



# KwaZulu-Natal Legislature

FOR OFFICIAL USE

**DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR  
CLEANING & HYGIENE SERVICES FOR THREE  
(3)YEARS**

**Bid No.: KZNL 12/2022**

COMPANY NAME : \_\_\_\_\_

Registration No. \_\_\_\_\_

**Type of Bidder (Tick One Box)**

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

**RETURN OF PROPOSAL**

Proposal must be deposited in the **Bid box** situated at **Ground Floor, KZN  
Legislature, 244 Langalibalele Street PIETERMARITZBURG 3201.**

## KWAZULU-NATAL LEGISLATURE

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**SECTION A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF  
THE KWAZULU-NALTAL LEGISALTURE

BID NUMBER: **KZNL 12/2022**      CLOSING DATE: **06 February 2023**      CLOSING TIME: **11H00**

**COMPULSORY BRIEFING SESSION: 16 January 2023      TIME : 10H00 – 11H00**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING AN HYGIENE SERVICES FOR THREE (3) YEARS**

CONTRACT PERIOD: **3 YEARS**

VALIDITY PERIOD: **120 DAYS**

*Link to join the compulsory briefing session must be requested from [tenders@kznleg.gov.za](mailto:tenders@kznleg.gov.za) before or on the 13 January 2023 end of business for bid number KZNL 12/2022.*

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 13.1 or 13.2) depending on the nature of the supply/service**

<p><b>BID DOCUMENTS MAY BE POSTED TO:</b> The Head SCM Unit, KZN Legislature Private Bag 9112 Pietermaritzburg, 3200</p>	<p><b>NOTE: THE POST IS CLEARED FROM THE PIETERMARITZBURG POST OFFICE BEFORE 11:00 ON DUE DATE</b></p>
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**OR**

<p><b>BID DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED AT:</b> Ground Floor, KZN Legislature 244 Langalibalele Street PIETERMARITZBURG 3201</p>	<p><b>THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME:</b> <b>MONDAY TO FRIDAY (EXCLUDING PUBLIC HOLIDAYS)</b> <b>08:00 TO 16:00</b></p>
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**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NUMBER      CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

CELLPHONE NUMBER \_\_\_\_\_

FACSIMILE NUMBER      CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

VAT REGISTRATION NUMBER \_\_\_\_\_

CENTRAL SUPPLIER DATABASE (CSD) NO. \_\_\_\_\_

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (Section B) YES  NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (Section F) YES  NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

**[TICK APPLICABLE BOX]**

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR .....

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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]**

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

**TOTAL BID PRICE: R**.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Organisation:** KwaZulu-Natal Legislature

**Contact Person:** Mr Nkululeko Ngcamu

**Tel:** 033 355 7548

**Fax:** N/A

**E-mail address:** ngcamun@kznleg.gov.za

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** Adv. K. Masondo

**Tel / Cell No.:** 082 886 2593

**E-mail address:** masondok@kznleg.gov.za

## SECTION B

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

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.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects. (All sections must be completed).
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. No bid submitted by telefax, telegraphic or other electronic means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialed.
14. Use of pencil and correcting fluid is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. 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.
18. All consortia/joint ventures must submit individual company Tax Clearance Certificates. (Where required, individual company profiles must be included). Please also refer to Annexure D - para. 2.3 regarding B-BBEE Status Level Certificates.
19. If a **compulsory briefing session/site inspection** is held, the bid document must be stamped and signed at the session. Failure to comply will render the bid disqualified at the time of closure of the bid.
20. The Legislature is not bound to accept any of the proposals submitted and reserves the right to cancel the bid at any time and to call for the best and final offers from shortlisted bidders before final selection.
21. The Legislature reserves the right to call for presentations/interviews with shortlisted bidders before final selection.
22. Bidder must submit both Tax certificate with pin and CSD report.
23. The Legislature reserves the right to appoint more than one service provider.
24. Prices will be deemed as firm for the first year and subject to statutory price increases. (**Note:** Any price escalation will be subjected to approval by the Legislature and will only be affected after the first completed year)
25. All bidders must attach all required annexures.
26. Bidding documents must be completed in accordance to the conditions and bidding rules contained therein.
27. The lowest or any proposal will not necessarily be accepted and the KZN Legislature reserves the right not to consider any proposal, not suitably endorsed or comprehensively completed, as well as the right to accept a proposal in whole or in part.
28. Registration on National Treasury's Central supplier Database (CSD) is compulsory. For more information on how to register go to [www.csd.gov.za](http://www.csd.gov.za) . Failure to register on CSD will result in the disqualification of proposals.

## SECTION C (SBD 2)

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

Jeyrel:\Mdk416-SBD2 tax clearance

**I HAVE READ, UNDERSTOOD AND COMPLY WITH THE SPECIAL INSTRUCTIONS ABOVE:**

\_\_\_\_\_  
SURNAME AND INITIALS OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

COMPANY OFFICIAL STAMP



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:  
.....  
.....

**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 consortium<sup>2</sup> 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

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



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

## SECTION E (SBD6.1)

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

(Tick applicable box) 

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

7.1.1 If yes, indicate:

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

(Tick applicable box) 

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

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

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
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**SECTION F  
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 Legislature (hereinafter called the "Legislature") 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 Legislature during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to SCM Regulations issued in terms of the Financial Management of Parliament Act, , the KwaZulu-Natal Legislature's Supply Chain Management Policy, the Treasury Practice Notes, and the 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 Legislature 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 Legislature any additional expenses incurred by the Legislature 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 Legislature 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 Legislature may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
 .....  
 .....
  
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
  
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
  
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
  
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.



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

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

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

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

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

.....  
**FULL NAME (IN BLOCK LETTERS)**

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

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

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

**POSTAL ADDRESS**  
.....

.....**POSTAL CODE.....**

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

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

**CELL PHONE NUMBER:** .....

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

**SECTION G (SBD 11)  
AUTHORITY TO SIGN A BID**

**A. COMPANIES**

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

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on ..... 20.....,  
Mr/Mrs .....whose  
signature appears below) has been duly authorised to sign all documents in connection with this  
bid on behalf of (Name of Company).....

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

**SIGNED ON BEHALF OF COMPANY:**

.....  
(PRINT NAME)

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

**WITNESSES:** 1 .....  
2 .....

---

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

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

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

**C. PARTNERSHIP**

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

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

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

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>

**D. CLOSE CORPORATION**

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

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

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

(Name of Close Corporation) .....

SIGNED ON BEHALF OF CLOSE CORPORATION: .....  
 (PRINT NAME)

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

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

**E. CO-OPERATIVE**

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

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

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

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

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

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

WITNESSES: 1 ..... WITENSS:- 2 .....

**F. CONSORTIUM**

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

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

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

Mr/Mrs.....

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

SIGNED ON BEHALF OF CLOSE CORPORATION: .....  
(PRINT NAME)

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

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

**G. JOINT VENTURE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION H (SBD 12)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company Name

## SECTION I (SBD 9)

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

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



## SECTION J SPECIAL CONDITIONS OF CONTRACT

### 1. ACCEPTANCE OF BID

- 1.1 The KwaZulu-Natal Legislature's (KZN Legislature's) Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

### 2. APPEALS/OBJECTIONS

- 2.1 Entities aggrieved by a decision of a KZN Legislature Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Accounting Officer in the prescribed manner by the Supply Chain Management Policy or submit their grievance to the High Court.

### 3. AMENDMENT OF CONTRACT

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

### 4. BID PRICING

Bid prices reflected, will be taken as firm for the duration of the contract and will only be subject to statutory increases.

### 5. CHANGE OF ADDRESS

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

### 6. COMMUNICATION

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

HEAD OF SUPPLY CHAIN MANAGEMENT  
KZN LEGISLATURE  
PRIVATE BAG X 9112  
PIETERMARITZBURG  
3200

### 7. COMPLETION OF SPECIFICATION

- 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.

### 8. COMPLETENESS OF BID

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

### 9. CONDITIONS OF BID

- 9.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance
- 9.2 No bid received by telegram, telex, or facsimile will be considered.
- 9.3 It shall be noted that the KZN Legislature is under no obligation to accept the lowest or any bid.
- 9.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.

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

- 9.6.1 Where they have their Headquarters
  - 9.6.2 Where they have their Regional Office.
  - 9.6.3 Name, address and telephone number of bankers together with their bank account number.
  - 9.6.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.
- 9.7 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:
- 9.7.1 By whom, or with whose assistance, was the business plan drafted?
  - 9.7.2 By whom, or with whose assistance, were the bid prices calculated?
  - 9.7.3 Whose advice is relied on?
  - 9.7.4 Who will provide financial support?
- 9.8. 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.

## 10. CONTRACT PERIOD

- 10.1 The contract period: **3 YEARS**
- 10.2 The KZN LEGISLATURE 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.

## 11. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

- 11.1 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.

## 12. EQUAL BIDS

- 12.1 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.

## 13. EXECUTION CAPACITY

- 13.1 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

## 14. EXTENSION OF CONTRACT

- 14.1 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.

## 15. INFORMATION REQUIRED FROM BIDDER

- 15.1 Bidders must provide the following particulars about themselves as part of the bid:
- 15.2 Where they have their Headquarters.
  - 15.3 Where they have their Regional Offices.
- } Details to be supplied on  
Company's letterhead.

## 16. IRREGULARITIES

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

## 17. JOINT VENTURES

- 17.1 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.
- 17.2 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.
- 17.3 Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

## 18. LATE BIDS

- 18.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 18.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

## 19. NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS

- 19.1 Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN LEGISLATURE.

## 20. TAX CLEARANCE CERTIFICATE

- 20.1 The original Tax Clearance Certificate with pin must be submitted with the bid before the closing date and time of the bid. In the event the recommended bidder is not compliant, there will be given seven (7) working days to correct their SARS status and failure to comply with this requirement will result in the bid being disqualified.
- 20.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate with pin together with the bid at the closing date and time.

## 21. UNSATISFACTORY PERFORMANCE

- 21.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (i) Before any action is taken, the KZN Legislature shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the KZN Legislature will:
- (a) take action in terms of its delegated powers
  - (b) make a recommendation for cancellation of the contract concerned.

## 22. VALIDITY PERIOD AND EXTENSION THEREOF

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

## 23. VAT

- 23.1 Bid prices must be inclusive of VAT.
- 23.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

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

## **24. REQUIREMENTS**

### **24.1 REGISTRATION WITH THE STATUTORY BODIES**

24.1.1 The bidder must be registered for Workmens Compensation & UIF.

## **25. SECURITY VETTING:**

Security vetting will be carried out on all personnel involved in the contract.

## **26. Previous Experience**

The Bidder must furnish the following details of all previous 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.

**BID SPECIFICATION  
FOR  
CLEANING AND HYGIENE SERVICES AT THE  
KWAZULU-NATAL LEGISLATURE**

**KZNL 12/2022**

## SPECIFICATIONS

### CLEANING & HYGIENE SERVICES AT THE KWAZULU-NATAL LEGISLATURE PERIOD: 3 YEARS

#### **SECTION A: CLEANING SERVICES**

##### **1. INTRODUCTION AND BACKGROUND**

The KwaZulu-Natal Legislature (Legislature) intends to appoint a service provider that will provide cleaning services at the KZN Legislature based at 244 Langalibalele Street (the Legislature Administration Building) and 245 Langalibalele Street (the Legislature precincts which will include the Speaker's Cottage, Senate Building, Chamber Building, Green's Chambers, Nathan's Chambers, the Credit Indemnity Building and the Law Society building 16 & 17 Change lane), Pietermaritzburg. Consequently, the KZN Legislature requires the services of a competent and qualified service provider to render cleaning services as specified in this bid document.

##### **2. OBJECTIVES**

The objective of the specification is to appoint a suitable Service Provider that can render the service of hygiene and deep cleaning in all offices of KwaZulu-Natal Legislature for a period of thirty-six (36) months.

##### **3. TERMS AND CONDITIONS OF THE PROPOSAL**

- (a.) The Labour Relations Act, 1995 and other relevant legislative prescripts must be complied with. The KZN Legislature will not tolerate service providers exploiting their cleaning staff
- (b.) Compliance with the Department of Labour under the Sectoral Determination for Contract Cleaning Sector-Wages is of utmost importance and the Legislature reserves the right to conduct a random check of the service providers' payroll records.
- (c.) Awarding of the proposal will be subject to the Service Provider expressing acceptance of the Legislature's special and the general conditions of contract.
- (d.) The Service Provider may not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this quotation shall result in disqualification.
- (e.) In cases where a company, partnership or close corporation commences business for the first time or either don't have capital, full particulars of a registered, reputable financial institute/ company that will assist with the commencement of project e.g. buying material and equipment, must be furnished.
- (f.) Service Providers must give the assurance that all workers will be under proper supervision. Any liaison regarding the daily needs will be through the supervisor and not directly with

workers. Supervisor must ensure that cleaning and hygiene material are always available and that it is be replaced as required.

- (g.) The Service Provider must arrange the relevant public liability insurance with a reputable insurance company OR submit documentary proof/ letter of intent. Premiums must be paid monthly after the award for the duration of the contract. The contract will only be signed upon proof of public liability cover of no less than R 1 Million.
- (h.) All legislations relating to cleaning and hygiene services must be adhered to by the Service Provider. All equipment and cleaning material must comply with South Africa Bureau of Standards (SABS) and Occupational Health and Safety Act must be of high quality.
- (i.) The Legislature reserves the right to conduct tests and analysis on the cleaning and hygiene detergents and equipment provided by the service provider to ascertain the quality and compliance to SABS standards.
- (j.) No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used.
- (k.) All equipment and cleaning, hygiene material must be provided by the service provider. (as indicated in the specification.).
- (l.) Any short coming on these terms and conditions must be identified by the service provider prior the awarding of the bid. Any short coming identified by the service provider after the bid has been awarded and that may have an impact on the contract price, will be for the account of the service provider.
- (m.) Should the service provider not comply with any of the terms and conditions contained in this document during the contract period, the Legislature reserves the right to cancel the contract within one month written notice.
- (n.) The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- (o.) Provide all personnel working under this contract with protective clothing(uniform), which clearly states the name of the Service Provider.
- (p.) Ensure that the Legislature is informed of any removal and replacement of personnel for security reasons.

- (q.) Provide Management report as and when required to do so. The report shall be based on different services and shall cover all work performed and completed during the month.
  
- (r.) The Legislature shall:
  - (i.) Conduct business in a courteous and professional manner with the Service Provider.
  - (ii.) Not be liable of accounts/ expenses incurred by the Service Provider that was not agreed to by the contracting parties.
  - (iii.) Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
  
- (s.) Both parties (Legislature and Service Provider) shall enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification will also form part of the service level agreement.

#### **4. AREAS TO BE CLEANED**

4.1 The whole of Legislature precinct, including all:

- (i) Entrance halls, foyers, internal stairs, balconies/passageways, offices, boardrooms, committee rooms, store rooms, toilets, photocopying and printing rooms, kitchens, and verandas.
- (ii) Internal window sills and sun hoods
- (iii) Lights fittings, fire hose reels recesses, accessible pipes and fittings
- (iv) Waste paper and refuse bin areas
- (v) All areas and surfaces not specifically excluded from this contract.

Areas excluded from this contract are the electrical equipment rooms, server rooms, transformer rooms etc.

4.2 Under certain exceptional circumstances, on an ad hoc basis, the service provider may be required to clean certain areas which are outside the Legislature precinct but that may be required for use by the Legislature.



## 5. SPECIALISED EQUIPMENT

- (a) Computers, photographic equipment, photocopy machines, printing machinery facsimiles, PABX (switchboard) or electrical equipment must NOT be cleaned by the contract cleaners as cleaning may result in such equipment being damaged or defaced.
- (b) Rooms housing specialized equipment (e.g. server rooms) may only be cleaned when accompanied by and under the direct supervision of an official of the office concerned.

## 6. MATERIALS

No	DESCRIPTION
1.	<p><b>DISINFECTANTS</b></p> <p>Disinfectant liquid of the coal-tar type shall comply with SABS 47. Disinfectants containing stabilized chlorine shall comply with SABS 643. Detergent-disinfectants based on stabilized inorganic chlorine compound shall comply with SABS 1032. Disinfectants for use in automatic dispensers to toilets and urinals shall comply with CKS 459</p>
2.	<p><b>CLEANERS</b></p> <p>Ammoniated liquid detergent cleaners to comply with SABS 1225. Acidic lavatory bowl cleaner in powder or granule form shall comply with SABS 1256 and liquid cleaner for sanitary ware shall comply with SABS 1257. Dish washing liquid must be of an acceptable standard (SABS 825)</p>
3.	<p><b>Toilet Seat Wipes</b></p> <p>Refill toilet seat wipes dispensers in each cubicle of the ladies' toilets.</p>
4.	<p><b>Sanitary Towel Receptacles</b></p> <p>Receptacles must be attractive, compact as possible and constructed in such a manner that the interior of the receptacles cannot be seen when the lid is in the open position. The lid of the receptacle must be conveniently placed and when closed must completely seal the receptacle. The receptacle must contain deodorizing agents that will effectively prevent germs and odor. One such receptacle shall be provided in cubicle of the ladies' toilets, receptacles will need to be serviced forth nightly and as required.</p>
5.	<p><b>Paper Towels</b></p> <p>Single rolls, single ply perforated, white in accordance with CKS 614.</p>
6.	<p><b>Toilet papers</b></p> <p>Double ply perforated, white virgin paper, each roll 350 sheets and the sheet size of 100 mm x 110mm is required.</p>
7.	<p><b>Hand Soap Dispensers</b></p> <p>Liquid toilet soap in accordance with SABS specifications to be supplied to dispensers.</p>
8.	<p><b>Deodorant Blocks</b></p> <p>To be available in all urinal basins and comply with the SABS approved specification.</p>
9.	<p><b>Urinal sanitizer / dispenser</b></p> <p>To be mounted on the wall next to the urinal basin and comply with SABS approved specification.</p>
10.	<p><b>Floor Finishes</b></p> <p>Vinyl tiles, sheet vinyl and linoleum flooring, shall be cleaned with an approved water-based floor stripper complying with SABS 1224 and two coats of an approved polymer metalized floor sealer complying with SABS 1042 applied in accordance with the manufacturer's instructions. Tile, granite, terrazzo floors and glazed surfaces are to be cleaned with approved detergents complying with SABS 525.</p>
11.	<p><b>Air Fresheners</b></p> <p>Air freshener (aerosol) with anti-theft brackets in each toilet. 45 required and dispense in every 10 minutes.</p>

## 7. GENERAL REQUIREMENTS

### 7.1 Equipment Requirements

In addition to normal equipment provided by the cleaning Service Provider, the following must be provided:

- (a) **Vacuum Cleaners** – owned by the service provider.
- (b) **Carpet shampooers** – the service provider must be in position to shampoo carpets immediately on request, with suitable equipment that will remove all excess water from carpets.
- (c) **Squeegees** - must be used, as opposed to mopes, for cleaning of floors.
- (d) **Extension cords** - necessary for the performance of cleaning service.
- (e) **Polishers** - must be padded, to avoid damage to skirting boards.

### 7.2 Refuse/Garbage bags

Refuse or garbage bags of a quality acceptable to the Client must be provided to remove waste from waste bins in offices to the trolley bins.

### 7.3 Dusting of window sills

Utmost care must be taken when dusting windowsills, to avoid damage to blinds.

### 7.4 Installation of dispensers

Utmost care must be taken when installing and removing dispensers, to avoid damage to tiles on walls.

### 7.5 Board/Committee rooms

These venues are always to be kept clean and not only just prior to and after meetings and the frequency of meetings to be done in consultation with the relevant unit.

### 7.6 Washing of cups/saucers etc.

Cups/saucers etc. to be collected from central identified points on each floor twice a day (morning/afternoons) to be washed and returned to the same point.

### 7.7 Support logistics arrangements for boardroom bookings

Provide logistic support to the Legislature on refreshments, water, tea and coffee prior to meetings as and when required.

## 8. SCOPE

The following areas must be cleaned as indicated:

No.	DESCRIPTION:	STANDARD METHOD:	FREQUENCY:
1.	Power skirtings	Dust and damp wipe	Weekly
2.	Radiators	Dust	Twice weekly
		Damp wipe	Weekly
3.	Railings	Dust and damp wipe	Daily
4.	Refrigerators	Damp wipe top	Twice weekly
		Damp wipe doors & sides	Weekly
		Remove contents & damp wipe shelves	Weekly
		Defrost and clean shelves and inside surfaces	Once monthly
5.	Rubbish bins	Empty and damp wipe	Daily
		Remove stains and disinfect	Daily
6.	Screens	Vacuum	Monthly
		Shampoo	As required
7.	Shelves	Dust those that are empty	Weekly
		Damp wipe when shelves are cleared	As required
8.	Shower	Remove fats and grease from walls, door and floor using hard surface cleaner	Daily
9.	Sinks	Wet wipe	As necessary
10.	Skirting	Dust	Twice weekly
		Damp wipe	Weekly
11.	Stairs	Sweep, dust, mop or vacuum treads	Daily
12.	Mirrors	In washrooms – wet wipe and dry	Daily or as necessary
		Ornamental – use glass cleaner	Weekly
13.	Ornaments	Dust and damp wipe	Twice weekly
14.	Partitions	Spot clean	As necessary
		Wet wipes washable surfaces	Twice annually
		Clean glass with glass cleaner	Monthly
15.	Paving (Smoking Area)	Remove litter	Daily
		Remove dust by sweeping	Weekly
16.	Pictures	Dust frames	Weekly
		Damp wipe frames	Weekly
		Clean glass with glass cleaner	Monthly
17.	Pipes	Dust	Weekly
		Damp wipe	Monthly
18.	Plugs	Damp wipe	Weekly
19.	Kitchens	Wash dishes	Daily
		Crockery and cutlery washed, dried and stored	Daily
		Floors and work surfaces damp mopped / wet wiped and dried	Daily
		Wall and cupboard doors wet wipe and dried	Twice weekly
		Cupboard storage cleared, wet wiped and disinfected	Monthly
20.	Lamps	Dusted	Daily
		Damp wiped	Weekly
21.	Lavatories	Ensure usability and replenish consumables	3 or more times daily (maximum 5 times)
		Remove soilage from bowl and under flush rim with hard surface cleaner and a brush	Daily or as Necessary
		Remove mineral deposits	Monthly
		Wet wash seat and lid, cistern and pipes, etc.	Daily or as necessary
		Disinfect all components	Daily

No.	DESCRIPTION:	STANDARD METHOD:	FREQUENCY:
		Wet wipe doors and walls	Twice weekly or as necessary
22.	Lifts	Sweep, damp mop or vacuum as appropriate for floor type	Daily
		Remove marks from doors and control panes	Daily
		Damp wipe walls	Weekly
23.	Lights	Dust	Monthly
		Damp wipe	Twice annually
24.	Light switch	Damp wipe	Weekly
25.	Hard Floors	<b>(Ceramic, marble, porcelain, granite, brick, concrete etc.)</b>	
		<b>High traffic:</b>	
		Remove dust with mop or disposable cloth sweeper	Daily
		Damp mop for soilage	As necessary
		Spray clean using merchandised system	Weekly
		Machine scrub and dry	As necessary
		<b>Low traffic:</b>	
		Remove dust with mop or disposable dust sweeper	Daily
		Damp mop for soilage	As necessary
		Spray clean using a merchandised system	Weekly
26.	Furniture	Natural / unsealed wood	
		- Dust	Daily
		- polish	Twice daily
		Seal wood / glass/formica chrome /steel /plastics	
		- dust	Daily
		- polish	Weekly
27.	Heaters	Dust and damp wipe	Weekly
28.	Doors	Remove finger-marks on glass and push plates	Daily
		Dust or damp wipe	Weekly
		Damp wipe door handles	Weekly
29.	Electronic / Electric equipment	Dust	Daily
		Damp wipe	Weekly
30.	Fire escapes	Treads -sweep	Weekly
		Hand rails – damp wipe	Weekly
31.	Floors resilient (vinyl, PVC, linoleum, sealed wood, etc.)	<b>High Traffic:</b>	
		Remove dust with mop or disposable cloth sweeper	Daily
		Damp mop for soilage	As necessary
		Spray clean or burnish using a merchandised system	3 times weekly
		Light scrub and apply maintenance coat	As necessary
		Strip clean and reseal	As required
		<b>Low Traffic:</b>	
		Remove dust with mop or disposable cloth sweeper	Daily
		Damp mop for soilage	As necessary
		Spray clean or burnish using a merchandised system	Weekly
		Light scrub and apply maintenance coat	As necessary
		Strip clean and reseal	As required
32.	Windows	Clean interior and exterior faces of all accessible windows	Once monthly
33.	Walls	Dust or damp wipe	As required
34.	<p>(a) Maintaining and cleaning of the Legislature Administration building and 245 Langalibalele Street (the Legislature precincts which will include the Speaker's Cottage, Senate Building, Chamber Building, Green's Chambers, Nathan's Chambers, the Credit Indemnity Building and the Law Society building; namely 16 &amp; 17 Change Lane) every week from Monday to Friday and shall also include:</p> <p>(i) Floor cleaning;</p> <p>(ii) Ablution cleaning;</p>		

No.	DESCRIPTION:	STANDARD METHOD:	FREQUENCY:
	(iii) Kitchen cleaning; (iv) Hard and resilient floor cleaning; and (v) Vacuum and steam cleaning of carpets  (b) Providing guidance on the optimum use of equipment and materials; (c) Deep cleaning of both the Legislature buildings once per month. The deep cleaning will involve cleaning of all offices in all Legislature buildings as follows:	(i) Deep cleaning of all carpeted offices; (ii) Hard and resilient floor cleaning; (iii) Vacuum and steam cleaning of carpet tiles; (iv) Ablution cleaning; and (v) All windows, inside and outside both buildings	
	NOTE: The service provider will use its own equipment and materials in performing deep cleaning services.		

## 9. MACHINERY AND MANNING REQUIREMENTS

The company must itemize the machinery or other equipment that their company will utilize at the LEGISLATURE to successfully execute the contract. The Legislature requires 22 cleaning staff for the execution of the contract, 6 of which must be males.

## 10. CLEANING MATERIALS

- (a.) The company must complete the cost breakdown for cleaning materials that their company will utilize at the LEGISLATURE to successfully execute the contract.
- (b.) The bidder must provide all cleaning materials and chemicals required to execute the contract. Legislature will not provide any cleaning material.

## 11. COST BREAKDOWN FOR CLEANING SERVICE

11.1 The scope of the contract is as per the specification and other documents making up the bid.

11.2 Bidders must include costing for machinery and manning requirements and cleaning materials. (Please attach a separate page if space below is insufficient)

## 12. STAFFING REQUIREMENT

Cleaning personnel must commence work daily by arrangement between 07:00 to 16:00. Cleaning and hygiene staff required:

- (a.) Supervisors      **02**
- (b.) Cleaners          **20**

### 13. BID PRICING FOR CLEANING SERVICE

Bid prices must be firm for the period of thirty-six (36) months and must include VAT. It is required that the bidder clearly detail the monthly price (inclusive of VAT) by submitting a breakdown of the cost structure of the bid price in South African monetary value.

Bidders are reminded that the following aspects must be taken into consideration when costing this bid:

- (a.) Wages (Based on the minimum wage for cleaners in the Contract Cleaning Industry. Please include Registration Certificate with the Bargaining Council for the Contract Cleaning Industry)
- (b.) Compensation for Occupational Injuries and Diseases (COID) previously known as Workmen's Compensation
- (c.) UIF
- (d.) Provident Fund
- (e.) Bargaining Council Levy
- (f.) Severance Pay
- (g.) Maternity Leave
- (h.) Holiday Pay
- (i.) Uniforms
- (j.) Training
- (k.) Profit
- (l.) Material/equipment
- (m.) Insurance

<b><u>PRICE BREAKDOWN</u></b>	<b><u>CLEANERS</u></b>	<b><u>SUPERVISOR</u></b>
Basic salary per cleaner	R	R
Leave pay	R	R
Sick leave	R	R
UIF	R	R
Public Holiday	R	R
Levy Workmen compensation	R	R
COIDA	R	R
Skills development levy	R	R
Total cost	R	R

**The tendered rates must be firm and inclusive of VAT. Only statutory price adjustments will be considered during the duration of the contract.**

**SECTION B:****A. HYGIENE SERVICES**

As part of this bid, the service provider is also required to render hygiene services and the supply of consumables.

No.	No. of units:	Description:
1.	41	Sani bin service (monthly)
2.	35	Seat wipe re-fills (monthly)
3.	15	Sani fluid re-fills
4.	80	Hygiene Deep Clean
5.	87	Hygiene Deep Clean

**B. SCOPE OF WORK**

Clean the toilet bowls, seats, urinals, walls and mirrors using relevant sanitizers and disinfectants twice a day.

Conduct regular spot check in all ablution areas. Empty hand-towel bins daily. The service provider shall be responsible for the maintenance of the hygiene equipment. The service provider shall ensure that defective equipment will either be replaced or repaired within 72 hours from the time that such defective equipment is reported by the Legislature and/or by its staff members.

**C. FORTNIGHTLY CHEMICAL DEEP CLEAN OF ALL BASINS, TOILETS, AND URINALS AS FOLLOWS:****(1) Toilets**

- (a.) Descale and remove all uric acid encrustations and other deposits from the bowl, under the flush rim and down the bend.
- (b.) Clean and disinfect all surfaces i.e. seats, seat hinges, cover and cistern handle.
- (c.) Wash walls and floor in immediate area.
- (d.) Empty and chemically treat sanitary bins in female toilets.

**(2) Urinals**

- (a.) Descale and remove all uric acid encrustations and other deposits from fitment.
- (b.) Remove the grating, clear away all waste matter around the trap, clean and disinfect.
- (c.) Wash walls and floor in immediate area.

**(3) Washbasins and Sinks**

- (a.) Clean and disinfect internal and external surfaces.
- (b.) Clean out deposits and clear overflows and waste pipes of waste deposits.
- (c.) Clean and disinfect all taps, plugs and plug chains and outlets.
- (d.) Wash walls and floor in immediate area.

**D. NUMBER OF TOILETS**

<b>FEMALE</b>	<b>MALE</b>
30 x toilet cubicle	31 x toilet cubicle 20 x urinals

***Service provider to service and maintain the supply of consumables for the following:***

- |  |     |
|--|-----|
| 1. Paper towel dispenser, to be filled with roller towels          | ±30 |
| 2. Empty bins for depositing of soiled paper towels (wall mounted) | ±30 |
| 3. Automatic air freshener dispensers with timer                   | 45  |
| 4. Sanitary towel bins   | 33  |
| 5. Plastic bags for the disposal of soiled sanitary towels         | 33  |
| 6. Seat wipe dispensers & refills                                  | ±62 |
| 7. Toilet Soap Dispenser   | ±48 |
| 8. Lockable Toilet Roll Holder                                     | ±62 |
| 9. Urinal Sanitiser Dispensers (to be serviced monthly)            | 20  |

**E. BID PRICING FOR CLEANING HYGIENE SERVICE**

Bid prices must be firm for the period of thirty-six (36) months and must include VAT. It is required that the bidder clearly detail the monthly price (inclusive of VAT) by submitting a breakdown of the cost structure of the bid price in South African monetary value.

**F. MINIMUM REQUIREMENTS**

The proposal should include the following, properly indexed: -

- (a.) Proof of registration with Workmen's Compensation & UIF.
- (b.) Proof of public liability (Certified copy by insurance company/ letter of Intent from the Insurance company)
- (c.) The successful bidders must be registered with the relevant statutory body i.e. Bargaining Council for Cleaners. The bid document must be accompanied by certified copies of certificates / proof of registration with the Council.
- (d.) A detailed budget breakdown of cleaning material, equipment, staffing and overheads. Only firm prices will be accepted. The pricing must be fixed for the duration of the projects. Price adjustment will only be acceptable only if there's CPI increase.
- (e.) Company profile with contact details and addresses and clearly specify the main business area. The HR policy must also be included in the company profile.
- (f.) Detailed list of current and completed contracts of the similar nature, value of contract, duration, the scope and size of client.



- (g.) **Attach proof of a registered, valid and compliant sanitary waste removal management company that will be contracted by the bidder to remove sanitary waste.**
- (h.) Directors of the bidding company/joint venture/consortium must attach copies of their ID documents to the bid.

## G. RETAINER

The service provider is expected to retain at least 20% of the current employees rendering the cleaning service for purposes of continuity.

## H. EVALUATION PROCESS

The Preferential Procurement Policy Framework Act, 2000 and Preferential Procurement Regulations, will apply in the evaluation and adjudication of this bid (80/10 preferential point system). The Legislature reserves the right not to accept any bid or part of bids as detailed above in **“SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS”** of the bid.

Bids will be evaluated and adjudicated as follows:

### Stage 1: Mandatory Requirements

**This stage assesses the bid response against eligibility criteria. Failure to comply with or satisfy all the mandatory requirements below will result in disqualification of the bid. Proof must be provided.**

<b>Bid Submission Requirements checklist</b>	<b>Comply</b>	<b>Not Comply</b>
COIDA (Letter of good standing) <i>The certificate/letter must be attached</i>		
Copy of UIF (Certificate of Compliance) <i>The certificate/letter must be attached</i>		
Copy of Insurance for Public Liability Cover from insurance brokers not less than R1 million <i>Letter must be attached</i>		

***NB: Bidder must include a safety file costing on their proposal. Bidders are not obligated to submit a safety file with proposals on the closing date. A recommended bidder will be required to submit a safety file prior to being awarded, failure will result in disqualification Failure to submit or to meet all the safety file requirement will lead to disqualification***

## Stage 1: FUNCTIONALITY

The Functional / Technical criterion that will be utilized to test the capability of service providers was set as follows: Technical / Functionality will be evaluated against the following detailed requirements:

Criteria				Points Allocated
Experience in providing cleaning services in public entity of the similar size as the KZN Legislature. (Attach at least three contactable references including letters . The reference letter must be in a <ul style="list-style-type: none"> <li>Referral company letter head.</li> </ul> Letter to stipulate the contract period	Execution of 5 or more comparative projects in a public entity events	5	5	25
	Execution of 3 or 4 comparative projects	3		
	Execution of 1 or 2 more comparative projects	1		
	No comparative projects	0		
Sound financial statement (not older than three months )	Proven healthy financial flow of funds	2	5	10
	Deficit or unhealthy signs of cash flow in the statement	0		
Demonstrate experience of the service provider – a detailed executive summary and company profile listing all services rendered, contract price and name of the institution serviced	+ 10 years	5	5	25
	7-9 years	4		
	5 – 6 years	3		
	4 years	2		
	2 – 3 years	1		
	Up to 1 year	0		
Methodology and plan to delivering as envisage deliverables of the Terms of Reference.	A complete, detailed and practical approach as well as the well presentable and understandable layout.	5	5	25
	A practical approach as well a presentable layout.	3		
	A very vague approach with no clear layout	0		

Compliance to standards	Demonstrate how the service provider would adhere to the applicable standards and legislation. E.g. Occupational health and safety act	3	5	15
	Partly Demonstrate how the service provider would adhere to the applicable standards and legislation. E.g. Occupation health and safety act	1		
	Failure to demonstrate how the service provider would adhere to the applicable standards and legislation. E.g. Occupational, health and safety act	0		

All bidders who score 80% or more will be considered for Price and BBBEE evaluation.

### **Stage 3 : Price and BBBEE**

Thereafter the qualifying bids will move to stage 3 (Price and BBBEE) be evaluated in terms of the 80/20 preference point system in respect of allocation of price and preference points. The bidder must ensure that a valid B-BBEE Status Level Scorecard is attached.

**TENDER PRICE****Year 1**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price Excluding VAT</b>	<b>Total Monthly price Excluding VAT</b>	<b>Total price Excluding VAT for 12 months</b>
<b><i>Hygiene services and the supply of consumables</i></b>				
Sani bin service (Monthly)	41			
Seat wipe re-fills (Monthly)	35			
Sani fluid re-fills (Daily)	15			
Hygiene Deep Clean (Quarterly)	80			
Hygiene Deep Clean (Quarterly)	87			
<b><i>Consumables to be service and maintained</i></b>				
Paper towel dispenser, to be filled with roller towels (Daily)	±30 Daily			
Empty bins for depositing of soiled paper towels (wall mounted) (Daily)	±30 Daily			
Automatic air freshener dispensers with timer (Daily)	45 Daily			
Sanitary towel bins (Daily)	33 Daily			
Plastic bags for the disposal of soiled sanitary towels (Daily)	33 Daily			
Seat wipe dispensers & refills (Daily)	±62 Daily			
Toilet Soap Dispenser (Daily)	±48 Daily			
Lockable Toilet Roll Holder (Daily)	±62 Daily			
Urinal Sanitiser Dispensers (Daily)	20 monthly			
2ply toilet papers (Monthly)	122			
Female Toilets (Daily)	30 x toilet cubicle			
Male Toilets (Daily)	31 x toilet cubicle			
	20 x urinals			
Cleaners (Daily)	20			
Supervisor (Daily)	02			
Safety File				
<b>Total Price Excluding VAT</b>				
<b>VAT</b>				
<b>Total Price Including VAT</b>				

## Year 2

Description	Quantity	Unit Price Excluding VAT	Total Monthly price Excluding VAT	Total price Excluding VAT for 12 months
<b><i>Hygiene services and the supply of consumables</i></b>				
Sani bin service (Monthly)	41			
Seat wipe re-fills (Monthly)	35			
Sani fluid re-fills (Daily)	15			
Hygiene Deep Clean (Quarterly)	80			
Hygiene Deep Clean (Quarterly)	87			
<b><i>Consumables to be service and maintained</i></b>				
Paper towel dispenser, to be filled with roller towels (Daily)	±30 Daily			
Empty bins for depositing of soiled paper towels (wall mounted) (Daily)	±30 Daily			
Automatic air freshener dispensers with timer (Daily)	45 Daily			
Sanitary towel bins (Daily)	33 Daily			
Plastic bags for the disposal of soiled sanitary towels (Daily)	33 Daily			
Seat wipe dispensers & refills (Daily)	±62 Daily			
Toilet Soap Dispenser (Daily)	±48 Daily			
Lockable Toilet Roll Holder (Daily)	±62 Daily			
Urinal Sanitiser Dispensers (Daily)	20 monthly			
2ply toilet papers (Monthly)	122			
Female Toilets (Daily)	30 x toilet cubicle			
Male Toilets (Daily)	31 x toilet cubicle			
	20 x urinals			
Cleaners (Daily)	20			
Supervisor (Daily)	02			
<b>Total Price Excluding VAT</b>				
<b>VAT</b>				
<b>Total Price Including VAT</b>				

## Year 3

Description	Quantity	Unit Price Excluding VAT	Total Monthly price Excluding VAT	Total price Excluding VAT for 12 months
<b><i>Hygiene services and the supply of consumables</i></b>				
Sani bin service (Monthly)	41			
Seat wipe re-fills (Monthly)	35			
Sani fluid re-fills (Daily)	15			
Hygiene Deep Clean (Quarterly)	80			
Hygiene Deep Clean (Quarterly)	87			
<b><i>Consumables to be service and maintained</i></b>				
Paper towel dispenser, to be filled with roller towels (Daily)	±30 Daily			
Empty bins for depositing of soiled paper towels (wall mounted) (Daily)	±30 Daily			
Automatic air freshener dispensers with timer (Daily)	45 Daily			
Sanitary towel bins (Daily)	33 Daily			
Plastic bags for the disposal of soiled sanitary towels (Daily)	33 Daily			
Seat wipe dispensers & refills (Daily)	±62 Daily			
Toilet Soap Dispenser (Daily)	±48 Daily			
Lockable Toilet Roll Holder (Daily)	±62 Daily			
Urinal Sanitiser Dispensers (Daily)	20 monthly			
2ply toilet papers (Monthly)	122			
Female Toilets (Daily)	30 x toilet cubicle			
Male Toilets (Daily)	31 x toilet cubicle			
	20 x urinals			
Cleaners (Daily)	20			
Supervisor (Daily)	02			
<b>Total Price Excluding VAT</b>				
<b>VAT</b>				
<b>Total Price Including VAT</b>				

Bidders are required to complete the below table A to ensure that all industry requirement are quoted for.

<u>PRICE BREAKDOWN</u>	<u>UNIT PRICE PER</u> <u>CLEANER</u>	<u>UNIT PRICE PER</u> <u>SUPERVISOR</u>
Basic salary per cleaner	R	R
Leave pay	R	R
Sick leave	R	R
UIF	R	R
Public Holiday	R	R
Levy Workmen compensation	R	R
COIDA	R	R
Skills development levy	R	R
<b>Total cost</b>	<b>R</b>	<b>R</b>

**CONSOLIDATED PRICE FOR A PERIOD OF THREE YEARS**

	First Year Price Exclude VAT	Second year Price Exclude VAT	Third Year Price Exclude VAT
Total bid price	R	R	R
VAT	R	R	R
Total cost including VAT	R	R	R
<b>Total bid price including vat and escalations for three (3) year</b>			<b>R</b>

**Important Notes to be considered**

- 1. Bidder must include a safety file costing on their proposal. Bidders are not obligated to submit a safety file with proposals on the closing date. A recommended bidder will be required to submit a safety file prior to being awarded, failure will result in disqualification Failure to submit or to meet all the safety file requirement will lead to disqualification.**
- 2. The pricing for consumable will vary during the contract period based on the usage.**
- 3. The prices will be deemed as firms for the first year, and subject to statutory price increases (only applicable to human resources).**

**GENERAL CONDITIONS OF CONTRACT****THE NATIONAL TREASURY****Republic of South Africa**

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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT  
July 2010****NOTES**

The purpose of this document is to:

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

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

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



**GENERAL CONDITIONS OF CONTRACT  
TABLE OF CLAUSES**

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