Transport Education Training Authority

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INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*TRANSPORT EDUCATION TRAINING AUTHORITY*)					
BID NUMBER:	**TETA26/FIN/0008/CLEANING SERVICES**	CLOSING DATE:	**21 JANUARY 2027**	CLOSING TIME:	**11:00**
DESCRIPTION	**REQUEST FOR THE APPOINTMENT OF SUITABLE SERVICE PROVIDER/S TO PROVIDE CLEANING, GARDENING, PEST CONTROL AND HYGIENE SERVICES TO TETA, RANDBURG UNTIL 31 MARCH 2030.**				
VALIDITY PERIOD	**NINETY (90) DAYS AFTER THE CLOSING DATE**				
COMPULSORY BRIEFING SESSION	**DATE: 09 DECEMBER 2026 (COMPULSORY)** **TIME: 11H00**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
344 PRETORIA AVENUE					
FERNDALE					
RANDBURG					
2194					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**SCM SPECIALIST**	CONTACT PERSON	**SCM SPECIALIST**
TELEPHONE NUMBER	**011 – 577 7055**	TELEPHONE NUMBER	**011 – 577 7055**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	tenders@teta.org.za	E-MAIL ADDRESS	**tenders@teta.org.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
	CODE		NUMBER	
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]

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	☐ Yes ☐ No		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

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PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……

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SCHEDULE 1

INVITATION TO BID - SBD 1 (pp 1-3) PLUS GENERAL INFORMATION BELOW (pp 4-15)

1 CONFIDENTIAL INFORMATION DISCLOSURE NOTICE

1.1 This document may contain confidential information that is the property of the TRANSPORT EDUCATION and TRAINING AUTHORITY (TETA).

1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from TETA.

1.3 All copyrights and Intellectual Property herein vests with TETA

2 INTRODUCTION

2.1 Purpose

2.1.1 The purpose of this Request for Bid (RFB) is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions or services as detailed under **Schedule4**: Specification or Terms of Reference

2.2 Objectives

2.2.1 The following objectives must be achieved with the implementation of the above required solution:

- The rendering of the required services as per the terms of reference.
- Compliance with all relevant legislations and regulations.
- Signing of the Service Level Agreement (SLA) and Contract with TETA.

2.2.2 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria TETA intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) with such successful bidder. The Bid will be evaluated in terms of the **PPPFA 80/20** preferential points system.

2.3 Queries

2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, **in writing**, to the contact person(s) listed below. Under no circumstances may any other employee within TETA be approached for any information. Any such action might result in a disqualification of a response submitted in competition to the RFB. TETA reserves the right to place responses to such queries on the website.

SCM SPECIALIST	Telephone	(011) 577 7027
	E-mail	tenders@teta.org.za

3 DEFINITIONS

3.1 Transport Education and Training Authority [hereinafter referred to as "TETA"] was in terms of the provisions of the Skills Development Act (Act No. 97 of 1998), established as a SETA in March 2000, together with other 24 SETA's by the Minister of Labour. The establishment of TETA has enabled the long standing need for a mechanism that can provide skills in the transport industry.

3.2 TETA exists to ensure that the provisions of the Skills Development Act are implemented and complied with as contemplated by the Act, and to develop and improve skills in the transport sector under the auspices of the Department of Transport. TETA is required to promote facilitate, monitor and research education and training in the Transport Sector.

3.3 **"Acceptable Bid"** - *means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.*

3.4 **"Act" –** means the Preferential Procurement Policy Framework Act (Act No. 5 of 2000).

3.5 **"Agent" –** means a person mandated by another person ("the principal") to do business for and on behalf of or to represent in business transaction, the principal, and thereby acquire rights for the principal against an organ of state and incur obligations binding the principal in favour of an organ of state.

3.6 **"Bid"** - means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.

3.7 **"Bidders"** - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by TETA to submit a bid in response to this bid invitation.

3.8 **"Client"** - means internal and external customers that participate in TETA registration processes.

3.9 **"Comparative Price"** - means the price after deduction or addition of non-firm price factors, unconditional discounts, etc.

3.10 **"Consortium"** - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.

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3.11 **"Disability"** - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

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3.12 **"Firm Price" -** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.

3.13 **"Goods"** – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to TETA or TETA's delegate by the successful vendor in terms of this bid.

3.14 **"Historically Disadvantaged Individual" (HDI) -** means a South African citizen:

3.14.1 Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983, (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (the Interim Constitution); and/or;

3.14.2 who is a female; and/or

3.14.3 who has a disability;

3.15 *provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution is deemed not to be an HDI.*

3.16 **"Internal Collaboration" -** *means collaborative arrangements within a group of companies or within various strategic business units/subsidiaries/operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.*

3.17 **"Joint Ownership"** - *(also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.*

3.18 **"Joint Venture" - (Project)** *means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.*

3.19 **"Management"** - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

3.20 **"Non-firm Price(s)"** - means all price(s) other than "firm" price(s).

3.21 **"Organ of State"** - means a constitutional institution defined in the Public Finance Management Act, Act 1 of 1999.

3.22 **"Person(s)"** - refers to a natural and/or juristic person(s).

3.23 **"Rand Value"** - means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.

3.24 **"Successful Vendor"** - means the organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid.

3.25 **"Prime Vendor"** – means any person (natural or juristic) who forwards an acceptable proposal in response to this RFB with the intention of being the main contractor should the proposal be awarded to him/her.

3.26 **"Vendor Agent"** - means any person mandated by a prime vendor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime vendor and thereby acquire rights for the prime vendor or consortium/joint venture against TETA or an organ of state and incur obligations binding the prime vendor or consortium/joint venture in favour of TETA or an organ of state.

3.27 **"SMME"** – bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).

3.28 **"Service Partners"** - means any successful vendor who is awarded the proposal or who entered into an agreement with TETA and/or its clients to offer consulting services in areas such as but not limited to, strategic e-business consulting, evaluation, implementation and continuous improvement or system integration.

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3.29 **"Support Partners"** - means any successful vendor who entered into partnership agreement with TETA and/or its clients for the provision of support services to a specific solution**.**

3.30 **"Sub-Contracting" -** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.

3.31 **"Trust" -** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

3.32 **"Trustee" -** means any person, including the founder of a trust, to whom property is bequeathed in order *for such property to be administered for the benefit of another person*.

4 GENERAL RULES AND INSTRUCTIONS

4.1 Confidentiality

4.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.

4.1.2 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

4.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of TETA (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

4.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent TETA's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, TETA shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

4.1.5 Any documentation, software or records relating to confidential information of TETA, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

4.1.5.1 shall be deemed to form part of the confidential information of TETA;

4.1.5.2 shall be deemed to be the property of TETA;

4.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and

4.1.5.4 shall be surrendered to TETA on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

4.2 **Preferential Procurement Reform**

4.2.1 TETA supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, TETA insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

4.2.2 TETA will apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal.

4.2.3 Vendors shall submit the "Broad-Based Black Economic Empowerment Status Level Certificates" as part of this proposal. In the case of a consortium and sub-contractors, the preference certificate must be completed for each legal entity.

4.3 **Language**

4.3.1 Bids shall be submitted in **English**.

4.4 **Gender**

4.4.1 Any word implying any gender shall be interpreted to imply all other genders.

4.5 **Formal contract**

4.5.1 This RFB, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalised between TETA and the enterprise(s) to whom TETA awards the bid in whole or in part.

4.5.2 A mere offer and acceptance shall not constitute a formal contract of any nature for any purpose between TETA and any vendor.

4.6 **Instructions for the submissions of a proposal**

4.6.1 **ONE (1)** original copy and **ONE (1)** electronic (Virus Free USB) copy of the bid **Technical submission** shall be submitted on the date of closure of the Bid.

4.6.2 The original copy **MUST BE SIGNED** by an authorised employee, agent or representative of the bidder.

4.6.3 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

4.6.4 Bids must be submitted in a prescribed response format herewith reflected as Response Format, and be sealed in an envelope.

4.6.5 Bids must be deposited into the tender box at reception on or before **21 JANUARY 2027** not later than 11h00.

4.6.6 All Bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date and stipulated time.

4.6.7 Bids received after the time stipulated will not be considered.

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4.6.8 Bid responses sent by post or courier must reach this office at least 36 hours before the closing date to be deposited into the proposal box. Failure to comply with **par. 4.6.6** will result in your proposal being treated as a "late proposal" and will not be entertained. Such proposal will be returned to the respective vendors.

4.6.9 No proposal shall be accepted by TETA if submitted in any manner other than as prescribed above.

5 RESPONSE FORMAT (VERY IMPORTANT)

5.1 Vendors shall submit response in accordance with the response format specified below. Failure to do so will result in rejecting the vendor's response. No referrals may be made to comment. Failure to comply will result in the vendor being penalised.

5.2 **Schedule Index:**

5.2.1 **Schedule 1**: Invitation to Bid – SDB 1 (pages 1-3) plus General information: Pages 4 – 15 of this RFB document
5.2.2 **Schedule 2 :** Important conditions
5.2.3 **Schedule 3** : Bidding Commitment
5.2.4 **Schedule 4** : Terms of Reference
5.2.5 **Schedule 5** : General Conditions of Contract (GCC)
5.2.6 **Schedule 6** : Non-Collusion Form
5.2.7 **Schedule 7 :** Company Profile
5.2.8 **Schedule 8 : Proposed Work Plan**
5.2.9 **Schedule 9** : **Methodology and Approach**
5.2.10 **Schedule 10 : Confirmation of Staff Benefits**
5.2.11 **Schedule 11** : **Compliance Certificate with Unemployment Insurance Fund (UIF)**
5.2.12 **Schedule 12 : Letter of good standing issued by Department of Labour on Compensation of Injuries and Diseases Act (COIDA)**
5.2.13 **Schedule 13 : Proof of Insurance**
5.2.14 **Schedule 14 : Employment Equity (EE) Compliance Certificate**
5.2.15 **Schedule 15 : Reference Letters by the Company**
5.2.16 **Schedule 16 : Bidders Experience**
5.2.17 **Schedule 17 : Experience of the Supervisor**
5.2.18 **Schedule 18** : Preference points claim forms (SBD6.1) and B-BBEE Certificate
5.2.19 **Schedule 19 :** Tax Clearance Requirements
5.2.20 **Schedule 20 :** Declaration of Interest (SBD4)
5.2.21 **Schedule 21** : Pricing Schedule and SBD 3.3 (Schedule 21 and 22)
5.2.22 **Schedule 23 :** Compliance Checklist of returnable documents by the Bidder

6 BID PREPARATION

6.1 All additions to the bid proposal documents, i.e. annexes, supporting documentation, pamphlets, photographs, technical specifications covering equipment and/or services to be offered, shall be neatly bound as part of the schedule concerned.

6.2 All responses with questions posed on this bid documents shall be answered in accordance with the Response Format of this RFB.

7 ORAL PRESENTATION AND BRIEFING SESSIONS

7.1 Bidders who submit bid offers in response to this RFB may be required to give oral presentations, which may include, but not limited to, an equipment / service demonstration of their proposal to TETA.

7.2 This provides an opportunity to the vendor to clarify or elaborate on the proposal.

7.3 A Compulsory briefing session will be held on the **09 December 2026, at 11h00. Venue: 344 PRETORIA AVENUE, TETA HOUSE, RANDBURG.**

7.4 Questions to be forwarded to this email address tenders@teta.org.za and cut-off date for queries is **Monday, 18 January 2027** end of business day.

8 SPECIAL CONDITIONS OF CONTRACT/BID

Bidders shall provide full and accurate answers to all including mandatory questions posed in this document, and, are required to explicitly state either "Comply/Accept (with a √)" or "Do not comply/Do not accept (with an X)" regarding compliance to the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

8.1

The laws of the Republic of South Africa shall govern this RFB and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	**Accept**	**Do not accept**

8.2

TETA will not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response will be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	**Accept**	**Do not accept**

8.3

TETA may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty-four **(24) hours** after the request has been made, otherwise the proposal may be disqualified.	**Accept**	**Do not accept**

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8.4

In the case of Consortium, Joint Venture or Sub-contractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	**Accept**	**Do not accept**

8.5

In the case of Consortium, Joint Venture or Sub-contractors, all bidders are required to provide mandatory documents as stipulated in schedule 4 (TOR).	**Accept**	**Do not accept**

8.6

TETA reserves the right to cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	**Accept**	**Do not accept**

8.7

By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	**Accept**	**Do not accept**

8.8

TETA reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	**Accept**	**Do not accept**

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8.9

The bidder should not qualify the proposal with own conditions. **Caution:** If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response will be declared invalid.	**Accept**	**Do not accept**

8.10

Should the bidder withdraw the proposal before the proposal validity period expires, TETA reserves the right to recover any additional expense incurred by TETA having to accept any less favourable proposal or the additional expenditure incurred by TETA in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.	**Accept**	**Do not accept**

8.11

Delivery of and acceptance of correspondence between TETA and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents will be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	**Accept**	**Do not accept**

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8.12

Should the parties at any time before and or after the award of the proposal and prior to, and or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. TETA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that TETA reserves the right to award the same proposal to next best bidders as it deems fit.	**Accept**	**Do not accept**

8.13

In the case of a consortium or JV each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	**Accept**	**Do not accept**

8.14

Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, signed by TETA signatory and added to this RFB as an addendum.	**Accept**	**Do not accept**

8.15

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	**Accept**	**Do not accept**

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8.16

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	**Accept**	**Do not accept**

8.17

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	**Accept**	**Do not accept**

8.18

Evaluation of Bids will be performed by an evaluation panel established by TETA. 80 points will be allocated to Price and 20 points to Specific Goals (as per PPPFA Regulations 2022).	**Accept**	**Do not accept**

8.19

TETA will not be held liable for any expenses incurred by vendors, in preparing and submitting the proposal.	**Accept**	**Do not accept**

8.20

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	**Accept**	**Do not accept**

8.21

The bidders' response to this BID, or parts of the response, will be included as a whole or by reference in the final contract.	**Accept**	**Do not accept**

8.22

Should the evaluation of this bid not be completed within the validity period of the bid, TETA has discretion to extend the validity period.	**Accept**	**Do not accept**

8.23

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	**Accept**	**Do not accept**

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SCHEDULE 2

IMPORTANT CONDITIONS

1. The bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished on the enclosed questionnaire or in a separate annexure.
2. The bid forms should not be retyped or redrafted. Offers made in any other manner may be disregarded.
3. Should bid forms not be filled in by means of mechanical devices, for example typewriters, **ink, preferably black, must be used to fill in bid forms.**
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
5. In terms of the General Conditions of Contract and Order, firm bid prices and delivery periods are preferred. Consequently bidders shall clearly state whether or not prices will remain firm for the duration of the contract.
6. If non-firm prices are bided, the General Conditions of Contract and Order shall apply.
7. The bid prices shall be given in the units shown on the cost breakdown in the Pricing Schedule.
8. All prices shall be quoted in South African Currency and VAT inclusive.
9. Unless specifically provided for in the bid document, no bids transmitted by telegram, telex, facsimile, e-mail or similar apparatus shall be considered.
10. If a Consortium or Joint Venture or Sub-contractor, a **SARS PIN / CSD Supplier Number** must be submitted for each member.
11. Entities biding as a consortium or joint venture must clearly indicate percentage participation that each entity is contributing to this bid. A signed Joint Venture Agreement must accompany the submission.
12. TETA reserve the right not to appoint any bidder for this bid.
13. The service providers must address each of the requirements as stated in the KEY DELIVERABLES and must be able to provide the stated outputs.
14. TETA will not be liable for any cost incurred in the preparation of the service providers' proposal.
15. All information provided by TETA is strictly confidential.
16. Service providers are not allowed to discuss or make any information available to any members of the public, press, other bidders or any other unauthorized person(s) except as authorized by CEO of TETA or her delegate.
17. Any false declaration of information will result in the exclusion of the appointment as service providers for TETA.
18. TETA reserves the right to discontinue the work at any given time in consultation with the service provider.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE CONTRACT AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. (REFER TO SCHEDULE 5 FOR GCC AND SCHEDULE 1 FOR SCC)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING DISQUALIFIED)

Transport Education Training Authority
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COMPANY NAME ……

POSTAL ADDRESS ……

STREET ADDRESS ……

TELEPHONE ( ) ……NUMBER……

CELLPHONE NUMBER ……

FACSIMILE ( )……..NUMBER……

VAT REGISTRATION NUMBER ……

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)? YES/NO

PROOF OF SHAREHOLDINGS IN THE COMPANY CIPC DOCUMENTS (CoR 39.)

YES/NO

…… (IF YES ENCLOSE PROOF)

Transport Education Training Authority

Driven by Vision

SCHEDULE 3

BIDDING COMMITMENT

1. I / We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Government of the Republic of South Africa on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I / We agree that –

   (a) the offer herein shall remain binding upon me/us and open for acceptance by the Department during the validity period indicated and calculated from the closing time of the bid;

   (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Bid, Contract and Order with which I am/we are fully acquainted;

   (c) the state may, without prejudice to its other rights, agree to the withdrawal of my/our bid, or cancel the contract that may have been entered into between me/us and the state if:

      (i) I / we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance

      (j) fail to fulfil the contract when called upon to do so;

   (d) Should additional expenses occur by reason of my / our default, the state shall also have the right to recover such additional expenditure by set-off against moneys which may be due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other contract;

   (e) If my / our bid is accepted the acceptance may be communicated to me/us by registered post and the **SA Post Office Ltd** shall be regarded as my / our agent, and delivery of such acceptance to **SA Post Office Ltd** shall be treated as delivery to me/us; and

   (f) The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose a physical (street) address in the Republic (full address of this place)

      ……..

      ……..

3. I / We furthermore confirm that

   - I / we have satisfied myself/ourselves as to the correctness and validity of my/our bid;

   - that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents;

   - that the price(s) and rate(s) cover all my/our obligations under a resulting contract and

   - that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk

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4. I / We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfilment of this contract.

5. I / We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

6. I / We declare that I/we have not been involved in negotiations with any person or company for the purpose of influencing the bid price(s) of the supplies/services described in the attached documents.

7. Are you duly authorised to sign the bid? ***YES / NO**

8. Has the Declaration of Interest been Completed and included with the other bid forms? ***YES / NO**

* Delete whichever is not applicable

Note: Failure on the part of a bidder to sign this form (BID COMMITMENT) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the bid.

SIGNATURE(S) OF BIDDER OR ASSIGNEE(S) …….. DATE…….

Please complete the following in block letters	
Capacity and particulars of the authority under which this bid is signed:	
Name of Bidder	
Postal Address	
Telephone numbers (Toll free if Applicable)	
Facsimile number (s) / Fax number	
Bid number	
Name of contact person	

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SCHEDULE 4

SPECIFICATION GOODS AND SERVICES REQUIRED / TERMS OF REFERENCE

1. THE BACKGROUND AND PROGRAMME OVERVIEW

The Transport Education and Training Authority (TETA) was established in terms of section 9 of the Skills Development Act 97 of 1998, as amended. The primary mandate of TETA are, *inter alia*, to implement its Sector Skills Plan through development and promotion of learning programmes.

The TETA is committed to facilitating and ensuring that through the National Skills Development Plan 2030, South Africa will have a pool of highly skilled, competitive and competent people trained in the various facets of the transport sector, namely,Rail, Aerospace, Maritime, Road Freight, Road Passenger, Taxi, Freight Handling and Forwarding & Clearing to address the country's skills shortage and demand for Sector priority occupations.

According to section 8(1) of the Occupational Health and Safety Act, Act, 1993 (Act no. 85 of 1993), as amended, an organisation is required to provide as far as reasonably practicable, a working environment that is safe and without risk to the health of its employees.

The TETA is therefore embarking on a process of sourcing a service provider to render cleaning, gardening, pest control and hygiene services to its building at 344 Pretoria Avenue, Randburg from 01 April 2027 to 31 March 2030.

The successful bidder will be required to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and regulations as amended, which includes, but not limited to:

- Safety procedure with regard to equipment, stepladders and machinery.
- Procedure with regard to reporting injury on duties.
- Procedure with regard to identifying safety risk and resolving safety risk in workplace as required by law.

2. PURPOSE

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The TETA seeks to enter into an agreement with a competent cleaning services provider for the provision of cleaning, gardening, pest control and hygiene services to TETA Randburg office from 01 April 2027 to 31 March 2030.

The TETA requires a comprehensive Cleaning Management service provider for its premises at TETA Randburg offices.
The services required include:

- Cleaning Services;
- Gardening Services;
- Pest control; and
- Hygiene services

The Cleaning Company will be expected to ensure that the most cost effective and practical means of Cleaning are applied at all times based on TETA policies and prevailing Treasury Regulations, and the National Contract Cleaners Association.

3. DAMAGE COMPENSATION

The service provider will be held responsible for any damage or theft by its employees or due to their neglect whether in the normal execution of their duties or otherwise.

4. DAMAGE TO TETA PROPERTY

In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the cleaning service, the service provider undertakes to rectify/repair the damage immediately after notification by the SCM Unit and/or Facilities Management. If the service provider fails to act after notification, TETA will rectify the damages and costs will be recovered from the service provider.

5. CONSUMABLES & RELATED FACILITIES

TETA shall provide water, electricity, storeroom for cleaning materials & equipment and changing area. The cost of the cleaning consumables, chemicals, detergents and disinfectants, PPEs/uniform for Cleaners shall be for the account of the service provider. The service provider must also supply and replenish anti-splash urinal sanitizers to all urinals, which should last for 30 days and the cost thereof must be incorporated in the monthly costs.

6. SPECIFICATION OF CONTRACT

6.1 Supervision

At least one competent fully trained and experienced supervisor is required, to be part of the team required. The supervisor will conduct daily inspections to ensure that the cleaning is conducted at the required standard. The supervisor shall do all inspections and ad hoc inspections and at times with a TETA official.

6.2 Operational Activities

TETA requires dedicated cleaning staff compliment of at least not less than the following:

- 1 x Supervisor
- 3 x Cleaners for Offices.
- 1 x Cleaner for bathrooms cleaning and Garden Services

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Dedicated Cleaning Staff will be operating from 07H00-15H00 conducting the following activities:

- Provision and replenishing of consumables
- Manage TETA Garden services and sweeping of paving
- Sweeping of parking lot area
- Supply of Bin Liners (Grey)
- Managing hygiene services

6.2.1 Cleaning and Gardening Services

- Office Areas
- Restrooms
- Garden Areas
- Parking Areas
- Boardrooms

Total Number of Employees	±120
Number of toilets urinals and basins	16
Boardrooms	7
Lifts	1
Floors	3
Building Square Meters	4012.18 m2
Floor Area Square Meters	3621.3 m2

6.2.2 Pest Control Services

- Pest control Spraying once monthly
- For Each Pest Control exercise an accreditation certificate must be provided.
- Bait Boxes at entrances – (Total number of Bait Boxes is +/- 13)

6.2.3 Hygiene Services

- Installation of hygiene equipment
- Monthly supply of hand soap and auto-towel laminated and 2 PLY toilet papers monthly
- Auto-air freshener for bathrooms and boardrooms
- Servicing and refilling of equipment monthly
- Maintenance and replacement of units as and when required
- Monthly deep-cleaning of basins, toilets, urinals and shower

7. EXPECTED OUTPUTS

The following are the expected outputs:

7.1 Cleaning Services

SERVICE	DESCRIPTION	REQUIREMENT	FREQUENCY
FLOOR MAINTENANCE	CARPETS	• Vacuum cleaning • Washing of carpets • Spot cleaning	• Weekly • Quarterly • Daily
DUSTING	• HORIZONTAL SURFACES • TABLES AND DESKS • HIGH LEDGES AND FITTINGS • VERTICAL SURFACES • WINDOW SEALS/LEDGES • TELEPHONE (wipe, dust and sanitise wet cloth)		• Daily • Daily • Weekly • Weekly • Weekly • Weekly
POLISHING	DESKS, TABLES AND ELEVATOR		• Weekly

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SERVICE	DESCRIPTION	REQUIREMENT	FREQUENCY
WASTE DISPOSAL	WASTE BASKETS	• Empty, clean, remove stains and disinfect • Remove all waste to designated area	• Twice a day • Twice a day
WALLS AND PAINT WORK	FINGER MARKS AND DUST	• Spot clean all low surfaces	• Weekly
GLASS AND METAL WORK	• GLASS DOOR • ALL BRIGHT METAL FITTINGS • GLASS PARTITIONING	• Clean • Polish • Clean	• Daily • Weekly • Daily
ENTRANCE FOYER	ENTRANCES	• Vacuum	• Daily
RESTROOMS (x8)	• BOWLS BASINS • URINALS • MIRRORS • METAL FITTINGS • TOILET ROLL • SOAP DISPENSER • LOTION DISPENSER • TOILET FLOOR	• Clean and sanitise • Clean • Clean • Clean • Fill • Fill • Fill • Clean and disinfect	• Twice daily • Daily • Daily • Daily • Twice daily • Twice daily • Twice daily • Twice daily
STAIRCASES	FIRE ESCAPES	• Clean	• Monthly
WINDOW CLEANING	• INTERIOR WINDOWS • EXTERIOR WINDOWS	• Clean • Clean	• Quarterly • Quarterly
MISCELLLANEOUS	• WOODEN FURNITURE • COVERED FURNITURE • STRONG AND ARCHIVING ROOMS	• Polish • Vacuum • Clean	• Weekly • Monthly • Quarterly
BIN LINERS	• The bidder must supply Bin Liners (Grey / Clear)		

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7.2 Gardening Services

SERVICE	DESCRIPTION	REQUIREMENT	FREQUENCY
Gardening Maintenance	Trimming and Mowing of lawn	• Lawn Mower and Trimmer • Gardening tools (e.g. spade, etc.)	• Twice monthly • Daily

Paving	• Blowing / sweeping of leaves on the paving • Scrubbing of fungus on paving • Tree felling • Chemical for weed removal on paving	• Electric Blower Vacuum • Industrial Scrubbing Brooms • Power Tools for tree felling • Weed Control Chemicals	• Weekly • Ad hoc • Ad hoc • Ad hoc
External Entertainment Area	• Wooden Tables • Garden Umbrellas	• Cleaned • Maintenance of umbrella fabric • Mounting and dismounting of umbrellas	• Daily • Monthly • Daily

7.3 Hygiene Services Rental

QTY	DESCRIPTION
11	Concept / She bins
8	Aerosol Fragrance Unit
7	800 ml soap dispenser
15	Auto sanitizer – Toilet
4	Auto sanitizer – Urinals
11	Seat sanitizer
9	Hand sanitizer Dispenser
7	Auto-paper Cabinet
7	Wall Bins
14	Toilet Roll Holders
48	Toilet Paper 2 Ply – Estimated Monthly Supply 48 X 15
8	Auto Towel Laminated – Estimated Monthly Supply – 8 X 6
13	Auto Sanitizer with 70% Alcohol to be mounted on the wall in all Entrances

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Note:
The successful bidder will be expected to supply, deliver, install, maintain, refill and repair the equipment for the duration of the contract. It should be noted that all equipment installed will remain the property of the successful bidder at the end of contract period. The removal of the equipment should be done within forty-eight (48) hours at the end of contract period.

8. INSURANCE

The service provider must, at his/her own expense take out sufficient insurance against any claims, costs, loss and/or damage following from his/her obligations and shall ensure that such insurance remains operative for the duration of the contract.

9. EVALUATION CRITERIA

This bid will be evaluated in three (3) stages as follows:

- **Stage 1** - Pre-Compliance (Administrative Compliance) Evaluation
  - Administrative Requirements
  - Mandatory Requirements
- **Stage 2** – Quality / Technical Proposal Evaluation
- **Stage 3** - Price and Specific Goals Evaluation

9.1 PRE-COMPLIANCE EVALUATION - (STAGE 1)

After the receipt of bids, Supply Chain Management Unit will conduct administrative compliance of bid submissions based on the following mandatory and administrative requirements:

9.1.1 Mandatory Requirements

Bidders who fail to meet the following mandatory requirements will be disqualified at Pre-Compliance Phase:

Criterion	Requirement
Invitation to bid (SBD 1)	• The form must be completed and signed electronically or in permanent ink.
Bid submission	• Bid documents must be completed in full and all declarations of interest must be signed. For JV or consortium all declarations must be signed by all parties. • **Only one (1) original copy** must be submitted, signed by an authorised representative (s).
Pricing / Costing Schedule	• The bidder must fully complete Pricing Proposal /Costing Schedule and SBD3.3 form electronically or in black ink.
Declaration of Interest (SBD 4)	• The bidder must fully complete and sign the Declaration of interest form electronically or in black ink. • For JV or consortium both parties must complete and sign this declaration, per company.
Experience of the Service Provider / Company	• The bidder must have a minimum of **three (3)** years' experience conducting cleaning, gardening, pest control and hygiene services. The experience will be evaluated from the letters provided and a completed experience schedule. • NB. TETA reserves the right to contact references furnished. • NB: Compulsory completion of the company experience schedule Annexure A and provide reference letters that correspond with the information listed on the experience schedule • NB: Adherence to date format compulsory

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Criterion	Requirement
Reference Letters by Cleaning Company	• The service provider must provide Reference Letter/s demonstrating that the cleaning services were satisfactorily delivered over a period of **three (3)** years or more. • The Reference Letter/s must be signed and in the letterhead of the institution previously serviced, stipulating the following: - Start Date of the contract (Month and Year) - Expiry Date of the contract (Month and Year)
SARS Pin / CSD Supplier Number	• The bidder must submit a SARS Pin with expiry date to assist with verification of Tax Affairs. • If SARS Pin is not submitted provide CSD Supplier Number. • In a case of a JV, both companies' Tax Clearance Certificates or SARS pins must be submitted.
Briefing Session	• The bidder must have attended the Compulsory Briefing Session (Attendance register to be filled in clearly with bidder's details)
Central Supplier Database **Registration**	• The bidder must be registered as a supplier with Treasury on www.csd.gov.za. (Please attach proof)
Proposed Work Plan	• The bidder must submit a Work Plan with human resources allocation to indicate daily project execution per designated area. TETA requires dedicated cleaning staff compliment of at least not less than the following: • 1 x Supervisor • 3 x Cleaners for Offices. • 1 x Cleaner for bathrooms cleaning and Garden Services
Confirmation Letter – Staff Benefits	• The service provider must attach a confirmation letter confirming the following: • Fringe benefits to be offered to their staff members. i.e. Provident Fund, Incentive and UIF. • Compliance with the current National Minimum Wage for Cleaners.

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Criterion	Requirement
Proof of Insurance	• The service provider must, at his/her own expense take out sufficient insurance against any claims, costs, loss and/or damage following from his/her obligations and shall ensure that such insurance remains operative for the duration of the contract. • **NB. Please provide insurance confirmation in the form of policy schedule or signed letter confirming that insurance cover is available.**

9.1.2 Administrative Requirements

As part of the administrative compliance evaluation the bidder must also furnish the following documents:

Criterion	Requirement
Unsigned bid documents	• For any unsigned documents, bidders will be given 48 hours to submit signed documents.
Experience of the Supervisor	• The Supervisor of the entire cleaning, gardening, pest control and hygiene services project must have at least **three (3) years'** experience as a Supervisor in at least one of these areas. NB. The CVs must clearly state the experience and must include the following: ○ Year Started in the institution ○ Year ended in the institution ○ Duties performed per institution
Reference Letters by Cleaning Company	• The service provider must provide Reference Letter/s demonstrating that the cleaning services were satisfactorily delivered over a period of three (3) years or more. • The Reference Letter/s must be **signed** and in the **letterhead** of the institution previously serviced, stipulating the following: - Start Date of the contract (Month and Year) - Expiry Date of the contract (Month and Year) - Date quality of the service rendered (e.g. poor, satisfactory to excellent)

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Criterion	Requirement
B-BBEE Certificate	• Preference Points Schedule (B-BBEE) form SBD 6.1 must be completed and signed. • A certified copy of the B-BBEE Certificate must be submitted (not a certified copy of a copy). • Submit a valid BBBEE Verification Certificate from SANAS Accredited Verification Agency / Registered Auditor approved by IRBA. The Qualifying Small Enterprise (QSE) and Exempted Micro Enterprises (EME) must submit a sworn affidavit stamped and signed by the Commissioner of Oath confirming the Company Annual Total Revenue and level of black ownership. • Failure to submit a valid B-BBEE Certificate will result in a bidder losing preference points. • In a case of a JV, a combined B-BBEE Certificate must be submitted together with a JV Agreement signed by both parties
CIPC Documents	• The bidder must provide certified copies of Company / Close corporation registration certificates issued by CIPC. • Bidders must confirm their company registration with CIPC as TETA will not award any tender to any business that appears on the CIPC List of de-registered businesses.
Joint Venture Agreement	• In a case of a JV, a JV Agreement must be submitted and signed by all parties.
Identity Documents of Directors/Owners or List of Directors	• Certified copies of Directors/Owners Identity Documents OR • List of directors • **NB. Documents are needed to claim for Specific Goals.**
Soft copy of the bid submission	• Over and above the original submission copy, the bidder is required to submit a soft copy of the submission **(Technical Proposal)** in a virus free **Memory Stick.** • **All pricing related information must be submitted in a separate virus free Memory stick.**
Company Profile including HDI status	• The bidder is required to provide company background information materials / Company Profile
General Conditions of Contract/Bid	• The bidder must accept General Conditions of Contract / Bid and provide full and accurate answers posed in this section.
Letter of Authority of Signatory	• The bidder is required to provide a Letter of Authority of Signatory to sign the bid submission, signed and in the company's Letter Head.
Banking Details	• Signed and bank stamped banking details

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Criterion	Requirement
Submission of Compliance Certificate with Unemployment Insurance Fund (UIF)	• The successful bidder must submit valid certified copy of Compliance Certificate with Unemployment Insurance Fund (UIF) issued by the Department of Labour twenty-one (21) days after the commencement of contract. **NB.** Failure to submit a valid Certificate with UIF will result in termination of contract.
Submission of letter of good standing issued by Department of Labour on Compensation of Injuries and Diseases Act (COIDA)	• The successful bidder must submit valid certified letter of good standing issued by Department of Labour on Compensation of Injuries and Diseases Act (COIDA) within twenty-one days upon receipt of the appointment letter. **NB.** Failure to submit a valid letter of good standing will result in termination of contract.
Proof of Insurance	• The successful bidder must, at his/her own expense take out sufficient insurance against any claims, costs, loss and/or damage following from his/her obligations and shall ensure that such insurance remains operative for the duration of the contract.
Submission of Employment Equity (EE) Compliance Certificate	• The Service Provider must submit Employment Equity Act (EEA) Compliance Certificate or a Declaration as conclusive evidence that the service provider meets the requirements of Chapter 2 (all employers) or Chapter 2 and 3 of the EEA (designated employers)

NB: All bidders who pass the Pre-Compliance Evaluation will be further evaluated on Quality Evaluation according to the criteria below:

10. QUALITY EVALUATION – (STAGE 2)

TETA applies the provisions of the **Preferential Procurement Policy Framework Act**, (**Act no. 5 of 2000)** and the **Preferential Procurement Policy Framework Act Regulations of 2022.**

NB. The following values with their meanings will be applied for evaluation purposes:

Values: 1 = Poor 2 = Average 3 = Good 4 = Very Good 5 = Excellent

The scores will be allocated according to the following **EVALUATION MATRIX** for assessment of bids:

Item No.	TECHNICAL EVALUATION:	Weighting

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<table>
<tr><th>Item No.</th><th>TECHNICAL EVALUATION:</th><th>Weighting</th></tr>
<tr><td>1.1 Methodology and Approach</td><td>METHODOLOGY AND APPROACH (20) POINTS

• The service provider/s must address each of the requirements as stated in paragraph 6 of the TOR, and must be able to provide the outputs as per the following:

○ Cleaning and Gardening Service
○ Pest Control
○ Hygiene Services

<table><tr><td>Methodology is detailed and includes all of the elements mentioned above</td><td>Excellent (5)</td></tr><tr><td>Methodology does not include any of the outlined elements mentioned above</td><td>Poor (0)</td></tr></table></td><td>20</td></tr>
<tr><td>1.2 Experience of the Service Provider / Company</td><td>EXPERIENCE – SERVICE PROVIDER (50 POINTS)

• The bidder must have a minimum of three (3) years’ experience conducting cleaning, gardening, pest control and hygiene services for medium to large institutions. The experience will be evaluated from the letters provided and a completed experience schedule.
NB. TETA reserve the right to contact references furnished.

<table><tr><td>5 Years and above</td><td>Excellent (5)</td></tr><tr><td>More than three (3) years to less than five years</td><td>Very Good (4)</td></tr><tr><td>3 years</td><td>Good (3)</td></tr><tr><td>Less than 3 years</td><td>Poor (0)</td></tr></table>
NB. Complete the respective schedule of the Request for Bid (RFB)</td><td>50</td></tr>
<tr><td>1.3 Experience of the Team Leader/Supervisor</td><td>EXPERIENCE OF THE TEAM LEADER/SUPERVISOR (30)
• The bidder must provide detailed CV of Team Leader/Supervisor with the minimum of three (3) years’ experience in the cleaning, hygiene, gardening, and pest control/fumigation services. The CV should include the role and experience in cleaning, hygiene, gardening and pest control/fumigation services.

<table><tr><td>5 Years and above</td><td>Excellent (5)</td></tr><tr><td>More than three (3) years to less than five years</td><td>Very Good (4)</td></tr><tr><td>3 years</td><td>Good (3)</td></tr><tr><td>Less than 3 years</td><td>Poor (0)</td></tr></table></td><td>30</td></tr>
<tr><td></td><td>Total</td><td>100</td></tr>
</table>

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NB: Bidders that score less than 70 points out of 100 points on Quality Evaluation will not be evaluated further on Price and Specific Goals Evaluation.

11. PRICE AND SPECIFIC GOALS EVALUATION CRITERIA (STAGE 3)

11.1.1 Price Evaluation

TETA applies the provisions of the **Preferential Procurement Policy Framework Act, (Act no.5 of 2000)** and the **Preferential Procurement Regulations of 2022.**

Preferential points will be allocated using 80/20 as follows: Criteria	**Points**
Price	80
Specific Goals	
B-BBEE status of level contributor	10
Other Specific Goals (as per table below)	10
Total	**100**

$$\textbf{Ps =80} \left(1-\frac{Pt-P\min}{P\min}\right)$$

Where
Ps = Points scored for price of tender under consideration
Pt = Rand value of tender under consideration
Pmin = Price of lowest acceptable tender

11.1.2 Specific Goals Evaluation

The following Table will be used to allocate the scores as this is an 80/20 bid:

B-BBEE Status Level of Contributor	**Number of Points (80/20)**
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0
Other Specific Goals	**10**
1. Who had no franchise in national elections before 1983 and 1993 Constitutions	3
2. Who is a female	3
3. Who has disability	2
4. Who is young (youth)	2

NB: The bid will be awarded to a bidder who scores the total highest points on Price and Specific Goals Evaluation unless there is a compelling reason not to award the bid to the highest point scorer.

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12. AUDITED ANNUAL FINANCIAL STATEMENTS

The service provider will be providing a service to TETA not a product, and therefore submission of Audited Annual Financial Statement is not a requirement for this TOR.

13. NEGOTIATION

TETA has the right to enter into negotiations with a prospective Service Provider regarding any terms and conditions, including price(s), of a proposed contract.

NB. TETA shall not be obliged to accept the lowest of any quotation, offer or proposal.
TETA issues this bid invitation in good faith, however it reserves the right to:

- Cancel or delay the selection process at any time, without explanation,
- Not to select any of the respondents to this bid invitation, without explanation, exclude certain services, without explanation.
- All bidders will be informed in writing whether they have been successful or not.
- A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties. The designated responsible person of TETA is the Chief Executive Officer or his/her written authorized delegate.

14. DURATION OF THE PROJECT

The prospective service provider will enter into contractual agreement with TETA till 31 March 2030.

15. REPORTING

The service provider will report to the SCM Manager on all aspects of the contract performance.

16. PRICING

The cost must be inclusive of VAT and MUST be itemised for all the required services.

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NB: _TETA reserves the right to accept the proposal wholly or in part (i.e., one or more companies may be appointed)

SCHEDULE 5

GENERAL CONDITIONS OF CONTRACT (GCC)

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.

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

GENERAL CONDITIONS OF CONTRACT

Definitions

1. The following terms shall be interpreted as indicated:

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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 anything 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.

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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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the 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

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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

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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 fulfilment of other obligations stipulated in the contract.

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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

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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.

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24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort

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or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

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SCHEDULE 6

NON-COLLUSION FORM

I, the undersigned

_____

In my capacity as

_____
(insert Sole Owner, Partner, President, Secretary or other title)

of_____
(insert name of the tenderer).

acknowledge that on behalf of the above mentioned tenderer, I submit to TETA, a tender and that all statements of fact in such tender are both true and correct.

I further state that:

Such tender is not made in the interest of or on behalf of any undisclosed Person, Partnership, Company, Association, Organisation or Corporation.

Such tender is genuine and not collusive or a sham.

I have not directly or indirectly by agreement, communication or reference with anyone, attempted to induce action prejudicial to the interest of the TETA, or any other tenderer or anyone interested in the proposed contract.

Prior to the opening and reading out of prices,

a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender

b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said tenderer or anyone else would submit a false or sham tender, or that anyone should refrain from tendering or should withdraw his tender

c. I did not, in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix my tender price or for anyone else to raise or fix any overhead, profit or cost element of his tendered price.

d. I did not directly or indirectly, submit this tender price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any Corporation, Partnership, Company, Association, Organisation, Tender Depository, or to any member or agent thereof, or to any individual or group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at_____ on this the____ day of _____ 2023

_____
Signature of tenderer

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SCHEDULE 7

COMPANY PROFILE

The bidder's company profile must include but not limited to:

Bidder background information materials:

- **Bidder Operating Organisation** – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.
- **Standards** – Include information regarding your firm's utilization of widely known Industry Standards and guidelines, as they apply to your firm, your firm's proposal and proposed hardware assets.
- **Company Contact(s)** – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company's contact person, and for any sub-Contractors.

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SCHEDULE 8

PROPOSED WORK PLAN

- The bidder must submit a Work Plan with human resources allocation to indicate daily project execution per designated area.

TETA requires dedicated cleaning staff compliment of at least not less than the following:

- 1 x Supervisor
- 3 x Cleaners for Offices.
- 1 x Cleaner for bathrooms cleaning and Garden Services

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SCHEDULE 9

METHODOLOGY AND APPROACH

- The service provider/s must address each of the requirements as stated in paragraph 6 of the TOR, and must be able to provide the outputs as per the following

    - o Cleaning and Gardening Service
    - o Pest Control
    - o Hygiene Services

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SCHEDULE 10

CONFIRMATION OF STAFF BENEFITS

- The service provider must attach a confirmation letter confirming the following:
- Fringe benefits to be offered to their staff members. i.e. Provident Fund, Incentive and UIF.
- Compliance with the current National Minimum Wage for Cleaners.

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SCHEDULE 11

SUBMISSION OF COMPLIANCE CERTIFICATE WITH UNEMPLOYMENT INSURANCE FUND (UIF)

- The successful bidder must submit valid certified copy of Compliance Certificate with Unemployment Insurance Fund (UIF) issued by the Department of Labour twenty-one (21) days after the commencement of contract.

NB. Failure to submit a valid Certificate with UIF will result in termination of contract.

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SCHEDULE 12

SUBMISSION OF LETTER OF GOOD STANDING ISSUED BY DEPARTMENT OF LABOUR ON COMPENSATION OF INJURIES AND DISEASES ACT (COIDA)

- The successful bidder must submit valid certified letter of good standing issued by Department of Labour on Compensation of Injuries and Diseases Act (COIDA) within twenty-one days upon receipt of the appointment letter.

NB. Failure to submit a valid letter of good standing will result in termination of contract.

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SCHEDULE 13

PROOF OF INSURANCE

- The service provider must, at his/her own expense take out sufficient insurance against any claims, costs, loss and/or damage following from his/her obligations and shall ensure that such insurance remains operative for the duration of the contract.

- NB. Please provide insurance confirmation in the form of policy schedule or signed letter confirming that insurance cover is available.

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SCHEDULE 14

SUBMISSION OF EMPLOYMENT EQUITY (EE) COMPLIANCE CERTIFICATE

- The Service Provider must submit Employment Equity Act (EEA) Compliance Certificate or a Declaration as conclusive evidence that the service provider meets the requirements of Chapter 2 (all employers) or Chapter 2 and 3 of the EEA (designated employers)

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SCHEDULE 15

REFERENCE LETTERS BY CLEANING COMPANY

- The service provider must provide Reference Letter/s demonstrating that the cleaning services were satisfactorily delivered over a period of **three (3)** years or more.

- The Reference Letter/s must be **signed** and in the **letterhead** of the institution previously serviced, stipulating the following:

  - Start Date of the contract (Month and Year)
  - Expiry Date of the contract (Month and Year)

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SCHEDULE 16

SERVICE PROVIDER EXPERIENCE AND REFERENCES

SERVICE PROVIDER NAME: _____

TOTAL NUMBER OF YEARS OF EXPERIENCE IN SIMILAR ASSIGMENTS: _____

No.	Name of Institution	Project Description	Project Start Date (dd/mm/yyyy)	Project End Date (dd/mm/yyyy)	Name of Reference	Contacts Details of Reference	
						Telephone No.	Email Address
1							
2							
3							
4							
5							
6							
7							

NB. Complete the respective schedule of the Request for Bid (RFB). The experience will be evaluated from the letters provided and a completed experience schedule.

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SCHEDULE 17

SCHEDULE OF SUPERVISOR EXPERIENCE: LIST OF REFERENCES

NAME AND SURNAME OF NOMINATED SUPERVISOR: _____ (Provide one resource)

TOTAL NUMBER OF YEARS OF EXPERIENCE IN CLEANING, HYGIENE, GARDENING AND PEST CONTROL/FUMIGATION SERVICES: _____

No.	Name of Institution	Project Description	Project Start Date (dd/mm/yyyy)	Project End Date (dd/mm/yyyy)	Name of Reference	Contacts Details of Reference	
						Telephone No.	Email Address
1							
2							
3							
4							
5							
6							
7							

NB. Complete the respective schedule of the Request for Bid (RFB) and Experience claimed to be linked to the CV of the Supervisor

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SCHEDULE 18

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – SBD 6.1

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

(a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

(d) Price; and

(e) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	**20**
BBBEE	10
other specific Goals	10
Total points for Price and SPECIFIC GOALS	**100**

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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).

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 **POINTS AWARDED FOR PRICE**

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1 **POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBB-EE Status Level				
1	5	10		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
2	4	9		
3	3	7		
4	3	6		
5	2	4		
6	2	3		
7	1	2		
8	1	1		
Non-compliant Contributor	0	0		
Other Specific Goals	**5**	**10**		
1. Who had no franchise in national elections before 1983 and 1993 Constitutions	2	3		
2. Who is a female	1	3		
3. Who has disability	1	2		
4. Who is young (youth)	1	2		
5. Locally resident enterprise				
6. Enterprise with its Head Office within Gauteng				
	5	**10**		

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DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm……

4.4 Company registration number: ……..

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety

- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

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	…… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME:	……
DATE:	……
ADDRESS:	…… …… …… ……

SCHEDULE 19

TAX CLEARANCE CERTIFICATE REQUIREMENTS - National Treasury's SCM Instruction Note 9 of 2017/18

1. **PURPOSE**

1.1. The purpose of this Treasury Instruction is to provide guidance to accounting officers of departments and constitutional institutions and accounting authorities of public entities listed in Schedule 2 and 3 to the Public Finance Management Act (PFMA), Act No.1 of 1999 on the implementation of the revised South African Revenue Service (SARS) system for the management of tax compliance and the introduction of a revised Standard Bidding Document 1 (SBD 1) to give effect to the tax compliance status system.

2. B**ACKGROUND**

2.1. Government is committed to increasing the degree of compliance with supply chain management prescripts and ensuring that persons conducting or intending to conduct business with the State have no scope to abuse the Supply Chain Management System.

2.2. It is therefore essential to ensure that persons conducting business with the State are tax compliant at the awarding of price quotations or competitive bids. No price quotations or competitive bids shall be awarded to businesses or persons who are not tax compliant.

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2.3. On 18 April 2016, SARS introduced an enhanced tax compliance status system on eFiling aimed at improving tax compliance and making it easier for taxpayers to manage their tax affairs.

2.4. In terms of the legislative requirements, the new tax compliance status impacts on supply chain management processes and documentation as the South African Revenue Service has discontinued the issuance of tax clearance certificates.

2.5. National Treasury issued National Treasury SCM Instruction No. 7 of 2017/2018 wherein approved methods of verifying a bidder's tax compliance status was communicated. Subsequent to the issuance of the aforementioned Treasury Instruction, numerous queries were received from organs of state relating to the interpretation of the following issues:

a) The process followed by SARS to confirm the tax compliance status of foreign bidders prior to award.
b) What time period would be regarded as reasonable for the supplier to rectify their non-compliant status?
c) Whether or not organs of State are required to verify if a directive has been issued by SARS regarding the withholding of payments to suppliers.

2.6. It therefore became necessary to review the National Treasury SCM Instruction No. 7 of 2017/2018 to amend the unclear provisions and to communicate the revised amendments on how SARS will be confirming the tax compliance status of foreign recommended bidders along with the implementation thereof.

3. **Implementation of Tax Compliance Status System**

3.1. In order to comply with the provisions indicated in paragraph 1 above and the condition that successful bidder's taxes must be in order, Accounting Officers and Accounting Authorities of all PFMA compliant institutions must:

a) Designate officials, preferably from the Supply Chain Management Unit, whose function will be to verify the tax compliance status of a bidder on the South African Revenue Service's Tax Compliance Status system housed on eFiling. Guidance on the functionality of the Tax Compliance Status system on eFiling is available on the South African Revenue Service website: www.sars.gov.za.

b) Utilise the SBD 1 issued with this Treasury Instruction when inviting bids;

c) As a bid condition, Accounting Officers and Accounting Authorities must request bidders to register on Government's Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the institution to verify the supplier's tax status on Central Supplier Database;

d) Utilise the tax compliance status Pin or the Central Supplier Database Master Registration Number (MAAA number) to verify the bidder's tax compliance status; and

e) In the case of foreign recommended bidders, with neither South African tax obligation nor history of doing business in South Africa, the foreign recommended bidder's completed SBD 1must be submitted to the South African Revenue Service to issue the Conformation of Tax Obligations letter in terms of 3.6 below.

3.2. The Central Supplier Database and the tax compliance status PIN are the approved methods of verifying the tax compliance status of a bidder. The South African Revenue Services does not issue Tax Clearance Certificates anymore but has introduced an online provision via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

3.3. Accounting Officers and Accounting Authorities are required to accept printed or copies of Tax Clearance Certificates submitted by bidders and to verify their authenticity on the eFiling. The verification result recorded as per 2.1 of this Treasury instruction must be filed for audit purposes.

3.4. Where a bidder does not submit a tax compliant status PIN but provides a Central Supplier Database Number, Accounting Officers and Accounting Authorities must utilise the Central Supplier Database Number via the Central Supplier Database website www.csd.gov.za to access the supplier records and to verify the bidder's tax compliance status. A printed screen view at the time of verification must be attached to the Supplier's records for audit purposes.

3.5. Where goods and services are procured from foreign suppliers with tax obligation in South Africa, proof of tax compliance status must be obtained from the supplier.

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3.6. Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete the questionnaire on the SBD 1. Where a recommendation for award of a bid has been made to a foreign bidder, accounting officers and accounting authorities must submit the bidder's completed SBD 1 to the South African Revenue Services at the following email address: GovernmentInstitute@sars.gov.za. The South African Revenue Service will issue a confirmation of tax obligations letter to the accounting officer or accounting authority confirming whether or not the foreign entity has tax obligations in South Africa.

3.7. There is no need to require proof of a supplier's tax compliance status where goods and services are procured by institutions such as South African Embassies and Missions or any other South African office outside the borders of South Africa for use outside the country.

4. **Application during Supply Chain Management Process**

4.1. Designated employee(s) must verify the bidder's tax compliance status prior to the awarding of price quotations or competitive bids.

4.2. Where the recommended bidder is not tax compliant, the bidder must be notified in writing of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority proof of their tax compliance status which should be verified via the Central Supplier Database or eFiling.

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4.3. Should the recommended bidder fail to provide written proof of their tax compliance status in terms of paragraph 3.2 above, accounting officers and accounting authorities must reject the bid submitted by the bidder.

4.4. Where goods or services have been delivered satisfactorily without any dispute, accounting officers and accounting authorities must not delay the processing of payments as a result of outstanding tax matters.

4.5. In all instances, accounting officers and accounting authorities must ensure that systems are in place in their respective institutions to ensure that all invoices are paid within 30 days from receipt of an invoice, unless determined otherwise in a contract or other agreement.

SCHEDULE 20

SBD 4

BIDDER'S DISCLOSURE

Bidder must complete all sections of the SBD4 in black ink and ensure that the form is signed by an authorised person.

NB: Non-compliance with the requirements stipulated above will lead to disqualification of the bid at Pre-compliance evaluation.

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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Private Bag X28

Act No 12 of 2004 or any other applicable legislation.

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

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

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

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SCHEDULE 21

- NB: The bidder must fully complete Pricing Proposal/Costing Schedule and SBD 3.3 form electronically or in black ink.

PRICING SCHEDULE **SBD 3.3**
(Professional Services)

NAME OF BIDDER:…….. BID NO.:
……

CLOSING TIME 11:00 CLOSING DATE……..

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

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
R……..

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION HOURLY RATE DAILY RATE

---------- R---------- R----------

---------- R---------- R----------

---------- R---------- R----------

---------- R---------- R----------

-

---------- R---------- R----------

-

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

---------- R---------- ----------days

---------- R---------- ----------days

---------- R---------- ----------days

---------- R---------- ----------days

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5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
……	……	……	R……
……	……	……	R……
……	……	……	R……
……	……	……	R……
		TOTAL:	**……**

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
……	……	……	R……
……	……	……	R……
……	……	……	R……
……	……	……	R……
		TOTAL:	**……**

6. Period required for commencement with project after acceptance of bid ……

7. Estimated man-days for completion of project ……

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……
……
……
……

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(TRANSPORT EDUCATION TRAINING AUTHORITY, 344 PRETORIA AVENUE, TETA HOUSE, RANDBURG)

Tel: 011 577 7000

Or for technical information –

(MS SINDISIWE MWELI)

Tel: 011 577 7055

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SCHEDULE 22

PRICING / COSTING SCHEDULE

- NB: The bidder must fully complete Pricing Proposal/Costing Schedule and SBD 3.3 form electronically or in black ink.

All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

- The TETA will not entertain pricing adjustments.
- All pricing shown must EXCLUDE VAT, with the VAT components being as shown separately.
- All pricing assumptions excluded costs and estimated costs must be clearly documented.
- TETA assumes that the pricing document as supplied is complete and covers all costs associated with this good/services.

The cost must be inclusive of VAT and MUST be itemised for all the required services.

ITEM NO.	ACTIVITY	PRICE PER MONTH – EXCLUSIVE OF VAT	QUANTITY	TOTAL EXCLUSIVE OF VAT
1.	Cleaning services, Pest Control, Garden Services and Hygiene Services for TETA Randburg for the duration of Thirty-six (36) Months from 01 April 2027 till 31 March 2030.	R	Thirty-six (36) Months	R
	BID PRICE EXCLUDING VAT			**R**
	VAT AMOUNT			**R**
	TOTAL BID PRICE INCLUDING VAT (TILL 31 MARCH 2030)			**R**

NB! The bidder must indicate all costs including value added tax (VAT).

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