

INVITATION TO BID



cogta

Department:
Co-operative Governance and Traditional Affairs
PROVINCE OF KWAZULU-NATAL

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER/S TO RENDER CLEANING
AND GARDENING SERVICES:**

**NATALIA – 330 LANGALIBALELE STREET
SOUTHERN LIFE PLAZA – 127 CHURCH STREET
WADLEY HOUSE – 115 JABU NDLOVU STREET
MKHONDENI – 66 SHORTTS RETREAT ROAD**

Bid No: ZNT2023/2021LG

COMPANY NAME :

Bidders must indicate which site they are tendering for:

	Area	Indicate (x)
A)	Natalia building; 330 Langalibalele Street, Pietermaritzburg	
B)	Southern Life Plaza building; 271 Church Street, Pietermaritzburg	
C)	Wadley House building; 115 Jabu Ndlovu Street, Pietermaritzburg	
D)	Disaster Management Centre; 66 Shortts Retreat Road, Mkhondeni	

Type of Bidder (Tick One Box)

One-person Business/Sole Trader	
Close corporation	
PTY (Ltd)	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

Participation Capacity (Tick One Box)

Prime Contractor	
Supplier/Sub-Contractor	

RETURN OF PROPOSAL

Proposal must be deposited in the **Bid box situated at Department of Co-operative Governance and Traditional Affairs, Lift Area, 13th floor, North Tower, Natalia Building.**

TABLE OF CONTENTS

SECTION	CONTENTS	PAGE
Section A –K– Standard Bid Documentation	Part A	Invitation to Bid
	Part B	Terms and Conditions for Bidding
	Section: C	Special Instructions and Notices to Bidders regarding the completion of Bidding Forms
	Section: D	Enquiries Regarding the Bidding Procedure
	Section: E	Declaration of Interest
	Section: F	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011
	Section: G	Conditions of bid
	Section: H	Pricing Page
	Section: I	Authority to Sign a Bid
	Section: J	Declaration of Bidders Past Supply Chain Management Practices.
	Section: K	Certificate of Independent Bid Determination
	Section: L	Special Conditions Of Contract
		Registration on the Central Supplier Database (CSD)
		Declaration that information on the CSD is current and up date
	Annexure: A	Specification
	Appendix 1	Details for completion
	Appendix 2	Returnable Documents
	Annexure B	General Conditions of Contract

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNT 2023/2021 LG	CLOSING DATE:	02 MARCH 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER/S TO RENDER CLEANING AND GARDENING SERVICES: NATALIA – 330 LANGALIBALELE STREET, SOUTHERN LIFE PLAZA – 127 CHURCH STREET WADLEY HOUSE – 115 JABU NDLOVU STREET AND MKHONDENI – 66 SHORTTS RETREAT ROAD				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
330 LANGALIBALELE STREET					
NATALIA BUILDING					
13 TH FLOOR, LIFT AREA NORTH TOWER					
PIETERMARITZBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Lindiwe Madlala		CONTACT PERSON	Mrs T Niekerk	
TELEPHONE NUMBER	033 260 8194		TELEPHONE NUMBER	033 260 8240	
E-MAIL ADDRESS	Lindiwe.madlala@kzncogta.gov.za		E-MAIL ADDRESS	Theo.niekerk@kzncogta.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR 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)?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

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

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

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Co-operative Governance and Traditional Affairs

Contact Person: Ms Lindiwe Madlala

Tel: 033 395 2174

Fax: 086 642 8873/ 033 342 8830

Email: lindiwe.madlala@kzncogta.gov.za

ANY ENQUIRIES REGARDING SPECIFICATION INFORMATION MAY BE DIRECTED TO:

Contact Person: Ms. T Niekerk

Unit: Auxiliary Services

Tel: 0332608240

E-mail address: Theo.niekerk@kzncogta.gov.za

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

2.2 Identity Number:
.....

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

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

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

4 DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to ~~exceed/not exceed~~ R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2.

- | | | |
|----|--|-----------|
| 1) | Status level certificate issued by an authorized body or person; | B-BBEE |
| 2) | affidavit as prescribed by the B-BBEE Codes of Good Practice; | A sworn |
| 3) | requirement prescribed in terms of the B-BBEE Act; | Any other |

3.

3.1

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

CONDITIONS OF BID

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

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7.CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

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

SIGNED ON THIS DAY OF 20 AT

.....
**SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE**

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....
POSTAL ADDRESS

.....
TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION H
PRICING PAGE – FIRM PRICES
(SERVICES)

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME: 02 MARCH 2022 @ 11:00 VALIDITY PERIOD: 120 DAYS

BID NO: ZNT 2023/2020 LG	PERIOD : 36 MONTHS
APPOINTMENT OF A SERVICE PROVIDER/S TO RENDER CLEANING AND GARDENING SERVICES: SOUTHERN LIFE PLAZA – 127 CHURCH STREET	NAME AND ADDRESS OF BIDDER(FIRM) TEL: FAX:
DOES OFFER COMPLY WITH THE SPECIFICATION? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES / NO <i>(Delete which is not applicable)</i>
TOTAL BID PRICE ** (ALL APPLICABLE TAXES INCLUDED)	R
BID PRICE IN WORDS ** (ALL APPLICABLE TAXES INCLUDED)	
REMARKS (If any): <div style="text-align: center;">(Signature of Bidder)</div> DATE: <div style="text-align: center;">(Signature of Witness)</div> DATE:

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

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

SECTION H
PRICING PAGE – FIRM PRICES
(SERVICES)

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being disregarded.

CLOSING DATE AND TIME: 02 MARCH 2022 @ 11:00 VALIDITY PERIOD: 120 DAYS

BID NO: ZNT 2023/2020 LG	PERIOD : 36 MONTHS
APPOINTMENT OF A SERVICE PROVIDER/S TO RENDER CLEANING AND GARDENING SERVICES: WADLEY HOUSE – 115 JABU NDLOVU STREET	NAME AND ADDRESS OF BIDDER(FIRM) TEL: FAX:
DOES OFFER COMPLY WITH THE SPECIFICATION? <i>If not, furnish details of deviation in space provided for "Remarks"</i>	YES / NO <i>(Delete which is not applicable)</i>
TOTAL BID PRICE ** (ALL APPLICABLE TAXES INCLUDED)	R
BID PRICE IN WORDS ** (ALL APPLICABLE TAXES INCLUDED)	
REMARKS (If any): <div style="text-align: center;">(Signature of Bidder)</div> DATE: <div style="text-align: center;">(Signature of Witness)</div> DATE:

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

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

SECTION H
PRICING PAGE – FIRM PRICES
(SERVICES)

N.B.: This form must be completed in detail, signed by the Bidder and bear the signature of a witness. Failure to comply with these requirements may result in the bid being dis-regarded.

CLOSING DATE AND TIME: 02 MARCH 2022 @ 11:00 VALIDITY PERIOD: 120 DAYS

BID NO: ZNT 2023/2020 LG		PERIOD : 36 MONTHS	
APPOINTMENT OF A SERVICE PROVIDER/S TO RENDER CLEANING AND GARDENING SERVICES: MKHONDENI – 66 SHORTTS RETREAT ROAD		NAME AND ADDRESS OF BIDDER(FIRM)	
		
		
		TEL:.....	
		FAX:.....	
DOES OFFER COMPLY WITH THE SPECIFICATION? <i>If not, furnish details of deviation in space provided for "Remarks"</i>		YES / NO (Delete which is not applicable)	
TOTAL BID PRICE ** (ALL APPLICABLE TAXES INCLUDED)		R	
BID PRICE IN WORDS ** (ALL APPLICABLE TAXES INCLUDED)			
REMARKS (If any):		
		(Signature of Bidder)	
		DATE:	
		
		(Signature of Witness)	
		DATE:.....	

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

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

AUTHORITY TO SIGN A BID

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20.....,

Mr/Mrs/Ms.....

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

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

SIGNATURE.....

DATE.....

C. PARTNERSHIP

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

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

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

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE

D. CLOSE CORPORATION

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

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

(Name of Close Corporation)
.....

SIGNED ON BEHALF OF CLOSE CORPORATION :

.....
(PRINT NAME)

IN HIS/HER CAPACITY ASDATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

E CO-OPERATIVE

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

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

at.....

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

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.....

2.....

F JOINT VENTURE

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

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

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

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

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

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

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME).....

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

G. CONSORTIUM

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

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

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

Mr/Mrs/Ms.....

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

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

SECTION L SPECIAL CONDITIONS OF CONTRACT

SECTION 1: DEFINITION OF TERMS

1.1 SERVICE

The services to be rendered by professional service providers must be rendered in terms of this contract.

1.2 CONTRACTOR

The person or persons, partnership, close corporation, firm or company, whose bid for this service was accepted.

1.3 AGREEMENT

This comprises the agreement signed by parties, the conditions of bid, the bid and the specifications.

1.4 AGREEMENT PERIOD

The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed in accordance with stipulations of the agreement.

1.5 PARTIES

The parties to this contract are The Head of Co-operative Governance and Traditional Affairs in the KwaZulu-Natal Provincial Administration and Contractor.

1.8 DEPARTMENT

KwaZulu-Natal department of Co-operative Governance and Traditional Affairs.

1.9 CURTAILMENT OF SERVICE

The Department reserves the right to withdraw from the service any part/s of the contract as a whole, with one month's written notification to the contractor. In a case such as this, the contract sum will be adjusted *pro rata* from the date of withdrawal.

SECTION 2: IMPORTANT INFORMATION TO NOTE

2.1 This bid is invited and will be awarded and administered in terms of the following:-

2.1 KwaZulu-Natal Supply Chain Management Policy Framework,

2.2 Section 217 of the Constitution,

- 2.3 The PFMA and its Regulations in general,
- 2.4 The Preferential Procurement Policy Framework Act,
- 2.5 National Treasury guidelines, and
- 2.6 Provincial Treasury's Supply Chain Management Practice Notes and guidelines

2.2

REQUIRED COMPULSORY INFORMATION

2.2.1 The bidder shall ensure that all the required information is furnished; viz:-

- 2.2.1 Declaration of interest (SECTION E)
- 2.2.2 Declaration certificate for local production and content for designated sectors (SECTION N)
- 2.2.3 Authority to sign a bid (SECTION I),
- 2.2.4 Conditions of Bid (SECTION G)
- 2.2.5 Each party to a Consortium/Group of sub-contractors must obtain separate Tax Clearance Certificate(s) and also be registered on the Suppliers Database.
- 2.2.6 A valid certified copy of B-BBEE Status Level Verification Certificate/ Letter from Sworn Affidavit must be submitted with the proposal.

NOTE: Failure to submit the required information may invalidate the entire proposal.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT

3.1 ACCEPTANCE OF BID

- 3.1.1 This bid has been invited, and will be adjudicated in terms of the KwaZulu-Natal Supply Chain Management Policy Framework and the KwaZulu-Natal Provincial Treasury's Practice Notes. Co-operative Governance and Traditional Affairs' Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 3.1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

3.2 APPEALS

- 3.2.1 Entities aggrieved by a decision of a departmental Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Bid Appeals Tribunal in the prescribed manner by the Supply Chain Management Policy Framework

3.3 AMENDMENT OF CONTRACT

- 3.3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

3.4 CHANGE OF ADDRESS

- 3.4.1 Bidders must advise the Department should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3.5 COMMUNICATION

- 3.5.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

The Head SCM Unit,
Department Co-operative Governance and Traditional Affairs,
Private Bag X9078,
Pietermaritzburg
3200

ENQUIRIES: **Ms Lindiwe Madlala TEL.: 033-260 8194**

3.6 COMPLETENESS OF BID

- 3.6.1 Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

3.7 COMPLETION OF SPECIFICATION

- 3.7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

3.8 CONDITIONS OF BID

- 3.8.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance.
- 3.8.2 No bid received by telegram, telex, or facsimile will be considered.
- 3.8.3 It shall be noted that the Department is under no obligation to accept the lowest or any bid.
- 3.8.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.
- 3.8.5 Bidders must provide the following particulars about themselves as part of the bid:
- 3.8.5.1 Where they have their Headquarters
 - 3.8.5.2 Where they have their Regional Office.
 - 3.8.5.3 Name, address and telephone number of bankers together with their bank account number.
 - 3.8.5.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

3.9 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:

- 3.9.1 By whom, or with whose assistance, was the business plan drafted?
- 3.9.2 By whom, or with whose assistance, were the bid prices calculated?
- 3.9.3 Whose advice is relied on?
- 3.9.4 Who will provide financial support?

3.10 A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

3.11 CONFIDENTIALITY

The contractor's staff that comes into contact with the Department's confidential information and documents may be required to sign confidentiality agreements so as to protect the Department's information.

3.12 CONTRACT PERIOD

3.12.1 There contract period shall remain in force for a period of 36 months from date of signing off the official contract.

3.12.2 The Department of Co-operative Governance and Traditional Affairs reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

3.13 EQUAL BIDS

3.13.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals.
Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

3.14 EXECUTION CAPACITY

3.14.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered

for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

3.15 EXTENSION OF CONTRACT

3.15.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

3.16 GENERAL EVALUATION CRITERIA

The Bid Evaluation Committee will assess offers and adhere to the following basic guidelines when evaluating.

- a. Whether all the required information called for in the bid document has been submitted by the bidder.
- b. Has the bidder supplied references or stated his/her experience as a Company to undertake the contract. References of past experience must accompany the bid document.
- c. The financial standing of the bidder and ability to render a service may be examined before an award of bid take place.

- d. Preferences will be taken into consideration by the Department in terms of the B-BBEE Scorecard.
- e. Documented reports received from an institution/s pertaining to past bad performance by a company who is tendering, may be taken into consideration.
- f. Did the bidder attend the site inspection/ briefing?
- g. Will the bidder be in a position to successfully execute the contract?
- h. The 80/20 Point System will apply in the evaluation of this bid.

3.17 IRREGULARITIES

- 2.17.1 Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

3.18 JOINT VENTURES

- 3.18.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by respective members.
- 3.18.2 Should this bid be submitted by a joint venture, a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 3.18.3 A trust, consortium or joint-venture must obtain and submit **a consolidated B-BBEE Status Level Verification Certificate**. The non-submission of a consolidated B-BBEE Certificate by a company will result in preference points not being allocated to such company. Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

3.19 LATE BIDS

- 3.19.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 3.19.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder, accompanied by an explanation.

3.20 NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

- 3.20.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of Co-operative Governance and Tradition Affairs' Supply Chain Management unit.

3.21 PRO RATA DECREASE OF COMPENSATION

- 3.21.1 Should the services not be rendered to the satisfaction of the Department and unsatisfactory items/ aspects/ events have already, in writing, been brought to the

attention of the Contractor, the Department reserves the right in terms of paragraph **3.27** hereunder, to retain payment to the Contractor for as long as the unsatisfactory service continues.

3.23 CENTRAL SUPPLIERS DATABASE

2.23.1 A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.

3.23.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

3.24 SUBMISSIONS AND COMPLETION OF SBD 6.1

3.24.1 Bidders are to complete SBD 6.1 document where applicable. Failure by the bidder to submit a valid B-BBEE status level verification certificate will result in the bidder not being considered for preference points allocation. If the information required is not applicable to the business, clearly insert the symbols "N/A" in the appropriate space. If the space provided is left blank, it will be regarded as information that is still outstanding and the SBD 6.1 will not be processed further.

3.25 TERMINATION OF SERVICES

3.25.1 Should the Contractor fail to meet the conditions of this contract, or continue rendering unsatisfactory service, the Employer reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Employer may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.

3.26 TAX CLEARANCE CERTIFICATE

3.26.1 The central supplier database and the tax compliance status pin are the approved methods that will be utilised to verify Tax Clearance compliance.

3.27 UNSATISFACTORY PERFORMANCE

3.27.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) Before any action is taken, the Department shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).
If the contractor does not perform satisfactorily despite the warning the Department will:

- (a) take action in terms of its delegated powers
- (b) make a recommendation for cancellation of the contract concerned.

3.28 VALIDITY PERIOD AND EXTENSION THEREOF

3.28.1 The validity (binding) period for the bid must be **120** days from close of bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the

validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

3.29 VAT

2.29.1 Bid prices must be inclusive of VAT.

2.29.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either :—
 - (i) the value of the supply, the amount of tax charged and the consideration for the supply; **or**
 - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

3.30 REGISTERED ADDRESS

The Department provides the following:

Street address as it's *domicillium citandi et executandi* in respect of any lawsuit which might result from or bears relevance to this contract, as well as for purposes of notice to :
The Head SCM Unit, KwaZulu-Natal Co-operative Governance and Traditional Affairs

14 th floor, South Tower, Natalia Building. 330 Langalibalele Street PIETERMARITZBURG 3200	Private Bag X9078, PIETERMARITZBURG 3200
--	--

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the KwaZulu-Natal Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.

2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call 033 897 4223/4676/4509 for assistance.

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;

3.1 de-register the supplier from the Database,

3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to update its information on the Central Suppliers Database, relating to changed particulars or circumstances.

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS
CORRECT AND UP TO DATE**
(To be completed by bidder)

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

.....
.

WHO REPRESENTS (state name of bidder)

.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

BID NUMBER: ZNT2023/2021LG

**APPOINTMENT OF A SERVICE PROVIDER/S
TO RENDER CLEANING AND GARDENING
SERVICES:**

NATALIA – 330 LANGALIBALELE STREET

SOUTHERN LIFE PLAZA – 127 CHURCH STREET

WADLEY HOUSE – 115 JABU NDLOVU STREET

MKHONDENI – 66 SHORTTS RETREAT ROAD

In terms of the Copyright Act No. 98 of 1978, no part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording or by any information storage and retrieval system, without permission in writing from KZN Province Department of Cooperative Governance and Traditional Affairs.

SPECIFICATION

CONDITIONS OF CONTRACT

SECTION 1: DEFINITION OF TERMS

The following definitions of terms will apply in respect of this contract.

1. AGREEMENT

This comprises the agreement signed by the parties, the conditions of the bid, the bid and the accepted document, the agreement conditions and the specifications.

2. CONTRACT PERIOD

The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended or renewed in accordance with the stipulations of the agreement.

3. BUILDING MANAGEMENT (Office Manager - OM)

The person/s in charge of the specific building and who is officially acting on behalf of the Head: Department of Co-operative Governance and Traditional Affairs.

4. CLEANING STAFF

Staff in the employment of the Contractor and who shall execute the physical cleaning services at the buildings indicated under Section 5.

5. CONTRACTOR

The person/s, partnership, closed corporation, firm or company, whose bid was accepted for this service.

6. CONTACT PERSON

At the office(s) where the Contractor is to render the service, the Department of Co-operative and Traditional Affairs shall appoint an Office Manager (OM) who shall be the contact person on all matters pertaining to this contract.

7. DEPARTMENT

The Department is the Department of Co-operative Governance and Traditional Affairs.

8. OFFICE

The office is defined under Section 5 of the document.

9. PARTIES

The Department of Co-operative Governance and Traditional Affairs on the one part and the Contractor on the other part.

10. SERVICE

The cleaning services to be in terms of the scope of work for this contract.

SECTION 2: NOTES AND CONDITIONS TO THE BIDDER

1. This is a bid for four different sites. Contractors may bid for one or more sites.
2. The Contractor must use his/her own equipment, cleaning materials, disinfectants and disposables. Any cleaning agent used must not damage any surface when applied. It must be environmentally friendly and safe for Departmental personnel and the public when touched or inhaled.
3. The Contractor will under no circumstances be permitted to employ child labour to perform any duties in respect of this contract.
4. The Contractor shall render a cleaning service of an acceptable norm and standard in accordance with this specification. All possible steps must *be* taken by the Contractor to ensure that the correct, intended execution of this contract takes place. These steps shall include the following:
 - (1) Ensuring the safety and protection of the property of the Department at the centre/ building, in the provision of the service; and
 - (2) Ensuring the safety and protection of the staff of the Department and the public against injuries, death or other occurrences in the provision of the service.
5. The Contractor must meet the following conditions at all times.
 - (1) Staff must present an acceptable image/appearance.
 - (2) Staff must at all times present a dedicated attitude/approach to their duties, which attitude/approach shall imply, inter-alia, that there shall be no discourteous behaviour towards the staff of the Department and the public.
 - (3) Staff must be physically and mentally healthy and fit for the execution of their duties.
 - (4) Staff of the contractor must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the office where the service is rendered.
 - (5) Staff members are prohibited from reading official documents and/or rummaging through office/kitchen waste.
 - (6) No information concerning the institution's activities may be furnished to the public or news media by the contractor or his/her employees without the express written permission of the Head: Department of Co-operative Governance and Traditional Affairs.
 - (7) The Contractor undertakes to ensure that each member of his/her staff at the office shall at all times, when on duty; be fully equipped in respect of:
 - (a) A neat and clearly identifiable uniform from the Contractor and the required protective clothing, gloves etc;

- (b) A clear identification card from the Contractor, with the member's photo and identification number on it, worn conspicuously on his/her person at all times whilst on the premises of the office; and
- (c) Safety equipment when working with machinery, as required by law.
- (8) The Contractor shall only employ thoroughly efficient staff of good character on this contract.
- (9) The Contractor's staff shall not buy or sell any items from/to employees or public hawkers on the premises of the Department of Co-operative Governance and Traditional Affairs.
- (10) Staff employed by the Contractor must under no circumstances discuss their own wages and working conditions with staff of the Department with the view to create aggravation and in so doing disrupt the service for which the Contractor was employed.
- (11) If, in the opinion of the Department, any person employed by the Contractor misconducts himself/herself in any way or is likely to cause or has caused quarrelling, or delays, or is incompetent, the Contractor, when so directed in writing by the Department, shall at once remove such person/s from the office premises and shall not allow him/her to return without the written permission of the Department. Such member/s shall be replaced immediately by a suitable person/s.
- (12) Representatives of the Department may at any time inspect the Contractor's work and / or performance. Should the Department consider the standard objectionable, the Contractor will be notified accordingly in writing and the Contractor shall cause the objectionable situation to be rectified to the standard required by the Contract Specifications within five working days of such notification, at his/her own cost and charge. In the event of the Contractor disregarding such notification for a period of five (5) working days, the Department shall be at liberty to forthwith to employ other workmen to perform the work or cause the work to be performed, and to charge any expense thereby incurred to the Contractor, and to deduct it from any sum due or to become due to the Contractor.
- (13) Should the Contractor fail to meet any conditions of this contract or continue rendering unsatisfactory service, the Department reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Department may have suffered/incurred as a result of the failure, without prejudicing any other rights it may have. The Department may also impose such penalties as provided in the SCM General Conditions of Contract.
- (14) As compensation for the services to be rendered by the Contractor, the Department hereby
agrees to and undertakes to pay the Contractor the amount as expounded in the contract.

- (a) Payment shall be made within thirty (30) days from the receipt of an agreed invoice by the Department. Any query regarding late payments must be directed and addressed to the contact person.
- (b) No interim claim(s) for increased compensation shall be accepted. The bid price as originally determined, or possibly adjusted in terms of the applicable provisions of the contract, shall be applicable for the full duration of the contract period.
- (15) In the execution of the services all reasonable steps must be taken to ensure minimal disruption of the work of the staff of the Department. Cognisance must be taken of meetings etc when using noisy equipment.
- (16) The Department will supply electrical power if required, and water to the Contractor, free of charge, by means of existing plugs and taps. Extension cords must be provided by the Contractor. Every electrical appliance shall be earthed and operated through an earth leakage protection device. Fire hoses may only be used for bona fide firefighting purposes. All other fuel and batteries shall be provided by the Contractor.
- (17) The Department will provide existing toilet facilities free of charge, to the staff of the Contractor, but will not be responsible for providing living accommodation. No staff may be housed on the premises. Storage space for the Contractor's equipment, machinery and cleaning agents must be arranged with the Office Manager, Natalia Building, Pietermaritzburg.
- (18) Access to the Building is subject to the Control of Access to the Public Premises and Vehicle Act, 1985 (No 53 of 1985) as amended from time to time, and the Contractor is expected to make himself/herself familiar with the contents of the said Act.
- (19) Whilst on the premises, the Contractor's staff is to be limited to the areas where they are required to perform their duties and will under no circumstances be permitted to enter areas where they have no business. This ruling must be strictly adhered to.
- (20) The Department reserves the right to withdraw/add any part/s of the building or the building as a whole, which must be serviced, with one month's written notification to the Contractor. By agreement of both parties, the contract sum will be adjusted pro rata from the date of withdrawal / addition.
- (a) Should the building or part/s of the building in respect of which the service is rendered, be damaged or destroyed by an act of God (vis major), fire or other cause beyond the control of the parties to this agreement, the Department shall have the discretion to determine which part/s of the building/s could or should no longer be utilised, and such unusable part/s of the building/s will be withdrawn from the contract as per this clause.
- (b) In respect of the part/s of the building/s, which shall remain in use, the stipulations of this contract remain valid, but the contract amount shall be adjusted pro rata as per this clause.

- (c) Should such damaged building or part/s of the building/s be repaired and re-occupied, the Department may request the Contractor, by means of one month's written notification, to resume the service, in which case the stipulations of this contract will apply to such part, and the contract amount shall adjusted pro rata as per this clause.
- (21) The prospective Contractor must state whether he/she has other current cleaning contracts and where these are, so that the standard of his/her work may be inspected. If unable, he/she should state his/her qualifications/experience for undertaking this contract as well as supplying suitable references. This will be taken into consideration during the bid evaluation process by the Department.
- (22) Extension of this contract will only be considered by the Department of Co-operative Governance and Traditional Affairs in circumstances which are unavoidable. The Department reserves the right to approach the Contractor with the view to extending the contract by a period not exceeding four (4) months under the same terms and conditions.
- (23) The Contractor must arrange for adequate supervision of his/her employees by appointing a permanent daily supervisor so as to ensure that all services are rendered efficiently, effectively and to the satisfaction of the Department, The Contractor must identify a senior representative from the company, with whom negotiations can be concluded, discussions held and instructions given. Such instructions may be recorded in a site instruction book. Arrangements made with such a representative/s shall be binding on the Contractor. The Office Manager shall represent the Department. Once a month the senior representative from the company shall have formal discussions with the Office Manager. Minutes shall be kept of these discussions.
- (24) All taps, except those operating urinals, must be turned off after use. Faulty taps must be reported to the Office Manager.

5. LIABILITY OF THE CONTRACTOR

The Contractor will be held liable for any damage or loss suffered by the Department, during the exercising of the contractor's duties. Proof of insurance to the value of R1 million must be provided.

6. INDEMNITY OF THE DEPARTMENT

The Contractor must indemnify the Department against any liability or compensation and legal expenses in respect of the following cases:

- (1) Loss of life or injury which might be sustained by employees of the contractor during the execution of their duties at the centre.

- (2) Damage to or destruction of any equipment or property of the Contractor, during the execution of duties as described in this contract.
- (3) Any claims and legal costs which might ensue from any failure of, or acts committed by, employees of the contractor against a third person.
- (4) The Department undertakes to notify the Contractor in writing of the particulars of each claim that the Contractor is liable for.

7. PROOF OF REGISTRATION WITH THE WORKMEN'S COMPENSATION COMMISSIONER

The Contractor shall include proof of registration with the Workmen's Compensation Commissioner in bid offer.

8. PROHIBITION OF USE OF DEPARTMENTAL EQUIPMENT

The Contractor may not, use any of the Department's equipment, aids and/or property, for purposes of compliance with this contract, which equipment, aids and/or property includes inter alia: vehicles, stationery, rooms/halls and furniture, unless authorised in writing to do so.

9. ENTRY TO THE BUILDING BY CLEANING STAFF

The Office Manager undertakes to provide entry to the building and to provide the Contractor with keys that the Contractor might require to obtain entry to those parts of the office where the services is to be rendered according to the contract. The Contractor shall be responsible for the safekeeping of all keys handed to him/her and he/she must acknowledge receipt thereof in writing. Such keys must be returned to the Department upon termination of the contract. In the event of any keys being lost by the Contractor, the locks for which such keys were used must be replaced and new keys provided by the Contractor at his /her own cost.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER/SERVICE PROVIDERS TO RENDER CLEANING AND GARDENING SERVICES AT NATALIA BUILDING, SOUTHERN LIFE PLAZA BUILDING, WADLEY HOUSE AND MKHONDENI PIETERMARITZBURG.

1.Introduction

The purpose of this bid is to acquire a service provider/service providers to render cleaning and gardening services at the above-mentioned buildings for the Department of Co-operative Governance and Traditional Affairs on a contractual basis for a period of 36 months.

2.Scope of Work

2.1. Cleaning of the building and its contents;

The following duties to be undertaken at all buildings:

COMMON AREAS	FREQUENCY
(a) All floors must be swept and mopped	Daily
(b) All carpeted floors must be vacuumed	daily
(c) Surfaces of all furniture and equipment to be dusted	daily
(d) Walkway and staircase rails to be wet-wiped with disinfectant	daily
(e) Window ledges wet-wiped	daily
(f) Internal walls and doors must be spot cleaned	weekly
(g) Internal walls and doors wiped down using a cleaning detergent and dried	quarterly

OFFICES AND BOARDROOMS	FREQUENCY
(a) Vacuum carpets thoroughly	twice a week
(b) Spot clean soil marks on carpets	when required
(c) Empty and clean waste baskets and receptacles	twice a day
(d) Disinfect waste baskets and receptacles	weekly
(e) Dust fixtures and fittings	daily
(f) Dust Venetian and vertical blind, window ledges and skirting	weekly
(g) Wipe glass doors, office doors and bright metal fittings	daily
(h) Wipe and disinfect telephones	3 x weekly
(i) Dust desks and counters	monthly
(j) Polish desks and counters	monthly
(k) Clean interior windows and partitioning	when necessary
(l) Spot clean internal walls	weekly
(m) Damp wash all vinyl – covered furniture	weekly
(n) Feather – dust computers including monitors	daily
(o) Vinyl and leather chairs must be dusted	quarterly
(p) Leather to be appropriately treated	when required
(q) Spot clean cloth chairs	quarterly
(r) Steam clean all carpeted areas and offices	

PASSAGEWAYS AND FIRE ESCAPES	FREQUENCY
(a) Sweep and scrub all cement/granite finished floors, stairs and landings	Daily
(b) Dust fixtures and fittings	weekly
(c) Spot clean soil marks on carpet and floor	when required
(d) Vacuum carpets thoroughly	daily
(e) Fire escapes swept and mopped	daily

KITCHENS/TEA, WATER AND BOARDROOM SERVICES	FREQUENCY
(a) Sweep, wipe and disinfect floors	daily
(b) Spot clean walls and doors	daily
(c) Strip and seal vinyl tiles if applicable	monthly
(d) Dispose of refuse	twice a day
(e) Disinfect waste baskets and receptacles	daily
(f) Wash carafes/water jugs/water bottles and glasses and replenish water	First thing every morning and as required throughout the day.
(g) Wash teacups	First thing every morning and as required throughout the day.
(h) Arrange enough water carafes/jugs with fresh water and glasses in boardrooms for meetings. Arrange enough teacups, saucers, cutlery, tea, coffee, sugar and milk to serve at meetings	When required
(i) Clean microwave ovens and kettles	When required
(j) Clean fridge and stove	When required

OTHER SERVICES	FREQUENCY
(a) Side panels must be damp wiped with a disinfectant	weekly
(b) All light fitting covers to be dusted and cleaned	monthly
(c) Clean light switches	weekly
(d) Shelves must be dusted	weekly
(e) Window sills and ledges must be damp wiped and disinfected	weekly
(f) Deep clean all carpets and blinds (Outside of office hours and by arrangement with the office manager)	quarterly

NOTE:

(a) The service provider must have his own cleaning equipment such as;

Vacuum Cleaners – 4 per building; 2 for Mkhondeni

Stripping Machine – 2 for all buildings as stripping can be done at different times

Industrial type carpet deep cleaning machine – 2 for all buildings as deep cleaning can be done at different times. Should these be hired, then the service provider will bear the cost of hiring.

Sufficient mops, brooms and buckets.

(b) Waste must be placed in the available containers at the basement area which must be taken out for collection of refuse by the Municipality. Containers must be cleaned, disinfected and replaced.

(c) Desks – natural unsealed wood must be polished with a clear none stain polish. No residue to remain following polishing.

(d) The department will supply all groceries pertaining to meetings such as tea, coffee, milk sugar etc.

TOILETS	FREQUENCY
(a) Clean all surfaces i.e. seats, seat hinges, all taps covers and cistern handle, toilet doors including main toilet door.	daily
(b) Sweep and mop floors with a recognized detergent	daily
(c) Wipe ventilators	daily
(d) Clean washbasins, showers and sinks internal and external surfaces	daily
(e) Clean out deposits and clear overflows in washbasins and urinals	daily
(f) Clean toilets, urinals, washbasins and all surfaces	daily
(g) Toilets and ablution blocks are to be swept, cleaned and wet mopped	daily
(h) Damp wipe mirrors, toilet roll holders, paper towel and dispensers	
warm air driers	

NOTE: Service provider to ensure daily refilling of toilet paper, hand paper towels and hand soap which will be supplied by the Department.

2.2. GARDENING MAINTENANCE SERVICES (Wadley House, Mkhondeni and Southern Life Plaza

Buildings only)

- Mow and edge lawns once a week in spring/summer, every second week in autumn and once a month in winter.
- Prune back any shrubs overhanging curbs or sidewalks.

- Prune back any groundcover overhanging curbs or sidewalks.
- Remove litter and leaves from plants, planters, and parking lots.
- Prune trees as required to remove any broken or fallen branches and remove sucker growth from tree trunks.
- Remove all alien invasive trees and shrubs.
- Cut trees as required especially trees with roots that are causing a disturbance to parking areas, plumbing and the building foundation.
- Remove any weeds larger than 2 inches (5 cm) high or wide from planters/planted areas. Weeds 2 inches (5 cm) and larger must be removed, not just killed.
- Replace bark mulch which has been knocked or washed out of planters/planted areas. Smooth mulch layer if it has been disturbed.
- Replace decorative rock which has been knocked or washed out of planters/planted areas. Smooth decorative rock surface if it has been disturbed. (if necessary)
- Check plants for signs of stress or disease. Replace any plants that meet conditions for replacement at the contractor's expense.
- Sweep or blow clean all walkways, curbs, and gutters.
- Treat for any signs of disease or pest infestation.
- Hand water any plants that are dry and stressed.
- Check and clean gutters of any plant material either growing in it or blown in.
- Pressure clean the parking lot if any moss is growing. This must be done after hours when there are no cars in the parking lot. This must be done every 2 weeks.
- Wash and clean government vehicles.
- Provide assistance with packing and moving of items in store rooms.
- Provide assistance with moving of furniture.
- For Southern Life Plaza Building only. Cut the grass at Otto Street parking and remove litter and leaves. Attend to the cleaning of the undercover parking at the main building.

NOTE: Service Provider to provide all gardening equipment such as yard brooms, blowers, brushcutters, lawnmowers, hosepipes and garden shears. Petrol and 2 stroke oil for lawnmowers, blowers and brushcutters to be made available as well.

3. BUILDINGS

SITE A – NATALIA BUILDING – 330 LANGALIBALELE STREET, PIETERMARITZBURG

(i) Hours of attendance:

Cleaning staff are required to work five days a week Monday to Friday from 07H00 to 16H00.

Stripping of vinyl floors and steam cleaning of carpets must be done after hours and on weekends.

(ii) Building

Includes all offices, and common areas, which fall under the Department of Co-operative Governance and Traditional Affairs, namely:

- 2nd floor south tower (only Registries and offices of COGTA.)
- 4th floor north tower
- 11th floor north tower
- 12th floor north tower
- 12th floor south tower
- 13th floor north tower
- 13th floor south tower
- 14th floor north tower
- 14th floor south tower
- 15th floor south tower
- 16th floor north tower
- -2 Archive and board of survey area

Total area space = approximately 9800 m²

(iii) AREAS TO BE CLEANED:

Offices = 195 (including carpeted, tiled, stone and laminate flooring)

OTHER

10 x passageways

10 x kitchenettes

4 x boardrooms

2 x Registry

10 x fire escapes leading to toilets

10 x fire escapes and passages leading to kitchenettes

Windows – all interior only

TOILETS

DESCRIPTION	FEMALE	MALE	DISABLE D	TOTAL
ABLUTION BLOCK	10	10	4	24
TOILET CUBICLE	2 PER ABLUTION BLOCK	2 PER ABLUTION BLOCK	1X4	44
WASH HAND BASIN	2 PER ABLUTION BLOCK	2 PER ABLUTION BLOCK	4	44
URINALS		2 PER ABLUTION BLOCK	NIL	20

**SITE B - SOUTHERN LIFE PLAZA BUILDING – 271 CHURCH STREET,
PIETERMARITZBURG**

(i) Hours of attendance:

Cleaning staff are required to work five days a week Monday to Friday from 07H00 to 16H00

Stripping of vinyl floors and steam cleaning of carpets must be done after hours and on weekends.

(ii) Building

Includes all offices, and common areas which fall under the Department of Co-operative Governance and Traditional Affairs, namely:

Multi-storey building consisting of 7 floors of office space and 4 levels of basement parking which has 92 parking bays.

Total area space = 7101.63 m² approximately

(iii) AREAS TO BE CLEANED:

Offices = 265 (including carpeted, tiled and laminate flooring)

OTHER

Reception area
6 x passageways
14 x kitchenettes
6 x boardrooms
1 x Registry
14 x fire escapes
Windows – all interior only

TOILETS

DESCRIPTION	FEMALE	MALE	TOTAL
ABLUTION BLOCK	8	8	16
TOILET CUBICLE	24	24	48
WASH HAND BASIN	26	27	53
URINALS		10	10
SHOWERS			4

Basement parking
Otto Street parking – cutting grass, keeping clean

SITE C – WADLEY HOUSE – 114 JABU NDLOVU STREET, PIETERMARITZBURG

(i) Hours of attendance:

Cleaning staff are required to work five days a week Monday to Friday from 07H00 to 16H00.

Stripping of vinyl floors and steam cleaning of carpets must be done after hours and on weekends.

(ii) Building

Includes all offices, and common areas which fall under the Department of Co-operative Governance and Traditional Affairs, namely:

One multi-storey building consisting of 8 floors of office space with 151 offices and an area size of approximately 6 500 m², tarred undercover parking area at the back and open parking in the front.

The front has a yard with grass and plants.

One double storey outbuilding with 4 offices and area size of approximately 153.81 m²

One house with 7 offices and area size of approximately 255 m²

Ten additional offices of approximately 307.38 m²

Additional tarred undercover parking.

(iii) AREAS TO BE CLEANED:

Offices = 172

OTHER

9 x passageways

9 x kitchenettes

1 x Registry

4 x Boardrooms

17 x fire escapes (stairways)

2 x Lifts

Storerooms

Windows – all interior only

TOILETS

MAIN BUILDING				
DESCRIPTION	FEMALE	MALE	DISABLE D	TOTAL
ABLUTION BLOCK	10	12		22
TOILET CUBICLE	22	14	3	39
WASH HAND BASIN	20	17	3	40
URINALS	N/A	12		12
OUTBUILDING				
Toilet Bowl	1	1	0	2
Urinal	0	1	0	1
Wash hand basin	1	1	0	2
WHITBY				
TOILET CUBICLE	2	4	1	7
TOILET BOWL	2	4	1	7
WASH HAND BASIN	1	3	1	5
URINALS	0	2	0	2

Parking areas

Yard

Washing of government cars (twice a week – 5 cars at a time)

SITE D - MKHONDENI - 66 SHORTTS RETREAT, PIETERMARITZBURG

(i)Hours of attendance:

Cleaning staff are required to work five days a week Monday to Friday from 07H00 to 16H00.

Stripping of vinyl floors (if applicable) and steam cleaning of carpets (if applicable) must be done after hours and/or on weekends.

(ii) Building

Includes all offices, and common areas which fall under the Department of Co-operative Governance and Traditional Affairs.

A double storey building consisting of 35 offices and an area size of approximately 4183 m²

(iii) AREAS TO BE CLEANED:

Offices = 35

OTHER

Mezzanine floor

1 x Boardrooms
1 x Archives

Ground Floor

1 x Boardrooms
4 x Conference Rooms
1 x Training Room
1 x Coffee Bar
1 x Reception area
2 x Storerooms

Basement

2 x Storerooms

FLOORING

Offices and boardrooms – carpets
3 offices with wooden floors
Passageways – porcelain tiles
Toilets – ceramic tiles
Basement – epoxy

OTHER

passageways kitchenettes windows – all interior and exterior

TOILETS

DESCRIPTION	FEMALE	MALE	DISABLED	SECURITY	TOTAL
ABLUTION BLOCK	5	5	1	1	12
CUBICLES	14	12	1	1	28
WASH HAND BASIN	11	11	1	1	24
TOILET BOWLS	14	12	1	1	28

URINALS	NA	8			8
SHOWERS		3			3

Parking areas

Store rooms – cleaning and assisting with loading and offloading of stock

Yard

Washing of government cars (twice a week – 5 cars at a time)

4. STAFFING REQUIREMENTS:

SITE A

Natalia – 10 staff – 7 (to clean 11 floors, toilets for each floor , -2 Archive and board of survey area (which is cleaned 4 times in a month), 2 to provide water to staff, washing cups and attending to meetings in boardrooms, and 1 supervisor.

SITE B

Southern Life Plaza – 9 staff – 5 (to clean 7 floors including providing water, washing cups and attending to meetings in boardrooms), 2 (to clean toilets), 1 (to clean Otto Street parking and undercover parking) and 1 supervisor.

SITE C

Wadley House – 9 staff – 4 (to clean 8 floors including providing water, washing cups and attending to meetings in boardrooms), 1 (to clean outbuilding and Whitby Lodge new offices), 2 to clean toilets, 1 (to clean grounds and wash cars) and 1 supervisor.

SITE D

Mkhondeni – 5 staff - 2 (to clean 2 floors including providing water, washing cups and attending to meetings in boardrooms), 1 (to clean toilets), 1 (to clean grounds and wash cars) and 1 supervisor

5. BID EVALUATION

Eligibility

Service providers must submit the following documents. Failure to include the documentation will result in the disqualification of the service providers bid.

Additional documents of evidence for qualification	YES/NO
Proof of registration with the Bargaining Council for Cleaning Services. Submit certified proof of registration certificate	
Compensation for Occupational Injuries and Diseases Act, 1993. A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing.	
Proof of BEE level 1 status	

Positive references of experience in the related field. (Minimum of 3 references not older than 3 years)	
Proof of payment of salaries/wages for the last 6 to 12 months Proof can be presented in any formats such as: <ol style="list-style-type: none"> 1. Any computerised payroll system 2. Spreadsheet done in either WORD or EXCEL 3. Handwritten entries in a book, providing that copies of payslips are attached 	

6. CALCULATION OF BID PRICE

It is required that the supplier clearly details the monthly price (inclusive of VAT) by submitting an analysis of the cost structure of the bid price in South African monetary value. Bidders are reminded that the following aspects **must** be taken into consideration when costing this bid:

1) Wages (Based on the minimum wage for cleaners in the Contract-Cleaning Industry).

- a) BCCI Levies
- b) Compensation for Occupational Injuries and Diseases (COID) previously known as Workmen's Compensation
- c) U.I.F
- d) Provident Fund - NBC
- e) Bonus
- f) Maternity Leave
- g) Annual Leave
- h) ABS/Sick Leave/Family
- i) Overtime (for steam cleaning of carpets and stripping of floors)

2) Materials and other costs

- a) Uniforms
- b) Telephone, fax and postage
- c) Training
- d) Profit
- e) Materials/Equipment
- f) Insurance

7. BID PRICE AND MATTERS TAKEN INTO ACCOUNT DURING THE AWARD PROCESS

Pertaining to the award of the bid, the following is to be noted by all bidders:

(1) Cogniscance will be taken of the State's Policy in respect of Radical Economic Transformation with a view to outsourcing the services required to as many service providers as possible and who meet the qualifying criteria of the bid.

(2) Service providers may bid for all sites/districts.

(3) Only one award will be made per bidder, with the exception that where no other bidder has submitted a bid for a particular site/area, then consideration will be given by the Department to making a multiple award, i.e. where a bidder has been recommended for the award of another office.

(4) In those areas where only one bid has been received for a particular site, then the Department will reserve the right to make an award of bid subject to the bid price being regarded as fair and reasonable. Should the price be not regarded as fair and reasonable, then the Department will reserve the right to not make an award of bid for that particular office and to re-invite offers for that office only.

(5) Where no offers have been received for a particular site, the Department will also reserve the right to re-invite offers for that particular office only.

Bidders must employ workers from the local community.

8. PRICING SCHEDULES

SITE A – NATALIA BUILDING

DESCRIPTION	AMOUNT PER MONTH			AMOUNT PER YR. TOTAL AMOUNT x 12
	Materials cost Including VAT	Salaries/Wages	Total	
First twelve (12) month period	R..... ...	R..... ...	R..... ...	R..... ..
Second twelve (12) month period	R.....	R..... ...	R.....	R..... ...
Third twelve (12) month period	R.....	R..... ...	R.....	R..... ...
TOTAL FOR 36 MONTHS				R..... ...
* Note to bidders that wage calculations must be in accordance to the rates determined by the Bargaining Council (point 1 above) and include costs in respect of employee benefits. Other factors as stated above must be included in the bidder's final price.				

SITE B – SOUTHERN LIFE PLAZA

DESCRIPTION	AMOUNT PER MONTH			AMOUNT PER YR. TOTAL AMOUNT x 12
	Materials cost Including VAT	Salaries/Wages	Total	
First twelve (12) month period	R..... ...	R..... ...	R..... ...	R..... ..
Second twelve (12) month period	R.....	R..... ...	R.....	R..... ...
Third twelve (12) month period	R.....	R..... ...	R.....	R..... ...
TOTAL FOR 36 MONTHS				R..... ...
* Note to bidders that wage calculations must be in accordance to the rates determined by the Bargaining Council (point 1 above) and include costs in respect of employee benefits. Other factors as stated above must be included in the bidder's final price.				

SITE C – WADLEY HOUSE

DESCRIPTION	AMOUNT PER MONTH			AMOUNT PER YR. TOTAL AMOUNT x 12
	Materials cost Including VAT	Salaries/Wages	Total	
First twelve (12) month period	R..... ...	R..... ...	R..... ...	R..... ..
Second twelve (12) month period	R.....	R..... ...	R.....	R..... ...
Third twelve (12) month period	R.....	R..... ...	R.....	R..... ...
TOTAL FOR 36 MONTHS				R..... ...
* Note to bidders that wage calculations must be in accordance to the rates determined by the Bargaining Council (point 1 above) and include costs in respect of employee benefits. Other factors as stated above must be included in the bidder's final price.				

SITE D – MKHONDENI

DESCRIPTION	AMOUNT PER MONTH			AMOUNT PER YR. TOTAL AMOUNT x 12
	Materials cost Including VAT	Salaries/Wages	Total	
First twelve (12) month period	R..... ...	R..... ...	R..... ...	R..... ..
Second twelve (12) month period	R.....	R..... ...	R.....	R..... ...
Third twelve (12) month period	R.....	R..... ...	R.....	R..... ...
TOTAL FOR 36 MONTHS				R..... ...
* Note to bidders that wage calculations must be in accordance to the rates determined by the Bargaining Council (point 1 above) and include costs in respect of employee benefits. Other factors as stated above must be included in the bidder's final price.				

I/we confirm that I/we have satisfied myself /ourselves as to the correctness and validity of my /our bid that the price(s) and rate(s) quoted above all cover all the work item(s) specified on the bid document and that the price(s) and rate(s) cover all my/our obligations under a resulting month to month basis for three (3) years from date of award and we accept that any mistake regarding price(s) and calculations will be at my/our own risk.

COMPANY REPRESENTATIVE

NAME AND SURNAME

SIGNATURE

COMPANY STAMP

OCCUPATIONAL HEALTH AND SAFETY STATEMENT BY CONTRACTOR

I, duly authorised to
represent

.....
(Company

name) in my capacity as

.....

(Designation) hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons who perform work for me with the provisions of the Occupational and Safety Act, No. 85 of 1993 (as amended) and all regulations promulgated from time to time, whilst performing work on : Contract No. :

Contract Title :

.....

.....

I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is safe and without risk to health and safety to themselves and others in the vicinity and undertake to have our activities adequately supervised in the interest of health and safety.

Name of Firm : (Block Capitals)

Tenderer Name :
(Block Capitals)

Signature :

Date :

DETAILS FOR COMPLETION OF AN ENVELOPE FOR A BID/QUOTATION

Section 1 paragraph 6 of this bid/quotation document indicates the requirements for addressing of an envelope when a bid/quotation is submitted to the Department. Kindly ensure the envelope is addressed correctly because if it is not properly addressed the bid/quotation may be rejected as being invalid and returned to the respective bidder. The correct manner in which it is to be addressed is detailed below:

EXAMPLE FORMAT

FRONT SIDE OF ENVELOPE	
Name and address of bidder:	XYZ Consultants, PO Box 1234, Durban 4000
Bid/Quotation Number:	ZNT 2023/2021 LG
Description:	APPOINTMENT OF A SERVICE PROVIDER/S TO RENDER CLEANING AND GARDENING SERVICES: NATALIA – 330 LANGALIBALELE STREET SOUTHERN LIFE PLAZA – 127 CHURCH STREET WADLEY HOUSE – 115 JABU NDLOVU STREET MKHONDENI – 66 SHORTTS RETREAT ROAD.
Closing date:	02 MARCH 2022
Closing time:	11:00

REVERSE SIDE OF ENVELOPE	
Department's details and address:	The Head: Supply Chain Management Department of Co-operative Governance and Traditional Affairs 13 th Floor, North Tower Natalia Building 330 Langalibalele Street Pietermaritzburg 3201

RETURNABLE DOCUMENTS

BIDDERS ARE REQUIRED TO ATTACH THE FOLLOWING DOCUMENT TOGETHER WITH THEIR PROPOSAL ON THE CLOSING DATE OF THE BID:

CERTIFIED COPY OF B-BBEE STATUS VERIFICATION CERTIFICATE
VALID PIN STATUS FROM SARS VALID FOR A MINIMUM OF 12 MONTHS
COMPANY PROFILE
PROOF OF REGISTRATION WITH CENTRAL SUPPLIER DATABASE (CSD)
SCANNED COMPLETED TENDER DOCUMENT INTO PDF AND COPY ON A DISC/USB (COMPULSORY)

ANNEXURE “B”

GENERAL CONDITIONS OF CONTRACT1

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

1. The General Conditions of Contract will form part of all bid documents and may not be amended.
2. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

1 A copy of the complete document set containing the General Conditions of Contract is available on www.kzncogta.gov.za/bids

GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties

25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (iii) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (iv) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

35. Definitions
36. Application
37. General
38. Standards
39. Use of contract documents and information; inspection
40. Patent rights
41. Performance security
42. Inspections, tests and analysis
43. Packing
44. Delivery and documents
45. Insurance
46. Transportation
47. Incidental services
48. Spare parts
49. Warranty
50. Payment

51. Prices
52. Contract amendments
53. Assignment
54. Subcontracts
55. Delays in the supplier's performance
56. Penalties
57. Termination for default
58. Dumping and countervailing duties
59. Force Majeure
60. Termination for insolvency
61. Settlement of disputes
62. Limitation of liability
63. Governing language
64. Applicable law
65. Notices
66. Taxes and duties
67. National Industrial Participation Programme (NIPP)
68. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier

bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the

expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

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

damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in

connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

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

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

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

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

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

28.1 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

28. Limitation of liability

29. Governing language

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.

29.1 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

34 Prohibition of Restrictive practices

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.

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

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

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

Js General Conditions of Contract (revised July 2010)