

KZN DEPARTMENT OF SOCIAL DEVELOPMENT

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KZNB02/DSD/2025/26: ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE CLEANING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT KWAZULU - NATAL FOR A PERIOD OF SIXTY (60) MONTHS

Company Name	
Central Suppliers Database Registration Number	

The Department invites prospective bidders to submit offers for the establishment of a panel of service providers to provide cleaning services. Cleaning services will consist of cleaning of buildings / offices and gardening / maintenance of grounds to the KwaZulu-Natal Department of Social Development for a period of sixty months (60). This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations, 2022.

The evaluation criteria are divided into Two Phases:

1. PHASE 1: SUPPLY CHAIN ADMINISTRATIVE COMPLIANCE

- The bid submitted must be complete in all respects.
- The following forms must be duly completed and stamped (where applicable) and be submitted with the bid at the time of closing of the bid:

COMPULSORY BID FORMS	
PART A	Invitation to Bid (SBD 1)
PART B	Terms and Conditions for Bidding (SBD 1)
SECTION C	Declaration that information on central suppliers
SECTION G	Bidder's Disclosure (SBD 4)
SECTION M	Authority to Sign the Bid
SECTION N	Conditions of Bid

Failure to comply with the Supply Chain Administrative Compliance shall result in the offer being considered non-responsive and shall be rejected.

1. PHASE 2: FUNCTIONALITY CRITERIA

To assess the execution capacity of the bidder, all the documents outlined in the bid document must be submitted on the closing date and time of the bid.

2.1 Phase 2: Technical Evaluation Criterion

An overall minimum of 60% must be attained to qualify to be in the panel of service providers to render cleaning services.

Criterion	Maximum points to be awarded
1.Organogram	05
2.Competency, Capacity and Expertise of the Company	25
3.Competency and expertise of the Employee's on Site	30
4.Financial Capacity	20
5.Locality	20
Total Score	100
Minimum Passing Score	60

A service provider who fails to score a minimum of 60 % on functionality will be considered non-responsive and shall be disqualified automatically.

2. CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES

SCM enquiries may be directed to:

- Ms T. Dandile Tel No. (033) 897 9908 /e-mail: thandeka.dandile@kzndsd.gov.za

Technical enquiries may be directed to:

- Mr E.S.S. Ndlovu Tel. No. (033) 897 9901 /e-mail: sphephelo.ndlovu@kzndsd.gov.za

3. BRIEFING SESSION

The briefing will be held as follows:

Date: 26 November 2025
Time: 10:00 am
Venue: MS Teams Virtual Meeting:

https://teams.microsoft.com/join/19%3ameeting_ZGEzNDU0ZDgtNGFiYi00YWVjLWI0ZjQtOGRhOTFhMmUyMDNh%40thread.v2/0?context=%7b%22id%22%3a%22fb382490-0792-48ef-a18d-34a769447a9e%22%2c%22oid%22%3a%225963f63a-a83a-40cb-bbf4-0844dec63ff6%22%7d

4. CLOSING OF BID:

The closing date and time for receipt of Tenders is **12 December 2025 at 11:00 am.**

Telegraphic, telephonic, telex, facsimile, e-mail, and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

The Bid Box, located on the ground floor.
Attention: Supply Chain Management Unit
KZN Department of Social Development
208 Hoosen Haffeejee Street
Pietermaritzburg
3201

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

PART A	INVITATION TO BID (SBD 1)	4
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	5
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	6
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	7
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS	8
SECTION D	OFFICIAL BRIEFING SESSION FORM	9
SECTION G	DECLARATION OF INTEREST (SBD 4)	10 - 11
SECTION K	GENERAL CONDITIONS OF CONTRACT	12- 20
SECTION L	SPECIAL CONDITIONS OF CONTRACT	21- 27
SECTION M	AUTHORITY TO SIGN THE BID	28
SECTION N	CONDITIONS OF BID	29 - 30
SECTION O	TERMS OF REFERENCE	31 - 42
SECTION P	EVALUATION CRITERIA	43 - 46



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	KZNB02/DSD/2025/26	CLOSING DATE:	12 DECEMBER 2025	CLOSING TIME:	11H00
DESCRIPTION	ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE CLEANING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT KWAZULU - NATAL FOR A PERIOD OF SIXTY (60) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
KZN DEPARTMENT OF SOCIAL DEVELOPMENT					
208 Hoosen Haffjee Street					
Pietermaritzburg					
3200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. L.T Dandile		CONTACT PERSON	Mr. E. S. S. Ndlovu	
TELEPHONE NUMBER	033 – 897 9908		TELEPHONE NUMBER	033 – 897 9901	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	thandeka.dandile@kzndsd.gov.za		E-MAIL ADDRESS	sphephelo.ndlovu@kzndsd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

SECTION A

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

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

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

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.



SECTION C

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

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative).....
.....,WHO REPRESENTS (state name of bidder)
.....CSD Registration Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D

NOT APPLICABLE, SERVICE PROVIDER MUST COMPLETE THE ELETRONIC ATTENDANCE REGISTER ON MS TEAM

BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: N/A

Bid Reference No: **KZNB02/DSD/2025/26**

Goods/Service/Work: ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE CLEANING SERVICE FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT KWAZULU - NATAL FOR A PERIOD OF SIXTY (60) MONTHS

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

On _____ behalf _____ of _____ (company name) _____-

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ____/____/____

KZN DEPARTMENT OF SOCIAL DEVELOPMENT
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT FULL NAMES)

Departmental Stamp With Signature

SECTION G

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

- 2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH

6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE
SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

SECTION K

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

8 Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.



- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- 23.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION L

SPECIAL TERMS AND CONDITIONS OF CONTRACT

SECTION 1: DEFINITION OF TERMS

1.1 SERVICE

Appointment of panel of service providers to provide Cleaning Service for the Department of Social Development KwaZulu - Natal for a period of sixty (60) months

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 Department for Social Development in the KwaZulu-Natal and the successful Bidder.

1.6 DEPARTMENT

The Department of Social Development.

1.7 CURTAILMENT OF SERVICE

The Department reserves the right to withdraw from the service any parts 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: INTRODUCTION AND RELEVANT INFORMATION

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

2.1.1 KwaZulu-Natal Supply Chain Management Policy Framework,

2.1.2 Section 217 of the Constitution,

2.1.3 The PFMA and its Regulations in general,

2.1.4 The Preferential Procurement Policy Framework Act, and Regulations of 2022,

2.1.5 National Treasury guidelines, and

2.1.6 Provincial Treasury Supply Chain Management Practice Notes and guidelines.

2.2 The purpose of the above-mentioned KwaZulu-Natal Supply Chain Management Policy is to change the procurement system in KwaZulu- Natal and for that purpose:

2.2.1 To promote the achievement of equity in the government contracts.

2.2.2 To create a procurement system which is fair, equitable, transparent, competitive and cost effective;

2.2.3 To create uniformity and simplicity in the procurement process;

2.2.4 To provide for an advisory service to promote access to and knowledge of procurement process; and

2.2.5 To provide for an independent and impartial Appeal structure.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT

3.1 ACCEPTANCE OF BID

3.1.2 The KwaZulu-Natal Department of Social Development is under no obligation to accept the lowest or any bid.

3.1.3 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 KZN Department of Social Development 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 always 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 BID PRICING

3.4.1 Bid prices reflected, will be taken as firm.

3.5 CHANGE OF ADDRESS

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

3.6 COMMUNICATION

3.6.1 All correspondence regarding this bid must be addressed or hand delivered to the:

GROUND FLOOR
KZN DEPARTMENT OF SOCIAL DEVELOPMENT
208 HOOSEN HAFEEJEE STREET
PIETERMARITZBURG
3201

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 COMPLETENESS OF BID

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

3.9 CONDITIONS OF BID

- 3.9.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance.
- 3.9.2 No bid received by telegram, telex, or facsimile will be considered.
- 3.9.3 It shall be noted that the KZN Department of Social Development is under no obligation to accept the lowest or any bid.
- 3.9.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.
- 3.9.5 Bidders must provide the following particulars about themselves as part of the bid:
- a) Where they have their Headquarters
 - b) Where they have their Regional Office.
 - c) Name, address and telephone number of bankers together with their bank account number.
 - d) The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.
- 3.9.6 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:
- a) By whom, or with whose assistance, was the business plan drafted?
 - b) By whom, or with whose assistance, were the bid prices calculated?
 - c) Whose advice is relied on?
 - d) Who will provide financial support?
- 3.9.7 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.

3.10 CONFIDENTIALITY

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

3.11 CONTRACT PERIOD

- 3.11.1 The contract period shall remain in force for a period of from award of purchase order until the final delivery and acceptance of goods.
- 3.11.2 The KZN Department of Social Development 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.

3.12 DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

- 3.12.1 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.

3.13 EQUAL BIDS

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

3.14 EXECUTION CAPACITY

- 3.14.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document.

3.15 EXTENSION OF CONTRACT

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

3.16 FINANCIAL CAPACITY

- I. Bidder must have the necessary capital resources to commence services should they be awarded this contract, for at least a period of Two (2) Months.
- II. No advance payments will be made to the service provider.
- III. Payments will be made monthly as per the Departments payment policies and procedures.

3.17 GENERAL EVALUATION CRITERIA

- 3.17.1 The Department will assess offers and adhere to the following basic guidelines when evaluating.
- i. Whether all the required information called for in the bid document has been submitted by the bidder.
 - ii. 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.

- iii. The financial standing of the bidder and ability to render a service may be examined before an award of bid take place.
- iv. Documented reports received from an institution/s pertaining to past bad performance by a company who is tendering, may be taken into consideration.
- v. Will the bidder be in a position to successfully execute the contract?
- vi. The 80/20 Point System will apply in the evaluation of this bid.

3.18 INFORMATION REQUIRED FROM BIDDER

3.18.1 Bidders must provide the following particulars about themselves as part of the bid:

- a) Where they have their Headquarters.
- b) Where they have their Regional Offices.
- c) Details to be supplied on Company's letterhead.

3.19 IRREGULARITIES

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

3.20 JOINT VENTURES

3.20.1 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 their HDI members, be entitled to equity ownership in respect of an HDI.

3.20.2 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.

3.20.3 Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

3.21 LATE BIDS

3.21.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

3.21.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the Bidder. No late bids are accepted.

3.22 NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

3.22.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN Department of Social Development.

3.23 PRO RATA DECREASE OF COMPENSATION

3.23.1 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 paragraphs 3.26 and 3.27 hereunder, to retain payment to the Contractor for as long as the unsatisfactory service continues.

3.24 CENTRAL SUPPLIERS DATABASE

- 3.24.1 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 at the time of closure of the bid will not be considered.
- 3.24.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

3.25 TAX CLEARANCE CERTIFICATE

- 3.25.1 The bidder must furnish a copy valid Tax Compliance Status pin issued by South African Revenue Services (SARS), it must be submitted with the bid document before the closing date of the bid.
- 3.25.2 Each party to a Joint Venture/Consortium must submit a copy valid Tax Compliance Status pin issued by South African Revenue Services (SARS), together with the bid at the closing date and time of bid.

3.26 TERMINATION OF SERVICES

- 3.26.1 Should the Contractor fail to meet the conditions of the contract, or continue rendering unsatisfactory service, the Department reserves the right to terminate the contract, after written notification has been served on the Contractor, with retention of the right to recover from the Contractor any losses which the Department may suffer/ incur as a result of the failure, without prejudicing any other rights it may have.
- 3.26.2 The Department reserves the right to terminate the agreement, should the Institution, for any reason, be permanently closed or transferred to another location.

3.27 UNSATISFACTORY PERFORMANCE

- 3.27.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 3.27.2 Before any action is taken, the KZN Department of Social Development shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (14 days minimum). If the contractor does not perform satisfactorily despite the warning the KZN Department of Social Development 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 **180** days from close of bid. However, circumstances may arise whereby this KZN Department of Social Development may request the bidders to extend the validity (binding) period. Should this occur, the KZN Department of Social Development 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

3.29.1 Bid prices must be inclusive of VAT.

3.29.2 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 serialised number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either –
 - (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.

SECTION M

AUTHORITY TO SIGN A BID

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

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

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

..... hereby authorise

Mr/Mrs/Ms.....

acting in the capacity of

..... whose
signature is.....

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

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

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

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION N CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) The offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) This bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the 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 quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

7. I/we firm 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.

8. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

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

SIGNED ON THIS DAY OF 20 AT

SIGNATURE OF BIDDER OR DULY.....

NAME IN BLOCK LETTERS AUTHORISED REPRESENTATIVE.....

ON BEHALF OF (BIDDER'S NAME):

CAPACITY OF SIGNATORY:

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

POSTAL ADDRESS:.....

TELEPHONE NUMBER:
.....

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION O

TERMS OF REFERENCE

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE CLEANING SERVICES FOR THE KWAZULU NATAL DEPARTMENT OF SOCIAL DEVELOPMENT FOR THE PERIOD OF SIXTY (60) MONTHS

PERIOD: Sixty (60) Months

1. BACKGROUND

- 1.1. The KwaZulu Natal Department of Social Development seeks to appoint suitably qualified and accredited service providers to submit responses for the provision of cleaning services for all facilities / offices falling under the KwaZulu Natal Department of Social Development.
- 1.2. Core business hours for the departmental facilities are during weekdays, weekends and public holidays from 08h00 to 16h30.
- 1.3. To keep the Facility clean and free from any hazardous risks, appointment of an appropriate and accredited service provider is required to enhance service delivery with high professionalism.

2. SCOPE OF WORK

2.1 The Kwa-Zulu Natal Department of Social Development has different facilities and office space to be cleaned, including the following:

- 2.1.1. Dormitories room and TV room
- 2.1.2. Offices
- 2.1.3. Boardrooms
- 2.1.4. Storerooms
- 2.1.5. Kitchenettes
- 2.1.6. Foyer and waiting area
- 2.1.7. Passages
- 2.1.8. Bathrooms
- 2.1.9. Toilets including urinals and hand basins
- 2.1.10. Walls
- 2.1.11. Windows and window seals
- 2.1.12. Ceiling boards
- 2.1.13. Outside drains
- 2.1.14. Parking bays and outside yard
- 2.1.15. Government vehicles
- 2.1.16. Gardening Services / Maintenance of Grounds

2.2 Specific Deliverables

Cleaning of Buildings/ Offices

Common Areas	Frequency
All floors must be swept, mopped and polished	Daily
All carpeted floors must be vacuumed	Daily
Surfaces of all furniture and equipment to be dusted	Daily
Walkway and staircase rails to be wet- wiped	Daily
Window ledges wet wiped daily	Daily
Internal walls and doors must be spot cleaned	Weekly
Internal walls and doors wiped down using a cleaning detergent and dried	Quarterly
Parking lots must be swept and scrubbed	Daily and quarterly
Dispose of municipal refuse bins and disinfect refuse bins	Twice a week
Kitchen	Frequency
All floors must be swept and mopped using cleaning detergent	Daily
Internal walls and doors wiped down	Weekly
Wash kitchen utensils and staff dishes	Twice a day
Clean all kitchen equipment with cleaning detergents	Daily
Wipe interior of cupboards with cleaning detergents	Weekly
Empty the rubbish bins	Twice a day
Offices and Boardrooms	
Vacuum carpets thoroughly	Twice a week
Spot clean soil marks on carpets	When required
Empty and clean waste baskets and receptacles	Twice a day
Disinfect waste baskets and receptacles	Daily
Dust fixtures and fittings	Daily
Dust venetians and vertical blind, window ledges and skirting	Weekly
Wipe glass doors, office doors and bright metal fittings	Daily
Wipe and disinfect telephones	Daily
Dust desks and counters	Daily
Polish desks and counters	Daily
Clean interior windows and partitioning	Weekly
Spot clean internal walls	When necessary
Damp wash all vinyl- covered furniture	Weekly
Feather- dust computers including monitors	Daily
Vinyl and leather chairs must be dusted	Daily
Leather to be appropriately treated	Quarterly
Spot clean cloth chairs	When required
Steam all carpeted areas and offices	Quarterly
Staff Tea Room and Pause Waiting Areas	
Wash the staff tearoom, utensils, crockery, cloths,	Daily
Clean walls, cupboards and mop the floors	Daily
Empty the rubbish bins twice daily	Daily
Cleaning and washing of dishes	Daily
Cleaning of tea/coffee machine makers, water dispenser, microwave ovens, fridges	Daily
Monthly defrosting of all fridges	Monthly
Mopping staff tearoom and pause/waiting areas twice daily	Daily
Cleaning any machinery and equipment in the staff tearoom	Daily



Passageway and Fire Escapes	Frequency
Sweep and scrub all cement/granite finished floor	Daily
Spot clean walls and doors	Daily
Strip and seal tiles	Monthly
Dispose of refuse	Twice a day
Disinfect waste baskets and receptacles	Daily

Sandstone Tiles	Frequency
Cleaned with a wet mop with neutral detergent	Daily
Polish	Twice a week
Buffed	Twice a week
Strip and seal	Initially and every six months

Toilets	Frequency
Clean all surfaces, seats, seat hinges, all tap covers and cistern handle, toilet doors and handles with a germ-killing cleaning detergent	Daily
Sweep and mop floors with a recognized germ cleaning detergent	Daily
Wipe ventilators and window seals with germ killing cleaning detergent	Daily
Clean hand basins with a germ-killing cleaning detergent internal and outside	Daily
Clean toilets, urinals with a germ-killing cleaning detergent	Daily
Damp wipe mirrors, toilet roll holders, paper towel dispenser with a germ-killing cleaning detergent	Daily
Cleaning interval schedule sheet be attached behind each toilet doors	Daily

Other Areas	Frequency
Side panels must be damp wiped with disinfectant	Weekly
Deep clean all carpeted floors and blinds	Monthly
All light fitting covers dusted	Weekly
Clean light switches	Weekly
Shelves must be dusted	Weekly
Windowsills and ledges must be damp wiped and	Weekly
Wash government vehicles	Daily

Items for toilets
2 ply 500 sheet white toilet paper
Paper towel
Liquid soap and soap dispensers
Deodorant sprays for toilets
She Bins with disposable bags
Men's urinary deodorant

Gardening / Maintenance of grounds	
Cutting and pruning of trees inside and outside the yard	Twice a week
Cutting of grass inside and outside the yard	Twice a week
Cleaning of yard and parking bays	Twice a week
Removal of weeds in paving, yard driveways and drains	Twice a week
Removal of weed in flower inside and outside the yard	Twice a week
Removal of leaves and any other dirt throughout the yard	Twice a week
Tiling of flower beds	Twice a week
Gardens refuse removal and any other waste	Twice a week
Tree felling (Clear – cutting/ chopping down)	As and when the need arises

Sweeping and blowing of the yard inside and outside	Twice a week
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Notes to the Tenderer:

- ***Rubbish /Waste must be sorted according to their categories and be placed in the available rubbish /waste bins near the main gate which must be taken out for collection by the Local Municipality on collection days.***
- ***The other waste matter which qualifies recycling shall be kept on the available waste bins until collection days by the recycling company. Cleaning staff shall ensure that correctly sorted waste is placed correctly on different waste bins all the time. The Supervisors of the contractor shall be trained in this, prior to the execution of this duty by his/her staff.***
- ***All Rubbish / Waste Bins must be cleaned, disinfected and replaced to their positions.***
- ***Furniture must be polished with a clear non stain polish. No residue to remain following polishing.***
- ***Service provider to ensure refilling of toilet paper, hand towel paper and hand liquid soaps which will be provided by the service provider.***
- ***All material supplied shall be of SABS approved standard.***

3. The service provider will be expected to adhere to the following

- 3.1 The Department reserves the right to approve cleaning materials, pesticides and chemicals prior to the use thereof.
- 3.2 The Department holds the right to screen (and interview) the cleaning officers supplied to render the service within 7 (seven) days after commencement of the services. DSD also holds the right to verbally request an immediate replacement should the cleaning officer not meet the criteria or perform to the acceptable standards. Thereafter the service provider will be allowed 7 (seven) days to replace poorly performing personnel or initiate in agreement with DSD an upskilling process to train the relevant employee to a suitable level of performance.
- 3.3 Service provider must submit a recent SAPS record clearance certificate (at his/her own expense) to the Facility Manager in respect of all cleaning officers he/she supplies to render the service, before commencement of the service.
- 3.4 Service providers shall be subjected to screening in terms of Children's Act 38 of 2005 (Form 30) as well as the Older Persons Act 13 of 2006, and other relevant legislation where applicable.
- 3.5 Service provider shall be subjected to orientation by the facility manager before commencement of the service.
- 3.6 Cleaning officers to render cleaning services must be trained to the standard set by the National Contract Cleaners Association or other and must be trained according to such cleaning standards as the accredited centre.
- 3.7 Cleaning officers must at a minimum be able to properly communicate and be able to correctly address DSD personnel and clients when addressed. A good understanding of communication skills is also essential.
- 3.8 The successful service provider must ensure that enough back-up cleaning material specifically toilet papers and hand paper towels are kept on site in case of sudden shortage thereof.
- 3.9 The employer reserves the right to request the successful service provider and their staff to undergo a security vetting process.
- 3.10 Cleaning services will be rendered during core business hours for the Department of Social Development in all facilities are daily, including weekends and public holidays, from 07h00-18h00 and 18h00-07h00.
- 3.11 The service provider shall prepare the official conference rooms (tea, coffee, etc.) for daily meetings.
- 3.12 The service provider shall pay his/her employees at least the minimum monthly basic wage as prescribed by the law.
- 3.13 No cleaning personnel may be allowed to work a shift longer than 12 (twelve) hours.

- 3.14 Possible steps shall be taken by the service provider to ensure that the contract intended for the execution of this agreement will take place, these steps include inter alia the protection of DSD officials against injuries, death or any other hazard in compliance with the Occupational Health and Safety Act of 1993.
- 3.15 Service provider or any of his/her employees shall **NOT** furnish any information concerning DSD and its activities to the public or media.
- 3.16 All cleaning personnel as well as the service provider involved with DSD at the commencement of this agreement must sign an Oath of Secrecy declaration and submit the declaration to the Facility Manager.
- 3.17 The supervisor and cleaning officers must sign an undertaking in which they declare that they will refrain from any action which might be detrimental to the Department.
- 3.18 The supervisor and cleaning officers are prohibited from reading documents or records in offices or from unnecessary handling thereof.
- 3.19 The service provider must keep proper files as well as appropriate documents for cleaning officer who are employed for rendering cleaning services to the DSD offices for the purposes of inspection.
- 3.20 Service provider shall provide the following information to the Facility Manager:
 - 1.1.1 CV, ID for all cleaners; and
 - 1.1.2 The contract.

4. SITE REQUIREMENTS AS PER THE TERMS OF REFERENCE (TOR):

4.1 DUTIES OF SERVICE PROVIDER

- 4.1.1 Service Provider must ensure that the staff is effectively supervised
- 4.1.2 Service Provider must ensure regular meetings are conducted with Management of the facility
- 4.1.3 Service Provider must adhere to Code of Conduct by BCCCI
- 4.1.4 Service Provider to ensure timely payment of salaries
- 4.1.5 Service Provider to adhere to minimum wage requirements in line with BCCCI and Department of Labour
- 4.1.6 Service Provider to ensure provision of adequate uniform for the staff

4.2 SUPERVISOR-CLEANING STAFF

- 4.2.1 Ensuring and enforcing Cleaning Staff adheres to the job description and mentor where necessary and also to provide close supervision in order to achieve optimum utilization.
- 4.2.2 The Supervisor to ensure that the Cleaning Staff is always on duty. To ensure that there are adequate working tools including cleaning material.

4.3 CLEANING STAFF

- 4.3.1 To ensure that they perform their duties accordingly and are always on duty at all times.

4.4 HOURS OF ATTENDANCE FOR CLEANING OF OFFICE BUILDINGS AND RESIDENCE

- 4.4.1 Normal cleaning staff must be in attendance seven (7) days per week between the hours of 07:00 - 18h00 and 18h00-07h00 daily, including weekends and public holidays, varying according to the facility's specifications.

4.5 RESOURCES

- 4.5.1 Cleaning material
- 4.5.2 Cleaning equipment
- 4.5.3 Cleaning uniform including SABS safety shoes
- 4.5.4 Cleaning supervisors
- 4.5.5 Supply and replenish 2 ply toilet papers –similar to virgin toilet papers
- 4.5.6 Supply and replenish hand paper towels
- 4.5.7 Liquid soap
- 4.5.8 Deodorant sprays for toilet
- 4.5.9 Men's urinary deodorant, etc.

Notes to the Tenderer:

- ***Cleaning staff must dress in a distinctive acceptable uniform that is SABS approved including safety shoes.***
- ***Cost for uniforms may not be deducted from the cleaning personnel but must be provided by the service provider***
- ***Two full pairs of protective gear shall be provided for each cleaner per annum***
- ***Clothing must be appropriate to the service rendered***
- ***Service provider shall provide name tags for all cleaners***

4.6 SERVICES REQUIRED:

- 4.6.1 Cleaning of buildings
- 4.6.2 Cleaning of roof and gutters
- 4.6.3 Cleaning of windows in and out including glass doors

4.7 CLEANING OF BUILDINGS

- 4.7.1 Includes all structures, tarmac, paved and /or gravel areas, defined ungreased pathways, walkways or road ways

5. GENERAL

- 5.1.1 Building must be cleaned daily. This means that all floors must be swept and/or mopped and the surface of all furniture and equipment, Chalkboard rails, staircase rails and low window ledges dusted. Rubbish, including the contents of waste paper baskets, must be removed daily and placed in containers to be removed by local authority. On the days on which such removal services is rendered. All refuse bins and containers must be assembled by the contractor at a point on the institution premises from which the local authority removes such bins or containers.

- 5.1.2 High level dusting must be undertaken once monthly and shall mean the dusting of surfaces above 2 metres from the floor and include light fittings, venetians blinds, high windows ledges. Burglar guards, cupboard tops and beams. Where walls are bagged or the surface is prone to collecting dust, such walls must be dusted once per quarter or more if necessary.
- 5.1.3 Name plates, window handles, window regulators, chrome plated and aluminium door handles must be wiped down and brass door handles polished by means of metal polish twice fortnightly.
- 5.1.4 All window panes on the premises must be washed twice fortnightly or more frequently if required.
- 5.1.5 Door mats must be dusted daily. Carpets must be vacuumed daily and a vacuum cleaner or carpet sweeper must be used for this purpose. Carpets must be foam-cleaned twice per year and where heavy traffic occurs on carpets foam-cleaning must be done once every six months.
- 5.1.6 Concrete, cement, and brick surfaces must be swept daily and scrubbed regularly or washed where practicable.
- 5.1.7 Clogged waste pipes catch pits, traps, washbasins, urinals and toilet bowls must be cleaned immediately where such blockages occur above a ground level.
- 5.1.8 All rainwater gutters, open drains and storm water manholes adjoining the buildings must be kept free of soil, debris, always refuse and other obstructions.
- 5.1.9 Glasses, tumblers, water bottles and aqua coolers (where provided) must be washed daily and refilled.
- 5.1.10 ICT or computer equipment and electronic equipment should be cleaned with the SABS approved electronic cleaning material
- 5.1.11 All departmental resources should be cleaned i.e. microwaves, crockery, fridges, etc.

5.2 VERANDAS/CORRIDORS

- 5.2.1 Verandas and all stairs must be swept daily and washed twice a week. Washing may be undertaken by means of a garden hose but under no circumstances a fire hose, and where verandas or stairs are heavily soiled, a brass broom must be used to remove such soiling. Drains adjoining verandas must be swept daily and kept clean.

5.3 FLOOR SURFACES

5.3.1 Polyvinyl Tiles, P.V.C Tiles

- 5.3.1.1 Polyvinyl tiles must be cleaned thoroughly and sealed with a SABS recognized sealing agent which must have been approved by the department. A dry scrubbing method must be used in rooms where the ducting for cables etc., is embedded in floors and where water can cause damage. After sweeping floors must be cleaned if necessary with damp mop in order to clear fine dust. A polisher must be used in conjunction with a spray cleaning system at least once a week. A polishing machine must be used daily on floors in parts of building that are regarded as prestige areas such as the administration building as well as the main entrance and foyers in all buildings. In order to give these areas a neat and Clean appearance at all times floors must be thoroughly cleaned and resealed twice a year. In areas of heavy thoroughfare resealing must be done as often as the Office Manager considers it necessary. All dust and rubbish must be removed after a polisher has been used. Great care must be taken not to damage any equipment in any room in which equipment is housed. Some rooms, as indicated from time to time by the Office Manager, may only be cleaned in the presence of a member of staff at times convenient.
- 5.3.1.2 Floors such as woodwork floors (parquet floors), wood strip floors, quarry tile floors, red, green or black oxide concrete floors, malthoid or betroid must be cleaned and treated by the generally

accepted methods for such floors in order to maintain an acceptable finish and all such floors as well as other floors not referred to in this sub-paragraph must be polished once a month with a non-skid polish and touched up with polish once a week where required and must be buffed weekly.

- 5.3.1.3 Wooden floors not polished or coated with plastic material must be swept or vacuum-cleaned and lightly mopped as required.
- 5.3.1.4 Polished or plastic coated floors must be washed twice a month.
- 5.3.1.5 Terrazzo floor and concrete floors, excluding verandas, toilets and concrete pathways, must be damp mopped daily and scrubbed twice a month.
- 5.3.1.6 Slate tiles must be cleaned and either floor sheen or wax polish applied once a week.

5.4 TOILETS, BATHROOMS AND CHANGEROOMS

- 5.4.1 Toilets floors, bathroom floors, changed room floors and shower floors must be washed down and dried daily using suitable disinfectant. Where toilet floors are covered by PVC tiles these floors must be damp mopped daily with a suitable disinfectant and spray buffed at least once every week. The contractor is required to clean the toilets and bathrooms more than once daily if required to do so by the office Manager.
- 5.4.2 Double ply toilet paper should be made available at all times in toilets
- 5.4.3 Hand paper towels should be provided all times
- 5.4.4 Hand washer should be provided at all times
- 5.4.5 Toilet pans, urinals, baths and wash basins must be cleaned daily. Disinfectants and deodorant agents must be used as required.
- 5.4.6 Mirrors must be cleaned daily.
- 5.4.7 Tiled walls must be washed and dried daily.

5.5 STOREROOMS

- 5.5.1 Storerooms must be cleaned as often as required by the Office Manager

6. OTHER SERVICES

- 6.1 Plastics or similar coatings may be applied only to surfaces where the application thereof will not damage the material of which the surface is made.
- 6.2 Two (2) ply Toilet rolls similar to virgin, towels, deodorant blocks and soap as provided by the Office Manager must be distributed daily.
- 6.3 Sweeping, cleaning, dusting and polishing of the building must be done as specified in paragraphs 1.1 to 1.5 at times to be decided mutually between the Office Manager and the contractor.
- 6.4 The contractor's employees must as when required move furniture and equipment and also convey stock from point of receipt to the storeroom.
- 6.5 The contractor will be required to wash and vacuum government owned vehicle at least once per week or as per request from Senior Manager.
- 6.6 All tarmac and concrete paths and concrete surfaces must be cleaned and kept clean, which means that such path and surfaces must be swept once every five-day period whilst loose papers, leaves and all other litter must be removed daily and refuse places in a container to be removed by the local authority. On the days on which such removal services is rendered all refuse bins and containers must

be assembled by the contractor at a point on the institution premises from which the local authority removes such bins or containers. The cleaning of surfaces must include the washing or spraying of such surfaces at least once a quarter or at such shorter intervals as may be necessitated by circumstances such as inclement weather. Grass and weeds growing in tarmac, concrete surface and paved areas must be eradicated by using a suitable herbicide. Care must be taken not to damage the surface.

7. GENERAL CONDITIONS:

- 7.1 The Procurement Administration Office's General Condition and Procedures (ZNT6) will apply applicable.
- 7.2 The object of the contract will be to ensure neat and clean appearance of all buildings.
- 7.3 The contractor must use his own accessories, tools and machines to perform the duties wherever necessary.
- 7.4 The contractor shall use his own materials (cleaning material, disinfectants, polish, etc.) unless otherwise specifically stipulated. The contractor must ensure that any cleaning or disinfectant agent is not damaging to personnel or any surface in the building where is applied.
- 7.5 Cleaning services include the daily emptying of waste paper basket and the placing of all rubbish bins in containers of refuse bins. The contractor shall be responsible for the payment of all accounts for normal refuse removal services excluding garden refuse by the local authority.
- 7.6 refuse removal services excluding garden refuse by the local authority.
- 7.7 The Department shall be responsible to settle the payment of all accounts for water used at the institution.
- 7.8 The contractor must supply his own oils and fuels for any power driven machines used in the fulfilment of the contract.
- 7.9 The Contractor must provide his employees with suitable protective clothing such as overalls/dust coats and must ensure that they are well trained neatly clothed and at all times under proper supervision.
- 7.10 Daily times for the cleaning of buildings shall be mutually agreed upon between the Office Manager and the contractor.
- 7.11 The contractor must arrange for adequate supervision of his employees so as to ensure that all services are rendered efficiently and to the entire satisfaction of the Head of Department, Department of Social Development. The Contractor must provide a responsible person to be in charge of the labour at the institution. The responsible person must be available at all times and will be responsible to take instructions from the Office Manager and be a liaison between the Office Manager and contractor.
- 7.12 The contractor must make his own arrangements for the transport of his employees.
- 7.13 Where the offices are used after normal working hours during the week, over week-ends or public holidays, for any function or as a Centre for symposium workshops or special courses, the rooms, halls, offices and other areas required for such purposes must be cleaned by the contractor in consultation with the Office Manager.
- 7.14 The contractor must be held responsible for any loss or damage to provincial property caused by negligence by his employees and shall repair any such damage at his own expense.
- 7.15 The contractor must ensure that his employees are medically fit for their duties.
- 7.16 The contractor shall be responsible for the safe-keeping of all keys handed to him and he must acknowledge receipt thereof in writing and such keys must be returned to the office Manager on



termination of the contract.

- 7.17 In event of any keys being lost by an employee of the contractor, the locks for which such keys were used must be replaced and new keys provided by the contractor at his own cost.
- 7.18 The contract will commence on a date to be agreed upon following the date of the letter of award and shall be for the period of six months.
- 7.19 If the contractor fails to render any service or fail to render any service in conformity with the contract, the Department shall have the right in its sole discretion either:
- 7.20 To deduct as a penalty equivalent to 3.3% of the monthly contract sum per day in respect of any such service not rendered or not rendered in conformity with the Contract;
- Or
- 7.20.1 To claim in lieu of such penalty any damages or loss suffered; or
- 7.20.2 To call upon the contractor in writing to render the service or to render the service in Conformity with the contract within a period of five (5) days. Should the contractor Fail to render the service or to render the service in conformity with the contract Within five(5) days of being called upon to do so, the department shall have the right to cancel the contract and to recover any loss in respect of damages which it may have suffered if a satisfactory explanation of such breach of contract is not furnished.
- 7.21.No Penalty or claim shall be deducted before any alleged breach of contract has been discussed between the contractor and the province.
- 7.22.In the event of there being a dispute as to whether a service was rendered or not, or was rendered in conformity with the contract or not, the onus of proving that the service was rendered and was rendered in conformity with the contract shall be on the contractor.
- 7.23.Where a service is to be rendered on a daily basis the aforesaid penalty shall be deducted in respect of each And every day that such service was not rendered or not rendered in conformity with the contract. Where a service is to be rendered within some other stipulated period, and the service was not rendered or was not Rendered in conformity with the contract within such stipulated period, the aforesaid penalty shall be imposed And an amount not exceeding 3.3% of the monthly contract sum per day shall be deducted in respect of Every day that the completion of the service is delayed unless a satisfactory explanation for such delay is Furnished by the contractor
- 7.24.The department reserves the right to terminate the contract should the office/institution, for any reason be Permanently closed.
- 7.25.In the event of any boycotts, riots and/or unrest the contractor shall make suitable arrangements to ensure Continuation of services.
- 7.26.Any close contained in this specifications and conditions may be amended by mutual agreements in writing Between the Head of Department: Department of Social Development and the contractor.
- 7.27.The Department of Social Development is not obliges to accept the lowest or any Tenderer
- 7.28.The Tenderer will be awarded in line with the mandates of the KwaZulu Natal Supply Chain Management Policy Framework, PPPFA, BBBEE and the PFMA
- 7.29.Name plates, window handles, window regulators, chrome plated and aluminum door handles must be wiped down and brass door handles polished by means of metal polish twice fortnightly.
- 7.30.All window panes on the premises must be washed twice fortnightly or more frequently if required.



- 7.31. Door mats must be dusted daily. Carpets must be vacuumed daily and a vacuum cleaner or carpet sweeper must be used for this purpose. Carpets must be foam-cleaned twice per year and where heavy traffic occurs on carpets foam-cleaning must be done once every six months.
- 7.32. Concrete, cement, and brick surfaces must be swept daily and scrubbed regularly or washed where practicable.
- 7.33. Clogged waste pipes catch pits, traps, washbasins, urinals and toilet bowls must be cleaned immediately where such blockages occur above a ground level.
- 7.34. All rainwater gutters, open drains and storm water manholes adjoining the buildings must be kept free of soil, debris, refuse and other obstructions at all times.
- 7.35. Glasses, tumblers, water bottles and aqua coolers (where provided) must be washed daily and refilled.
- 7.36. ICT or computer equipment and electronic equipment should be cleaned with the SABS approved electronic cleaning material
- 7.37. All departmental resources should be cleaned i.e. microwaves, crockery, fridges, etc

8. CLEANING EQUIPMENT AND MATERIALS

- 8.1 The successful bidder shall provide all cleaning and equipment materials necessary for the execution of the contract at his /her own expense.
- 8.2 The service provider shall remunerate cleaning staff under its employ in terms of the Industrial Council Wage Rate.

9. CLEANING MATERIALS.

- 9.1 The service provider shall make adequate provision in its quotation for the supply of all the cleaning materials necessary to carry out the work in accordance with the specification.

10. QUALITY CONTROL.

- 10.1 The service provider will undertake regular checks to ensure that the cleaning standard is being maintained.

11. WORKMANS COMPENSATION.

- 11.1 The service provider shall comply with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 103 of 1993).

12. OCCUPATIONAL HEALTH AND SAFETY ACT.

- 12.1 The service provider shall comply with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

13. STAFF REPLACEMENTS.

- 13.1 When a Cleaning aid staff member does not arrive at work or goes on leave, the service provider shall promptly deliver a replacement cleaner.

14. REMUNERATION

- 14.1 The service provider shall be paid for services rendered in specific period on presentation of original tax invoice.

15. PAYMENTS

- 15.1 The Department will not make upfront payments to a successful service provider.
- 15.2 Payment will only be made in accordance to the delivery of service that will be agreed upon by both parties.
- 15.3 The contractor shall pay the employee to render a service at least the minimum wage as prescribed for the area as promulgated in the Government Gazette.

16. REPORTING REQUIREMENTS

- 16.1 The service provider shall report to the Facility Manager of each facility
- 16.2 The service provider supervisor must do a daily inspection on quality and standard of cleaning services and a weekly report in this regard must be provided to the Facility Manager.
- 16.3 The service provider supervisor must report on daily basis to the Facility Manager of any defects in and to area concerned, e.g. broken mirrors, blocked toilets/urinals, broken windows etc. that they might come across during the cleaning of the building.
- 16.4 The service provider shall supply a summarized written report every month to the Facility Manager on specific problems, suggestions, improved methods and work programmes, personnel turnover, tenant's complaints and remedial action and all other matters connected with this agreement.
- 16.5 Meetings will be held monthly with the Service Provider and Facility Manager

17. COMPLETION DATE

- 17.1 The cleaning services must be provided on the start date as agreed on the appointment.

SECTION P

EVALUATION CRITERIA

The evaluation system will only take effect if all the mandatory requirements are achieved and the bidders score 60% and above on functionality. Bidders that do not meet all the mandatory requirements and score less than 60% will be disqualified for any further evaluation of their bid.

Bids will be evaluated and adjudicated as follows:

Phase 1: Minimum Mandatory Requirements for Administrative Compliance

The Bid Evaluation Committee will assess compliance with the Minimum Mandatory Requirements for Administrative Compliance as outlined below.

Bidders who do not comply with the minimum Mandatory Requirements for Administrative Compliance will be disqualified and will not proceed to Phase 3 in the bid evaluation process.

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

- Invitation to bid (PART A)
- Terms and conditions for bidding (PART B)
- Declaration that information on Central Suppliers Database is correct and up to date (SECTION C)
- Bidders Disclosure (SECTION G)
- Authority to sign a bid (SECTION N)
- Conditions of Bid (SECTION O)

The bidder shall ensure that the bid document is fully completed and signed

NB: Compulsory Documents to accompany the Bid Document.

- a) Valid proof of registration with the Bargaining Council for the Contract Cleaning Services Industry (BCCCI)
- b) Valid Compliance certificate with the Bargaining Council for the Contract Cleaning services industry (BCCCI)
- c) Certified valid copy of proof of registration as employer with the Workmen's Compensation Commissioner (COIDA) from Department of Labour.

Additional Returnables

- a) Certified copies of Company Registration Documents.
- b) Certified Copies of the ID Document for company directors

NOTE: FAILURE TO SUBMIT THE REQUIRED INFORMATION WILL INVALIDATE THE ENTIRE PROPOSAL

Phase 2: Evaluation of Functionality

The evaluation of the bids must be conducted in the following manner:

1.1 The KZN Department of Social Development will evaluate the bids on the basis of functionality as set out below.

1.1.1 The percentage scored for functionality may be calculated as follows:

- (a) The value awarded for each criterion should be multiplied by the weight for the relevant criterion to obtain the score for the various criteria;
- (b) The scores for each criterion should be added to obtain the total score.
- (c) The following formula should be used to convert the total score for functionality:

$$Ps = \frac{So}{Ms} \times 100$$

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

Ms = Maximum possible score

1.1.2 The percentage of each panel member should be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

1.2 Minimum scoring: A service provider who fails to score a minimum of **60 points** on functionality will be disqualified.

1.3 ONLY those bids that obtain a minimum score for functionality i.e. **60 out of 100 points (60%)** will qualify to be in the panel of service providers to render cleaning services.

EVALUATION CRITERIA FOR THE PROVISION OF A PANEL OF SERVICE PROVIDERS TO PROVIDE CLEANING SERVICE FOR THE KWAZULU - NATAL DEPARTMENT OF SOCIAL DEVELOPMENT

To be completed for each tender by each valuator

Criterion	Maximum points to be awarded	Scoring Guideline	Means of Verification
1.Organogram	05	(a) Company Director = 01 point (b) Cleaning Manager = 01 point (c) Supervisor = 01 point (d) Human Resource = 01 point (e) Finance = 01 point	- Organogram
2.Competency, Capacity and Expertise of the Company	25		
	25	Company Experience rendering cleaning services: - Minimum 03-05 years = 05 point - Between 06-10 years = 15 points - Between 11-15 years = 25 points	- Copies of appointment letters OR - Purchase orders OR - Signed contract from previous verifiable clients for Cleaning / Gardening Services. <i>The letters /testimonials must indicate workmanship, contract period, contract amount (minimum uninterrupted experience of 1 year and above).</i>
3.Competency and expertise of the Employee's on Site	30		
	30	Cleaning Manager's Experience: - Minimum 03-05 years = 10 points - From 06 years & above = 15 points Cleaning Supervisor's Experience - Minimum 03-05 years = 10 points - From 06 years & above = 15 points	- Detailed CV with experience as a cleaning Manager/ Supervisor/ Employee in the cleaning sector
4.Financial Capacity	20	Financial Capacity: - R200 001 and above = 20 points	• Does the bidder possess the financial viability to undertake this project? The bidder must



		- Less than R200 000 = 05 points	attach a stamped letter from the bank or any accredited financial Institution showing financial capacity.
5.Locality	20	- Within KZN Province = 20 Points - Outside KZN Province = 0	• Letter from the Ward Councillor OR • Municipality Utility Bill OR • Valid lease agreement <u>together with</u> Lessor's Municipality Bill
Total Score	100		
Minimum Passing Score	60		

- **Note:** All bidders must attach a detailed proposal, including documents identified as per the *Minimum Mandatory Requirements for Administrative Compliance*: marked as “Annexure D” which also addresses each of the functionality criteria listed above to assist with the evaluation of this bid.
- In overall a minimum of 60% must be attained to qualify to be in the panel of service providers to render cleaning services. A service provider who fails to score a minimum of 60 % on functionality will be disqualified automatically.

EXPECTED DELIVERY DATE

The expected date of completion and delivery is sixty (60) months from receipt of official purchase Order.

PROCUREMENT AND CONTRACT PROCESSES WITHIN THE PANEL

Stage 1

The department will advertise a bid for the establishment of a panel of service providers following all competitive bidding processes, service providers will be evaluated based on completion of a bidding document and functionality only.

Stage 2

The Department will only request price quotation from the list of approved panels of service providers, where price and preference points will be considered.

First phase of the potential service providers will be contracted for thirty-six (36) months within the panel. Second phase will be contracted for the period of twenty-four (24) months while the Department is preparing for new contracts.

Preference for invitation of quotation will be given to service providers who are within the District where the facility is situated using the address on Central Supplier Data base (CSD).

The Department will appoint one service provider to a maximum of two (2) sites in the Province Should the bidder still meets the minimum requirements in more than two (2) sites in the Province, the bidder will be passed over to apply the principle of fair distribution of work.