



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

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Corner of West and Aliwal Streets, Durban

From: NATIONAL DEPARTMENT OF PUBLIC WORKS
Tel: (031) 314 7159 / (031) 314 7003
Enquiries: Ms. Thabsile Majola / Price Malatsi Ref: DBNQ22/08/16

ERRATUM NOTICE FOR : DBNQ23/08/80 That was advertised on the Departmental website on the 24/08/2023 with erroneous Bill of Quantities.


DBNQ23/08/80 : Procurement of Magistrate Court: Hlabisa

Cleaning and Hygiene Services For 36 Months

PLEASE NOTE THAT DBNQ23/08/80 WAS ADVERTISED WITH ERRONEOUS BILL OF QUANTITIES ON THE DEPARTMENTAL WEBSITE, HOWEVER THE CORRECT ONE IS UPLOAD BELOW . NOTE CLOSING DATE IS STILL ON THE 01/09/2023 AT 11AM.

**TENDERERS MUST TAKE NOTE OF" DBNQ23/08/80 still on the website
ORIGINAL ADVERT DATE: 24/08/2023**

ERRATUM ADVERT DATE: 29/08/2023

 29/08/2023
Supply Chain Management
For: REGIONAL MANAGER

GUGULETHU MBONGWA
SAO - SCM
TEL: 031 314 7003



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Department:
Public Works
REPUBLIC OF SOUTH AFRICA

TENDER NO: DBNQ

SPECIFICATION AND TERMS OF REFERENCE

**AT THE DEPARTMENT OF HLABISA MAGISTRATE COURT
IN THE KWAZULU NATAL FOR A PERIOD OF 36 MONTHS**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF
CONTRACT FOR CLEANING AND HYGIENE SERVICES AT HLABISA
MAGISTRATE COURT FOR A PERIOD OF 36 MONTHS**

1. INTRODUCTION

The Department of Public Works (DPW) invites bids for the provision of contract for hygiene services at specified premises occupied by, or under the control of, the Department of Public Works.

2. DURATION OF CONTRACT

The contract will endure for a period of (36) months calculated from the date of acceptance of the bid offer made by the successful bidder.

3. SUBMISSION REQUIREMENTS

3.1 Bidders must be in possession of a **central supplier database** which must be submitted with their bid documents.

3.3 Bidders must comply strictly with the Basic Conditions of Employment Act (BCEA), Act 75 of 1997, as amended and any applicable sectoral determination in regard to salaries and wages on contract hygiene services.

4. CONTRACTUAL ASPECTS

- 4.1 The terms of this specification and all contracts emanating therefrom will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 4.2 Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- 4.3 The bid document, together with the specifications contained in this document, shall constitute part of the Contract.
- 4.4 Bidders shall not perform any work or render any services in terms of the Contract unless in receipt of a written instruction to this effect by the Department.
- 4.5 The successful bidder must advise the Regional Manager: Department of Public Works immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

5. WORK SCHEDULE

- 5.1 The official working hours for this contract, will be from 07:00 to 15:30, Monday to Friday. Lunch break between 12:00 to 13:00 will be permitted.
- 5.2 The service required in terms of this bid will be for week days only, therefore, not required on weekends or public holidays. Absence from work must be managed internally by the successful bidder and not hamper service delivery.

6. MINIMUM REQUIREMENTS

- 6.1 Bidders need to take account of the cleaning standards and norms as per **Schedule A** which must be applied during the course of the services.
- 6.2 Bidders must indicate compliance or non-compliance in Schedule A on a paragraph basis. Indicate compliance with the relevant paragraph by marking the **YES** box and non-compliance by marking the **NO** box. Bidders must clearly state if a deviation from these requirements are offered and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to this part of the bid submission. Answering questions or supplying detail by referring to other sections will not be accepted. Should bidders fail to indicate compliance to the requirements, DPW will assume that the bidder is not in compliance or agreement with the statement(s) as specified in the bid and the bid will be eliminated from further evaluation.

7. NATURE AND SCOPE OF SERVICES TO BE RENDERED

7.1 The Scope of work is as per **Schedule B** which is mandatory tasks and associated deliverables in normal working hours.

7.2 The site information is provided as per **Schedule C**.

8. EVALUATION METHODOLOGY

8.1 The bids are evaluated in terms of the **80/20 preference** points system, where the **80 points** will be used for price and the **20 points** are awarded to the bidder for attaining B-BBEE status level.

9. PRICING

9.1 Bidders must submit details regarding the bid price for the services on the Pricing **Schedule D** which must be submitted together with the bid documents.

9.2 The prices quoted must be firm for the duration of the contract and it is expected that bidders will cover the risk of price increases in the composition of the pricing structure.

9.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form.

9.4 Bidders' attention is drawn to **Schedule E** to assist them in compiling their bid price. The items listed in the schedule are not exhausted and bidders must allow for any or all other requirements in order to affect the necessary cleaning services.

10. SPECIFICATIONS & STANDARDS

10.1 Unless otherwise specified, the products to be utilised under this contract must comply with the relevant standards of the South African Bureau of Standards (SABS).

10.2 Bidders must complete and submit **Schedule F** to indicate what type of products they intend to use under this contract.

10.3 The Department may request samples of the products, which must be provided within seven (7) days upon request.

11. ORDERS

11.1 This specification and other submitted bid documents and the signed Offer and

acceptance will constitute the Contract between the successful bidder and the Department.

- 11.2 An Official Order will be issued to the successful bidder indicating the period of the Agreement (**36 months**).

12. PAYMENTS

- 12.1 Payment will be made monthly on submission of an **Original Invoice** for the services rendered.
- 12.2 Invoices and delivery notes must be placed in a sealed envelope addressed to **The Department of Public Works** and deposited in the invoice boxes provided on the ground floor Public Works Building Coner Aliwal and West Street.
- 12.3 The original invoice must indicate / include the unique number for which month's payment is claimed, and must reflect the Order Number, contractor's banking details, full company name, SARS Income Tax Number, VAT Number (where vendor is registered) and signature of the contractor.
- 12.4 The original invoice must be submitted at the beginning of the first week of each month.
- 12.5 Payment shall be made by bank transfer into the successful bidder's bank account within 30 days after receipt of an acceptable, original and valid tax invoice.
- 12.6 The successful bidder shall be responsible for accounting to the appropriate authorities for its income tax, VAT, or other moneys required to be paid in terms of the applicable law.

13. DISCLAIMER

Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of any and all aspects of the bid. The Department will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.

14. ABSENCE OF OBLIGATION

No legal or other obligation shall arise between bidders and the Department unless and until the formal appointment documentation has been signed. The Department is not obliged to proceed with any proposals of any bidder. The Department also reserves the right to request changes to any proposed consortia.

15. DEFAULT / BREACH OF CONTRACT AND CANCELLATION OF THE CONTRACT

- 15.1 In the event that the Department fails to pay the Contractor without valid reason, for 90 days, the contractor may cancel the contract by giving the Department three (3) months written notice of such cancellation.
- 15.2 In case where the successful bidder fails to commence with the contracted work/service within seven (7) days of receiving an official notification the Department may cancel the contract.
- 15.3 The Department reserves the right to terminate the contract in the event of the contractor failing to comply with applicable statutory obligations.
- 15.4 The Department reserves the right to terminate the contract in the event of persistent and unresolved complaints regarding poor service delivery from the user Departments.
- 15.5 Notwithstanding any other provision contained herein the Department shall be entitled to terminate this contract in the event of at least three written notifications during the currency of this contract having been furnished to the contractor requiring the latter to remedy his / her default.
- 15.6 For purposes of this contract a "written notification" shall include a notification transmitted by e-mail or facsimile.

16. OTHER

Inquiries can be directed as follows:

- Bid Enquiries** : Mrs J Mkhize
Tel: (031) 314 7096
- Specification Enquiries** : Ms G Mbongwa
Tel: (031) 314 7003

SCHEDULE A

CLEANING STANDARDS AND NORMS

#	REQUIREMENTS	COMPLY		
		YES	NO	IF "NO", INDICATE DEVIATIONS
1.	<ul style="list-style-type: none"> o All broken / damaged items such as toilet seats, taps, etc. must be reported to the Court Manager for urgent attention. 			

SCHEDULE B

SCOPE OF WORK

SCHEDULE C (PART 1)

PRICING SCHEDULE

1. SALARIES AND WAGES: BIDDER'S OWN PERSONNEL / MONTHLY

- a. *This below rates include the following: actual monthly wages, annual bonus, provident fund, uif, bccci levies, uniforms, family responsibility leave, ncca, coida, uniform & annual leave. Therefore your rate must include the above - mentioned, failure to do so will result for being disqualified and not compliant.*

20 MONTHS

POSITION	BCCCI RATES (refer on 1.1 above)	QTY	SALARY	TOTAL
BCCCI RATES	SALARY PER CLEANER	NO. OF Cleaners	Per Month	Total
Cleaners: (01.Oct.2023 to 28 Feb 2024) R36.18. = 05 months	R	01	R	R
Cleaners: (01. March.2024 to Feb. 2025) R37.98 = 12 months.	R	01	R	R
Cleaners. (01 March 2025 to Feb 2026) R39.87. = 12 months.	R	01	R	R
Cleaners: (01 March. 2026 to 30 Sept 2026) R41.86. = 07 months.	R	01	R	R
Total salaries and allowances for 01 cleaner for 36 months.				R

Total salaries: 36 months	R

JUSTICE. HLABISA MAGISTRATE COURT

2. HYGIENE SERVICES

DESCRIPTION	QTY	COSTS PER MONTH
Sanitary Bins & chemicals to be service on weekly basis	03	R
Air Fresheners refills	03	R
Pee Mats (Urinals) monthly	02	R
Total for 36 months		R

Once off installation of Toilet Equipment

Description	Quantity	Unit price		Total Price
Stainless steel soap dispenser	02		R	R
Metal toilet paper dispenser	05		R	R
Metal Roller paper towel dispenser	04		R	R
Total				R

3. SUMMARY FOR ALL EXPENSES

TOTAL FOR 36 MONTHS	R
Hygiene Service for 36 months	R
Total once off Equipment purchasing and installation	R
Overheads for 36 months	R
Inflation Rate	R
Vat @ 15%	R
Profit	R