



DEPARTMENT OF HUMAN SETTLEMENTS

REQUEST FOR BIDS

PROVISION OF CLEANING SERVICES AND PLANT MAINTENANCE FOR THE KZN DEPARTMENT OF HUMAN SETTLEMENTS, EAGLE BUILDING, 353-356 DR PIXLEY KASEME STREET, DURBAN, FOR A PERIOD OF 36 MONTHS

ZNB155/2026/27HSE

Bid document can be downloaded to the departmental website: www.kzndhs.gov.za or www.etenders.gov.za

Telegraphic, telephonic, telex, facsimile, e-mail, incorrect box and late Tender Proposals will not be accepted.

COMPULSORY BRIEFING SESSION DETAILS

DATE: 23 JUNE 2026
TIME: 11:00AM
KZN DEPARTMENT OF HUMAN SETTLEMENTS
EAGLE BUILDING
353 – 356 DR PIXLEY KASEME STREET
7th FLOOR BALCONY/SMOKING AREA
DURBAN
4001

CLOSING OF THE BID

DATE: 09 JULY 2026
TIME: 11:00AM
KZN DEPARTMENT OF HUMAN SETTLEMENTS
EAGLE BUILDING
353 – 356 DR PIXLEY KASEME STREET
DURBAN
4001
12th FLOOR, BID BOX NUMBER: 01

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF HUMAN SETTLEMENTS

BID NUMBER:	ZNB155/2026/27HSE	CLOSING DATE:	09 JULY 2026	CLOSING TIME:	11:00
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DESCRIPTION	PROVISION OF CLEANING SERVICES AND PLANT MAINTENANCE FOR THE KZN DEPARTMENT OF HUMAN SETTLEMENTS, EAGLE BUILDING, 353-356 DR PIXLEY KASEME STREET, DURBAN, FOR A PERIOD OF 36 MONTHS
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN BID BOX NUMBER **01** SITUATED IN THE FOYER, 12TH FLOOR, DEPARTMENT OF HUMAN SETTLEMENTS, EAGLE BUILDING, 353 – 356 DR PIXLEY KASEME STREET, DURBAN, 4001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	S BIYASE / S MKHIZE / V. MKHWANAZI	CONTACT PERSON	MS. S. MKHIZE / MRS. T. MLABA
TELEPHONE NUMBER	031 336 5165 / 5241 / 5420	TELEPHONE NUMBER	031 336 5225 / 031 336 5390
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	siphesihle.biyase@kzndhs.gov.za sizwe.mkhize@kzndhs.gov.za victor.mkhwanazi@kzndhs.gov.za	E-MAIL ADDRESS	thandeka.mlaba2@kzndhs.gov.za / silungile.mkhize@kzndhs.gov.za

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

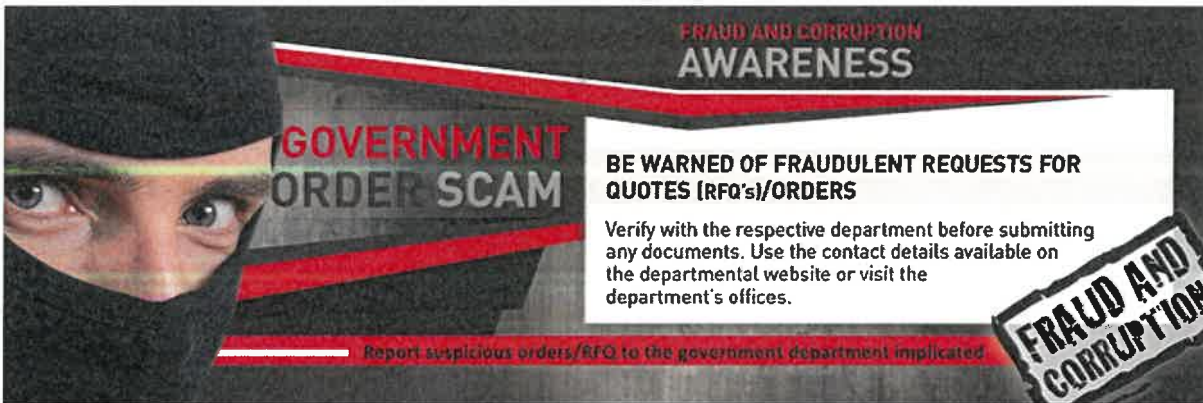
DATE:

NOTICE TO BIDDERS

Potential Service Providers Declaration and Privacy Notice

1. I declare that all the personal information furnished by me on this form is true and correct, and I undertake to inform the Kwa-Zulu Natal Department of Human Settlements (KZN DHS) of any changes in my personal information.
2. I undertake to comply with all the rules, regulations, and decisions of KZN DHS and any amendments thereto and I have taken note of advice which may be applicable to potential service providers in general.
3. I, as a potential service provider of KZN DHS, hereby consent that KZN DHS may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
 - 3.1. internal administrative processes pertaining to offering goods and/or service to the KZN DHS; and
 - 3.2. conducting service provider vetting; and
 - 3.3. rendering services or providing goods to KZN DHS.
4. I also consent that KZN DHS may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies and legal entities which may lawfully require such information for legal obligations and/or investigations.
5. I understand that in terms of the POPIA and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.
6. I will not hold KZN DHS responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.
7. I confirm that I have read the notice and understand the contents.

SCAM ALERT



The KZN DHS would like to warn all prospective suppliers / bidders about an alarming scam which is currently circulating which seeks to request suppliers to submit quotations to the Department or charge a non-refundable fee for quotation or tender documents. The KZN DHS does not charge any fees for quotation or tender documentation; therefore, all prospective suppliers / bidders are cautioned to contact the KZN DHS when they suspect any scam as well as when fictitious purchase orders placed for goods or services and KZN DHS's name is being used.

SIGNATURE OF BIDDER:

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

DATE:

Initials _____

SECTION A

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.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa 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 accurately completed. Bidders must ensure that all questions are answered. If questions are "not applicable", bidders must ensure that "NA" is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Bidders will only be considered if the bid document is accurately completed and accompanied by all relevant certificates and other necessary and applicable information. Original signature must appear on all relevant Sections of the bid document. Failure to comply with same will invalidate your bid.**
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. A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.
7. A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
8. A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
9. **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. An electronic storage device containing only a scanned copy, in PDF format, of the bid shall be submitted together with the bid inside the sealed envelope. If this provision is not complied with, such bids may be rejected as being invalid.**
10. 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.
11. 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.
12. 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.
13. No bid submitted by telefax, telegraphic or other electronic means will be considered.
14. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
15. **Any alteration made by the bidder must be initial.**
16. **Use of correcting fluid/ erasable pen is prohibited.**
17. Bids will be opened in public as soon as practicable after the closing time of bid.
18. Where practical, prices are made public at the time of opening bids.
19. 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.
20. **Bidder must initial each and every page of the bid document.**
21. The bid document can only be downloaded at no cost from the departmental website.
www.kzndhs.gov.za/tenders/advertisements or www.etenders.gov.za/browse opportunities/currently advertised
22. No bid document will be issued by the Department.

23. **NB: ANY FALSE INFORMATION THAT IS SUBMITTED BY THE BIDDER WILL LEAD TO DISQUALIFICATION.**
24. **BIDDERS MUST FURNISH ORIGINAL BID DOCUMENTS AT THE BRIEFING SESSION VENUE, as Section D will be endorsed by the Departmental official. Bidders who fail to furnish original bid document at the compulsory briefing session may be disqualified.**
25. **No briefing session page (Section D) will be issued by the Department at the briefing session venue.**

COMPULSORY BRIEFING SESSION DETAILS:

DATE: 23 JUNE 2026

TIME: 11:00AM

VENUE: KZN DEPARTMENT OF HUMAN SETTLEMENTS

EAGLE BUILDING

7TH FLOOR BALCONY/SMOKING AREA

353 – 356 DR PIXLEY KASEME STREET

DURBAN

4001

SECTION B
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
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 have;
 - 3.1 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 request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

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

WHO REPRESENTS (state name of bidder)

CSD Registration Number **MAAA**.....

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:

SECTION D
OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Site/Building/Institution Involved: **KWAZULU-NATAL DEPARTMENT OF HUMAN SETTLEMENTS**

Bid Reference No: **ZNB155/2026/27HSEHSE**

- Goods/Service/Work: **PROVISION OF CLEANING SERVICES AND PLANT MAINTENANCE FOR THE KZN DEPARTMENT OF HUMAN SETTLEMENTS, EAGLE BUILDING, 353-356 DR PIXLEY KASEME STREET, DURBAN, FOR A PERIOD OF 36 MONTHS**

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Attended the briefing session on **23 JUNE 2026** and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp with Signature

PRICING SCHEDULE – NON-FIRM PRICES

DESCRIPTION: PROVISION OF CLEANING SERVICES AND PLANT MAINTENANCE FOR THE KZN DEPARTMENT OF HUMAN SETTLEMENTS, EAGLE BUILDING, 353-356 DR PIXLEY KASEME STREET, DURBAN, FOR A PERIOD OF 36 MONTHS

Name of bidder.....	Bid number: ZNB155/2026/27HSE
Closing Time 11:00	Closing date: 09 JULY 2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

THE BIDDER MUST CLEARLY INDICATE THE MONTHLY COSTS BY SUBMITTING AN ANALYSIS OF THE COST STRUCTURE IN SOUTH AFRICAN CURRENCY AS APPENDED HEREUNDER:

NB: PLEASE NOTE WHEN PRICING – REFER TO THE TABLE ON EQUIPMENT & CONSUMABLES ON PAGE 37 AND PARAGRAPHS 28 & 39 ON PAGES 41 AND 45 RESPECTIVELY.

1.	LABOUR COST	RATE	NO. STAFF	TOTAL PER MONTH	TOTAL COST FOR 36 MONTHS
1.1	COST OF SALARIES		19		
2	CONSUMABLES				
	MATERIAL LIST PER MONTH	NO	COST	TOTAL PER MONTH	TOTAL COST FOR 36 MONTHS
2.1	Double-ply toilet paper 48's	40 bales			
2.2	Plastic refuse bags for office, kitchen, and parking dustbins (20 units per packet)	10			
2.3	Dishwashing liquid	25L			
2.4	Hand Soap	25l			
2.5	Ammoniated cream cleaner	10L			
2.6	Toilet bowl cleaner	15L			
2.6	Thick bleach	15L			
2.7	Carwash Liquid	25L			
2.8	Tyre and dash cleaner	5L			
2.9	Liquid furniture polish (400ml spray cans)	15			
2.10	Liquid window cleaner (750ml bottles)	3			
	Air freshener	45			
	Urinal P mats	26			
	Dish washing clothes (PACK OF 10)	3 PACKS – REPLACE WHEN WORN OUT			
	Dishwashing sponges (PACK OF 10)	3 PACKS – REPLACE WHEN WORN OUT			
2.11	Steel wool rolls (100g)	1 ROLL			
2.12	Dust cloths	20 UNITS – REPLACE			

		WHEN WORN OUT			
	Self-shine floor polish	10L			
	Tile cleaner	10L			
	Tile stripper	10L			
	Toilet brushes (must be replaced every 3 months)	90 (every 3 months)			
2.13	Paper Towels (six Pack)	60			
2.14	Deo blocks	5kg			
	TOTALCONSUMABLES				
	EQUIPMENT AND SUNDRIES Items used for daily operations (e.g., mops, brooms, cloths, etc.)				
3.	OUTSOURCED SERVICES (SHE) Inclusive of equipment hire for ablution facilities (e.g., dryers, bins, and air fresheners)				
	COST PER MONTH EXCLUDING LABOUR				
5.	OVERHEADS				
	SUB TOTAL				
6.	DEEP CLEANING CARPETS				
7.	PLANT MAINTENANCE				

	ITEM	TOTAL COST FOR 36 MONTHS
1.	LABOUR COST AS PER BCCCI	
2.	CONSUMABLES	
3.	EQUIPMENT & SUNDRIES	
4.	OUTSOURCED SERVICES (SHE)	
5.	OVERHEADS	
6.	DEEP CLEANING OF CARPETS	
7.	PLANT MAINTENANCE	
	SUB TOTAL	
	PROFIT	
	VAT @15%	
	TOTAL COST OF CONTRACT (INCL. VAT)	

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

TOTAL AMOUNT IN WORDS (INCLUSIVE OF VAT)

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

- Duration of contract: **36 MONTHS**

SIGNATURE

DATE

Initials _____

**SECTION F
BIDDER'S DISCLOSURE**

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....
.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

..... Signature Date
..... Position Name of bid der

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

- (a) Price; and
- (b) Specific Goals.

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

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

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

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

Initials _____

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Ownership - Attach CIPC Certificate, BBBEE Certificate or EME/QSE Sworn Affidavit	2	
Minimum 51% Woman Ownership - Attach share certificate and identity Document	8	
Minimum 51% Youth Ownership - Attach share certificate and identity Document	6	
Minimum 51% Owned by person living with Disabilities - Attach share certificate and proof of disability from medical practitioner	2	
Enterprise located in a specific municipal area for work to be done or services to be rendered - Attach utility bill or lease agreement or ward councilor letter	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

Initials_____

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SECTION H GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

ii) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found

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

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

9 Packing

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

10 Delivery and documents

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

11 Insurance

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

12 Transportation

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

13 Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22 Penalties

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

23 Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices

in competing for or in executing the contract.

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- 23.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24 Anti-dumping and countervailing duties and rights

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

25 Force Majeure

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

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

26 Termination for insolvency

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

27 Settlement of Disputes

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

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

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

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

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

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

28 Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

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

30 Applicable law

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

31 Notices

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

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

32 Taxes and duties

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

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

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

33 National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

**SECTION I
SPECIAL CONDITIONS OF CONTRACT**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

- 1.1. 36 Months
- 1.2. The KwaZulu-Natal Department of Human Settlements reserves the right to vary/amend/reduce the scope of work awarded to the successful bidders should it become necessary to relocate its offices to an alternative address on 3 (three) months' notice of such relocation by the Department.
- 1.3. Any variation / amendment will be subject to mutual consent and will remain in place for the remainder of the 36-month period.

2. EVALUATION CRITERIA

There are **three (3)** main stages in the selection process, namely, ensuring that bids comply with Administrative Compliance, Eligibility Criteria and Price and Specific Goals.

2.1. Stage 1 – Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to K. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.

The following documentation must be submitted

CRITERIA		YES	NO	REMARKS
PART A	INVITATION TO BID (SBD 1)			
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)			
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID			
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE			
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS			
SECTION D	OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE			
SECTION E	PRICING SCHEDULE (SBD 3)			
SECTION F	DECLARATION OF INTEREST (SBD 4)			
SECTION G	PREFERENCE POINTS CLAIM FORM (SBD 6.1)			
SECTION H	GENERAL CONDITIONS OF CONTRACT			
SECTION I	SPECIAL CONDITIONS OF CONTRACT			
SECTION J	AUTHORITY TO SIGN THE BID			
SECTION K	TERMS OF REFERENCE			
	PROOF OF REGISTRATION WITH THE BARGAINING COUNCIL FOR THE CONTRACT CLEANING SERVICES INDUSTRY (BCCCI)			
	VALID LETTER OF GOOD STANDING FOR COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES. (COIDA – CLEANING)			

2.1.1 SCOPE OF BID

- 2.1.1.1 This bid is invited by the KwaZulu-Natal Department of Human Settlements and is open to all potential service providers who have the capacity and wish to participate in this bid which entails the **PROVISION OF CLEANING SERVICES AND PLANT MAINTENANCE FOR THE KZN DEPARTMENT OF HUMAN SETTLEMENTS, EAGLE BUILDING, 353-356 DR PIXLEY KASEME STREET, DURBAN, FOR A PERIOD OF 36 MONTHS**
- 2.1.1.2 All suppliers submitting their bids must be registered with the Central Suppliers Database. Non-registration of a bidder at time of closing of the bid will render the bid invalid.
- 2.1.1.3 Each party to a Joint Venture/Consortium submitting a bid must be registered on the Central Suppliers Database. Non-registration of any party to such a Joint Venture/Consortium on closing of the bid will render the bid invalid.
- 2.1.1.4 Joint Venture agreement should detail percentage to the project and must be signed by both parties.
- 2.1.1.5 A nominated bank account must be opened.
- 2.1.1.6 Each party to a Joint venture must complete SBD 4 (declaration of interest).
- 2.1.1.7 The Department reserves the right in accepting and awarding of the bid. The Department is not obliged to accept the lowest or any bid.
- 2.1.1.8 The service must be executed by the successful bidder to whom the bid is awarded.
- 2.1.1.9 The Department reserves the right to award the bid in totality or to contract multiple service providers to procure the required service.
- 2.1.1.10 Service provider to ensure full compliance with all aspects of the specifications.
- 2.1.1.13 Service providers to ensure full compliance with all aspects of the specifications. The closing date for receipt of bid is **09 JULY 2026 at 11h00**. The bids should be submitted in a sealed envelope marked "Bid – ZNB155/2026/27HSE", an electronic storage device containing only a scanned copy, in PDF format, of the bid shall be submitted together with the bid inside the sealed envelope. The bid box marked **BOX NO. 01** is located at the foyer area of the **KZN DEPARTMENT OF HUMAN SETTLEMENTS, 12TH FLOOR, 353-356 DR. PIXLEY KASEME STREET, DURBAN.**

2.2 Stage 2 – Eligibility Criteria

A COMPREHENSIVE COMPANY PROFILE / PROPOSAL MUST BE ATTACHED DETAILING ALL INFORMATION REQUIRED AS PER EVALUATION CRITERIA. THE PROFILE / PROPOSAL MUST HAVE TRACEABLE REFERENCES WITH A PROVEN TRACK RECORD. IN CASES WHERE THERE ARE TEAMS, DETAILED CURRICULAM VITAE OF ALL KEY PERSONNEL IS REQUIRED. DOCUMENTARY PROOF OF COMPLETED PROJECTS MUST BE ATTACHED. A MINIMUM OF 60% IS REQUIRED IN ORDER TO QUALIFY.

Key aspect of Eligibility	Basis for points allocation	Score	Max Points
Methodology	<ul style="list-style-type: none"> Provide a detailed plan that covers the proposed scope of work including task descriptions and how such tasks will be performed on a daily basis. (8) <ul style="list-style-type: none"> Floor maintenance (2) Equipment and consumable (2) Provision of labour (2) Frequency (2) Provide a suitable timeframe and turnaround time with regards to solving problems which may arise during the execution of contract and provide a contingency plan. (14) <ul style="list-style-type: none"> Turnaround time and steps to be followed (7) Contingency plan with timelines (7) Provide proof e.g. uniform pictures with company logo and other related protective clothing in line with the Occupational Health and Safety Act. (8) <ul style="list-style-type: none"> Safety boots (2) Uniform with company logo (2) Winter uniform (Jersey, jackets) (2) PPE (gloves) (2) 	Good	20-30
	Provides adequate details with regard to methodology and the above relevant areas of compliance	Fair	10-19
	Does not provide adequate information regarding above	Poor	0 - 9
	<ul style="list-style-type: none"> Provide a maximum of 6 references for a value accumulative to R500 000.00 in a letterhead of the entity where similar work has been undertaken in the last 5 years. (Letters must indicate brief description, value of the project, contract period, be signed by authorized personnel and have contact details of the client). - If one of the above listed points is missing on the letter, it (the letter) will be null and void. <p>Each letter -5 points 5 – 6 Reference letters Service provider has extensive cleaning related experience</p>	Good	25-30
Service provider has moderate cleaning related experience. 3 – 4 Reference letters	Fair	15-20	
Service provider has limited cleaning-related experience. 1 – 2 Reference letters	Poor	10-15	
No reference letters = 0 points		0	
NB: The Department reserved the right to verify the authenticity of the references.			
Resources & Equipment	Organisational Capacity (Human resources and working tools)	Good	30-40
	Provide details of your company structure / organogram which includes key personnel Director, Site Manager, Accounts Clerk/Administrator, cleaning Supervisor, Cleaning staff. (5)		
	Key Personnel CV with duties and proof of training		
	<ul style="list-style-type: none"> 1 Cleaning Supervisor (3) 3 Cleaners (6) Outline training and Skills Development Plan for all employees <ul style="list-style-type: none"> Occupational Health and Safety (7) First Aid (7) Hazardous training (6) Housekeeping (6) 		
	Service provider has limited Resources and equipment to execute the required service	Fair	20-29
Service provider does not have the required resources and equipment to execute the required service	Poor	0 –19	
NB: Prior to the appointment, the Department reserved a right to verify the resources and equipment			
TOTAL			100

2.3 Stage 3 – Preferential Points Evaluation

2.3.1 This bid will be evaluated using the 80/20 preference point system.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Ownership - Attach CIPC Certificate, BBBEE Certificate or EME/QSE Sworn Affidavit	2	
Minimum 51% Woman Ownership - Attach share certificate and identity Document	8	
Minimum 51% Youth Ownership - Attach share certificate and identity Document	6	
Minimum 51% Owned by person living with Disabilities - Attach share certificate and proof of disability from medical practitioner	2	
Enterprise located in a specific municipal area for work to be done or services to be rendered - Attach utility bill or lease agreement or ward councilor letter	2	

3. BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

- 3.1 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.
- 3.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 3.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 3.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 3.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson

Bid Appeals Tribunal

Private Bag X9082

Pietermaritzburg, 3200

**SECTION J
AUTHORITY TO SIGN A BID**

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I)	(II)	(III)	(IV)	(V)	(VI)	
CLOSE CORPORATION	COMPANIES	SOLE PROPRIETOR	PARTNERSHIP	CO-OPERATIVE	JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is (**specimen signature**).....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION K

TERMS OF REFERENCE/ SPECIFICATIONS

BIDDERS TO COMPLY STRICTLY WITH ALL FACETS OF THE SPECIFICATION, METHODOLOGY AND ADDITIONAL INFORMATION TO INDICATE OR EMPHASIZE CAPACITY TO UNDERTAKE THE REQUIRED SERVICE MUST BE FURNISHED.

NO.	SITE WHERE SERVICE WILL BE PROVIDED	BID NUMBER
1.	PROVISION OF CLEANING SERVICES AND PLANT MAINTENANCE FOR THE KZN DEPARTMENT OF HUMAN SETTLEMENTS, EAGLE BUILDING, 353-356 DR PIXLEY KASEME STREET, DURBAN, FOR A PERIOD OF 36 MONTHS	ZNB155/2026/27HSE

BIDDERS TO COMPLY STRICTLY WITH ALL FACETS OF THE SPECIFICATION.

METHODOLOGY AND ADDITIONAL INFORMATION TO INDICATE OR EMPHASIZE CAPACITY TO UNDERTAKE THE REQUIRED SERVICE MUST BE FURNISHED IF NECESSARY.

PROVISION OF CLEANING SERVICES & PLANT MAINTENANCE FOR THE KZN DEPARTMENT OF HUMAN SETTLEMENTS, EAGLE BUILDING, 353-356 DR PIXLEY KASEME STREET, DURBAN.

TERMS OF REFERENCE

1. SCOPE OF WORK

The work covered by this specification includes cleaning and hygiene maintenance of the interior of the building to ensure a clean and tidy working environment, as well as external as defined.

2. EQUIPMENT AND CONSUMABLES

The contractors will provide all equipment and materials necessary for the execution of the contract at their own expense.

2.1 AREAS TO BE SERVICED

- 2.1.1 Cleaning of internal windows
- 2.1.2 All passages, Offices, and Boardrooms
- 2.1.3 Stairs and landings
- 2.1.4 Refuse bin areas
- 2.1.5 Parking areas and ramps
- 2.1.6 Toilets: general and dedicated
- 2.1.7 Tea rooms and kitchens
- 2.1.8 Common area windows and panels.
- 2.1.9 Washing of kitchen and boardroom cutlery.
- 2.1.10 Serving tea on boardroom meetings when necessary
- 2.1.11 Washing of Government vehicles (± 19)

4. AREAS EXCLUDED

- 3.1 EXTERNAL HIGH RISE WINDOWS
- 3.2 STRONGROOMS

4. DETAILS OF SERVICES REQUIRED

Bidders must indicate compliance to all subsections of the specification by answering “yes or no” in the applicable column. Additional information and clarity must be sought at the briefing session.

A. FLOOR MAINTENANCE

DESCRIPTION	FREQUENCY	YES	NO	REMARKS
Sweep with chemical impregnated mop according to type	Daily			
Spray buff with industrial Floor polisher. To be done by spraying a fine film of resin-based polish onto the floor according to type, whilst using either a high-speed or normal machine to obtain a high gloss non-slip finish	Daily			

B. RUGS AND CARPETING

DESCRIPTION	FREQUENCY	YES	NO	REMARKS
To be vacuumed thoroughly with suitable type of vacuum cleaners	Daily			
Deep cleansing of the carpet	After six months			
spot clean carpet	As necessary			

C: DUSTING AND POLISHING

Dust all furniture and fittings	Daily			
Dust all accessible surfaces not requiring Additional equipment	Daily			
Dust window sills, skirting, etc.	Daily			
Dust vertical surfaces, pictures etc.	Daily			
Dust accessible high-level ledges	Weekly			
Dust fire extinguishers	Daily			
Polish and shine furniture	Weekly			

D : WASTE DISPOSAL

Empty and clean waste paper baskets, Receptacles	Twice daily			
Remove all refuse to the disposal area	Daily			
Disinfect waste receptacles	Daily			
Clean smoking areas	Daily			

E: TOILETS AND WASHROOMS

Empty and clean waste Receptacles	Daily			
Clean and sanitize all Bowls, basins, and urinals	Daily			
Disinfect and clean the floor According to the type	Daily			
Clean all bright metal Fittings and mirrors	Daily			
Provide and refill Toilet rolls and soap	Daily			
Dust windows sills, Ledges, pipes, and fittings	Daily			
Spot clean walls, doors And tiles	Daily			
Sweep, scrub, and disinfect Floors	Daily			
Deep-cleanse urinals and toilet bowls	Monthly			

F : GLASS AND METAL WORK

Spot clean glass doors	Daily			
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Wipe all bright metal fittings to an accessible height	As necessary			
Spot clean all marks from the walls and light switches	As necessary			
H : STAIRS				
Dust and wipe handrails and fittings	Daily			
Maintain landings, treads, and risers according to Finish	Daily			
Sweep the fire escape	Daily			
Wash the fire escape	Weekly			
I : FOYERS AND ENTRANCES				
Sweep all entrance steps with a suitable type Broom	Daily			
Clean door mats	Daily			
J: LIFTS				
Clean exterior faces of doors	Daily			
K: PARKING GARAGES				
Sweep parking garages	Daily			
Keep parking areas litter-free	Daily			
Wash parking areas /Garage	Monthly			
L: WINDOWS AND PARTITION GLASS				
Clean and wash the inside faces of office windows	Monthly			
Clean both faces of the partition glass	Weekly			
M : KITCHENS				
Clean and wash the kitchen sinks with appropriate chemicals	Daily			
Sweep and mop kitchen floors	Daily			
Clean waste receptacles	Daily			
N : OTHER				
Defrost and clean inside/outside of fridge	Monthly			
Prepare beverages for boardroom meetings and clean crockery/utensils thereafter.	On request			
Clean and disinfect telephones	Weekly			
Vacuum the interior of vehicles, including Boot and wipe interior.	Weekly			
Wash vehicle exterior, inclusive of tyres, alloy rims, and wheel caps.	Weekly			
Cleaning of boardrooms and polishing of furniture	Daily			

SIGNATURE OF BIDDER

DATE

Initials _____

SECTION B

1. EQUIPMENT AND CONSUMABLES

1.1. THE CONTRACTOR SHALL SUPPLY, INSTALL, COMMISSION, MAINTAIN, AND REPLENISH THE ITEMS AS DESCRIBED HEREUNDER FOR ABLUTION FACILITIES:-

ITEMS	QUANTITY PER MONTH
Toilet paper bales 48s - 2ply	40 bales
Liquid soap	Replenish daily as per the quantity on the specification
Air freshener	To accommodate a 100ml deodorizer with automatic spray with timer 10 / 15 refilled monthly
Automatic paper towel dispenser (Sensor) with mounted wall bin	1 per abluion facility (Paper to be replenished when necessary)
Toilet seat wipes 200 sheets in a pack	1 pack per toilet cubicle per week
Sanitisers	To accommodate a 500ml continuous run refilled monthly.
Auto janitor	1 per toilet with Bio Sense and concentrated bacteria formulation
Pedal She bins with disposable liners	1 per female cubicle (to be cleared weekly by an accredited service provider)

1.2. THE ABOVE SHALL BE IMPLEMENTED AS APPENDED HEREUNDER:

FLOOR	MALE/ FEMALE	AUTOMATI C PAPER TOWEL DISPENSE R	SOAP DISPENS ER	SHE BINS WITH DISPOSA BLE LINER	AUTO JANITO R URINAL S	AIR FRESHN ER	TOILE T BRUS H	WALL BINS	TOILET WIPES DISPENS ER
07	FEMALE	1	1	4	0	1	4	1	4
	KITCHEN	1	1	0	0	0	0	0	0
08	MALE	2	2	0	3	2	5	2	5
	PARAPLEGIC KITCHEN	1 1	1 1	1 0	0 0	1 0	1 0	1 0	1 0
09	MALE	1	1	0	2	1	1	1	1
	PARAPLEGIC	1	1	1	0	1	1	1	1
	FEMALE	2	2	6	0	2	6	2	6
	KITCHEN	1	1	0	0	0	0	0	0
10	MALE	2	2	0	3	2	5	2	5
	PARAPLEGIC	1	1	1	0	1	1	1	1
	KITCHEN	1	1	0	0	0	0	0	0
11	MALE	1	1	0	1	1	1	1	1
	PARAPLEGIC	1	1	1	0	1	1	1	1
	FEMALE	1	1	4	0	1	4	1	4
	KITCHEN	1	1	0	0	0	0	0	0
12	MALE	2	2	0	3	2	5	2	5
	PARAPLEGIC	1	1	1	0	1	1	1	1
	KITCHEN	1	1	0	0	0	0	0	0
13	MALE	1	1	0	1	1	1	1	1
	PARAPLEGIC	1	1	1	0	1	1	1	1
	FEMALE	1	1	4	0	1	4	1	4
	KITCHEN	1	1	0	0	0	0	0	0
14	MALE	2	2	0	3	2	5	2	5
	PARAPLEGIC	1	1	1	0	1	1	1	1
	KITCHEN	1	1	0	0	0	0	0	0
15	MALE	1	1	0	1	1	1	1	1

	PARAPLEGIC	1	1	1	0	1	1	1	1
	FEMALE	2	2	5	0	2	5	2	5
	KITCHEN	1	1	0	0	0	0	0	0
16	MALE	2	2	0	3	2	5	2	5
	PARAPLEGIC	1	1	1	0	1	1	1	1
	KITCHEN	1	1	0	0	0	0	0	0
17	PARAPLEGIC	1	1	1	0	1	1	1	1
	FEMALE	1	1	3	0	1	3	1	3
	KITCHEN	1	1	0	0	0	0	0	0
18	MALE	1	1	0	2	1	3	1	3
	PARAPLEGIC	1	1	1	0	1	1	1	1
	KITCHEN	1	1	0	0	0	0	0	0
19	PARAPLEGIC	1	1	1	0	1	1	1	1
	FEMALE	1	1	3	0	1	3	1	3
	KITCHEN	1	1	0	0	0	0	0	0
20	MALE	1	1	0	2	1	3	1	3
	PARAPLEGIC	1	1	1	0	1	1	1	1
	KITCHEN	1	1	0	0	0	0	0	0
21	PARAPLEGIC	1	1	1	0	1	1	1	1
	FEMALE	1	1	3	0	1	3	1	3
	KITCHEN	1	1	0	0	0	0	0	0
22	MALE	1	1	0	2	1	3	1	3
	PARAPLEGIC	1	1	1	0	1	1	1	1
	KITCHEN	1	1	0	0	0	0	0	0
23	MALE	1	1	0	0	1	1	1	1
	FEMALE	2	2	4	0	2	4	2	4
	KITCHEN	1	1	0	0	0	0	0	0
TOTAL		62	62	51	26	45	90	45	90

1.3. TABLE 1 PROVISION OF LABOUR:

CATEGORY OF LABOUR	NUMBER OF PERSONNEL	COMMENCE TIME OF WORK	CLOSING TIME OF WORK	REMARKS
SEMI SKILLED SUPERVISOR	1	07:00	16:00	MON TO FRI EXCLUDING PUBLIC HOLIDAYS
UNSKILLED CLEANERS	18	07:00	16:00	MON TO FRI EXCLUDING PUBLIC HOLIDAYS

1.4. MONTHLY QUANTITIES OF CLEANING MATERIALS TO BE PROVIDED (COMMODITIES)

CLEANING MATERIALS

ITEM DESCRIPTION	NO PER MONTH
Double-ply toilet paper 48's	40 bales
Plastic refuse bags for office, kitchen, and parking dustbins (20 units per packet)	10
Dishwashing liquid	25L
Hand Soap	25L
Ammoniated cream cleaner	10L
Toilet bowl cleaner	15L
Thick bleach	15L

Carwash Liquid	25L
Tyre and dash cleaner	5L
Liquid furniture polish (400ml spray cans)	15
Liquid window cleaner (750ml bottles)	3
Dish washing clothes (PACK OF 10)	3 PACKS – REPLACE WHEN WORN OUT
Dishwashing sponges (PACK OF 10)	3 PACKS – REPLACE WHEN WORN OUT
Steel wool rolls (100g)	1 ROLL
Dust cloths	20 UNITS – REPLACE WHEN WORN OUT
Self-shine floor polish	10L
Tile cleaner	10L
Tile stripper	10L
Toilet brushes (must be replaced every 3 months)	90 (every 3 months)
Paper towels (six pack)	60
Deo Blocks	5kg

1.5. QUANTITIES OF HYGIENE EQUIPMENT AND MATERIALS TO BE PROVIDED

ITEM DESCRIPTION	FREQUENCY OF MAINTENANCE/ SERVICE	NUMBER OF UNITS TO BE SUPPLIED/INSTALLED
Refill sanitisers with sanitiser spray	Monthly	15L
Refill hand soap containers (900ml)	Monthly	25L
Refill air fresheners (75ml air mist; to last for 30 days)	Monthly	45
Replenish paper/hand towels (150m roll; quality must comply with SANS 1887-8) (six pack)	Upon usage	60
Install holders for disinfection cleaning wipes	Once-off	35
Refill/replace disinfection cleaning wipes	Monthly	35
Replace P-mat at urinals	Monthly	26
Urinal auto sanitiser dispenser refill	Monthly	26
Empty, sanitise and deodorise sanitary SHE bins	Weekly	51
Sanitise and deodorise the sanitary SHE bins	Weekly	51
Supply disposable plastics for sanitary products	Weekly	
Deo blocks	Monthly	5KG
Empty, Supply Bio Hazard Bins,	Weekly	51
Supply Bio-hazard bin liners	Monthly	51
Install toilet Roll holders	Once off	25
Hand towel (paper) dispensers	Once off	62

Install Sanitizer Drip for Urinals	Once off	26
Hands-free sanitizer holder	Once off	62
Air freshener holders (motion sensor)	Once off	45
Disinfection cleaning wipe holders	Once off	62
Wall Bins	Once off	45
Hand soap dispenser	Once off	62

CONDITIONS OF CONTRACT

1. The contractor is not responsible for payment of accounts for refuse, electricity, or water used in the performance of this contract.
2. The service provider is required to keep 2 x 20 litres of water on site for each floor, in case of shortages of water supply.
3. Storage facilities for the contractor's stock and equipment will be provided. The contractor will be responsible for the security thereof.
4. The contractor must arrange for adequate supervision of his employees to ensure that all services are rendered efficiently to the entire satisfaction of the Department of Human Settlements.
5. The contractor must make his/her own arrangements for the transport of his/ her employees.
6. The contractor shall be responsible for any keys handed to him/her during the specified days and times of the contract. If any keys are lost by any employee of the contractor. The lock for which key was used must be replaced, and new keys provided by the contractor at his / her own cost.
7. The monthly rental charge includes cleaning and maintenance of stock and equipment. The contractor will replace, free of charge, any worn-out stock and equipment that is attributable to wear and tear.
8. Stock and equipment to be supplied and maintained only by the contractor.
9. In the event of the contractor, for any reason, terminating this agreement before the expiry date, a cancellation fee equivalent to any or all additional costs which the Department of Human Settlements may have in awarding this service to a suitable contractor will be payable by the contractor.
10. The contractor shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993 when rendering services to the department, and the contractor will be held responsible for any contraventions of the act.
11. The department reserves the right to terminate the contract should the service provider no longer be accredited to the relevant professional bodies.
12. The Department reserves the right to cancel the contract if an error is noted after an award of the Contract.
13. The department reserves the right to deduct the monthly invoice should the services not be rendered in accordance with the conditions of the contract or specification.
14. All equipment and consumables supplied must be SABS approved.
15. No verbal changes or adjustments to this agreement will be recognized.
16. Failure to install required equipment within 10 working days from the commencement date of the contract will result in termination thereof.

22	BRIEFING SESSION
	A site briefing session will be held on-site
23	COMPULSORY SITE INSPECTIONS All bidders are required to conduct a site inspection to ensure the magnitude of the contract Bidders may visit the office by appointment
24	WORKPLAN
24.1.	The bidders must submit, together with the bid, a complete work plan in which, amongst others, the following should be indicated:
24.2.	The work method/plan that will be followed for the execution of the contract, in terms of how the monitoring and supervision will be done.
24.3.	A schedule of all duties to be carried out by the cleaning and hygiene service provider should be included in the work plan for the full contract period and must be approved by the Department.
24.4.	The work plan document must also include the maintenance of cleaning services and hygiene equipment.
24.5.	The Department of Human Settlements will work strictly according to the work schedule, and if the tasks indicated on the work schedule are not performed on time, that will constitute a breach of contract, and penalties will be levied.
24.6.	Penalties for non-performance will be determined and agreed upon with the successful bidder at the beginning of the contract.
24.7.	No other duties will be performed by the cleaning staff (e.g., washing of crockery, dishes for departmental staff).
25.	LEGISLATIVE REQUIREMENTS Bidders must comply with the following Legislative and Regulatory Requirements

a.	Basic Conditions of Employment Act, 75 of 1997.
b.	Sectoral Determination 1: Contract Cleaning Sector.
c.	Occupational Health Safety Act, 85 of 1993.
d.	Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
e.	Unemployment Insurance Contributions Act, No. 4 of 2002.
f.	Unemployment Insurance Act, no. 63 of 2001.
g.	National Minimum Wage Act no. 9 of 2018.
h.	Labour Relations Act, 66 of 1997
26.	OFFICIAL WORKING HOURS
26.1.	The working hours of the Department of Human Settlements are from 7:30 to 16:00 - Monday to Friday.
26.2.	Lunch break is between 12:30 and 13:00.
26.3.	The working hours for cleaning staff will be from 06h30 to 15h00 (will be agreed upon by the Department and the successful bidder).
26.4.	Provision should be made for overtime when needed — for instance, stripping and sealing of floors/ deep cleaning of carpets that should be done after hours or over weekends. This should be agreed in advance.

27.	CONDITION OF CLEANING, HYGIENE EQUIPMENT AND MATERIALS.	
27.1.	The service provider must supply cleaning equipment and materials approved by SABS or a SABS-accredited agency.	
27.2.	The service provider must ensure that all cleaning equipment is in a serviceable condition.	
27.3.	The service provider must supply a material safety data sheet and chemical register for all chemicals used.	
27.4.	All cleaning material should be delivered on the last day of every month, and the remaining cleaning material remains the property of the Department.	
27.5.	Cleaning and hygiene should include the following, but is not limited to the items mentioned:	
28.	CLEANING EQUIPMENT TO BE SUPPLIED FOR EACH CLEANER	
	Cleaning trolley per cleaner	Mop per cleaner, which must be replaced every 3 months or earlier, should the need arise
	Broom and mop per cleaner	Dust pan per cleaner
	1,5 metre feather dusters per cleaner	Warning signs for wet/slippery floors are available for each cleaner.
	Vacuum cleaners (determined by the number of cleaners per site and, where applicable)	And all other necessary equipment. (to be indicated in the work-plan)
	Step ladders	
29.	UNIFORMS, OVERALLS, AND PROTECTIVE CLOTHING	
29.1.	Every employee must be clothed in a full uniform, depicting the name of the company, and the name tag of the employee.	
29.2.	Applicable personal protective clothing and equipment must be provided to the employees.	
29.3.	N.B All staff must always wear their uniform for identification	
30.	MEETINGS	
30.1.	The project manager of the appointed cleaning company must attend the following meetings 41rganized by the Department:	
30.2.	Monthly meetings;	
30.3.	Ad-hoc meetings are 41rganized as and when necessary.	
31.	PRICING Bidders should take note of the CPI clause from Statistics South Africa's website and also consider the cleaner's annual wage increase in terms of the Sectoral Determination and or National Minimum Wage Act (whichever is higher)	
31.1.	The Department retains the right to negotiate prices with the preferred bidder as prescribed by the Preferential Procurement Regulations (PPR) of 2017	
32.	GENERAL CONDITIONS	
32.1.	SUPERVISION REQUIREMENTS	
	The successful bidder must provide on-site supervision. Any liaison regarding the daily needs must be through the supervisor.	

32.2.	COMPLIANCE WITH LEGISLATION AND REGULATIONS
	The service provider must comply with all acts and regulations applicable to the contract cleaning and hygiene services sector.
32.3.	ROUTINE ACTIVITIES IN OFFICES
	Cleaning work should under no circumstances disrupt the routine activities of the State.
32.4.	WORKMANSHIP AND MATERIAL
	All work must be of a high standard and executed to the satisfaction of the Department. All material and chemicals must be of good and acceptable quality (SABS and/or SABS-accredited agent approved).
32.5.	FIRE EXTINGUISHERS
	The contractor and his employees shall under no circumstances make use of fire hose reels or other fire extinguishers on site in activities attached to the rendering of the service.
32.6.	TOILET AND DRESSING ROOMS
	The tending of toilets/bathrooms and dressing rooms shall, as far as possible, be done by employees of the appropriate gender.
32.7.	UNACCEPTABLE CLEANING AGENTS
	No equipment, utensils, or agents that may cause damage to persons, the buildings, fittings, or contents shall be used. The Department has the right to reject any such equipment, utensils, or agents.
32.8.	MACHINES AND EQUIPMENT
	The service provider shall refill, empty, or clean machines and equipment only at such places as indicated.
32.9.	WARNING SIGNS
	Clearly readable warning notices or signs must be exhibited where needed, where the rendering of the cleaning and hygiene service may cause injuries to any person(s).
32.10.	INFLAMMABLE AND POISONOUS SUBSTANCES
	The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the Department for the rendering of the service or any other purpose.
32.11.	LIABILITY
	The service provider indemnifies the State herewith from any claim from a third party and all costs or legal expenses regarding such a claim for loss or damage resulting from the death, injuries, or ailment of any person, or the damage of property of the service provider or any other person, that may result from or be related to, the execution of this contract.
32.12.	COMPENSATION FOR DAMAGES
	The service provider will be held liable for any damage or theft that may be caused to the premises or contents by his/her employees or due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the service provider. The contractor must arrange a public liability insurance policy with a reputable insurance company and submit documentary proof that the policy is in effect in the name of the service provider.

32.13.	RECTIFICATION OF DAMAGES
	In the case of damages to carpets, furniture, equipment, etc., resulting from the rendering of the service, the service provider undertakes to rectify the damage immediately to the satisfaction of the State. If the service provider fails to act immediately after notification, the State will rectify the damage, and the costs thereof will be recovered from any money due to the service provider.
33.	CONDITIONS IN RESPECT OF PERSONNEL OF THE SERVICE PROVIDER
33.1.	The service provider's personnel will have access to all areas, subject to other stipulations in this contract, to render the service. If the service is not rendered in that specific area at a given time, access to that area is forbidden.
33.2.	Each member of the service provider personnel must submit a trade health certificate at the start of the cleaning service, and it must be revised annually at the request of the contract person.
33.3.	Without prejudice to the service provider's responsibility to select his/her personnel before employment, the State will at all times have the right to point out staff members of the service provider who is considered a safety, health or security risk or with undesirable conduct in which case the service provider will be requested not to utilize such person(s) any longer to honor his/her obligations in terms of this agreement.
33.4.	In such a case, the service provider will immediately comply with the request and the service provider will not (as a result of such a request) be entitled to bring a claim for loss or damage against the State, and the service provider indemnifies the State against any claim from the employee concerned.
34.	UNSPECIFIED SERVICES
	Should any unspecified services be required by the Department, and payment must be made for such services, correct supply chain management processes will be followed.
35.	PAYMENTS
35.1.	Payment will be made not later than 30 days after a valid invoice/claim has been submitted and all requirements have been adhered to. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Certification can only take place after the last working day of the month during which the service was rendered. After the first month of service rendered, it will be a condition of payment that the invoice must be accompanied by a schedule that indicates the payment history of the previous month, specifically showing that the minimum rates as required by legislation have been paid to contracted cleaning staff.
35.2.	NB: No upfront advanced payments will be allowed.
36.	FORCE MAJEURE
36.1.	If the service is interrupted or temporarily delayed as a result of labour disputes, civil unrest, a local or national disaster, or any other cause beyond the control of the service provider, the parties must mutually agree on methods to continue with essential services.

36.2.	Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force majeure (vis major) the State will, at its discretion, determine which part(s) of the premises cannot or should not be put to further use for the original utilization and in respect of the unusable part(s) of the premises the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favor of the one party against the other shall result therefrom. In respect of the remaining part(s) of the premises that will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced by a relevant sum as mutually agreed to, as of the date of such change. When the damaged premises have been repaired, the State can request the contractor to resume the cleaning service with one month's written notification, in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.
37.	TERMINATION OR WITHDRAWAL
37.1.	In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the Government General Conditions of Contract will be applicable, which is 30 days by either party.
37.2.	<ul style="list-style-type: none"> ✓ Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or with the knowledge of the bidder), firm or company (the expression "person, firm or company" shall include an authorised employee or agent of such a person, firm or company): ✓ When advised that the bid has been conditionally accepted, has given notice of his inability to execute or sign the contract or furnish any security required. ✓ Has entered into an agreement or arrangement, whether legally binding or not, with any other person, firm, ✓ The department reserves the right to negotiate the final price.
38.	INDEMNITY
38.1.	The successful bidder will be held liable for any damages or loss suffered by the department as a result of the successful bidder's own or their employees' negligence or intent, which originated on the site.
38.2.	The department shall not be liable for any loss or damage of any nature to any of the successful bidder's properties or any items kept at the department's sites, even in cases where the loss originated as a result of negligence or intent on the part of the department.
38.3.	The department is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the Successful bidder, and which arise from or are the result of any act or Omission by the Successful bidder or an employee or agent of the Successful bidder in connection with the execution of the services in terms of this contract which may result in the following cases:
38.4.	Loss of life or injuries that may be sustained by the cleaning personnel during the execution of their duties.
38.5.	Damages to or destruction of any equipment or property of the successful bidder during the execution of their duties.
38.6.	Any claims and legal costs that may arise from the failure of, or acts committed by, cleaning personnel against third parties will be for the account of the service provider.
38.7.	Arrests and other illicit or wrongful deeds. The successful bidder shall be notified in writing of the particulars of each claim he is liable for.

39. HYGIENE EQUIPMENT

NB: The bidder must install, maintain, and repair the following equipment required during the period of the contract:

(It will be the service provider's responsibility to remove the equipment at the expiry of the contract.)

The dispensers are to be installed next to the basin.

- ✓ Sanitizer drip for urinals
- ✓ Toilet roll holder
- ✓ Hands-free sanitizer holder
- ✓ Battery-operated automated air fresheners
- ✓ Disinfection cleaning wipe holders
- ✓ Urinal auto sanitizer
- ✓ Sanitary bins

40. ADMINISTRATIVE REQUIREMENTS AND CONDITIONS

40.1. The successful bidder will be required to sign a Service Level Agreement (SLA) and a contract.

CONDITIONS ACCEPTED BY CONTRACTOR

DATE

TECHNICAL ENQUIRIES TO BE DIRECTED TO:

SILUNGILE MKHIZE / THANDEKA MLABA

031 336 5225 / 031 336 5390

silungile.mkhize@kzndhs.gov.za / thandeka.mlaba2@kzndhs.gov.za