Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

"Building a caring Society Together."

HEAD OFFICE – SUPPLY CHAIN MANAGEMENT
PHYSICAL ADDRESS – 7 Beatrice Street Albertina Sisulu Building Qonce 5606
POSTAL ADDRESS: Private Bag X0039 Bhisho 5606 | REPUBLIC OF SOUTH AFRICA
Tel: +27(0)43 605 5280 | Cell +27(0)78 683 7883 | Email Address: noludwe.james@ecdsd.gov.za | Website: www.ecdsd.gov.za

ADVERTISEMENT
SCMU4 - 26/27 - 0012

APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF CLEANING AND HYGIENIC SERVICES AT PROTEA CHILD AND YOUTH CARE CENTRE IN NELSON MANDELA METRO FOR A PERIOD OF 3 YEARS.

Issued by:
Province of the Eastern Cape
Department of Social Development

Private Bag X0039
Bisho
5605

Contact Person:
Mr. T.Masangwana
Tel: 082 814 3433 (for specification related enquiries)

Ms. V. Matha / Ms. N. James / Mr. M. Vukubi
Tel: 064 608 2853 / 078 683 7883 / 082 779 9347 (for completion of document)

Name of Company/Bidder: _____

CSD/Supplier Number: MAAA_____

Company/Bidder's Tel/Cell: _____

Company Email Address: _____

BRIEFING SESSION DETAILS:

DATE: 23 NOVEMBER 2026 AT 10H00
VENUE: PROTEA CHILD AND YOUTH CARE CENTRE, BLACKTHORN AVENUE, FOREST HILL, GQEBERHA

QUOTATIONS MUST BE SUBMITTED BY 11H00 ON 14 DECEMBER 2026 IN THE TENDER BOX AT: DEPARTMENT OF SOCIAL DEVELOPMENT OFFICES, SITUATED AT 7 ALBERTINA SISULU HOUSE, BEATRICE STREET, KING WILLIAMS TOWN

Closing Date: 14 DECEMBER 2026

Closing Time: 11H00

NAME OF DEPARTMENT: SOCIAL DEVELOPMENT

BID NUMBER: SCMU4 -26/27- 0012

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF CLEANING AND HYGIENIC SERVICES AT PROTEA CHILD AND YOUTH CARE CENTRE IN NELSON MANDELA METRO FOR A PERIOD OF 3 YEARS.

NO	Item Description	Checked by Bidder	Verified By Department	Signature of Verifier	Comments (if any)
1.	Completed and signed SBD1 and SBD4 (Indicate with "N/A" when information is not applicable)				
2.	In case of a Joint Venture/Consortium 2.1 Copy of signed agreement clearly indicating roles and responsibilities in accordance with conditions stipulated in paragraph 20.1 must be attached; 2.2 Proof of CSD registration of the Joint Venture / Consortium as a single entity must be attached;				
3.	Correction fluid of any kind **MUST NOT** be used. 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.				
4.	Completed Annexure C & D.				
5.	Proven track record of a minimum of one year's experience in the provision of cleaning and gardening services. (Submit a copy of a signed contract / copy of a purchase order/ award letter and a letter from an Institution / Department confirming that cleaning and garden services were satisfactorily rendered, refer to paragraph 14.6).				
6.	Salaries of cleaners are in accordance with Sectoral Determination 1 of Department of Labour.				

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SOCIAL DEVELOPMENT)					
BID NUMBER:	SCMU4-26/27-0012	CLOSING DATE:	14 DECEMBER 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF CLEANING AND HYGIENIC SERVICES AT PROTEA CHILD AND YOUTH CARE CENTRE IN NELSON MANDELA METRO FOR A PERIOD OF 3 YEARS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

SOCIAL DEVELOPMENT

ALBERTINA SISULU HOUSE

7 BEATRICE STREET

KING WILLIAMS TOWN, 5600

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. Vukubi / Ms. Matha / Ms. James	CONTACT PERSON	Mr. T. Masangwana
TELEPHONE NUMBER	0827799347 / 0646082853 / 0786837883	TELEPHONE NUMBER	0828143433
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	mpendulo.vukubi@ecdsd.gov.za / veliswa.matha@ecdsd.gov.za / noludwe.james@ecdsd.gov.za	E-MAIL ADDRESS	tozamile.masangwana@ecdsd.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF THE BIDDER: .....

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

DATE: .....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number: SCMU-26/27-0012
Closing Time 11:00	Closing date: 14 DECEMBER 2026

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

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

---

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.

2.3.1 If so, furnish particulars:

.....
.....
.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

9

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

10

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**

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

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.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender (women ownership)	6	
No franchise (black ownership)	1	
Disability	4	
Locality (Nelson Mandela Metropolitan Municipality)	3	
Youth	6	

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]

12

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: .....

.....

.....

.....

13

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 RESPECTIVE 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 (name of the institution)..... in accordance with the requirements and task directives / proposals 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 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;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - 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 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 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: .....

14

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 .....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 (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

15

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

16

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

17

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 supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

18

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

29

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

HEAD OFFICE – SUPPLY CHAIN MANAGEMENT
PHYSICAL ADDRESS – 7 Beatrice Street Albertina Sisulu Building Qonce 5606
POSTAL ADDRESS: Private Bag X0039 Bhisho 5606 | REPUBLIC OF SOUTH AFRICA
Tel: +27(0)43 605 5322 | Cell +27(0) 64 608 2853 | Email Address: veliswa.matha@ecdsd.gov.za | Website: www.ecdsd.gov.za

BID SPECIFICATION DOCUMENT

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND GARDEN SERVICES AT NELSON MANDELA METROPOLE–PROTEA CHILD AND YOUTH CARE CENTRE, EASTERN CAPE DEPARTMENT OF SOCIAL DEVELOPMENT FOR A PERIOD OF THREE (3) YEARS

31

1. BACKGROUND

The Department of Social Development wishes to appoint a Service Provider to render cleaning and garden services at Nelson Mandela metropole – Protea Child and Youth Centre for a period of thirty six (36) months. The cleaning and garden services must be in terms of the Occupational Health and Safety Act & Regulations, 85 of 1993 section 8 (1) of the Acts 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".

It is essential that the Department contracts cleaning and garden services from experienced/prospective bidders specializing in cleaning and garden services in order to ensure that high quality of cleaning and garden services are rendered. Previous experience in cleaning and garden services at a Child and Youth Care Centre is essential.

Protea CYCC Consists of : Administration Blocks, Boardroom, Reception areas, toilets , Dormitory Blocks , Observation area , additional bathrooms, class room, Therapy rooms ,Occupational therapy room, Library, Computer training room, Gym, Latter 6 rooms all have inter-leading store rooms , Tool room, Laundry Room),Stores, TV lounge, Recreational area, Staff restrooms, Staff tea room, Sick bay, Strong rooms, Registries, Control room, Server room, Visitor's waiting room, Training kitchen, Main kitchen & Dining area, Kitchenettes, Refuse block, Pavilion-Block J, Guard house & Family cottage.

The grounds consist of flowers beds, lawns, sport field and swimming pool.

2. SCOPE

2.1 The prospective bidder must render cleaning and garden services for the whole facility; by providing cleaning equipment, material, garden equipment and transport for staff to perform the cleaning and garden services. The cleaning services shall take place **5 days a week** from 08h00 to 16h00. Expected deliverables and outputs are indicated in **Annexure A**.

3. COMMUNICATION AND REPORTING

The successful bidder shall assign a Supervisor for this project. The Supervisor shall report to the Centre Manager of the Department with regard to the execution of the terms of reference set out in this bid document. The Supervisor shall submit cleaning site report monthly, which is to be attached to the monthly invoices. The monthly cleaning site report must be signed off by the Centre Manager of the Department. Monthly meeting/s will be held to discuss all issues arising during the course of the month. The successful bidder will keep and maintain records of daily, weekly reports which will form the monthly site report. The monthly site report must be signed off by the Centre Manager and attached to monthly invoice.

4. COMPETENCY / EXPERTISE REQUIREMENTS OF SERVICE PROVIDER AND DOCUMENTS TO BE SUBMITTED

4.1 Bidders must have a proven track record of a minimum of one year experience in the provision of cleaning services. Bidder must submit a copy of a signed contract / award letter and a letter from the institution confirming that cleaning services were satisfactorily rendered which will serve as proof of relevant experience together with the bid documents. (All letters must be in the letter head of the relevant institutions where services were satisfactorily rendered).

4.2 The bidder must have a Manager with good communication skills, a minimum of one year experience in management of cleaning services and at least a matric certificate (Std 10 / Grade 12). CV and proof of qualifications must be submitted within 7 days after the acceptance of the award.

5. SECURITY IDENTIFICATION OF EMPLOYEES

5.1 **All cleaners should display identification cards when commencing duties.**

5.2 The card must contain the following information:

i) The logo and name of the firm (bidder).
ii) Name of employee.
iii) ID size photo of the employee.

5.3 The card must be worn so as to be visible at all times whilst on the premises of the department. The bidder must have sufficient control over the cards to prevent any unauthorized use thereof.

5.4 The successful bidder shall be required to submit relevant documentation for the Department to conduct security vetting of all cleaning staff. This is done to determine the security competence of cleaning staff for access to sensitive assets and discussion areas.

5.5 At no stage may the bidder and or his /her affiliates give any information with regard to any Departmental activities to the public or news media or are allowed to take photos of the site or service users.

5.6 The bidder and or his / her affiliates shall sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Department.

5.7 The bidder must provide the cleaning staff with uniform and protective gear in terms of the Occupational Health and Safety Act, and this must be clearly marked with the name of the Service provider. Employees of the successful bidder must uphold confidentiality of Protea Child and Youth Care Centre at all times. Therefore, these employees will be required to sign an oath of confidentiality on assumption of the contract and these must be submitted to contracts management unit at the Provincial Office.

5.8 The premises are smoke-free and no use / abuse of illegal substances (drugs, alcohol, etc.) are allowed. Immediate reporting of all substance abuse paraphernalia to Centre Manager.

6. HEALTH & SAFETY PLAN

6.1 The successful bidder must submit a health & safety plan within one month of signing the awarded contract to Facilities and Contracts Management unit at the Provincial Office. The successful bidder must adhere to the aims and provisions of the Occupational Health & Safety Act (OHSA) 85 of 1993 at all times.

6.2 In this plan the bidder must include:

i. Company health & safety policy;
ii. Company environmental health policy;
iii. Waste management plan (The Department encourages the successful bidder, where possible, to implement recycling of waste);
iv. Operational procedures for the handling of all cleaning, gardening equipment and materials.

7. FINANCIAL CAPACITY

7.1 The Department pays after services are rendered within thirty (30) days after submission of an invoice, it is therefore essential for the Prospective Bidder to have funds to start the project and ensure that there are sufficient funds for the salaries of the employees, provision of equipment and consumables.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. In the event that the successful bidder fails to honour its obligations in terms of the contract due to unavailability of funds, the Department reserves the right to cancel the contract.

8. DEVELOPMENT OF EMERGING SUPPLIERS

8.1 The Department supports the development of emerging suppliers qualifying in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and cooperatives that have been registered in terms of section 7 of the Cooperatives Act, Act 14 of 2005. Therefore, emerging suppliers and cooperatives that meet the requirements of this bid are encouraged to participate.

8.2 The successful bidder is expected, where possible, to subcontract a minimum of 30% of the contract value to the following targeted designated groups:

a) A cooperative which is at least 51% owned by women.
b) An EME or QSE which at least 51% owned by women who are youth.
c) An EME or QSE which at least 51% owned by women who are military veterans.
d) An EME or QSE which at least 51% owned by women living in rural or underdeveloped areas or townships.

8.3 Bidders are also encouraged, during the bidding process and the contract period to ensure the following:

a) Establish working relationships with the registered cooperatives in the form of joint ventures or subcontracts.
b) Sourcing of commodities: The successful bidder must give preference to projects and co-operatives funded by the Department within the Local Municipality where the services will be provided. The Department will provide a list of funded projects in the area to the successful Bidder.

9. PRICING

9.1 The bidder must quote as per annexure C.

9.2 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. Bidders must take note of the prescribed threshold for compulsory registration for VAT. The department will not be liable for VAT payment which was not included in the original quotation.

9.3 Bidders must submit a detailed price schedule which is inclusive of escalation in respect of all costs. The price schedule must indicate prices for year 1, year 2 and year 3 as the Department may not allow any escalation and or variation of the submitted prices during the contract period.

9.4 Bidders must ensure that the quotes submitted have no arithmetic errors as department will not rectify any errors on the quotations received. The quotes should include all activities/services that will be required for the required services as no variations will be accepted unless mutually agreed to by department and the appointed service provider prior to contract acceptance.

9.5 Bidders will carry the responsibility of ensuring that the proposals submitted have been signed by a dully authorised person. Should it be established after the submission of proposals that the signatory authorising the proposal is not legally appointed by the service provider, the offer/proposal will be disqualified from the evaluation process.

9.6 All prices submitted should be typed or hand written in black ink. No proposals written in pencil will be accepted or evaluated.

10. PAYMENT

10.1 The successful bidder will be paid within 30 days of receipt of a comprehensive original invoice as per the Public Finance Management Act 1999.

10.2 The monthly invoice must indicate the month and year of the service and must also include the following:

- 10.2.1 Bank details of the company;
- 10.2.2 Vat number (If applicable);
- 10.2.3 Invoice number;
- 10.2.4 Order number;
- 10.2.5 Invoice date ;
- 10.2.6 Description of the service (Same as order description);
- 10.2.7 Invoice must be stamped or signed.

10.3 Attached to the monthly invoice must be that month's cleaning and gardening site report signed by the Manager: Facilities or delegated official 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.

10.4 The monthly invoice is to be submitted by the 7th day after the end of each contract month to the Provincial Office for processing of the monthly invoice.

11. DURATION OF THE CONTRACT

11.1 The contract will be for a thirty-six (36) months period. A Service Level Agreement will be signed with the successful bidder.

12. PENALTIES

12.1 The Department shall without prejudice to any of its rights be entitled to impose penalties on the service provider in the following circumstances:

12.1.1 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).

12.1.2 A pro rata amount of the price per cleaner per month where a cleaner was not on duty for a day or more.

13. MONITORING AND EVALUATION

13.1 The performance of the successful bidder will be monitored daily by the end user.
13.2 Evaluation of functions performed will be conducted through the assessment of the monthly report.
13.3 Penalties will be implemented for detected non-performance or under-performance as per clause 14.

14. SPECIAL CONDITIONS

14.1 Products and industrial equipment supplied and utilized must be SABS approved.
14.2 Toilet paper must be 2ply and SABS approved.
14.3 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. The Department will not award a contract to a bidder that is not registered on the CSD.
14.4 Completed and signed bid documents including all annexures (C, D & E).
14.5 The bidder must provide proof obtained from previous clients relating to non-concurrent experience in cleaning and garden services of no less than one year's operational experience
14.6 Bidder must submit a copy of a signed contract / copy of a purchase order / award letter and a letter from the Institution / Department confirming that cleaning and garden services were satisfactorily rendered which will serve as proof of relevant experience together with the bid documents. (Reference letter must be in the letter head of the relevant Institution's / Department where services were satisfactorily rendered. Letter must confirm the period of the contract).
14.7 The bidder must have a Supervisor with good communication skills, a minimum of one year experience in management of cleaning and garden services and at least a matric certificate (Std 10 / Grade 12). Certified copy of matric certificate must be submitted within 7 days of acceptance of award.
14.8 The bidder must provide a supervisor, as part of the cleaning team, which will be responsible for managing the bidder's staff, equipment and materials and who will be the contact between the office and the cleaners.
14.9 The Bidder must employ cleaning personnel that are capable of communicating with the staff in English and in the language dominant in the area and must be able to read and write.
14.10 The successful bidder must submit:

14.10.1 A list of cleaning personnel employed within fourteen (14) days of acceptance of this bid.

14.10.2 A letter of Good Standing from the Department of Labour to confirm that the bidder is registered for the Workmen's Compensation within one month 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.

14.10.3 A letter of good standing from Department of Labour to confirm that the bidder is paying the Unemployment Insurance Fund within fourteen 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.

14.10.4 Completed and signed bid document including all annexures.

14.11 The successful bidder is expected, where possible, to employ 50% of the personnel within the ward where the centre is situated.

14.12 The Department reserves the right to require that both the contracting firm and its personnel providing the service 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 tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require (full completion and submission of company questionnaire post award).

14.13 Bidders are encouraged to visit the site before submission of the bids. Site Visits can be arranged with the Centre Manager (contact details are available on **Annexure B)**.

14.14 The successful bidder must submit a valid certificate from a service provider for disposal of sanitary bin and medical waste contents in accordance with the National Environmental Management: Waste Act 59 of 2008 within 7 days of acceptance of the award.

14.15 A bidder that may be found to have submitted fraudulent information will be eliminated or a contract will be cancelled and such a bidder's name may be submitted for inclusion in the list of restricted suppliers and may also be referred for criminal investigation.

15.BRIEFING SESSION

All Service Providers must verify the size of offices to be cleaned before and quote accordingly. The Department will conduct a briefing session to assist all interested bidders to submit competitive bids. The briefing session date and time are indicated in the advertisement.

16.OBLIGATIONS

16.1 **The Department shall:**

16.1.1 Give the successful bidder access to the offices including water and electricity.

16.1.2 Provide space, where possible, for the storage of cleaning equipment and materials.

16.2 **The successful bidder shall:**

16.2.1 Provide cleaning and gardening personnel.

16.2.2 Provide cleaning and gardening material and equipment.

16.2.3 Provide uniform with the successful bidder's company name clearly indicated and provides staff with identification cards.

16.2.4 Provide basic training for all staff under his control on the utilization of fire extinguishers.

16.2.5 Ensure that one of the staff members on duty has first aid training.

16.2.6 Ensure compliance with the Occupational Health and Safety Act (OHSA) by providing its officials with the necessary protective clothing and uniform.

16.2.7 Submit a health & safety plan within one month of signing the awarded contract to the Facilities and Contracts Management unit at the Provincial Office. The successful bidder must adhere to the aims and provisions of the Occupational Health & Safety Act (OHSA) 85 of 1993 at all times.

16.2.7.1 In this plan the bidder must include:

a) Company health & safety policy and adherence to COVID 19 protocols and other communicable diseases.
b) Company environmental health policy;
c) Waste management plan (The Department encourages the successful bidder, where possible, to implement recycling of waste);

16.2.7.2 The successful bidder must ensure that all employees deployed at the center are screened for Tuberculosis (TB) and other communicable diseases - Submission of proof that the employees have tested negative on TB prior to commencement of the contract and thereafter every six (6) month;

16.2.7.3 The service provider must submit a criminal record clearance of all employees that will be deployed at the centre within seven days (7) of appointment. Any changes in employment during the contract period must be brought to the attention of the Centre Manager prior the change occurring.

16.2.7.4 The Department will ascertain from respective bodies whether employees in the bidder's service possess clearances and that none of the staff has been registered on the database for committing crimes as per the sexual offences register.

17. ANNEXURES

17.1 Annexure A (expected deliverables and outputs)
17.2 Annexure B (Office details with square metres)
17.3 Annexure C (Price schedule)
17.4 Annexure D (List of references.)
17.5 Annexure E (Financial Particulars.)

18.EVALUATION

The bid will be evaluated in two stages, pre-evaluation and evaluation as per Preferential Procurement Framework Act 5 of 2000 (PPPFA) as indicated below:

18.1 **Stage 1: Pre-qualification criteria:**

18.1.1 Completed and signed SBD1 and SBD4 (Indicate with "N/A" when information is not applicable)
18.1.2 In case of a Joint Venture/Consortium:
18.1.2.1 Copy of signed agreement clearly indicating roles and responsibilities in accordance with conditions stipulated in paragraph 20.1 must be attached;
18.1.2.2 Proof of CSD registration of the Joint Venture / Consortium as a single entity must be attached;

18.1.3 Correction fluid of any kind **MUST NOT** be used. 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.
18.1.4 Completed Annexure C & D.

18.1.5 Proven track record of a minimum of one year's experience in the provision of cleaning and gardening services. (Submit a copy of a signed contract / copy of a purchase order/ award letter and a letter from an Institution / Department confirming that cleaning and garden services were satisfactorily rendered, refer to paragraph 14.6).

18.1.6 Salaries of cleaners are in accordance with Sectoral Determination 1 of Department of Labour.

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

18.2 **Stage 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.

MATRIX FOR EVALUATION

NO.	Criteria	Points
1.	Price	80
2.	Specific Goals	20
3.	Specific Goal	NUMBER OF POINTS
4.	▪ Gender (women ownership)	6
5.	▪ No franchise (black ownership)	1
6	▪ Disability	4
7	▪ Locality (Nelson Mandela Metropolitan Municipality)	3
8	▪ Youth	6
	TOTAL POINTS FOR PRICE & SPECIFIC GOALS	100

NOTE:

- *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 is not a local address, was updated on a date after publication of the invitation to bid or there is no preferred address at all, then the physical address registered on CIPC will be used as the only address to consider for awarding of locality points.*
  c. *In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more than 50% interests in the JV,*

- *In order to be awarded points for disability, a document confirming permanent disability from a registered medical doctor must be submitted together with this bid.*
- *In order to be awarded points for no franchise (black ownership), the bidder must have had no franchise prior to the introduction of the 1983 and 1993 Constitutions.*

19.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:

19.1 Bidders claiming preference points are required to complete and sign the Preference Points Claim Form (i.e. SBD 6.1) in order to be considered for the allocation of preference points.
19.2 The Department may, before a bid is adjudicated or at any time during the bidding process or contract period, 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.
19.3 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
19.4 The Department reserves the right to negotiate with the shortlisted Bidders prior to award and with the successful Bidder/s post award based on market conditions.
19.5 Bids submitted through facsimile or e-mails will not be accepted.
19.6 No bids will be considered if submitted after closing time.
19.7 The Department reserves the right to award the bid to more than one bidder, or not to award it at all.
19.8 The department will not award a contract to a bidder whose tax affairs are not in order.
19.9 Bidders must be registered in the Central Supplier Database (CSD). If not registered, bidders must ensure that they are registered before submitting their bids. Supplier registration may be performed online at the National Treasury's website, www.treasury.gov.za. The Department will not award a bid to a bidder that is not registered on the CSD.
19.10 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 condition of contract.

20.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: -

20.1 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.
20.2 All parties must be registered on Central Supplier Database (CSD).

21.DISCLAIMER

21.1 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.

21.2 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).

MR. M MACHEMBA
HEAD OF DEPARTMENT
DATE: 03/11/2026

41

1. EXPECTED DELIVERABLES AND OUTPUTS

1.1. *CLEANING OF BUILDINGS GENERALLY*

i) **Provide, install and maintain:**
- Soap dispenser and Soap refill in each Toilet block. Material for dispensers must be white PVC.
- Sanitary pad bin for each toilet cubicle of females.
- Rodent bait stations for the contract period at facility complex

ii) **All the dispensers will remain the property of the department at the end of the contract.**

1.1.1 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 window sills 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 as specified in clause 2.1, refuse-bins and waste-paper baskets shall be washed.
v) Dusting and wiping with a damp cloth balustrades.
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 the office of Centre Manager 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 Facilities Manager.
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 sand-boxes 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. 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.

xvi) Maintenance of hand dryer by the bidders in each block of ablutions in a dispenser. Supply 1 pack of paper towel per official per month.

1.1.2 Weekly tasks

i) Removal of weeds, on paved areas and in flower beds, and spraying of weed killer on all paved areas in summer.
ii) Cleaning of all windows and glass doors in the buildings and main entrance (where applicable).
iii) All wooden furniture shall be polished with an approved wax furniture polish.
iv) 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.
v) Supply and periodically service of She` Bins (Weekly) throughout the contract period by the bidder (each cubicles of female toilet
vi) Refuse-bins and waste-paper baskets shall be washed and disinfected.
vii) Water-filters shall be washed out thoroughly with water and with an acceptable cleansing agent and well rinsed **twice a week**
viii) Installation and Supply of disinfectant sanitary spray by the bidder each cubicle.
ix) Refilling of soap, handwash, hand lotion dispenser.
x) Remove, Disinfect and replenish she bins.
xi) The bidder must provide hand liquid soap and hand cream in each block of ablutions.
xii) Cleaning of GG vehicles.

1.1.3 Twice a month

i) All brass on doors and window frames shall be polished with an approved polish twice a month.
ii) Grass cutting in summer.
iii) Store-rooms shall be cleaned fortnightly, all empty containers and rubbish removed under the supervision of an official of the Department.
iv) Removal of weeds, on paved areas and in flower beds, and spraying of weed killer on all paved areas in winter.

1.1.4 Monthly tasks

i) The inside and outside of all window panes and sills shall be washed monthly.
ii) The bidder will supply his own ladders, crane 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 window sills, 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.
vii) All shelves on which files are kept, and also on top of shelves, shall be thoroughly dusted once a month.

viii) Strong-rooms shall be cleaned

ix) The single floor buildings to be cleaned once a month and multi floor building to be cleaned once in three months.

x) Grass cutting and trimming monthly including pruning trees, bushes and shrubs in summer and winter.

xi) Grass cutting and removing rubble outside the premises 2 meters from the perimeter fence, it should be conducted in summer and winter.

xii) Servicing of swimming pools at regular intervals as per manufacturers instruction,

1.1.5 Half yearly tasks (within the first month of the contract and after every six months)

(i) All curtains, pelmets and blinds shall be thoroughly washed and dry.

(ii) Gutters and down pipes cleaning inside and outside using high pressure equipment. Special safety equipment must be provided by Bidder. Adherence to safety standards for both employees of the Department and staff of the bidder.

(iii) All upholstery blinds and curtains will be washed and dry.

(iv) All partitions, dividing walls, plastered and painted walls and walls coated with a resin-bonded finish e.g. "Spectrum", shall be washed.

(v) Deep wash and dry cleaning carpets, rugs and door mats must be done half yearly (only on weekends) after consultation with the responsible official.

1.1.6 Quarterly tasks

i) Fumigation/Pest control of Ants, Bats, Mice, Lice, Cockroaches, Crawling Insects, Rodents, Dust Mites, Fleas, Flies, Moths, Mosquitoes, Rats, Spiders, Silverfish, Wasps and any other insects must be done. Particularly rodents and snake prevention control. All safety measures must be adhered in terms Occupational Health and Safety Act & Regulations. The fumigation and pest control must be conducted by a competent service provider registered with South African Pest Control Association (SAPCA). All fumigation must be conducted only after hours or during the weekends. Fumigation must be done using chemicals that are not harmful to human nature.

ii) The bidder is to install and maintain the rodent stations for the contract period at the site. Bait stations are to be clearly marked and numbered on wall above (eye level) with suitable placard/material. Provide a pest control programme for the eradication of rats and mice (this is to include all carcasses excrement and debris). Valid Certificate of registration and Identity document of pest controller who will be carrying out the work.

(a) Waste management

i) The bidder shall collect all the refuse containers on the days on which such a service is carried out and place them at a central point convenient to the local authority for effecting their removal. Should any debris be left after collection this must be immediately cleared. If there are no

arrangements with the local municipality, the bidder must dispose the refuse, depending on quantity, twice a week.

ii) The temporary waste storage area must be kept in neat and tidy conditions at all times and under all weather conditions to avoid nuisance, odours and vermin. Bins must not overflow and no waste maybe stored outside of bins. Where waste is not collected at the expected timeframe, timeously notify the relevant authority to manage the situation from becoming a health hazard. In the event of disruption of services by local municipality service provider must provide arrangements to remove waste twice a week in the waste management areas. Sanitary waste must never be disposed where general waste is disposed. The temporary waste storage area must be disinfected monthly by the successful bidder with disinfectant agent that is not harmful to the environment including animals and plants.

(b) General

Computers, photocopiers, and other sophisticated equipment will be cleaned by the staff member/end user of the Department.

45

ANNEXURE B: DETAILS OF THE CENTRE

Name of Building/Office	Square metres	No. of Officials	No. of Children	Toilets	Kitchen
Protea Child and Youth Care Centre	2000 m²	35	50	17	1

PHYSICAL ADDRESS OF INSTITUTION AND CONTACT DETAILS

District	Name of Institution	Address	Contact Person & Numbers
Nelson Mandela Metropole	**Protea Child and Youth Care Centre**	Blackthorn Avenue Forest Hill , Port Elizabeth	Mrs. K. Swartbooi Tel : 0769219800

46

ANNEXURE C: PRICE SCHEDULE (vat included)

i) CLEANING SERVICE OF BUILDINGS (SQUARE METRE COST TO INCLUDE GROSS MATERIALS, UNIFORMS, TRANSPORT AND ADMIN OVERHEAD COSTS)

Name of Building/Office	Square metres	Price per Square metre per month	Total Price per month	Total price for office cleaning for first 12 months
Protea Child and Youth Care Centre	2000 m²			
Total price for cleaning costs for first 12 months				

ii) LABOUR COSTS

Name of Building/Office	Number of cleaners	Price per cleaner per month	Total Price for labour costs per month	Total price for labour costs for first 12 months
Protea Child and Youth Care Centre	3			
	1 Supervisor			
Total price for labour costs for first 12 months				

iii) SUPPLY & DELIVERY OF TOILET PAPER

Name of Building/Office	No. of Officials and visitors	No. of rolls per person per month	Total number of rolls for 12 months	Price per month	Total price for toilet paper for first 12 months
Protea Child and Youth Care Centre	35 Officials	3	1260		
	50 Children	4	2400		
	30 Visitors	1	360		
Total price for toilet paper for first 12 months					

iv) CLEANING OF VEHICLE – WEEKLY CLEANING

Name of Building/Office	No. of GG Vehicles	Price per GG vehicle per month	Total Price for cleaning of GG vehicles first 12 months
Protea Child and Youth Care Centre	01		
Total Price for cleaning of GG vehicles for first 12 months			

v) SANITARY AND HYGIENIC (HAND SOAP , HAND CREAM REFILL)

Buildings	Description	Qty	Price Per Month	Total Price for sanitary material for first 12 months
Protea Child and Youth Care Centre				
	Hand Soap refill 800ml	4		
	Hand cream 500ml	4		
Total Price for Sanitary and Hygienic services first 12 months				

vi) SANITARY AND HYGIENIC SERVICES (SERVICING SHE BINS)

Buildings	Description	Qty	Price Per Month for service	Total Price for sanitary material for first 12 months
Protea Child and Youth Care Centre				
	Sanitary pad bins	4		
Total Price for Sanitary and Hygienic services first 12 months				

vii) RODENT BAIT STATIONS, SERVICES AND MONITORS (SERVICING)

Name of Building	Rodent Bait stations	Price Per Month for service	Total Price for fumigation for first 12 months
Protea Child and Youth Care Centre	15		
Total Price for Rodent Bait Station for first 12 months			

viii) FUMIGATION

Name of Building	Fumigation	Price per service (quarterly)	Total Price for fumigation for first 12 months
Protea Child and Youth Care Centre	2000m²		
Total Price for Fumigation services for first 12 months			

ix) GARDENING SERVICES

Name of Building/office	Square metres (Estimated)	Price per month	Total Price for Gardening Services for first 12 months
Protea Child and Youth Care Centre	3.1096 Ha		
Total Price for Gardening Services for first 12 months			

x) SWIMMING POOL SERVICES

Name of Building/office	Number of swimming pools	Price per month	Total Price for Pool Services for first 12 months
Protea Child and Youth Care Centre	1		
Total Price for Pool Services for first 12 months			

xi) SUMMARY OF PRICE FOR 12 MONTHS

Item	Quantity	Price per month	Total price for 12 months
Cleaning services (material and equipment)	2000 m²		
Number of cleaners	4		
Hand Soap refill 800ml	4		
Hand cream refill 500ml	4		
Sanitary pad bins (Maintenance and Servicing She Bins)	4		
Toilet rolls	4020		
Cleaning of GG vehicles	01		
Rodent Bait Stations : (including servicing and monitoring registers)	15		
Gardening services	3.1096 Ha		
Swimming pool	1		
Fumigation	2000 m²		
	SUBTOTAL		
	VAT		
	GRAND TOTAL		

xii) SUMMARY: (TOTAL FOR ALL THE ABOVE COSTS)

Year	Total cost per month (Excluding VAT)	VAT	Total cost per month (including VAT)	Total cost per annum (Including VAT)
1				
2				
3				
SUB TOTAL				

xiii) ONCE OFF SUPPLY AND INSTALLATION OF DISPENSERS

Buildings	Description	Qty	Unit Price (Once off)	Total Price (Once off)
Protea Child and Youth Care Centre	Hand Soap dispenser 800ml	4		
	Sanitary pad bins	4		
	Rodent stations	15		
	Hand cream dips. 500ml	4		
			SUBTOTAL	
			VAT	
			TOTAL (ONCE OFF)	

TOTAL FOR 3 YEARS (As per Table xii): R.....

ONCE OFF SUPPLY AND INSTALLATION OF DISPENSERS (As per Table xiii) R.....

GRAND TOTAL FOR 3 YEARS: R.....

Name of bidder: _____

Contact person: _____

Sign: _____

Designation: _____

Date: _____

ANNEXURE D: LIST OF REFERENCES

	Size of the contract			Duration of the contract		Contact details of the company		
Company Name	Square metres	Value	No. of cleaners & supervisors used	Start	End	Contact Person	Contact No.	Years of experience in the cleaning industry

Sign: _____

Name: _____

Date: _____

Designation: _____

ANNEXURE E: FINANCIAL PARTICULARS

This schedule must be completed by the bidder and submitted together with the bid. If this requirement is not complied with in full the bid will be considered invalid

	FINANCIAL POSITION OF BIDDER
	I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount as indicated in the completed Pricing Schedule (Annexure C) . I / we attach a letter from the financial Institution confirming the availability of financial resources. I / we hereby give the Department of Social Development permission to contact the financial institution stated below to verify the information given above.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

NAME OF BIDDER: _____

BID NUMBER: _____

SIGNATURE (OF BIDDER): _____

NAME IN CAPITALS: _____

DATE: _____