



## REQUEST FOR QUOTATION (RFQ)

**To** Service providers.

**From:** Supply Chain Management

**Tel. no.:** 011 544-1000

**Reference:** RFQ/KZN/2024/107

**Subject:** THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF THE CLEANING SERVICES IN KZN OFFICE FOR THE PERIOD OF TWO (2) YEARS.

All quotation (s) **MUST** be delivered to:

**Housing Development Agency**

**4 Kikuyu Road**

**Sunninghill**

**2157**

Closing Date for quotes: **09 September 2024**

Closing Time: **11h00**

**NB.**

**Compulsory site Briefing**

**Date: 03 September 2024**

**Time: 11h00**

**Address: 27 Jan Hofmeyer Road,**

**Westville,**

**Durban**

**4001**

Quotation(s) must be addressed to THE SCM Department HEAD OFFICE before the closing date and time shown above.

**SUPPLIER TO NOTE:**

A) ALL QUOTATIONS MUST ONLY BE SUBMITTED TO THE ADDRESS PROVIDED ABOVE

B) THE HDA CONDITIONS OF PURCHASE WILL APPLY

C) LATE / INCOMPLETE PROPOSALS WILL NOT BE CONSIDERED

<b>BILL OF SERVICE QUANTITIES: Cleaning services (HDA – KZN Office)</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate/Month Year</b>	<b>Total Bid Price</b>
1.	Provide one (1) cleaner who is a South African citizen (Refer to scope of service in this document)	Years	1		
2.	Monthly consumables (Refer to scope of service in this documents)	Months	24		
3.	Equipment and machinery (Refer to scope of services in this document)	Years	2		
4.	Fumigate and treat insects/cockroaches with relevant paste and chemicals (Conduct service every three months)	Months	8		
5.	Deep cleaning of carpets, tiled areas, and kitchen sinks. (Conduct service every three months)	Months	8		
6.	Clean windows inside and outside (Conduct service every three months)	Months	8		
7.	Maintenance and care thereof equipment (Refer to scope of service in this documents)	Years	2		
	<b>TOTAL – (excl. VAT)</b>				
	<b>VAT</b>				
	<b>Total Bid Price including VAT</b>				

**EVALUATION CRITERIA**

The evaluation of proposals is to determine whether the Bidder is capable of delivering the Goods/Services and works. Bidders will be evaluated according to the following Evaluation Criteria:

***Stage1- Adherence to Compliance checklist requirements,***

***Stage 2= Functionality, Bidder to meet a specific threshold to proceed to final stage (see attached TOR)***

***stage3: Price and Specific Goals***

Evaluation criteria	Weighting
Specific Goals	20
Price	80
<b>TOTAL</b>	<b>100</b>

**Price Evaluation:** The evaluation for price will be done based on the following formula:

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

Where

*P<sub>s</sub>* = Points scored for price of tender under consideration

*P<sub>t</sub>* = Rand value of offer tender consideration

*P<sub>min</sub>* = Rand value of lowest acceptable tender

**Specific Goals Evaluation:** A bidder must submit proof or documentation to claim points for specific goals. A bidder failing to submit proof or documentation to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed. The bidder may not be disqualified but will score 0 points out of 20 for specific goals.

The Specific Goals allocated points in terms of this tender	Number of Points	Proof / Documentation required to Claim Points for Specific Goals
<b>Size of Company (Maximum points = 7 points)</b>		
• EME	7	CSD and Sworn Affidavit
• QSE	5	CSD and Sworn Affidavit
• GE or others	3	Letter from Auditors or Authorised person confirming annual turn over
<b>Black Women Owned (Maximum points = 5 points)</b>		
75% - 100%	5	CSD and Sworn Affidavit
51% - 74.99 -	3	CSD and Sworn Affidavit
Below 51%	1	CSD and Sworn Affidavit
<b>Historically Disadvantaged South Africans* (maximum Points 2)</b>	2	CSD
<b>Youth (Maximum points 3)</b>	3	CSD and Sworn Affidavit
<b>Disabled People</b>	3	CSD and Sworn Affidavit

**\*Historically disadvantaged South Africans refers to any person, category of persons, or communities disadvantaged by unfair discrimination before the constitution of the Republic of SA, 1993 (ACT No. 2000 of 1993 come into operations.**

**DELIVERY PERIOD:** Suppliers are requested to offer their earliest delivery period possible.

Delivery will be effected within ..... working days from date of order. (To be completed by Service provider)

**REQUEST FOR QUOTATION**

**VALIDITY PERIOD:** THE HDA desires a validity period up to **90 days** against this Proposal. It should be noted that suppliers may offer an earlier validity period, but that their quotation may in that event, be disregarded for this reason.

This Proposal is valid until ..... (To be completed by Supplier)

YOUR REFERENCE: .....

**PAYMENT:**

Payment will be made upon completion of the works within 30 days from date of receipt of a correct tax invoice.

**NB: Compliance Checklist Requirements for all Services/Goods and works.**

**If a service provider doesn't submit the following documents the Proposal will be disqualified automatically:**

No.	Description of requirement	
<b>Standard returnable document</b>		
a)	This RFQ document and your company proposal with comprehensive methodology as per the specified conditions.	
b)	Valid Unemployment Insurance Fund (UIF) proof of registration, public liability insurance and other relevant insurances.	
c)	NCCA (National Contract Cleaners Association membership certificate.	
d)	Letter of Good Standing: Compensation for Occupational Injuries & Diseases Act (COIDA)	
e)	Price Breakdown quotation on service provider's letter head document.	
<p><b><u>Non-Standard Returnable Documents</u> (If the bidder does not submit the following documents, the bid will be considered non-compliant, and these documents must be made available should an award be made).</b></p>		

No.	Description of requirement	
f)	Valid original Tax clearance certificate, and any other relevant related certificates (certified copies).	
g)	Specific Goals (as per SBD 6.1)	
h)	CSD supplier registration number <i>(should a service provider not registered on CSD, will be afforded 14 days after the closing date to register accordingly)</i>	

**NOTE:**

Non-submission of information which will be scored on **functionality** will lose points on functionality (**where applicable**)

A bidder failing to submit proof or documentation to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed. The bidder may not be disqualified but will score 0 points out of 20 for specific goals.

e-mail:		
	<b>Contact:</b>	
	<b>Signature:</b>	

## **Annexure A GOVERNMENT PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics,



quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillaries 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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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



## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

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

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

## **28. 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.

General Conditions of Contract (revised February 2008)

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
<b>BID NUMBER:</b>	RFQ/KZN/2024/107	<b>CLOSING DATE:</b>	09 SEPTEMBER 2024	<b>CLOSING TIME:</b>	11H00
<b>DESCRIPTION</b>	THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF THE CLEANING SERVICES IN KZN OFFICE FOR THE PERIOD OF TWO (2) YEARS.				
<b>BID RESPONSE DOCUMENTS MAY BE DELIVERED TO:</b>					
<b>Housing Development Agency</b>					
<b>4 Kikuyu Road</b>					
<b>Sunninghill</b>					
<b>2157</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Njabulo Hlongwane		CONTACT PERSON		
TELEPHONE NUMBER	011 544 1000		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Njabulo.Hlongwane@thehda.co.za">Njabulo.Hlongwane@thehda.co.za</a>		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

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**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

**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:

.....

SBD4

## 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 interest<sup>1</sup> 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

---

<sup>1</sup> 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.

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

<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.



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

**SBD 6.1**  
**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
 PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>Specific Goals</b>	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration



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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Size of Company (7)</b>		
• EME	7	
• QSE	5	
• GE	3	
<b>Black women(5)</b>		
75% - 100%	5	
51% - 74.99%	3	
Below 51%	1	
<b>Youth</b>	3	
<b>HDSA</b>	2	
<b>Disabled</b>	3	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name \_\_\_\_\_ of company/firm.....

4.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number: \_\_\_\_\_

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company

- (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

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

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

## **1. INTRODUCTION**

The Housing Development Agency (HDA) is a national public development agency which promotes sustainable communities by making well located and appropriately planned land available for the development of human settlement. As its primary activity, the HDA identifies, acquires, holds, develops, and releases state, private and communal land for human settlements. As part of its processes, the HDA conducts property holding plans in order to identify and implement services and maintenance requirements to ensure the sustainability, security, and prevention of invasions on the properties in possession.

## **2. BACKGROUND INFORMATION**

The HDA seeks to appoint an experienced and reputable service provider to provide a cleaning service for a period of two (2) years. The building is located at 27 Jan Hofmeyer Road, Westville, Durban precinct within the jurisdiction of eThekweni Metropolitan Municipality which is commonly known as “Thynk Box”. The building floor is approximately 428 square meters, its comprising of offices, open plan, boardroom, common area, as well as elevator.

The HDA Land Holding unit has started preparing the building for occupation by commercial businesses. One of the tasks identified to make the building occupancy compliant is to appoint a service provider with suitable expertise and experience to render cleaning, hygiene and pest control services.

## **3. SCOPE OF WORK AND AREAS OF FOCUS**

This is to provide cleaning services of high standards using environmentally friendly cleaning products and supplies, for space of approximately 428 square meters (m<sup>2</sup>) that covers 7 offices, open plan, 1 main boardroom, 1 discussion room and 1 kitchen, canteen and reception. The successful bidder shall focus on the provision of professional cleaning services as per industry norms and standards.

### 3.1 SCOPE OF THE DESIRED SOLUTION

- 3.1.1 The HDA requires competent, experienced, and profession service providers to provide office cleaning services to the premises situated at 27 Jan Hofmeyer Road, Westville, Durban, 4001.
- 3.1.2 **Provide the KwaZulu Natal HDA office with 1 (One) cleaner** for a period of two (2) years, as per the following:
- Monday to Friday every week, from 07:30 am to 16:00 pm, with lunch and tea breaks included.
  - Weekends and public holidays will be arranged as and when there is a need.
  - The service provider is expected to perform cleaning services in a space approximately 428 square meters which is 80% carpeted by vacuuming, sweeping, dusting, furniture wiping, polishing, scrubbing, wall wiping, damp mopping and carpet wash for closed and open offices, board/meeting rooms, kitchens, reception/waiting areas, control rooms and storerooms.
  - The service provider is expected to dust light fittings, ceiling and air conditioning defuses/vents and monthly window washing on the inside and outside and carpet washing every three months, and other requirements as stipulated from time to time, related to the service.
- 3.1.3 Deep cleaning and fumigate treat insects and roaches with relevant paste and chemicals on a quarterly basis and when required. Chemicals used should not be harmful to humans.
- 3.1.4 Assist The HDA with the following, but not limited to



Table 1: Service Required

Service required	Twice a day	Monday to Friday	Monday And Thursday	Weekly	Monthly	Quarterly	When required
Keep offices clean		x					
Keep entrance areas and the reception clean		x					
Clean kitchen		x					
Wash cups, glasses, plates, cutlery		x					
Clean inside kitchen cupboards				x			
Empty dustbin	x						
Dust all furniture, windowsills, and equipment		x					
Vacuum office carpets and open space			x				
Clean windows inside and outside						x	
Clean main entrance foyer		x					
Clean carpets disinfecting the office furniture, dust everything		x					
Setting up for meeting							x
Deep cleaning of carpets, tiled areas, hand wash basins, showers, and kitchen sinks.						X By Service Provider	
Fumigate and treat insects/cockroaches with relevant paste and chemicals						X By Service Provider	
<b>Bathrooms</b>	<b>This service does not form part of the contract.</b>						

**Note:** The cleaning of common areas and bathroom does not form part of the contract.

- Supply hygiene equipment including replenishment of consumables, and maintenance and care thereof equipment.
- The HDA is expecting the service provider to have the following cleaning equipment to enable seamless service provision and maintain such at its own cost
  - I. 1 x Industrial vacuum cleaner
  - II. 2 x mops (to be replenished as and when required)
  - III. 2 x bucket trolley
  - IV. 2 x cleaning gloves (to be replace as and when required)
  - V. 1 x Window squeegee (to be replace as and when required)
  - VI. 2 x soft brooms (to be replaced as and when required)

- VII. 2 x feathers dusters (to be replaced as and when required)
- VIII. SABS approved office cleaning chemicals (5l Dish washer, 5l Thick bleach, 5l Polish, 5l Pine Jel, 5l cherry, 3 x Mr. Min and Plastic Bins and) (to be provided every month)

#### 4. SPECIFICATION OF THE WORKS REQUIRED

This specification covers the provision of a suitably qualified and experienced contractor for the cleaning services at the subject property.

The scope of works for this project shall entail the following activities:

##### a. GENERAL REQUIRMENT

- There will be a **compulsory site briefing meeting** for this project to be held **at the subject property, 27 Jan Hofmeyer Road, Westville, Durban**. Failure to attend the site meeting will result in the bidder not being able to provide an informed price proposal and as a result will be automatically disqualified.
- The supplier is required to quote on the following;
  - I. Cleaning services for 2 years.
    - The validity period for quotation/price must be for ninety (90) days. No price escalations will be affected during the works period of six months.
    - The prices to be in Rands (including VAT if charged) and to be structured total cost per contract term of works of your company.
    - Be fully responsible for all work performed by its personnel.
    - Be expected to provide and maintain a clean, healthy, and hygienic working environment.
    - All pest control to be done as per SANS 5859
    - Be expected to remove sanitary waste and trash and dispose of at an approved local municipal landfill site.

- Provide and execute everything necessary for the works in accordance with industry standards and norms in terms of the prevailing sectorial determination, and industry acceptable training levels, and any other relevant regulations.
  - The provision of all service provider's equipment, qualified, competent, and well-trained personnel, and supervision thereof, required for the servicing of the building.
- II. ensuring that its personnel is neatly clothed in uniforms with necessary protective equipment which shall include but not limited to headgear, steel toe safety shoes, safety goggles and hand gloves.
- III. compliance with the provisions of the Compensation of Injury and Disease Act (COIDA) and Basic Conditions of Employment Act (BCEA).

#### **b. EXPECTED DELIVERABLES**

Service Provider shall:

- Be fully responsible for all work and services performed by its personnel.
- Be expected to provide and maintain a clean, healthy, and hygienic working environment and leave the premises in the same condition it was found.
- The service provider is expected to ensure that additional resources/capacity, therefore extra cleaners are made available to augment employee absenteeism caused by any form of leave.
- Ensure its supervisor report to the HDA of any defect in and to area concerned e.g., damage to property etc.
- Service provider is required to provide all labour, equipment, personal protective equipment (PPE), and supervisor/s thereof who are experienced in the cleaning, hygiene and pest control services.
- Prepare and submission of a detailed invoice for verification and approval by the HDA. All quantities in the BOQ will be verified upon

completion of works in order to quantify the invoice. The invoice will be paid subject to receipt of the confirmation on completion of works by the HDA.

- Maintain a register for incidents, near misses risks and other incidents that may be of nuisance to the HDA.
- Ensure provision of all service providers' equipment such as vacuum, brooms, dust dusters etc., qualified, competent, and well-trained labours, and supervision thereof, required for this works.

**c. BOQ – The provision of cleaning, hygiene and pest control services**

**Note:**

- All costs must be included on the Bid Price and must be fixed for a period of 2 years, including transportation of cleaning material, equipment, subsistence, and all taxes where applicable, etc.
- The total Bid Price must be inclusive of salary increases which may be incurred during the contract and must be VAT inclusive and should be quoted in South African currency (i.e. Rands).
- Detailed costing implications to be provided by the service provider in its letter head to substantiate the Pricing Schedule as per scope of work and must also refer to the proposed implementation plan.
- Important: If there are any exclusions or added services, those must be clearly indicated.
- No upfront payment will be made to the successful bidder by the HDA. Payment will only be made in accordance with the payment schedule which will be outlined in the Service Level Agreement after the service has been delivered.

## 5. EVALUATION PROCESS

Interested bidders for this project shall be evaluated in terms for their administrative responsiveness, substantive responsiveness, and preference points. The evaluation committee shall use the following Evaluation Criteria depicted in table 2 below for the selection of the preferred bidder that shall render the required works or services.

<b>EVALUATION PROCESS</b>	
<b>Stage 1</b>	
	Administrative Responsiveness
	Substantive responsiveness (mandatory)
<b>Stage 2</b>	Technical Evaluation (Bidders must score a minimum of 70 points to pass this stage.)
<b>Stage 3</b>	
<b>Preference Points</b>	
Price	80
Specific Goals	20
<b>TOTAL</b>	<b>100</b>

Table 2 – evaluation process

### a. STAGE 1 – Administrative Compliance

If a service provider doesn't submit the following documents the Proposal will be disqualified automatically:

No.	Description of requirement	
<b>Standard returnable document</b>		
a)	This RFQ document and your company proposal with comprehensive methodology as per the specified conditions.	
b)	Valid Unemployment Insurance Fund (UIF) proof of registration, public liability insurance and other relevant insurances.	
c)	NCCA (National Contract Cleaners Association membership certificate.	
d)	Letter of Good Standing: Compensation for Occupational Injuries & Diseases Act (COIDA)	
e)	Price Breakdown quotation on service provider's letter head document.	
<b><u>Non-Standard Returnable Documents</u> (If the bidder does not submit the following documents, the bid will be considered non-compliant, and these documents must be made available should an award be made).</b>		
f)	Valid original Tax clearance certificate, and any other relevant related certificates (certified copies).	
g)	Specific Goals (as per SBD 6.1)	
h)	CSD supplier registration number ( <i>should a service provider not registered on CSD, will be afforded 14 days after the closing date to register accordingly</i> )	

Table 3 – Administrative Compliance

CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
<b>Company profile (Attach Organogram )</b>	Cleaning company profile(s) to be submitted (in case of a joint Venture, all companies must submit separate profiles) indicating the Lead Company. <ul style="list-style-type: none"> <li>• No company profile – <b>0 points</b></li> <li>• Profile related to cleaning services – <b>10 points</b></li> </ul>	<b>10</b>
<b>Company profile (Attach Organogram)</b>	Cleaning company profile(s) to be submitted (in case of a joint Venture, all companies must submit separate profiles) indicating the Lead Company. <ul style="list-style-type: none"> <li>• No company profile – <b>0 points</b></li> <li>• Profile related to cleaning services – <b>5 points</b></li> <li>• Profile related to cleaning services with company's organogram – <b>10 points</b></li> </ul> 1. Attach signed letters of appointment or purchase order. 2. Attach signed letters of reference. 3. Number of years in the cleaning services.	<b>10</b>
<b>Company Experience</b>	Scope related work and experience ( <b>testimonials/reference letters not older than 5(five) years</b> ). <ul style="list-style-type: none"> <li>• 0-letter = <b>0 points</b></li> <li>• 1-letters = <b>5 points</b></li> <li>• 2- 3 -letters = <b>10 points</b></li> <li>• 4 – 5 Letters = <b>15 points</b></li> <li>• More than 5 Letters = <b>20 points</b></li> </ul>	<b>20</b>
<b>Competent Staff</b>	<ul style="list-style-type: none"> <li>• The supervisor should have a minimum of grade 12 qualification, supervisory cleaning competency certificate with accredited institution – <b>10 points</b></li> <li>• Supervisor should have a minimum of two (2) years in cleaning supervisory experience. – <b>10 points</b></li> <li>• Cleaning staff must have at least six (6) months in cleaning services. – <b>10 points</b></li> </ul>	<b>30</b>
<b>Equipment and consumables</b>	(CV's of the Site supervisor and the cleaning staff must be attached to the technical proposal as proof. <b>Failure to attach copies, the bidder will forfeit points in this category</b> )	<b>10</b>

CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
	<ul style="list-style-type: none"> <li>• Service provider should provide list of cleaning and hygiene equipment to be utilise during service provision. <b>(5 points)</b></li> <li>• Sample of cleaning consumables that are SABS approved to be attached in a pictures format. <b>(5 points)</b></li> </ul>	
<b>Work Plan</b>	<ul style="list-style-type: none"> <li>• Detailed project plan indicating daily duties with time frames, weekly, monthly and quarterly duties and order of preferences and contingency measures. – <b>10 points</b></li> <li>• Detailed Health and safety plan indication the OHSA compliance in office working environment. – <b>10 points</b></li> </ul>	<b>20</b>

### b. STAGE 3 - PRICING AND SPECIFIC GOALS

The following formula shall be used by the Evaluation Committee to score potential bidders on pricing:

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

Where:

$P_s$  = Points scored for the price of tender under consideration;

$P_t$  = Rand value of the tender under consideration;

$P_{min}$  = Rand value of the lowest acceptable tender.

The minimum qualifying criteria for pricing is 80 points as per the standard Evaluation Criteria presented in table 2 above.

**Specific Goals** component of the evaluation process is weighted at 20 points in table 2 of the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the points claimed for specific goals presented in the SBD 6.1 issued with the tender.



The Specific Goals allocated points in terms of this tender	Number of Points	Proof / Documentation required to Claim Points for Specific Goals
<b><i>Size of Company (Maximum points = 7 points)</i></b>		
• EME	7	CSD and Sworn Affidavit
• QSE	5	CSD and Sworn Affidavit
• GE or others	3	Letter from Auditors or Authorised person confirming annual turn over
<b><i>Black Women Owned (Maximum points = 5 points)</i></b>		
75% - 100%	5	CSD and Sworn Affidavit
51% - 74.99 -	3	CSD and Sworn Affidavit
Below 51%	1	CSD and Sworn Affidavit
<b><i>Historically Disadvantaged South Africans* (maximum Points 2)</i></b>	<b>2</b>	CSD
<b><i>Youth (Maximum points 3)</i></b>	3	CSD and Sworn Affidavit
<b><i>Disabled People</i></b>	3	CSD and Sworn Affidavit

Table 6: Specific Goals Evaluation (80/20)

**\*Historically disadvantaged South Africans refers to any person, category of persons, or communities disadvantaged by unfair discrimination before the constitution of the Republic of SA, 1993 (ACT No. 2000 of 1993 come into operations.**