



# sport and recreation

Department:  
Sport and Recreation  
**PROVINCE OF KWAZULU-NATAL**

## REQUEST FOR BIDS (RFB)

*The Department of Sport and Recreation in the Province of KwaZulu Natal hereby invites suitably qualified suppliers/and or services providers to submit bids for the following: -*

<b>Description of Goods /Services:</b>	<b>PROVISION OF CLEANING &amp; HYGIENIC SERVICES TO AMAJUBA DSR OFFICE OVER A PERIOD OF THREE (3) YEARS/36 MONTHS</b>		
<b>BID Number:</b>	<b>ZNB: DSR15/2122</b>		
<b>Evaluation Criteria</b>	<b>Price Points: 80</b>	<b>BEE Points: 20</b>	<b>Functionality: (YES)</b>
<b>Closing Date &amp; Time:</b>	<b>07 JULY 2021 at 11:00AM</b>		
<b>Required at/Delivery Address:</b>	<b>37A VOORTREKKER STREET NEWCASTLE AMAJUBA</b>		
<b>Technical enquiries:</b>	<b>Dr Mala Maharaj Mobile No. 033 897 9419</b>		
<b>General/SCM enquiries:</b>	<b>Mr. Nhlanhla Ngubane – Mobile No. +27 82 966 4199 Email address: <a href="mailto:nhlanhla.ngubane@kzndsr.gov.za">nhlanhla.ngubane@kzndsr.gov.za</a></b>		

The Manager  
.....  
.....  
.....

Central Supplier Database No.: MAAA0

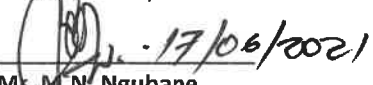
QUOTATION NUMBER: DSR15/2122  
PROJECT/IR NUMBER: IR08/2122

**REQUEST FOR QUOTATION FOR THE RENDERING OF CLEANING & HYGIENIC SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS (01 AUGUST 2020 – 31 JULY 2024) AT AMAJUBA DISTRICT OFFICE (37A VOORTREKKER STREET NEWCASTLE AMAJUBA)**

1. The Department of Sport and Recreation requires the item(s)/service described per attached price quotation invitation, and you are requested to complete the attached documents in full and to submit it in accordance with the under-mentioned stipulations:

- 1.1. The conditions contained in the attached annexures apply.
- 1.2. The price quotation must be submitted in a sealed envelope with the name and address of the bidder with the price quotation number and closing date indicated on the envelope. The cover or envelope must not contain documents relating to any bid other than that shown on the cover or envelope.
- 1.3. The bid offer must be hand delivered to: **Sport and Recreation House, 135 Pietermaritz Street, Pietermaritzburg 3201** and deposited into the designated Quotation Box. **No faxed or email bid offers will be accepted.**
- 1.4. Price quotations submitted per mail must be sent per registered mail. The price quotation must still reach this office before the closing time. Failure to do so will invalidate the price quotation.
- 1.5. The closing date of the bid will be **on 07 JULY 2021 at 11h00** and will be valid for a period of ninety (90) days after the closing date.
- 1.6. The attached forms/annexures must be completed in full and returned with your price quotation.
2. **All communication regarding this bid before the closing date and time must be done in writing.**
3. You are advised to acquaint yourself with the contents of the attached General Conditions of Contract (GCC).
4. Please note that the following documentation **must** be submitted with your price quotation:
  - o All SBD forms,
  - o Schedules 8, 14 and 16,
  - o Original or certified copy of a Tax Compliance Status PIN,
  - o Original or certified copy of a BEE Certificate or Affidavit and failure to comply will result in BEE points not allocated where Preference Points System is applicable.

Yours faithfully

  
M. M. N. Ngubane  
Director: Supply Chain Management

#### 1.4 CHECK LIST FOR BIDDERS

<b>Standard Bid Documents (SBD):</b>			
<b>1. Annexure A</b>	<b>Supplier Name</b>	<b>YES</b>	<b>NO</b>
<b>SBD 1 (Part A and B)</b>	<b>Invitation to Bid</b>	<b>YES</b>	<b>NO</b>
<b>SBD 2</b>	<b>Tax Clearance Certificate Requirements</b>	<b>YES</b>	<b>NO</b>
<b>SBD 3</b>	<b>Special Instructions and Notices to Bidders regarding the completion of Bidding Forms</b>	<b>YES</b>	<b>NO</b>
<b>SBD 4</b>	<b>Declaration of Interest</b>	<b>YES</b>	<b>NO</b>
<b>SBD 6.1</b>	<b>Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011</b>	<b>YES</b>	<b>NO</b>
<b>SBD 7</b>	<b>Questionnaire Replies</b>	<b>YES</b>	<b>NO</b>
<b>SBD 8</b>	<b>Declaration of Bidders Past Supply Chain Management Practices.</b>	<b>YES</b>	<b>NO</b>
<b>SBD 9</b>	<b>Certificate of Independent Bid Determination</b>	<b>YES</b>	<b>NO</b>
<b>SBD 10</b>	<b>Official Briefing Session/Site Inspection Certificate</b>	<b>YES</b>	<b>NO</b>
<b>SBD 11</b>	<b>Authority to Sign a Bid</b>	<b>YES</b>	<b>NO</b>
	<b>Special Conditions of Contract</b>	<b>YES</b>	<b>NO</b>
	<b>Specifications/Terms of Reference (TORs)</b>	<b>YES</b>	<b>NO</b>
	<b>Price Schedule</b>	<b>YES</b>	<b>NO</b>
	<b>General Conditions of Contract</b>	<b>YES</b>	<b>NO</b>
	<b>Schedule 1 to 11</b>	<b>YES</b>	<b>NO</b>

**PART A**  
**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DSR15/2122	CLOSING DATE:	07 JULY 2021	CLOSING TIME:	11:00AM
DESCRIPTION	RENDERING OF CLEANING AND HYGIENE SERVICES FOR A PERIOD OF THIRTY SIX (36) MONTHS AT AMAJUBA DISTRICT OFFICE				
CONTRACT PERIOD	36 MONTHS				
VALIDITY PERIOD	90 DAYS				
COMPULSORY BRIEFING	NOT APPLICABLE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>SPORT AND RECREATION HOUSE</b>					
<b>135 PIETERMARITZ STREET</b>					
<b>PIETERMARITZBURG</b>					
<b>3200</b>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Nhlanhla Ngubane		CONTACT PERSON	MALA RAJAH	
TELEPHONE NUMBER	082 966 4199		TELEPHONE NUMBER	033 897 9419	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nhlanhla.ngubane@kzndsr.gov.za		E-MAIL ADDRESS	mala.rajah@kzndsr.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

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

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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: .....

**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE  
COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.  
Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document.

## REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to [www.csd.gov.za](http://www.csd.gov.za) to register or call 033 897 4223/4676/4509 for assistance.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;
  - 3.1 de-register the supplier from the Database,
  - 3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.**



**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:**.....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate/ Valid Tax Compliance Pin Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
3. The Tax Clearance Certificate / Valid Tax Compliance Status Pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates / Valid Tax Compliance Status Pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or

(e) Parliament.

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct **YES / NO**

business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Peral Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE  
 GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

**AUTHORITY TO SIGN A BID**

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on .....20.....,

Mr/Mrs/Ms.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....

.....

(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1.....

2.....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as.....

.....

**SIGNATURE**..... **DATE**.....

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every Partner :

Full name of partner	Residential address	Signature
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.....	.....	.....
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.....	.....	.....
-------	-------	-------

.....	.....	.....
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We, the undersigned partners in the business trading as ..... hereby authorise ..... to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
---------------------------	---------------------------	---------------------------

..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>
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**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at.....  
Mr/Mrs/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation) .....

.....

**SIGNED ON BEHALF OF CLOSE CORPORATION :** .....

.....

(PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1.....

2.....

**E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at.....

Mr/Mrs/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)

.....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES:** 1.....

2.....

**F JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Ms.....,Mr/Mrs/Ms.....

Mr/Mrs/Ms.....and Mr/Mrs/Ms.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture) .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME) .....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME).....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....

(PRINT NAME) .....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on .....20.....

Mr/Mrs/Ms.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNATURE:** ..... **DATE:** .....

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 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

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

Where

- Ps = Points scored for price of bid under consideration  
 Pt = Price of bid under consideration  
 Pmin = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company



- (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10

- years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME).....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. 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.

<sup>3</sup> **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**CONDITIONS OF BID**

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 KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be 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 and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
.....  
.....
  
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
  
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this 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 and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
  
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

**7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- e) (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- f)
- g) (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
  - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....**

.....  
**SIGNATURE OF BIDDER OR DULY AUTHORIZED REPRESENTATIVE**      **NAME IN BLOCK LETTERS**

**ON BEHALF OF (BIDDER'S NAME)** .....

**CAPACITY OF SIGNATORY** .....

**NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)**  
.....

**POSTAL ADDRESS**  
.....

**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELLULAR PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. LIABILITY**

The contractor shall be liable for the acts and omissions of its personnel and /or employees in the execution of their duties against:

- a) any damage to the Department's property, whether movable or immovable;
- b) loss of property belonging to the Department
- c) liability in respect of any damage to property, whether movable or
- d) immovable from third parties;
- e) liability in respect of loss property belonging to third parties; and
- f) liability in respect of the death of, unlawful arrest, injury, illness or disease to any person.

### **2. INDEMNITY CLAUSE**

The Department will not be held responsible for any injuries incurred by the Contractor while rendering the service.

### **3. PENALTIES**

Should at any time during the contract period be determined that the Contractor's personnel failed to perform in one or other facet of their duties without a reasonable motivation the contract will be terminated.

### **4. CONTRACT NOT TO BE CEDED OR ASSIGNED WITHOUT APPROVAL**

The Contractor will not be allowed to cede or assign his rights and / or obligations under the contract or to sublet the contract work or any part thereof, without the consent of the Department.

### **5. EXECUTION OF WORK**

The service rendered shall be carried out by the Contractor in a thorough and workman manner and to the satisfaction of the Department.

### **6. INSPECTION OF SITE**

The Contractor shall have inspected the site and to have satisfied himself / herself before submitting his bid, as to the nature of the work amount of personnel required and material necessary to render the service as required in the bid document.

**7. CARE OF THE WORKS**

The obligation to take care of and provide custody for the contract work and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to prevent injury to persons or damage to property and to protect adjoining properties from trespass or damage to progress of the contract.

**8. REMUNERATION**

- 8.1 The Department shall remunerate the Service Provider in respect of its services in accordance with the appropriate conditions as set forth.
- 8.2 The Service Provider agrees hereto that responsibility of payment for services rendered to the Department shall vest in the Service Provider, who shall on monthly basis submit an invoice to the Department.
- 8.3 The service Provider shall submit to the Department a tax invoice for each month, and the Department shall pay to the Service Provider the amount of invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted.
- 8.4 In the event that the Department is not satisfied with the performance of the Service Provider, the Department shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the service provider to rectify such performance.
- 8.5 In the event of the entire amount or a portion of the invoice being disputed by the Department, only a portion in the dispute shall be held for payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
- 8.6 International and Domestic Travel to be undertaken by the service provider shall be as per the Travel Policy of the Department.
- 8.7 Disbursements shall be claimed as per the Subsistence and Travel policy of the Department.
- 8.8 The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

**9 TERMINATION OF SERVICES**

- 9.1 Should the Contractor fail to meet the conditions of the contract, or continue rendering unsatisfactory service, the Department reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Department may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.
- 9.2 The Department reserves the right to terminate the agreement, should the Institution, for any reason, be permanently closed or transferred to another location.
- 9.3 KZNDSR reserves the right to terminate the contract of any assignment to any party if there are reasonable grounds for considering that there is non-performance by the contracted service provider.
- 9.4 KZNDSR also reserves the right to curtail the scope of the assignment awarded or to curtail any aspect of the assignment by mutual agreement. In the event of any such cancellation or curtailment, the service provider shall have no claim or recourse against KZNDSR, of whatever nature, save the recoupment of the service provider's actual and reasonable costs already expended on the project.

## **10 UNSATISFACTORY PERFORMANCE**

- 10.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 10.2 Before any action is taken, the KZNSDR shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (14 days minimum). If the contractor does not perform satisfactorily despite the warning the KZNSDR will:
- a) take action in terms of its delegated powers;
  - b) make a recommendation for cancellation of the contract concerned.

## **11 VAT**

- i. Bid prices must be inclusive of VAT.
- ii. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
  - a. The name, address and registration number of the supplier;
  - b. the name and address of the recipient;
  - c. an individual serialised number and the date upon which the tax invoice is issued;
  - d. a description of the goods or services supplied;
  - e. the quantity or volume of the goods or services supplied;
  - f. either –
- iii. the value of the supply, the amount of tax charged and the consideration for the supply; or
- iv. where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

## **12 REMUNERATION WORK OUTSIDE THE PUBLIC SERVICE**

- 12.1 An employee cannot, without approval, undertake remunerative work outside his or her official duty. Written permission must be granted by the Executive Authority or an official authorised by the Executive Authority.
- 12.2 An employee is prohibited from serving on the Board of Directors of private sector organizations without the written permission granted by the Executive Authority or an official authorized by the Executive Authority.

## **13 RESTRICTION OF SUPPLIERS, SHAREHOLDERS AND DIRECTORS**

- 13.1 AOs / AAs may act against Suppliers, Shareholders and Directors, upon detecting that false information regarding any matter which will affect or has affected the evaluation of a tender, in accordance with the Department's SCM Policy and Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.

## **14 PREQUALIFICATION CRITERIA**

- 14.1 Only bidders with a BBBEE level 1 and/or EME or QSE status level contributor will be considered.**

## 15. SPECIAL CONDITIONS

- 15.1 Bidders must submit their bid proposals in line with the bid specifications. All prescribed services must form part of the bid proposal. Partial bids shall be disqualified;
- 15.2 The Department reserves the right to award the bid in whole or partially;
- 15.3 The Department reserves the right not to award the bid;
- 15.4 The Department reserves the right to award this bid to one or more than one service providers
- 15.5 Thorough reference checks shall be conducted. Bidders shall be disqualified if found to have misrepresented information in their bid proposals;
- 15.6 Planned Joint Ventures or sub-contracting related to this project shall only be considered to be valid if there is proof of agreement signed by all parties involved. In case of the joint venture each party must submit the following:
- Original or certified copies of their entities audited financial statements.
  - Joint BBEE Certificate;
- 15.7 Bids must be delivered by the stipulated time to the correct address and late bids shall not be accepted for consideration.
- 15.8 All bids must be submitted on the official forms provided not to be re-typed or online.
- 15.9 Bidders must be registered on the Central Service Provider Database (CSD) to upload mandatory information namely: (business registration/ directorship/membership/identity numbers; tax compliance status; and banking information for verification purposes).
- 15.10 B-BBEE certificate or sworn affidavit for B-BBEE must be submitted with the bidding documents;
- 15.11 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 Legislation or Special Conditions of Contract;
- 15.12 Bidders must ensure compliance with their tax obligations;
- 15.13 Where Consortia / Joint Ventures / sub-contractors are involved, each party must submit separate proof of TCC / pin / CSD number;
- 15.14 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of their offer shall be for the account of the bidder. All supporting documentation submitted with its bid will become KZNDSR's property unless otherwise stated by the bidder/s at the time of submission.
- 15.15 A bid not complying with the minimum requirements stated hereunder will be regarded as not being "Acceptable bid" and as such will be rejected;
- If any pages have been removed from the bid document or have not been submitted;
  - If the bid document is completed using a pencil. Only black ink must be used to complete the bid document;
  - The bid has not been properly signed by a party having the authority to do so;
- 15.16 Bid offer will be rejected if a bidder or any of the directors is listed on the Register of bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 2004 as a person prohibited from doing business with the State;
- 15.17 Bid offers will be rejected if the bidder has abused KZNDSR's Supply Chain management system;
- 15.18 Bid Offer will be rejected if there is a failure to attach a copy of a valid signed Joint Venture /Consortium agreement (If applicable) to the bid document;
- 15.19 Failure to complete and sign the certificate of independent determination or disclosing of wrong information will result in the rejection of the Bid;

- 15.20 The Department may, before a bid is adjudicated or at any time require the bidder to substantiate claims it has made with regard to preference;
- 15.21 This bid specification shall prevail in the event of a contradiction between the service standard and provision of this bid specification document;
- 15.22 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- 15.23 The awarded bidders must be well versed with the Bid Document at all times as this is a binding document.
- 15.24 Due to the importance attached by the Department to this bid, successful bidders will be expected to observe ALL the bid conditions contained in this specification as well as the time frames relating to the deliverables;
- 15.25 Bidders must take note of all the clauses of the specifications in this invitation to the bid;
- 15.26 KZNDSR reserves the right to terminate the contract should the appointed services providers perform unsatisfactorily and fail to remedy such poor or non-performance within seven days of receipt of a written request to do so. This excludes cases that can be mutually agreed upon to be beyond reasonable control of the bidder/s and could be viewed to be a supervening impossibility to perform.
- 15.27 KZNDSR reserves the right to award work to the successful bidder based on the needs and budget availability of KZNDSR.

## ANNEXURE E: GENERAL CONDITIONS OF CONTRACT

**DEFINITIONS:** The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services 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.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "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.
- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.



- (p) "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 Contractor 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 supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "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 Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **1. CESSION OF CONTRACTS**

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

## **2. DISCREPANCIES**

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

## **3. QUALITY AND GUARANTEE**

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 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 the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.
- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods

and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.

- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### **4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION**

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within

the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.

- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.

- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without cancelling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.

- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.

- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2.

- 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any)

otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or

4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.

4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.

4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

## **5. PATENTS**

5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.

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

## **6. PACKAGING, MARKING AND DELIVERY**

6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.

6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.

6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.

6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.

- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 1.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
- 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
- 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.
- 7. CONSIGNMENT OF GOODS**
- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which

Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.

7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.

7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.

7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

## **8. PAYMENT**

8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of the obligations stipulated in the contract.

8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim and all other necessary documents by the Contractor.

8.3 Notwithstanding clause 8.2 above, should the Department have a reasonable belief that the awarding of the bid was subject to collusion of any kind or manner, the Department reserves the right to withhold payment until the allegation is investigated and make a decision thereto.

8.4 Payments will be made in Rand unless otherwise stipulated.

8.5i Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

## **9. INVOICES**

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

## **10. CONTRACT PRICE ADJUSTMENT**

- 10.1 Firm contract prices shall not be subject to adjustment. Contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions: -
- 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.
- 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.
- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.

10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.

10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the

Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

## **11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT**

11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :

11.1.1 cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.

11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.

11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.

11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.



- 11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

**12. LAW TO APPLY**

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

**13. OFFERING OF COMMISSION OR GRATUITY**

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

**14. PREFERENCES**

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right: -

14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or

14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

**15. WEIGHTS AND MEASURES**

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

**16. SECURITY**

16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.

16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.

## **17. ORDERS**

17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:

17.2.1 Name of Institution placing order;

17.2.2 Provincial official order number;

17.2.3 Quantity ordered; and

17.2.4 List of items ordered.

## **18. EXPORT LICENCES**

18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:

18.1.1 Not incur any direct or indirect costs in connection with the supply or despatch of such supplies before he has obtained such licence;

18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

## **19. INSURANCE**

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

- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

## 20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to despatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods 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, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith

substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the

Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.

20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.

20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

## **21. RESTRICTION OF BIDDING**

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

## **22. CONTRACTOR'S LIABILITY**

22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

## **23. PRICE LISTS**

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

**24. SUBMISSION OF CLAIMS**

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

**25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR**

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.
- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

**26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT**

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

**27. AMENDMENT OF CONTRACT**

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

**28. NOTICES**

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

28.2 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 such notice.

**29. INCIDENTAL SERVICES**

29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:

- (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 Contractor of any warranty obligations under this contract; and
- (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

29.2 Prices charged by the Contractor 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 Contractor for similar services.

**30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.

30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.

30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.

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

### **31. SPARE PARTS**

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

(a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any Warranty obligations under the contract.

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

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

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

### **32. PENALTIES**

32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the

delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

**33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

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

**34. GOVERNING LANGUAGE**

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.

**35. TAXES AND DUTIES**

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

## **TERMS OF REFERENCE**

RENDERING OF CLEANING & HYGENIC SERVICES FOR KWAZULU-NATAL DEPARTMENT OF SPORT AND RECREATION – SERVICE TO BEGIN FROM 01 AUGUST 2021 UNTIL 31 JULY 2024



## 1. OBJECTIVES

The objective of the specification is to appoint a suitable service provider that can render the service hygiene and deep cleaning in all offices of KwaZulu-Natal Department of Sport and Recreation, AMAJUBA office for a period of THIRTY SIX (36) months TO BEGIN 1ST of AUGUST 2021 UNTIL 31ST OF JULY 2024

PHYSICAL ADDRESS: 37A VOORTREKKER STREET  
NEWCASTLE  
2940

## 2. AREAS TO BE CLEANED

- I. Entrance halls, foyers, internal stairs, balconies/passages, offices, boardrooms, store rooms, toilets, tea kitchens, verandas, undercover/open/parking areas, yard and external entrance ramps;
- II. Internal window sills and sun hoods;
- III. Lights fittings, fire hose reels recesses, accessible pipes and fittings;
- IV. Waste paper and refuse bin areas;
- V. Enclosed court yard;
- VI. Government owned vehicles (KZN) both interior and exterior.

AREAS EXCLUDED FROM THE CONTRACT ARE:

- I. Electrical equipment rooms, transformer rooms;
- II. External business.

## 3. CLEANING TIMES

From 06:30 to 15:30 Monday to Friday excluding public holidays. Total of 40 hours per week

## 4. GUIDELINES FOR THE SCOPE OF WORK

KZN DEPARTMENT OF SPORT AND RECREATION: AMAJUBA DISTRICT OFFICE – 450sq metres	
Offices	16
Open plan areas	01

Toilet cubicles female	3
Toilet cubicles male	3
Hand wash basins	3
Kitchens and sinks	1
Entrance foyer	1
Government vehicles	3
Boardrooms	1
Store room	1
Registry/Chapel	1
Stairwells	0
Hand air dryers for toilets	2
Sanitary bins female toilets	2
Soap dispensers for toilets	2
Automatic air fresheners for toilets	2
Indoor plants to maintain	0
Gardening services	0
Steam cleaning of carpets	Twice a year (To remove stains)
Number of cleaners required	02 at all times and One supervisor that can be off site to monitor and control cleaners that are on site)

#### MATERIALS

NO	DESCRIPTION	QTY
1.	DISINFECTION Disinfection liquid shall comply with SABS standard.	

2.	<p><b>CLEANERS</b></p> <p>Ammoniated liquid detergent cleaners to comply with SABS standard. Acidic lavatory bowl cleaner in powder or granule form shall comply with SABS standard. Dish washing liquid must be of an acceptable standard and approved by SABS.</p>	
3.	<p><b>PAPER TOWELS</b></p> <p>Wall mounted hand operated paper roller towel dispensers to be installed</p>	
4.	<p><b>TOILET PAPERS</b></p> <p>Double ply perforated white, each roll 350 sheet and the size 100 mm x 110 mm is required.</p>	
5.	<p><b>WALL TILES</b></p> <p>All wall tiles in toilets and kitchen to be cleaned with cleaning detergents.</p>	
6.	<p><b>AIR FRESHNERS</b></p> <p>Wall mounted air freshener spray dispenser to be installed and programmed to automatically dispense fragrance every 10 minutes</p>	
7.	<p><b>LIQUID HAND WASH</b></p> <p>Wall mounted cartridge system liquid soap dispensers to be installed</p>	
8.	<p><b>SANITARY BINS</b></p> <p>Provision on SHE Bins and weekly servicing thereof</p>	

The following are the services required to be performed by the contractor:

A.	FLOOR SURFACE		FREQUENCY
	CLEANING REQUIRED		
	1	Vinyl	
		Clean and seal	Initially
		Sweep	Daily
		Burnish	Weekly
		Strip and re-coat	Initially and every six months thereafter
	2	Terrazzo/ Concrete	
		Sweep	Daily
		Damp mop (with squeegee)	Daily
		Scrub	As necessary but at least once a month
		Buff	As necessary but at least once a month
	3	Carpets and carpet tiles	
		Vacuum	Twice a week
		Stain removal	As necessary but at least twice a year
		Shampoo and steam clean	As and when required
	4	Toilets	
		Remove spoilage from bowl and under flush rim	Daily and when necessary
		Wet wash seat and lid	Daily
		Disinfectant	Daily
B		WINDOWS/ WINDOW SILLS	
	1	Wash windows (both sides)	As necessary but at least once a month
		Dust interiors sills	Daily
C		WALLS AND PAINTWORK	
	1	Clean finger marks from doors and walls	Daily
		Wipe down from floor to ceiling without damaging skirting boards and other fitting	As necessary but not less than once every six months
D		WINDOW FRAME, DOOR FRAMES, FANLIGHTS AND DIRECTION BOARDS	
	1	Wipe down	Weekly

		Polish with approved material	Twice a Month
E	DOOR HANDLES AND WINDOW CATCHES		
	1	Wipe down	Weekly
		Polish with approved material	Twice a Month
F	TOILETS AND WASHROOMS		
	1	Empty and clean waste receptacles	Daily
	2	Clean and sanitise basins, bowls and urinals	3 times a day or as needed.
	3	Clean Mirrors	Daily
	4	Hand basins to be cleaned with ammoniated liquid cleaner	Daily
	5	Toilet Paper	Check twice a day and replenish when necessary
	6	Toilet Soap (liquid)	Check daily and replenish when necessary
	7	Paper roller towels	Check daily and replenish when necessary
	8	Air freshener	Check daily and replenish when necessary
G	OFFICE KITCHENS BOARDROOMS		
	1	Dust and polish all the furniture, counter tops, writing slopes	Daily
	2	Remove dirty cutlery and crockery in offices and boardrooms after meetings to be washed in the kitchen and returned	daily
	3	Clean kitchen counter tops, cupboards and microwaves, urns , kettles and any other cutlery and crockery	daily
	4	Clean inside and outside of fridges in the kitchen	weekly
H	PAKING AREAS, GARAGES AND YARD		
	1	Sweep	Daily
	2	Hose down	When necessary but at least twice a year
I	FOYER AND ENTRANCE HALL		

	1	Sweep all entrance steps, clean doormats	Daily
	2	Clean walls	Weekly
	3	Damp mop steps and entrance lobbies	Daily
	4	Clean floors and vacuum carpets/ mats	Daily
	5	Clean glass in door frames	Daily
J	STAIRS AND STAIRWELLS		
	1	Dust balustrades	Daily
	2	Sweep stairs and treads	Daily
K	WASTE DISPOSAL		
	1	Empty and clean waste containers/ bin	Twice a day
	2	Empty waste containers	Daily
	3	Remove waste/waste papers to identified locations	Daily
	4	Emptying and disposal SHE bins	Weekly
L	MISCELLANEOUS		
	1	Assist with removal of office furniture and files/ boxes between offices and from offices/passages to storage	As and when necessary as directed by the Office Manager
M	MOTOR VEHICLES		
	1	Wash and clean a minimum of 4 government owned vehicles interior and exterior	When required as directed by the Office manager

## 6. SPECIALISED EQUIPMENT

Computers, photographic equipment, Photostat machines, printing machinery, facsimiles, PABX (switchboard) or electrical equipment must not be cleaned by the contractor as cleaning may result in such equipment being damaged or defaced.

Rooms housing specialized equipment may only be cleaned when accompanied by and under the direct supervision of an official of the office concerned.

## 7 ADDITIONAL REQUIREMENTS

### 7.1 Equipment requirements

In addition to normal equipment provided by the cleaning service provider, the following must be provided:

#### A. Vacuum Cleaners

The Contractor must provide a minimum of two (2) vacuum cleaners for offices, and government owned vehicles. Plus one leaf blower for the yard.

B. Carpet shampoos

The Contractor must be in a position to shampoo carpets immediately on request, with suitable equipment that will remove all excess water from carpets.

C. Squeegees or mops

Squeegees or mops to be used for cleaning of floors.

D. Extension cords

The contractor must provide any extension cords necessary for the performance of cleaning services.

E. Brooms and Dustbins

The contractor must provide brooms and dustpans for daily sweeping.

7.2 Refuse/Garbage bags

Refuse or garbage bags of an accepted quality to the client must be provided to remove waste from waste bins in the offices to trolley bins.

7.3 Dusting of window sills

Utmost care must be taken when dusting window sills, in order to avoid damage to the blinds.

7.4 Boardrooms

These venues are to be kept clean at all times, and not only just prior and after the meeting.

7.5 Warning Signs

To provide warning signs when cleaning is in progress to ensure safety of staff and public.

8. DISINFECTION, SANITIZATION AND FOGGING

8.1 The service provider is required to supply and apply disinfectants and sanitize toilet door handles, main entrances doors, individual office doors, reception areas and all surfaces in the building 4 times on a daily basis.

8.2 The service provider must provide its employees with approved Personnel Protective Equipment (PPE) for use during disinfection of offices for a period of thirty-six (36) months as follows:

- ✓ Body suit (heavy-duty one similar to a rain coat not a single use): estimated to be changed every three (3) months (i.e., on quarterly basis for a period of thirty-six (36) months)
- ✓ Appropriate plastic/rubber boots: once-off purchase for the duration of contract
- ✓ Gas masks: once-off purchase for the duration of contract
- ✓ Eye protective goggles: once-off purchase for the duration of contract
- ✓ Gloves (heavy-duty): estimated to be changed every three (3) months (i.e., on quarterly basis for a period of thirty-six (36) months)

- ✓ Gas Mask Cartridges: estimated to be changed every three (3) months (i.e., on quarterly basis for a period of thirty-six (36) months)

8.3 The service provider is also required to provide Containers/Sprays for disinfection of offices.

8.4 Fogging and Decontamination of Offices to be provided on an as-and-when required basis for designated areas dependent on Covid-19 Cases detected.

## 9 STAFFING REQUIREMENTS

Cleaning staff required:

- ✓ Two (2) Cleaners
- ✓ Cleaners to undergo basic training and orientation before assuming duty.
- ✓ Supervisor to visit site at least twice a week to provide the necessary cleaning materials and to monitor and evaluate the cleaning staff and provide feedback to a designated appointed Sport and Recreation Staff member

## 10. PRICING

All prices must be firm for the duration of the contract. It is required that the bidder clearly detail the monthly price in the price schedule (Annexure D) in South African Monetary value. Bidders are reminded that the following aspects must be taken into consideration when costing this bid:

- ✓ To adhere to the Basic conditions of employment act of 1997
- ✓ Wages (based on minimum wage for cleaners in the Contract Cleaning Industry. Please include registration certificate with the Bargaining Council for the Contract Cleaning Industry);
- ✓ Compensation for Occupational Injuries and Diseases (COID) previously known as Workmen's compensation;
- ✓ UIF;
- ✓ Provident Fund;
- ✓ Bargaining Council Levy;
- ✓ Manage all types of leave as per Basic conditions of Employment act of 1997
- ✓ Uniforms (Which must have company logo and be worn at all time whilst in the premises of the Department;
- ✓ Material/ equipment;
- ✓ Insurance



1. Evaluation Criteria

- 1.1 The bid will be subject to the 80/20 preference point's principle, 80 points for price and 20 for BBBEE
- 1.2 The bid will also be evaluated on functionality; a bidder who scores less than 60% will be eliminated. Only the shortlisted Service Providers may be invited to give a presentation if the Department requires clarity.
- 1.3 The points scored for functionality will be dealt with separately from points for price and empowerment / socio-economic goals in line with the National Treasury Instruction Note on the Amended Guidelines in Respect of Bids that include Functionality
- 1.4 The evaluation criteria will consist of the following steps:  
 1.4.1  
 Step 1: Check and verify compliance with the submission and completion of compulsory bid documents. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.

Criteria			Remarks
Cover page- the cover page must be filled in			
SBD 1- Invitation to Bid. Fill in the name of Entity and Central Supplier database (CSD) No. in case of J/V / Consortium list all parties to the J/V and each member's CSD No.			
SBD 2- Attach tax clearance. Read and comply/ valid tax status			
SBD 3- Special instructions and notices to Bidders regarding the completion of bidding forms.			
SBD 4 - - Declaration of interest			
SBD 6.1 – Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011			
SBD 7 – Question Replies			
SBD 8 - Declaration of Bidders Past Supply Chain Management Practices			
SBD 9 – Certificate of Independent Bid Determination			
SBD 11 – Authority to Sign a Bid			
Schedule 1 - Workmen's Compensation or Commissioner for Occupational Diseases Act (COIDA). Submit proof of			

registration as employer with the Workmen's Compensation/COIDA.			
Schedule 2 – Registration certificate with Bargaining Council			
Schedule 3- She Bins For the supply and service of SHE Bins, bidders must: Provide proof of registration with the National Contract Cleaners Association (NCCA) if they will conduct the service themselves, or Complete Schedule 3 and provide proof of registration of the sub-contracted company with the National Contract Cleaners Association (NCCA)			
Schedule 4: Proof of registration with Unemployment Insurance Fund (UIF)			
Schedule 5: Proof of Insurance of Provident Fund			

NB: Each party to the JV or Consortium must individually compile Sections SBD 1, SBD 4, SBD 6.1 and SBD 11.

Step 2: Attach the following documents for easy referencing purpose

Criteria			Remarks
Schedule 6 – Bid entity profile of the company.			
Schedule 7 – References. A schedule reflecting the number, nature, value and duration of all contract/ bids secured by the bid entity and/or their individual directors, members, trustees and partners			
Schedule 8 – Submission of BBBEE Certificate.			
Schedule 9 – Tax Compliance Status PIN.			
Schedule 10 – Price Schedule			

Step three: Functionality

Functionality	Max. Points		
CRITERION	(35)	SCORING	MEANS OF VERIFICATION
1. Company Experience	(10)		
1.1 Company's experience in providing similar services	10	2 Points for every 12 months successfully completed project	1.Completion of Annexure "A", and 2.Official Order Form OR Letter of Appointment, Plus 3.Confirmation/Reference Letter for previous Contracts. The reference letter must state the duration of contract, the value and the performance of the Service Provider throughout the duration of the contract
2. Supervisor's Experience in similar projects	(10)		
2.1 Supervisor's experience in similar projects	10	12 Months Experience = 2 Points >1-4 Years Experience = 4 Points >4-6 Years Experience = 6 Points >6 Years Experience = 10 Points	Supervisor's CV
3. Methodology	(5)		
3.1 Methodology detailing how the scope of work will be executed.		5 Points for detailed and clear Methodology 0 Points for no methodology	Detailed and Clear methodology with detailed organogram including functions in line with methodology demonstrating capacity to execute the work Provide profiles/ CVs of human resources to be allocated to this project with relevant experience.
4. Business Site	(10)		
4.1 Proof of ownership/lease of	10	10 Points = Head Office located	1. Original / certified copy of Title

property		and operating within NEWCASTLE LOCAL Municipality  5 Points = Head Office located and operating within AMAJUBA District	Deed of the company or Director, OR 2. A Utility Bill in the name of the company or Director not older than 60 days, OR 3. Original or certified copy of a valid lease agreement duly signed by lessee and lessor.
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**NB. Bidders Who Score Less Than 60% in Functionality Will Be Eliminated**

(21 points out of 35)

- 1.4.4 Step 4: Application of the 80/20 preference point system.
- 1.4.5 80 points will be allocated for price and 20 points will be allocated for BBBEE status level
- 1.4.7 Points are indicated against each goal as follows:

FACTORS	POINTS
Price Points	80
PREFERENCE POINTS FOR B-BBEE	20
TOTAL	100

- 1.4.7 Step 5: Final evaluation and award of bid.
- 1.4.8 Step 6: Contract and service level agreement by and between the  
Department and the successful bidder.

## TERMS OF REFERENCE AND EVALUATION CRITERIA

### Evaluation Criteria

- 1.1 The bid will be subject to the 80/20 preference point's principle, 80 points for price and 20 for BBBEE/ social economic goals.
- 1.2 The bid will also be evaluated on functionality; a bidder who scores less than 60% will be eliminated.
- 1.3 The points scored for functionality will be dealt with separately from points for price and empowerment / socio-economic goals in line with the National Treasury Instruction Note on the Amended Guidelines in Respect of Bids that include Functionality
- 1.4 The evaluation criteria will consist of the following steps:
  - 1.4.1 Step 1: Check and verify compliance with the submission and completion of compulsory bid documents. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.

Step 1: attach mandatory documents.

Criteria			Remarks
SBD 1: Invitation to Bid. Fill in the name of Entity and CSD (database) No. in case of J/V / Consortium list all parties to the J/V and each member's CSD No.			
SBD 2: Tax Clearance Requirements Attach valid Tax Compliance Status Pin. Read and comply/ valid tax status			
SBD 3: Special instructions and notices to Bidders regarding the completion of bidding forms.			
SBD 4: Declaration of interest			
SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011			
SBD 7: Question Replies			
SBD 8: - Declaration of Bidders Past Supply Chain Management Practices			
SBD 9: Certificate of Independent Bid Determination			
SBD 11: Authority to Sign a Bid			
Schedule 1: Workmen's Compensation or Commissioner for Occupational Diseases Act (COIDA). Submit proof of registration as employer with the Workmen's Compensation / COIDA.			
Schedule 2: Registration Certificate with the Bargaining Council (Compliance with Labour Rates)			

Schedule 3: She Bins For the supply and service of SHE Bins, bidders must: Provide proof of registration with the National Contract Cleaners Association (NCCA) if they will conduct the service themselves, or Complete Schedule 3 and provide proof of registration of the sub-contracted company with the National Contract Cleaners Association (NCCA)			
Schedule 4: Proof of registration with Unemployment Insurance Fund (UIF)			
Schedule 5: Proof of Insurance of Provident Fund			

NB: Each party to the J/V or Consortium must individually compile Sections SBD 1, SBD 4, SBD 6.1 and SBD 11.

Step 2: Attach the following documents for easy referencing purpose

Criteria			Remarks
Schedule 6 – Bid entity profile of the company.			
Schedule 7 – References. A schedule reflecting the number, nature, value and duration of all contract/ bids secured by the bid entity and/or their individual directors, members, trustees and partners			
Schedule 8 – Submission of BBBEE Certificate.			
Schedule 9 – Tax Compliance Status PIN.			
Schedule 10 – Price Schedule			

Step 3: Evaluation criteria for functionality:

The bid will also be evaluated on functionality; a bidder who scores less than 60% will be eliminated.

NOTE: In order to ensure meaningful evaluation, bidders must submit detailed information in substantiation of the evaluation criteria mentioned.

FUNCTIONALITY FOR CLEANING AND HYGIENE SERVICE:

NOTE:

- A. The bidder who score less than 60% (21 points) for functionality will be eliminated, and
- B. The department reserves the right not to award any or more than four (4) projects to one bidder.

**ANNEXURE G: SCHEDULE 1- 10**

**1.) Schedule 1:** – Workmen’s Compensation or Commissioner for Occupational Diseases Act (COIDA). Submit proof of registration as employer with the Workmen’s Compensation / COIDA.



**2.) Schedule 2 – registration Certificate with the Bargaining Council (Compliance with Labour Rates).**

**03.) Schedule 3:** –SHE Bins – Provide proof of registration with (a) National Contract Cleaners Association (NCCA), and (b) complete Schedule 3 and provide proof of registration of the sub-contracted company with the NCCA

**04.) Schedule 4: – Proof of registration with Unemployment Insurance Fund (UIF)**

NB: Please attach Appointment Letter or Order and Completion Certificate for each relevant project listed below

**Annexure A**

References: List bids / contracts secured by the bidding entity and/ or their individual directors, members, trustees and partners

No	Name of Client	Site where services were rendered/ goods were delivered	Contract Value	Start Date	End Date	Nature of service or goods	Telephone No of Contact Person	Contact Person
1								
2								
3								
4								
5								
6								
7								

.....  
Surname and initials of representative

.....  
Signature

.....  
Date

Official Company Stamp

**05.) Schedule 5: – Proof of Insurance of Provident Fund**

**06.) Schedule 6: – Bid Entity Profile of the company.**

**Schedule 7: References.** A schedule reflecting the number, nature, value and duration of all contract/ bids secured by the bid entity and/or their individual directors, members, trustees and partners.

**Schedule 8: – Submission of BBBEE certificate**



**Schedule 9: – Tax compliance status PIN**

**Schedule 10: – Pricing Schedule (Bill of Quantities)**

Name of Service Provider: .....

QUOTE NUMBER: **DSR 15/2122**

BID DESCRIPTION: **RENDERING OF CLEANING SERVICES, PROVISION OF SANITARY BINS, DISPOSAL OF SANITARY BINS AND WASTE, AND WASHING OF VEHICLES FOR KWAZULU-NATAL DEPARTMENT OF SPORTS AND RECREATION FOR THE PERIOD OF THIRTY SIX MONTHS: AMAJUBA DISTRICT OFFICE**

**NUMBER OF PERSONNEL REQUIRED:** 2

1. Cost of labour in respect of wages remuneration for cleaning staff:  
**Sub-total per month (wages) only** R.....

2. Other expenses (specify, for example machinery, equipment and insurance) R.....

3. Provision of sanitary Bins R.....

4. Disposal of Sanitary waste R.....

5. Washing of department Vehicles R.....

TOTAL PRICE R.....

VAT R.....

TOTAL MONTHLY PRICE R.....

TOTAL PRICE FOR 36 MONTHS R.....

**NB: The price is fixed for the duration of contract. In this regard, it is expected of the bidder to CPI and Bargaining Council wage increases in their costing. The Department shall not amend any pricing after the award of the bid**

**DISINFECTION, SANITIZATION AND FOGGING**

**R.....**

\*\*Rate is charged per square meter on as and when needed basis

\*\*See under "GUIDELINES FOR SCOPE OF WORK" for sq metres

**Initials and Surname of representative .....**

**Signature .....**

**Date.....**

**Schedule 11: – Company Details**

To be completed by bidding entity. In case of JV or Consortium, complete separately for each entity

Name of Company: \_\_\_\_\_

Name of Director in charge and the contact numbers during the tender stage for Correspondence progress: \_\_\_\_\_

Year in which the company was established: \_\_\_\_\_

Company registration number: \_\_\_\_\_

Ownership (e.g. private, public, etc): \_\_\_\_\_

List names of principal shareholders: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

VAT Registration Number: \_\_\_\_\_

PAYE Registration Number: \_\_\_\_\_

UIF number: \_\_\_\_\_

Income Tax Number: \_\_\_\_\_

Tax Clearance Certificate available (yes/no): \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_

Fax Numbers: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Physical Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....  
SURNAME AND INITIALS OF REPRESENTATIVE

.....  
DATE

.....  
SIGNATURE

BIDDER'S OFFICIAL STAMP