing time. Any technical queries with regard to eSubmission must be directed to National Treasury @ etenders@treasury.gov.za / +27(0)12 406 9222 / 012 406-9229 / 012 312-5000

Submitted documents must be composed of the following:

Tender check list

- SBD 1 - Invitation to Bid
- SBD 3.1 - Pricing Schedule
- SBD 4 - Declaration of interest
- SBD 6.1 - Preference Points Claim Form
- SBD 7.2 - Contract Form for Services
- Tax Compliance Status PIN / CSD registration report
- Valid Health Care Risk Waste Transporter registration certificate, or signed agreement with a registered third-party transporter and its valid certificate
- Proof of Public and Product Liability insurance cover (R1 000 000)
- Valid proof of COIDA registration (Letter of Good Standing from the Compensation Fund)

26. Bid Enquiries

Please refer all enquiries to the following personnel:

Technical Enquiries:

Ms. Z. Sipoxo

Cellphone No.: 076 414 9828

Email: ziyanda.sipoxo@ectransport.gov.za

Supply Chain Management:

Mr. M. Mantangayi

Cellphone No.: 066 301 7118

Email: mfezeko.mantangayi@ectransport.gov.za

SECTION 5: FORMS TO BE COMPLETED BY THE BIDDER

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	SCMU10-ANZ-26/27-0002	CLOSING DATE:	11-01-2027	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISIONING OF CLEANING AND HYGIENE SERVICES AND THE SUPPLY OF CLEANING MATERIALS AT ALFRED NZO DISTRICT OFFICES IN ALFRED NZO FOR A PERIOD OF TWENT-FOUR (24) MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MUST BE UPLOADED ON ETENDER PORTAL

ADDRESS WHERE SERVICES WILL BE RENDEREDS: DEPARTMENT OF TRANSPORT OFFICES					
188 NGQUBUSINI STREET,					
MOUNT AYLIFF, 4735					
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					
	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
		NAME:			
[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 PART B:3 BELOW]
SIGNATURE OF BIDDER	…… ……	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	TRANSPORT	CONTACT PERSON	Ms. Z. Sipoxo
CONTACT PERSON	Mr M. Mantangayi	TELEPHONE NUMBER	076 414 9828
TELEPHONE NUMBER	066 301 7118	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	ziyanda.sipoxo@ectransport.gov.za
E-MAIL ADDRESS	mfezeko.mantangayi@ectransport.gov.za		

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 ONLINE**
1.3.	**BIDDERS MUST 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). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
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. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
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.
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 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 WWW.SARS.GOV.ZA.
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.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
	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.

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

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED FOR THE FIRST TWELVE (12) MONTHS OF THE CONTRACT. LIMITED PRICE ESCALATION AFTER TWELVE (12) MONTHS APPLIES AS SET OUT IN THE TERMS OF REFERENCE. (IN ACCORDANCE WITH THE LABOUR LAW GAZETTES)**

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

Name of bidder…….. Bid number: **SCMU10-ANZ-26/27-0002**
Closing Time: **11H00** Closing date: **11-01-2027**

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

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

- Required by: DEPARTMENT OF TRANSPORT

- At: ALFRED NZO DISTRICT OFFICES, EMAXESIBENI (MOUNT AYLIFF)

- Brand and model …….

- Country of origin …….

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s) …….

- Period required for delivery …….
  *Delivery: Firm/not firm

- Delivery basis …….

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

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

*Delete if not applicable

SBD 4

SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] 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

[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.

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.

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

2.2.1 If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] 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

2

the official bid opening or of the awarding of the contract.

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

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

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

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

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

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

FORMULAE FOR CALCULATION POINTS

To Score points for Equity Ownership / Disability/ Locality the following formula will be used to calculate the points out of 5 points Max.

$$SGP = \frac{\%OE\ (CIPC\ /\ from\ BBBEE)}{100}\ X\ MEO(Max = 4)$$

$$(e.g)\ Women\ Equity\ Ownership = \frac{89}{100}\ X\ 4 = 3,56$$

Where

SGP= Specific goals points

OE = Ownership Equity

MOE= Maximum points for Equity Ownership

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

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

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

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
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)**
Historically Disadvantaged Individuals		
Black ownership	4	% ownership
Black women ownership	4	% ownership
Black youth ownership	4	% ownership
Disabled people ownership	4	
Locality:-		
(a) Within Alfred Nzo District Municipality	4	
(b) Outside Alfred Nzo District Municipality	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME: ……

DATE: ……..

ADDRESS: ……
……
……
……

SBD 7.2

CONTRACT FORM – RENDERING OF SERVICES

-

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to the Eastern Cape Department of Transport in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number: SCMU10-ANZ-26/27-0002 at the Price(s) quoted. My offer remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the 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
   - Pricing schedule(s)
   - Filled in task directive/proposal
   - Preference Certificates in terms of the Preferential Procurement Regulations 2022
   - Special Conditions of Contract;

   ii) General Conditions of Contract; and

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 services 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 fulfillment of all obligations and conditions devolving on me under this agreement as the principle 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 authorized to sign this contract.

WITNESSES:

1. ……..... .....……
DATE

2. ……..... .....……
DATE

……
NAME OF FIRM

……
CAPACITY

SIGNATURE OF BIDDER

SBD 7.2

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, …… in my capacity as…….. accept your bid under reference number **SCMU10-ANZ-26/27-0002** dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	B-BBEE POINTS CLAIMED
Provisioning of Cleaning and Hygiene Services and the Supply of Cleaning Materials at Alfred Nzo District Offices in Alfred Nzo for a contract period of 24 months	R……..…….		

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

WITNESSES:

1. …….....
   .....……....
   DATE

2. …….....
   .....……....
   DATE

Official Stamp	SIGNATURE

PRICING SCHEDULE – MOUNT AYLIFF DISTRICT OFFICES (ALFRED NZO)

PRICING

Bidders should note that prices must be firm for the first twelve (12) months of the contract. Limited price escalation may apply after twelve (12) months, as set out in the Price Escalation clause of the Terms of Reference(in accordance with the Labour Law Gazettes) Bidders must price using the minimum wage rates in force at the bid closing date (Sectoral Determination or National Minimum Wage Act, whichever is higher).

CLEANER (FULL-TIME)

#	**ITEM**	**DESCRIPTION**	**AMOUNT**
1	**Basic monthly wage cost**	R…….. x 40 hours per week x 4.33 weeks	**R ……**
	Hourly rate	Hourly rate	**R……**
	Daily rate	8 hrs per day	R……
	Weekly wage cost	Hourly wage x 40 hours (week)	R……
2	**Leave provisions**		**R ……..**
	Annual leave	21 days per year	R……
	Sick leave	10 days per year	R……
	Family responsibility	3 days per year	R……
3	**Other: Employer contribution**		**R……**
	Provident fund	5.25% of monthly wage	R……
	Bonus	4.33 weeks for a full 12 months	R……
	UIF	1% of basic monthly wage	R……
	COID	1.6% of basic monthly wage	R……
	Training levy	SDL = 1% of wage	R……
	Severance pay	1.92% of basic monthly wage	R……
	Employee medical examinations	per annum	R……
4	**Monthly Labour Cost (per 1 x cleaner)**	**A1 + A2 + A3**	**R……**
5	**Total monthly labour cost (per total number of cleaners required**		**R……**

EASTERN CAPE DEPARTMENT OF TRANSPORT – PROJECT DESCRIPTION: RENDERING OF CLEANING AND HYGIENIC SERVICES AND SUPPLY OF CLEANING MATERIALS AT MOUNT AYLIFF DISTRICT OFFICES FOR A PERIOD OF 24 MONTHS

ITEM	DESCRIPTION OF GOODS / SERVICES	UNIT	QTY	RATE OR UNIT PRICE	AMOUNT
	RENDERING OF CLEANING AND HYGIENIC SERVICES FOR MOUNT AYLIFF DISTRICT OFFICES FOR A PERIOD OF 24 MONTHS	24 months	8 Cleaners		
1.	HAND LIQUID SOAP	5LT	10		
2.	PINE GEL	25LT	05		
3.	MULTI PURPOSE CLEANER (Similar or Equivalent to Handy Andy)	20LT	02		
4.	FLOOR POLISH	25LT	10		
5.	REGULAR BLEACH	25LT	03		
6.	AIR FRESHENER	180ML	200		
7.	DEO BLOCKS	5LT	03		
8.	YELLOW RUBBER GLOVES MEDIUM	PAIRS	20		
9.	GREEN DISHWASHING LIQUID (Similar or Equivalent to Sunlight)	5LT	10		
10.	PLASTIC BAG (WASTE DISPOSAL BAG)	PACK OF 20	60 Packs		
11.	DISH CLOTH (2PC)	45X75CM	12		
12.	FURNITURE POLISH	300ML (Pack of 6)	12		
13.	MOPS	EACH/UNIT	16		
14.	STEEL WOOL	500GM	04		
15.	MIRROR AND GLASS CLEANER	5LT	30		
16.	TOILET BRUSH WITH STAND	SET	20		
17.	SOFT BROOM	EACH/UNIT	08		
18.	SANITARY BIN - FOOT PEDAL OPERATED	19LT	06		
19.	TOILET PAPER 2PLY 350 SHEETS (Similar or Equivalent to Baby Soft)	PACK OF 48	150		
20.	HAND PAPER TOWEL 1PLY	PACK OF 6	10		
	SUB TOTAL				
	VAT 15% [only if eligible and registered]				
	TOTAL AMOUNT OF QUOTATION				

NB: After service has been rendered, the invoices must be submitted to the following email address: invoices@ectransport.gov.za

BID PRICING FORM – MOUNT AYLIFF DISTRICT OFFICES (ALFRED NZO)

For ease of reference, Bidders shall enter their Bid Price, copied from the Pricing Schedule, in the space provided below. Should there be any discrepancy, then the sum calculated from the Pricing Schedule, subject to any arithmetic correction, shall hold precedence.

Total Price (amount in words):……

……

……, inclusive of VAT

Total Price (amount in figures) R ……, inclusive of VAT

NAME OF BIDDER: ……

SIGNED ON BEHALF OF THE BIDDER: ……