

INVITATION TO BID



cogta

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

DESCRIPTION: PROVISION OF CLEANING AND GARDENING SERVICES AT COGTA OFFICES FOR A PERIOD OF THREE YEARS

Bid No. : ZNT1964/2019LG

COMPANY NAME : _____

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. 330 Langalibalele Street, Pietermaritzburg, 3201** or received by post to The Senior Manager: Supply Chain Management, Private Bag X 9078, Pietermaritzburg, 3200 Tel: (033) 395 3134 before **11h00 on 10 JULY 2019**

A compulsory Site Inspection will take place on **21 JUNE 2019 at 10H00, 330 Langalibalele Street, Natalia Building, 2nd Floor, South Tower, Social Area, Pietermaritzburg.**

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	ZNT1964/2018 LG	CLOSING DATE:	10 JULY 2019
		CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF CLEANING AND GARDENING SERVICES AT COGTA OFFICES FOR A PERIOD OF THREE YEARS		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			

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

DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS
330 LANGALIBALELE STREET
NATALIA BUILDING
13TH FLOOR, LIFT AREA, NORTH TOWER
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			
	TCS PIN:		OR CSD No:
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
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:	

[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 PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	Ms Theo Niekerk
CONTACT PERSON	Ms Lindiwe Madlala	TELEPHONE NUMBER	033 395 2463
TELEPHONE NUMBER	033 395 2174	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Theo.Niekerk@kzncogta.gov.za
E-MAIL ADDRESS	Lindiwe.madlala@kzncogta.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SECTION C (SBD 3)**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, 1991, 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 visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

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: Mrs. Theo Niekerk

Unit: Auxiliary Services

Tel: 033 395 2463

Email: theo.niekerk@kzncogta.gov.za

SECTION E (SBD 4) 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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, member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

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, 1991 (Act No. 1 of 1991);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"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 attach 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 Income Tax Reference Number	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 SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION F

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
- 1.2
- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- 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. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations,

advertised competitive bidding processes or proposals;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	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		NO	
-----	--	----	--

- 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		NO	
-----	--	----	--

- 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 least 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

.....

.....

OWNERS/SHAREHOLDERS/PARTNERS/SOLE PROPRIETORS/TRUSTEES / BENEFICIARIES.

(This information is required for statistical purposes only)

FULL NAME	ID NUMBER	CAPACITY : MEMBER/PART NER/ PROPRIETOR/ SHARE- HOLDER/TRUS TEE/ BENEFICIARY	% OWNERSHIP/ PARTNERSHIP/ TRUST/ CO- OPERATIVE	MALE/ FEMALE	HANDI- CAPPED YES/NO	AFRICAN (A) / COLOURED (C) / INDIAN (I) WHITE (W)	YOUTH YES/NO	% OF TIME DEVOTED TO THE FIRM

SECTION G

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, 1991, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General 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 bid 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.
5. 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.

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: @ 11:00 VALIDITY PERIOD: 120 DAYS

BID NO: ZNT 1964/2019 LG		PERIOD : 36 MONTHS	
PROVISION OF CLEANING AND GARDENING SERVICES AT COGTA OFFICES FOR A PERIOD OF THREE YEARS		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):	 (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.**

SECTION I (SBD 7)
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, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on 20....., Mr/Mrs whose signature appears below) has been duly authorized 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 authorize to sign this bid as well as any contract
 resulting from the bid and any other documents and correspondence in connection with this bid and /or
 contract on behalf of (company name)

..... 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 authorizing 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/Ms....., whose signature appears below, has been
 authorized to sign all documents in connection with this bid on behalf of (Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:
 (PRINT NAME)

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

SIGNATURE OF SIGNATORY:

WITNESSES: 1..... **WITENSS: 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/Ms....., whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of cooperative)

SIGNED ON BEHALF OF CO-OPERATIVE:.....
(PRINT NAME)

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

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

WITNESSES: 1 **WITNESS:- 2**

F. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing 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.....(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....

(PRINT NAME)

IN HIS/HER CAPACITY AS DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1 WITNESS: - 2

G. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing 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.....,Mr/Mrs.....
....

Mr/Mrs.....and

Mr/Mrs.....

(whose signatures appear below) have been duly authorized 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:.....

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

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

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

SECTION J (SBD 8)

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-
- 4 Abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
- 5 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 pg	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:.....		

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

SECTION K (SBD 9)
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 1991, 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.

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)

4. I have read and I understand the contents of this Certificate;
5. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

6. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
7. 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;
8. 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
9. 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.
10. 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.
11. 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.
12. 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.
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 1991 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

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.

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 Tax Compliance Status Requirements,
- 2.2.3 Compulsory Briefing Session (SECTION M)
- 2.2.4 Authority to sign a bid (SECTION I),
- 2.2.5 Conditions of Bid (SECTION G)
- 2.2.6 Tax Compliance Status.
- 2.2.7 Each party to a Consortium/Group of sub-contractors must obtain separate Tax Clearance Certificate(s) and also be registered on the Suppliers Database.
- 2.2.8 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.: 033-395 2174

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 The contract period shall remain in force for a period of 36 months from date of signing of official contracts.

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 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

3.13.1 The bidder must furnish the following details of all current contracts:

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.

3.14 EQUAL BIDS

3.14.1 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.

3.15 EXECUTION CAPACITY

3.15.1 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.

3.16 EXTENSION OF CONTRACT

3.16.1 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.

3.17 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?
- 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.

3.18 IRREGULARITIES

- 2.18.1 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.

3.19 JOINT VENTURES

- 3.19.1 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.
- 3.19.2 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.
- 3.19.3 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.

3.20 LATE BIDS

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

3.21 NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

- 3.21.1 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.

3.22 PRO RATA DECREASE OF COMPENSATION

- 3.22.1 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 original Tax Clearance Certificate must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate will invalidate your bid unless a valid, as at the closing date of this bid, original Tax Clearance Certificate is already in the possession of the Departments Supply Chain Management Unit. In this regard, a clear reference must be provided e.g. bid number.

3.26.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.

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
--	--

SECTION M

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Site/building/institution involved:

Bid No: **ZNT 1964/2018 LG**

Service: **PROVISION OF CLEANING AND GARDENING SERVICES AT COGTA OFFICES FOR A PERIOD OF THREE YEARS**

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

ATTENDED THE BRIEFING SESSION ON: **21 JUNE 2019 at 10:00 am at 330 LANGALIBALELE STREET, NATALIA BUILDING, 2 ND FLOOR, SOCIAL AREA, SOUTH TOWER**

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:
(COMPULSORY)

DATE:



cogta

Department:

Co-operative Governance and Traditional Affairs

PROVINCE OF KWAZULU-NATAL

BID NUMBER: ZNT 1964/2018 LG

**PROVISION OF CLEANING AND GARDENING
SERVICES AT COGTA OFFICES FOR A PERIOD OF
THREE YEARS**

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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.

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

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	daily
(i)	Dust desks and counters	3 x weekly
(j)	Polish desks and counters	monthly
(k)	Clean interior windows and partitioning	monthly
(l)	Spot clean internal walls	when necessary
(m)	Damp wash all vinyl – covered furniture	weekly
(n)	Feather – dust computers including monitors	weekly
(o)	Vinyl and leather chairs must be dusted	daily
(p)	Leather to be appropriately treated	quarterly
(q)	Spot clean cloth chairs	when required
(r)	Steam clean all carpeted areas and offices	quarterly

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. When required
(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	

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)	weekly quarterly

NOTE:

- (a) **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.**
- (b) **Desks – natural unsealed wood must be polished with a clear non stain polish. No residue to remain following polishing.**
- (c) **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	daily

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 and Mkhondeni 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.*
- Wash and clean government vehicles

NOTE: Service Provider to provide all gardening equipment such as yard brooms, blowers, lawnmowers, hosepipes and garden shears.

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 15H30.

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 Registry and offices of COGTA.)
- 4th floor north tower
- 11th floor north tower
- 12th floor north
- 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

AREAS TO BE CLEANED:

Offices = 195, approximately 3600 m², excluding common areas such as passages and fire escapes.

OTHER

10 x passageways

09 x kitchenettes

3 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

FEMALE

10 x ablution blocks

2 x toilet cubicle – total = 20

2 x hand wash basin – total = 20

MALE

10 x ablution blocks

2 x toilet cubicle – total = 20

2 x urinals – total = 20

1 x hand wash basin – total = 10

DISABLED

4 x toilet cubicle – total = 4

1 x hand wash basin – total = 4

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 and 06H00 to 15H00

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:

Floor No	No. of offices	Area Size	Additional	Area Size
1	29	606 m ² including passages	1x Printing room 1x Filing Room 1x Registry 1x Open Area 1x Library 1x Reception area 3 x Kitchen	171.12m ²
2	37	575m ² including passage	1x Reception Area 1x Tea Room 1x Printing Room 1x Boardroom 1x Kitchen	118.03 m ²
3	29	537m ² including passage	2x Kitchen 1x Boardroom 1x Open Area 2x Printing Area 1x Training Area 1x Registry 1x Cleaning material room	242 m ²
4	28	469m ² including passage	1x Committee room 1x Boardroom 2x Kitchen	74 m ²
5	28	454m ² including passage and balcony	1x waiting room 1x Archives 1x records room 1x computer room 2x Kitchen 3x Strong room 1x file server 1x Boardroom	166 m ²
6	33	508m ² including passage and balcony	1x radio room 1x control room 2x kitchen 1x viewing/lounge 1x Boardroom 1x server	203 m ²
7	28	539m ² including passage and balcony	1x reception 1x conference room 1x records room 1x kitchen 1x storeroom 1x boardroom 1x Telephone hub	141 m ²

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:

Floor No	No of offices	Area Size	Additional	Area Size	Additional	Area Size	Additional	Area Size	Total Area Size
Grnd	20	174 m ² including passage	Store-room x 3	81 m ²	Kitchen and Reception area	75 m ²	Hall with 10 offices	181.44 m ² including passage	1847.74 m ²
1	15	504 m ² including passage	Store-room x 2	12 m ²	Kitchen	12 m ²	Reception area	36 m ²	564 m ²
2	21	504 m ² including passage	Store-room x 2	24 m ²	Registry and Kitchen	360 m ²	Reception area	36 m ²	924 m ²
3	24	504 m ² including passage	Store-room x 2	24 m ²	Hall with 11 offices and Kitchen	360 m ²	Reception area	36 m ²	924 m ²
4	21	504 m ² including passage	Store-room x 2	24 m ²	Reception area and Kitchen	36 m ²			564 m ²
5	11	504 m ² including passage	Store-room x 2	24 m ²	Reception area and Kitchen	36 m ²			564 m ²
6	9	504 m ² including passage	Store-room x 2	12 m ²	Kitchen	12 m ²			528 m ²
7	16	504 m ² including passage	Store-room x 2	24 m ²	Reception area and Kitchen	36 m ²			564 m ²
8	10	254 m ² including passage	Store-room x 1	56 m ²	Kitchen	11 m ²	Balcony	30 m ²	351 m ²
Annex	4		Kitchen x1		Toilets x 2				
Whitby Lodge	13		Kitchen x1		Toilets x4				
TOTALS	164								1950 m²

(iii) Cleaning of the building and its contents**AREAS TO BE CLEANED:**

Offices = 147

OTHER

9 x passageways

9 x kitchenettes

1 x Registry

17 x fire escapes

Windows – all interior only

TOILETS**FEMALE**

9 x ablution block

20 x toilet cubicle

19 x hand wash basin

MALE

9 x ablution block
10 x toilet cubicle
10 x urinals
21 x hand wash basin

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.

(iii) Cleaning of the building and its contents

Total Area Size = 3093.10 m²

Area Size is made up as follows:

Floor No	DESCRIPTION	NO	Area Size
Mezzanine	Offices	18	2027 m ²
	Boardrooms	3	
	Rest rooms	2	
	Lounge Area	1	
	Archives	1	
	Lobby	1	
Ground	Offices	16	611 m ²
	Boardrooms	1	
	Conference Rooms	4	
	Training Room	1	
	Coffee Bar	1	
	Servery	1	
	Reception Area	1	
	Storerooms	2	
Basement	Offices	1	455.10 m ²
	Storerooms	2	

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

TOILETS**FEMALE**

ablution block	4
hand wash basin	10
toilet bowls	13

MALE

ablution block	4
hand wash basin	10
toilet bowls	15
urinals	8

4. STAFFING REQUIREMENTS:**SITE A**

Natalia – 9 staff – 6 to clean 11 floors, 2 to clean toilets and 1 supervisor.

SITE B

Southern Life Plaza – 7 staff – 4 to clean 7 floors, 2 to clean toilets and 1 supervisor.

SITE C

Wadley House – 9 staff – 4 to clean 8 floors, 1 to clean annex and Whitby Lodge, 2 to clean toilets, 1 to clean grounds and 1 supervisor.

SITE D

Mkhondeni – 6 staff - 2 to clean 2 floors, 2 to clean toilets, 1 to clean grounds and 1 supervisor

5. BID EVALUATION**5.1 Bid evaluation process**

5.1.1 The evaluation process consists of the following 2 independent phases –

5.1.1.1 Phase 1: Eligibility

5.1.2 Bids must meet the requirements of each phase in order to proceed to the next. Only bids that meet the eligibility criteria will be considered for price and preference.

5.1.3 Phase 1 – 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
	Company profile that illustrates the core business and services being offered.	
	Compensation for Occupational Injuries and Diseases Act, 1993. Service providers must sign written agreement (document attached) and submit; 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 registration with the Bargaining Council for the Contract Cleaning Industry	
	Positive references of experience in the related field. (Minimum of 3 references not older than 12 months)	
	Last 6 months payroll from payment system.	
	A company must be a level 1 B-BBEE contributor and EME or QSE.	

	Submit – B-BBEE status level verification certificate confirming level 1 contributor/ Sworn in affidavit.	
	Registered with U.I.F	
	Submit proof	

6. 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. Please include Registration Certificate with the Bargaining Council for 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) SDL
 - f) Bonus
 - g) Maternity Leave
 - h) Annual Leave
 - i) ABS/Sick Leave/Family
- 2) **Materials and other costs**
 - a) Uniforms
 - b) Telephone, fax and postage
 - c) Training
 - d) Profit
 - e) Materials/Equipment
 - f) Insurance

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

15. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

INTRODUCTION

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A “mandatory” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Department of Co-operative Governance and Traditional Affairs is acting in a responsible manner, so as to ensure that this requirement is indeed being met. In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)
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Department of Co-operative Governance and Traditional Affairs has a legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:	
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NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing to be handed in, in this regard.

PRINT NAME:	
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CAPACITY:		NAME OF FIRM	
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SIGNATURE:		DATE:	
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APPENDIX 1

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 1964/2018 LG
Description:	PROVISION OF CLEANING AND GARDENING SERVICES AT COGTA OFFICES FOR A PERIOD OF THREE YEARS
Closing date:	10 July 2019
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

APPENDIX 2

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)
PDF COPY OF PROPOSAL ON A DISC (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