



KWAZULU-NATAL PROVINCE

PUBLIC WORKS REPUBLIC OF SOUTH AFRICA

INVITATION TO QUOTE – ZNT 01/23/24

Appointment of service provider for rendering of standard domestic cleaning services and washing of 30 state vehicles at Department of Public Works: O.R Tambo House: 191 Prince Alfred Street, Pietermaritzburg for period of 36 Months (03 years).

The Department reserves the right not to award to the lowest bidder.

1. PHASE 1: SUPPLY CHAIN MANAGEMENT ADMINISTRATIVE COMPLIANCE

- Correctness of bid documents.
- Compliance with bid regulations registration with CSD and other prescripts requirements.
- A bidder must attend the compulsory site inspection.
- The bid price must be indicated on the pricing schedule.

FAILURE TO COMPLY WITH THE SUPPLY CHAIN MANAGEMENT ADMINISTRATIVE COMPLIANCE SHALL RESULT IN THE OFFER BEING CONSIDERED NON-RESPONSIVE AND SHALL BE REJECTED.

2. PHASE 2: MANDATORY REQUIREMENTS

MINIMUM REQUIREMENTS	YES/NO
Valid proof of registration with Bargaining Council for Cleaning Industry. (Certified copies)	
Valid proof of registration with Unemployment Insurance Fund. (Certified copies)	
Provide proof of employee remuneration in line with Bargaining Council for Cleaning Industry. (Attach copy of HR payroll) not older than 5 years. (Certified copies)	
Valid proof of registration with the Compensation for Occupational Injuries Disease Act (COIDA) 1993. (Cleaning services as the nature of business) from Department of Labour, not older than 12 months. (Certified copies)	
Proof of Public Liability Insurance Cover obtainable from any insurance companies. Minimum amount of R5000 000.00 (Certified copies)	
Minimum of two (2) traceable reference letters . Letters from previous/current contracts, indicating performance of the bidder in the cleaning services. It is compulsory for bidders to substantiate the veracity of the information submitted. (the proforma reference letter attached as Annexure A is to be completed and stamped by the referee.	

Bidders to provide a comprehensive Health and Safety Plan, which includes the following: General duties of employees <ul style="list-style-type: none"> • Hazardous materials and substances (cleaning equipment and cleaning chemicals). • Frequency of medical checks of Staff members that engage with hazardous waste. • Bidders must attach uniform pictures with Company Logo and other related protective clothing. 	
CVs of Key Personnel: 2 Supervisors with contactable references indicating more than 5 years or more supervisory experience in the cleaning services.	
An organogram detailing human capacity and their duties and responsibilities.	
A detailed execution plan that includes sourcing of material, proof of machinery and equipment or agreement from the Supplier thereof.	

Failure to comply with the above- mentioned mandatory criteria will result in your bid being non-responsive.

3. PHASE 3: SPECIFIC GOALS

Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where the 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	Applicable or Not Applicable	Number of points allocated (80/20 system) (To be completed by the organ of state)
"Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	10	
"Ownership by People who are Women Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths 2) Certified Copy of Identity Document/s"	5	
Promotion of enterprises located within the Msunduzi Municipality Documentary Proof Required: 1) Original OR Certified copy of the original letter from the Ward Councillor OR 2) Certified copy of PTO OR 3) Lease agreement from the Tribal Council"	5	

Collection of Bid Documents

At no cost via e-tender portal, departmental website www.kznworks.gov.za or at a non-refundable cost of **R450.00** is payable for collection of the tender documents at KZN Department of Public Works, 191 Prince Alfred Street (O.R. Tambo Building) Pietermaritzburg, during working hours 09h00 am to 15h00 pm. Proof of payment must be submitted for collection of bid document.

Compulsory briefing session.

Date: **13 November 2023**

Time: **10:00**

Venue: **KZN Department of Public Works, 191 Prince Alfred Street (O.R. Tambo Building) Pietermaritzburg, Auditorium**

Closing Date and Time

22 November 2023 at 11h00

Technical Enquiries:

Ms Gugu Khuzwayo

Tel: 033 – 260 4040

gugu.ngubo@kznworks.gov.za

SCM Enquiries: nomalungelo.zulu@kznworks.gov.za

Tel: 033 355 5536

NB: Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS**TABLE OF CONTENTS**

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PART A INVITATION TO QUOTATION

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS							
BID NUMBER: ZNT 01/23/24		CLOSING DATE: 22 November 2023		CLOSING TIME: 11:00			
DESCRIPTION	Appointment of service provider for rendering of standard domestic cleaning services and washing of 30 state vehicles at Department of Public Works: O.R Tambo House: 191 Prince Alfred Street, Pietermaritzburg for period of 36 Months (03 years).						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
Department of Public Works: Head Office – O.R. Tambo House 191 Prince Alfred Street ,3200							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Ms Nomalungelo Zulu			CONTACT PERSON	Ms Gugu Khuzwayo		
TELEPHONE NUMBER	033 355 5536			TELEPHONE NUMBER	033 260 4040		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	Nomalungelo.zulu@kznworks.gov.za			E-MAIL ADDRESS	Gugu.ngubo@kznworks.gov.za		
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT			[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
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?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						<input type="checkbox"/> YES <input type="checkbox"/> 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

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

SECTION A

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

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

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

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

Prospective suppliers should self-register on the CSD website www.csd.gov.za

If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO

REPRESENTS (state name of bidder)CSD Registration

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D

Applicable	x	Not Applicable	
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OFFICIAL BRIEFING SESSION

ZNT 1/23/24: Appointment of a service provider for rendering a standard domestic cleaning services, day to day maintenance and washing 30 state vehicles at Department of Public Works: O R Tambo House, 191 Prince Alfred Street Pietermaritzburg.

Date: 13 November 2023

Time: 11h00

Venue: KZN Department of Public Works, 191 Prince Alfred Street (O.R. Tambo Building) Pietermaritzburg, Auditorium

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

On behalf of (company name) _____

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

Signature of Bidder or Authorized Representative

(PRINT NAME)

DATE: ____/____/____

Name of Departmental or Public Entity Representative

(PRINT NAME)

Departmental Stamp With Signature

PRICING SCHEDULE

APPLICABLE		NOT APPLICABLE	x
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NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of bidder..... Closing Time 11:00	Bid number..... Closing date.....
---	--

BID PRICE INCLUDING VAT: R

AMOUNT IN WORDS:

.....

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

The contractor **must comply** with minimum wage requirements as per BCCI rates.

SECTION F

BIDDER'S DISCLOSURE**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.

Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

If so, furnish particulars:

.....
.....

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

DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

SECTION G

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

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:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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)
Ownership by Black People	10	
Ownership by People who are Women	5	
Promotion of enterprises located within the Msunduzi Municipality	5	

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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>who became citizens of the Republic of South Africa by naturalisation- before 27 April 1994; or</p> <p>on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>Black people living in rural and under developed areas;</p> <p>Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

I hereby declare under Oath that:

The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

Black Youth % = _____%

Black Disabled % = _____%

Black Unemployed % = _____%

Black People living in Rural areas % = _____%

Black Military Veterans % = _____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

The contents of this statement are to the best of my knowledge a true reflection of the facts.

I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>who became citizens of the Republic of South Africa by naturalisation- before 27 April 1994; or</p> <p>on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>Black people living in rural and under developed areas;</p> <p>Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

I hereby declare under Oath that:

The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,

The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Black Designated Group Owned % Breakdown as per the definition stated above:

Black Youth % = _____ %

Black Disabled % = _____ %

Black Unemployed % = _____ %

Black People living in Rural areas % = _____ %

Black Military Veterans % = _____ %

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

CONTRACT FORM - PURCHASE OF GOODS/WORKS

APPLICABLE		NOT APPLICABLE	x
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THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz
 Invitation to bid;
 Tax clearance certificate;
 Pricing schedule(s);
 Technical Specification(s);
 Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 Bidder's disclosure
 Special Conditions of Contract;
 General Conditions of Contract; and
 Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

An official order indicating delivery instructions is forthcoming.

I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD

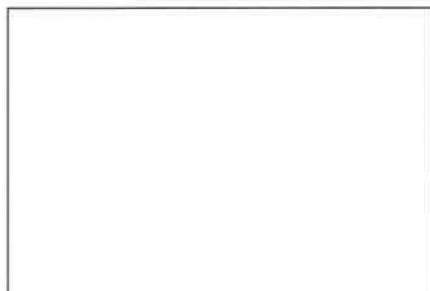
4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

APPLICABLE	x	NOT APPLICABLE	
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THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz
 Invitation to bid;
 Tax clearance certificate;
 Pricing schedule(s);
 Filled in task directive/proposal;
 Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 Bidders declaration;
 Special Conditions of Contract;
 General Conditions of Contract; and
 Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

APPLICABLE		NOT APPLICABLE	X
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THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz
 Invitation to bid;
 Tax clearance certificate;
 Pricing schedule(s);
 Bidders Disclosure;
 Special Conditions of Contract;
 General Conditions of Contract; and
 Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I undertake to make payment for the goods/works as specified in the bidding documents.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

3.

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

DATE

SECTION I

GENERAL CONDITIONS OF CONTRACT

Definitions

The following terms shall be interpreted as indicated:

"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

"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.

"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

"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.

"Day" means calendar day.

"Delivery" means delivery in compliance of the conditions of the contract or order.

"Delivery ex stock" means immediate delivery directly from stock actually on hand.

"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.

"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.

"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.

"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.

"GCC" means the General Conditions of Contract.

"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

"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.

"Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

"Order" means an official written order issued for the supply of goods or works or the rendering of a service.

"Project site," where applicable, means the place indicated in bidding documents.

"Purchaser" means the organization purchasing the goods.

"Republic" means the Republic of South Africa.

"SCC" means the Special Conditions of Contract.

"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

Application

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.

Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

General

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.

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

Standards

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

Use of contract documents and information; inspection.

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.

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.

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.

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.

Patent rights

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.

Performance security

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.

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.

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 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

a cashier's or certified cheque

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.

Inspections, tests and analyses

All pre-bidding testing will be for the account of the bidder.

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.

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.

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.

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.

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.

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.

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

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.

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.

Delivery and documents

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.

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

Insurance

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.

Transportation

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

Incidental Services

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

performance or supervision of on-site assembly and/or commissioning of the supplied goods;
furnishing of tools required for assembly and/or maintenance of the supplied goods;
furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
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
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.

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.

Spare parts

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:

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

in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

Warranty

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.

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.

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

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.

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.

Payment

The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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.

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.

Payment will be made in Rand unless otherwise stipulated in SCC.

Prices

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.

Contract amendments

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

Assignment

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.

Subcontracts

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.

Delays in the supplier's performance

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.

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.

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.

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.

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.

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

Penalties

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.

Termination for default

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:

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;

if the Supplier fails to perform any other obligation(s) under the contract; or

if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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.

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.

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.

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.

If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

the name and address of the supplier and / or person restricted by the purchaser;
the date of commencement of the restriction
the period of restriction; and
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.

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.

Anti-dumping and countervailing duties and rights

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

Force Majeure

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.

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.

Termination for insolvency

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.

Settlement of Disputes

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.

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.

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

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

Notwithstanding any reference to mediation and/or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
the purchaser shall pay the supplier any monies due the supplier.

Limitation of liability

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

Governing language

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.

Applicable law

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

Notices

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

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.

Taxes and duties

A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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.

National Industrial Participation (NIP) Programme

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

Prohibition of Restrictive practices

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION J

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. Supplier must be registered on CSD and BCCI to be awarded.
2. Supplier must deliver as per the specification provided.
3. Should bidders not quote for all items, they will be considered as being non-responsive.
4. The Department reserves the right not to award to the lowest bidder.
5. The Department will conduct a detailed risk assessment prior to the award.

SECTION K

AUTHORITY TO SIGN A BID

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

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

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

.....

hereby authorise Mr/Mrs/Ms

.....

acting in the capacity of

whose signature is

.....

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

NAME	ADDRESS	SIGNATURE	DATE

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

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising

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

such resolution shall include a specimen signature of the signatory.

Co-operative:	Resolution letter from the directors
Close Corporation:	Resolution letter from the directors
Company:	Resolution letter from the director/s
Sole Proprietor:	Resolution letter from the director
Partnership:	Resolution letter from the director
Joint Venture / Consortium:	Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

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

Failure to complete, sign and date this form and failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

SECTION L

1. OBJECTIVE

The Department of Public Works – Head Office hereby wishes to appoint a service provider to provide standard domestic cleaning and washing of state vehicles at the Department of Public Works, Oliver Tambo House, 191 Prince Alfred Street, Pietermaritzburg including washing of 30 state vehicles and furniture movement/removal as and when required, for a period of thirty-six (36) Months.

2. CONTRACT PERIOD

2.1.1 The contract period for this service is 3 years (36 months)

2.1.2 The KwaZulu-Natal Department of Public Works reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

3. STAFF REQUIREMENTS

Cleaning Staff required: Twenty-Eight (28)

- **2 Supervisors**
- **5 Males – car washers/furniture removal**
- **21 General Cleaners**

4. HOURS OF MAINTENANCE

Cleaning staff employed for the purpose of the contract must attend on all working days of the week, Monday to Friday, between the hours of 06:30 to 15:00 an as and when required by Management excluding Public Holidays.

5. AREAS TO BE CLEANED

5.1 PHASE I

Mezzanine Floor - MEC Offices

Ground Floor -

Lower Ground Floor

Basement

Total Area =3596m²

5.2 PHASES II – IV (PARKING GARAGE)

Parking Garage Ground Floor

Parking Garage First Floor

Parking Garage Second Floor

Parking Garage Third Floor

Total Area =8622m²

5.3 EXISTING OFFICE TOWER

Second Floor

Third Floor

Fourth Floor

Fifth Floor

Sixth Floor

Seventh Floor

Eighth Floor

Ninth Floor-HOD'S Offices

Ground Floor IT offices

Total Area =6635m²

5.4 NEW OFFICE TOWER

Basement
First Floor
Second Floor
Third Floor
Fourth Floor
Fifth Floor
Sixth Floor
Seventh Floor
Eighth Floor

Total Area =4090m²

5.5 LIBRARY, AUDITORIUM

Library
Auditorium

Total Area =552m²

5.6 SUNDRY BUILDING

Cleaners Rooms
Guard House
Car Wash
Bin Yard

Total Area =175m²

Official vehicles: offices, walls, stairs, passageways, boardrooms, copy and printing rooms, kitchens, external fire escape stairs, windows including internal sills, doors, toilets. It also includes all parking garaging areas.

6. SCOPE OF WORK

- 6.1 Full specification, open to negotiation in terms of essential requirements, applicable to the contract for standard domestic cleaning at the Department of Public Works, O.R. Tambo House, 191 Prince Alfred Street, Pietermaritzburg. The total square meters for 191 Prince Alfred Street premises is **23 670m²**.
- 6.2 Washing of **30** state vehicles including the executive management vehicles; and
- 6.3 Furniture removal/movement and boxes as and when required.

7. CLEANING MATERIALS

- 7.1 The contractor must provide his/her own cleaning materials, air fresheners, disinfectants, and disposables. Any cleaning agent used must not damage any surface when applied; **must be environmentally friendly and safe for staff, when touched or inhaled. ALL CLEANING MATERIALS MUST BE - SABS APPROVED. ALL PRODUCTS SUPPLIED BY THE CONTRACTOR FOR THE CONTRACT PERIOD MUST BE - SANS APPROVED.**
- 7.2 **Toilet dispensers are already installed in all the toilets** and the contractor must provide toilet paper, hand paper towel, liquid soap, toilet seat wipes, deodorized blocks for urinals and air fresheners. The contractor must ensure that dispensers are replenished as and when required. Toilet paper supplied should be **double ply only**.
- 7.3 The Department will provide electrical power (220-volt, 15 amp) if required, and water to the contractor, free of charge, by means of existing plugs and taps. Safe extension cords and hoses must be provided by the contractor. Every electrical appliance shall be operated through a plug-in earth leakage protection device. The contractor is advised that fire hoses may only be used for their bona fide firefighting purposes. All other fuel and batteries necessary shall be provided by the contractor. Details of all electrical equipment must be kept in a register and safety checks in terms of the Occupational Health and Safety Act must be undertaken. Copies of such registers must be kept in a safe file.

8. CLEANING EQUIPMENT

- 8.1 The Contractor is responsible for providing all his/her own cleaning equipment, i.e., vacuum cleaners, polishers, pressure washers - carpet machines, consumables and safe extension leads, necessary for the carrying out of the service.
- 8.2 The contractor shall provide his or her cleaning staff with the **cleaning trolleys** for Transportation/storage of daily cleaning equipment, materials, and chemicals.

9. CLEANING OF BUILDING AND ITS CONTENTS

- 9.1 Building / areas mentioned in paragraph 5 above must be cleaned as specified below. All floors must be swept and / or mopped and the surface of all furniture and equipment rails and low window ledges must also be dusted daily. Internal walls and ceiling must be dusted weekly and quarterly wiped down using a cleaning agent.
- 9.2 High level dusting must be undertaken once monthly and shall mean the dusting of surface above 2 meters from the floor and includes blinds, high window ledges, burglar guards, cupboards, tops and beams. Where walls are bagged or the surface is prone to collecting dust, such walls, within the building, must be dusted once a month.
- 9.3 Window handles, window regulators, chrome plated, and aluminium / copper / brass door handles and knobs must be damp wiped once a week and polished with a cleaning agent once a month and finger marks on glass doors must be removed daily.
- 9.4 All inside facing windowpanes must be cleaned using a cleaning agent once fortnightly. Out facing panes must be cleaned quarterly or when required.
- 9.5 Carpets must be vacuumed twice a week. Spot and stains must be removed as and when necessary or directed by Facilities Manager.
- 9.6 Restorative cleaning (shampooing of carpets) and upholstered furniture must be undertaken quarterly or when required.
- 9.7 Blocked waste pipes, catch pits, traps washbasins, urinals and toilet bowls must be immediately reported to the Facilities Manager. Leaking taps, urinals and cisterns must also be brought to the attention of the Facilities Manager.

10. OTHER SERVICES

- 10.1 Deep Window cleaning – **quarterly or when required.**
- 10.2 **Deep carpet cleaning – quarterly or when required.**
- 10.3 Clean blinds (to be steamed cleaned without being removed – **quarterly**
- 10.4 Cleaning of floors according to the type **daily**
- 10.5 Scrubbing, cleaning, polishing of passages and staircase – **daily or when required**
- 10.6 Cleaning of non-assignable space (parking areas and driveways – **twice a week or when required**
- 10.7 Stripping of tiled floors – **quarterly on weekends**
- 10.8 Steam clean upholstered furniture – **quarterly or when required.**
- 10.9 Passageways, tarmac, walkways must be swept daily, and litter removed **daily.**
- 10.10 Clean parking bays – including sweeping of undercover and upper-level parking areas **(twice a week)**
- 10.11 Banisters / handrails – damp wiped with a SABS approved disinfectant **daily.**
- 10.12 Ceiling must be dusted and air vents to be dusted **quarterly.**
- 10.13 Vacuum carpet and upholstered chairs – **twice a week or when required.**
- 10.14 Vinyl and leather chairs must be dusted daily, and damp wiped **fortnightly** and polished regularly with an appropriate preserving agent.
- 10.15 Office furniture must be dusted and polished **daily.**
- 10.16 Finger marks on glass doors must be removed **daily.**
- 10.17 Handrails on stairs and stairs must be damp wiped with a SABS approved disinfectant **daily.**

- 10.18 Light switches must be damp wiped **daily**.
- 10.19 Glass doors at the entrances must be cleaned with a damp cloth, soap and 70% alcohol-based disinfectant - **daily**.
- 10.20 Mirrors must be polished with a glass cleaner daily.
- 10.21 Spot clean marks from walls, doors, paint work and light switches – **daily**
- 10.22 Clean picture frames, glass and TV with a recognized glass cleaner **daily**.
- 10.23 Power skirting must be cleaned and polished **weekly**.
- 10.24 All telephones must be wet wiped and disinfected **daily**.
- 10.25 Male cleaners to assist with the removal of office furniture and boxes between offices and from offices to storage rooms, **as and when required**.

11. TOILETS

Contractor to note that toilet bathroom equipment i.e., toilet paper holders, toilet seat wipes holder, hand towel paper holders, soap dispensers in both female and male toilets are installed.

11.1 Toilet requisites

Check, clean and replenish when necessary daily: -

- Toilet seat wipes holder dispenser with disinfectant agent for female toilets
- Toilet paper (**only double ply - virgin**)
- Toilet paper tissue holder dispenser
- Liquid hand wash soap
- Paper towels
- Disinfectant / odour repellent block
- Air fresheners
- Toilet brush

11.2 Basins / Sinks

- Daily, wet wipe with hard surface cleaner and rinse.
- On a monthly basis remove mineral deposits and other foreign bodies.

No of Toilets, sinks/basins at 191 Prince Alfred Street Building old and new office towers: -

191 Old Tower			191 New Tower		
Floor	Males	Females	Floor	Males	Females
9	3+1 Disabled	3	-	-	-
8	3	3	8	2	2
7	3	3	7	2	2
6	3	3	6	2	2
5	3	3	5	2	2
4	3	3	4	2	2
3	4	3	3	2	2
2	3	3	2	2	2
Ground	3	3	1	2	2
HOD Private	1		Ground	2	2
HOD General	3	3	Basement	2	2
MEC Private		1	Auditorium	3	5
MEC General	3	3	Auditorium	1 disabled	
Lower Ground	1	2			
Security – Main Entrance	1		Security – Burger Street Entrance	1	
	1		Cleaning Staff rooms	2	2
TOTALS	39	36	Totals	27	27
Grand Total = 129 toilets					

11.3 URINALS

- Remove spoilage from bowl and flush rim with hard surface cleaner and brush daily.
- Monthly remove mineral deposits. Using a recognized disinfectant, wet wash seat, lid, cisterns, and pipes daily.
- Remove litter in urinals daily.
- Daily wet wipe and dry wipes and flushing mechanisms.

No of Urinals in male toilets at 191 Prince Alfred Street building

191 - Old Tower			191 New Tower	
Floor	Male		Floor	Male
9	1		0	0
8	1		8	1
7	1		7	1
6	1		6	1
5	1		5	1
4	1		4	1
3	1		3	1
2	1		2	1
Foyer	1		Foyer	1
Ground floor	1		Ground floor	1
HOD General	2		Basement	1
MEC general	1		Auditorium	4
LG	1			
Total	14		Total	14
Grand Total = 28 urinals				

12. KITCHENS

- 12.1 Arrange drinking water for meetings in board rooms/auditorium as and when requested.
- 12.2 Collect from offices and board rooms and wash the cups, saucers and all crockery twice daily at 11h00 and 14h00. Replenish water in cold water dispensers as and when necessary.
- 12.3 Sanitize / disinfect (clean) water cooler bottles as per manufactures specification and requirements.
- 12.4 Fridges and microwaves must be damp wiped on the outside with a recognized disinfectant and dried daily. Strip clean the inside of the microwave daily. Strip clean and defrost fridges at least monthly.

12. SPECIAL ROOMS

Rooms housing special equipment (**server room, registries, and storerooms**) may only be cleaned **ON REQUEST** when accompanied by and under the direct supervision of an official of the office concerned and not less than monthly.

13. WASTE DISPOSALS

- 13.10 All litter must be cleared from the refuse bins daily and placed in the allocated receptacles for removal by the Local Municipality.
- 13.11 Rubbish bins situated within the building must be emptied and damp wiped daily.
- 13.12 Disinfect rubbish bins three times a week.
- 13.13 Empty and clean waste paper bins / baskets daily.
- 13.14 Separate waste paper from other refuse and remove to agreed location.
- 13.15 Remove rubbish to agreed location daily that will include sorting to recycle containers.

NUMBER OF OFFICES AT 191 PRINCE ALFRED STREET BUILDING

191 Old Tower				191 New Tower			
FLOOR	NO OF OFFICES	BOARDROOMS	KITCHENS	FLOOR	NO OF OFFICES	BOARDROOMS	KITCHENS
9	20	1	2				
8	23	1	2	8	1 (incl open plan)	1	1
7	31		2	7	1 (incl open plan)	1	1
6	21	1	2	6	1 (incl open plan)	1	1
5	23		1	5	1 (incl open plan)	1	1
4	20	1	2	4	5 (incl open plan)	1	1
3	22		2	3	5 (incl open plan)	1	1
2	20		2	2	1 (incl open plan)	1	1
GROUND	34		2	1	1 (incl open plan)	1	1
HOD	11	1	2	Ground	6 (incl open plan)	3	2
MEC	17	1	2		Auditorium, canteen Basement Library, Recreation, Security, Reception area (Tender room & Telecom Operator's office)		1
LG	9	Reception area	1				
Totals	251	6	22		22	11	11

NB: Storerooms are excluded from this list because cleaners do not have access to storerooms unless otherwise instructed, and the cleaning of storeroom should be done under supervision of an official from the office concerned.

14. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

It is the duty and responsibility of the Contractor to ensure that his /her staff: -

- 14.10 Present a professional image / appearance.
- 14.11 At all times present a dedicated approach to their duties.
- 14.12 Shall not argue with the staff / visitors or be discourteous to them.
- 14.13 Do not read office documents or rummage through office / kitchen waste.
- 14.14 On award of the contract, the Contractor shall sign an undertaking in which he / she declares that his / her staff will refrain from any action, which might be to the detriment of the institution where the service is rendered.
- 14.15 No information concerning the institution's activities may be furnished to the public or news media by the Contractor or his / her employees without the express written permission of the **Head: Department of Public Works – O.R. Tambo House.**
- 14.16 In cases of industrial action:
 - No participation by the contractor's employees will take place on the premises.
 - The employer shall not suffer disruption of services rendered by the contractor.
 - In cases of damage by the contractor's staff, the contractor will be fully liable.

15. SPECIAL REQUIREMENTS OF EXISTING PREMISES AND DEPARTMENTAL EQUIPMENT

The successful Contractor shall ensure that each member of his / her staff at O.R. Tambo House, 191 Prince Alfred Street building shall at all times, when on duty, be fully equipped with the following:

- 15.10 Neat and clearly identifiable uniform from the Contractor, which uniform will include winter wear for cold conditions.
- 15.11 A clear identification card from the Contractor, with the staff's photo and identification details on it, worn conspicuously on him/her at all times on their uniforms whilst on the premises of the 191 Prince Alfred Street building.
- 15.12 The required Personal Protective and Safety Equipment must be provided by the Contractor whilst carrying out duties as defined in the Occupational Health and Safety Act.
- 15.13 A total of **Twenty-Eight (28) cleaners** including **2 Supervisors** are required to render cleaning services at O.R. Tambo House, 191 Prince Alfred Street premises. **Thirteen (13)** will be responsible for the old tower, **Six (6)** for the Parkade, Sundry Buildings and washing of **30 state vehicles**. **Seven (7)** will be dedicated for the cleaning of the new tower which includes the library and Auditorium. Out of **28 cleaning staff, 5 should be male**.

16. GENERAL

- 16.10 All possible steps must be taken by the Contractor to ensure that the correct intended execution of this contract would take place. These steps shall include the following:
 - ❖ The protection of Department of Public Works KwaZulu-Natal property at the premises (i.e., O.R. Tambo House, 191 Prince Alfred Street building – Pietermaritzburg) when machinery / tools are used:
 - ❖ The protection of Department of Public Works KwaZulu-Natal staff and visitors against injuries, death, or other occurrences when machinery / tools are used on all floors from basement to 9th floor of O.R. Tambo House, 191 Prince Alfred Street).
 - ❖ Males from the Contractor's staff must be accompanied by a female member of the Contractor's staff if they enter the female toilets / ablution facilities and vice versa.
 - ❖ The Facilities Manager must supervise the cleaning staff.
 - ❖ The Contractor must arrange for adequate supervision of her / his employees by appointing a daily permanent supervisor to ensure that all services are rendered efficiently and to the entire satisfaction of the employer (Public Works).
- 16.11 The Contractor must appoint a senior representative from the company, with whom negotiations can be concluded. Special arrangements made with a representative by the Department must be in writing.
- 16.12 The appointed supervisor and senior representative must be introduced to the Facilities & Environmental Services Management, on the commencement of the contract.
- 16.13 Supervisors and the site Manager from the contractor / cleaning contractor shall inspect the site once every month and hold meetings with Facilities and Environmental Services Management to discuss and report on findings of the inspection. The site manager shall avail him /herself for urgent meetings with Facilities and Environmental Services Management.
- 16.14 The supervisor will ensure that daily cleaning inspections are conducted, twice a day and signed reports in the form of check lists in respect of each cleaner will be submitted to the Building Manager for scrutiny and record purposes.
- 16.15 Site manager or Supervisors will check and sign the daily checklists weekly and these must accompany the monthly invoice.

17. SPECIAL CONDITIONS

- 17.10 Should the service provider fail to meet or comply with any of the above requirements or fail to carry out any of the responsibilities stated above and or fail to render the above services at any given time and also fail to give prior explanations and or negotiations to the Facilities Manager will lead to the withdrawal of a payment until the issue is resolved.

18. EVALUATION PROCESS

18.1 PHASE 1: ADMINISTRATIVE COMPLIANCE

- (a) Correctness of bid documents.
- (b) Compliance with bid regulations registration with CSD and other prescripts requirements.
- (c) A bidder must attend the compulsory site inspection.
- (d) The bid price must be indicated on the pricing schedule **SBD 3.1**
- (e) A valid Tax compliance pin issued by the South African Revenue Services (SARS) / CSD printout, where consortium/joint ventures are involved each party to the association must submit a separate valid Tax compliance pin issue by SARS/CSD printout. **(Pin letter from SARS)**
- (f) Proof of registration with CSD
- (g) A **signed company resolution** authorizing a person to sign the bid documents.

18.2 PHASE 2: MANDATORY REQUIREMENTS

MINIMUM REQUIREMENTS	YES/NO
Valid proof of registration with Bargaining Council for Cleaning Industry. (Certified copies)	
Valid proof of registration with Unemployment Insurance Fund. (Certified copies)	
Provide proof of employee remuneration in line with Bargaining Council for Cleaning Industry. (Attach copy of HR payroll) not older than 5 years. (Certified copies)	
Valid proof of registration with the Compensation for Occupational Injuries Disease Act (COIDA) 1993. (Cleaning services as the nature of business) from Department of Labour, not older than 12 months. (Certified copies)	
Proof of Public Liability Insurance Cover obtainable from any insurance companies. Minimum amount of R5000 000.00 (Certified copies)	
Minimum of two (2) traceable reference letters . Letters from previous/current contracts, indicating performance of the bidder in the cleaning services. It is compulsory for bidders to substantiate the veracity of the information submitted. (the proforma reference letter attached as Annexure A is to be completed, signed and stamped by the referee.	

Bidders to provide a comprehensive Health and Safety Plan, which includes the following: General duties of employees <ul style="list-style-type: none"> • Hazardous materials and substances (cleaning equipment and cleaning chemicals). • Frequency of medical checks of Staff members that engage with hazardous waste. • Bidders must attach uniform pictures with Company Logo and other related protective clothing. 	
CVs of Key Personnel: 2 Supervisors with contactable references indicating more than 5 years or more supervisory experience in the cleaning services.	
An organogram detailing human capacity and their duties and responsibilities.	
A detailed execution plan that includes sourcing of material, proof of machinery and equipment or agreement from the Supplier thereof.	

18.3 PHASE 3: SPECIFIC GOALS

The specific goals allocated points in terms of this tender	Applicable or Not Applicable	Number of points allocated (80/20 system) (To be completed by the organ of state)
"Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	10	
"Ownership by People who are Women Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths 2) Certified Copy of Identity Document/s"	5	
Promotion of enterprises located within the Msunduzi Municipality Documentary Proof Required: 1) Original OR Certified copy of the original letter from the Ward Councillor OR 2) Certified copy of PTO OR 3) Lease agreement from the Tribal Council"	5	

19. PRICING

- 19.1 The pricing schedule must be fully completed. Failure to comply will lead to disqualification.
- 19.2 All products must comply with the minimum SANS (**South African National Standard**) quality standard or better.
- 19.3 Prices must be in South African Currency, be inclusive of VAT and exclude any trade discount.
- 19.4 Prices quoted for employee remuneration must be in line with the rates stipulated by the Bargaining Council for Cleaning. **Any bidder that quotes below these rates will be disqualified.**
- 19.5 Prices quoted for overheads must be reasonable. Where underquoting is detected or suspected, the Department reserves the right to interrogate the quoted prices. Where underquoting is confirmed and cannot be justified by the bidder, the Department reserves the right to disqualify the bidder.
- 19.6 Bidders may not under any circumstances utilize the amount quoted for employee remuneration for overheads or any other purposes.
- 19.7 The total price quoted is to remain fixed for the duration of the contract, 36 months (**3 years**).

PART 2:

CLEANING OF STATE VEHICLES

1. The washing of these vehicles will be determined by the Local Transport Officer (LTO) daily when conducting vehicle inspections i.e., vehicles will be washed as and when required. Five (5) male cleaners will be dedicated for the washing of state vehicles.
 - 1.1. When the vehicle has been identified for washing, the LTO makes arrangement for the vehicle to be taken to the washing bay.
 - As soon as the vehicle has been parked at the wash bay, a full house wash must be done i.e.: - The inside of the vehicle must be cleaned i.e., vacuumed; dashboard polished; mats washed; windows wiped.
 - The outside of the vehicle must be washed i.e., body wash, tyre wash and polished.
 - 1.2. It is the cleaning company's discretion to decide who washes the vehicles amongst the male cleaners.
 - 1.3. The service provides to procure/purchase car wash shampoo Super wash and Wax for the car wash bay machine.

NB: Bidders are required to provide proof that the company is registered with the Bargaining Council for Cleaning Industry (BCCI) and that the company complies with the rules and regulations of the industry. Failure to comply with this requirement will automatically disqualify the company from contesting for the contract.

COSTS SUMMARY FOR CLEANING SERVICES AT O.R. TAMBO HOUSE, 191 PRINCE ALFRED STREET

ITEM NO	DESCRIPTION OF SERVICE	PRICE PER MONTH	TOTAL PRICE PER YEAR
	The Contractor is to ensure that all safety requirements in terms of the OHS / SHE Act are adhered to at all times during the entire operation on site. The contractor is also required to provide a valid certificate of registration in terms of the Bargaining Council Contract Cleaning Services Industry (BCCCI)		
	SUMMARY AND SCHEDULE OF PRICE:		
1	YEAR ONE (1)		
1.1	Value of materials component (as per page 52 of 52)		
1.2	Value of equipment component (as per page 52 of 52)		
1.3	Value of Labor utilized. 26 cleaners + 2 supervisors) = 28 <ul style="list-style-type: none"> • 21 cleaners for the building (female) • 5 cleaners for washing of state vehicles and furniture movement/removal (male) • 2 Supervisors (female) 		
2	YEAR TWO (2)		
2.1	Value of materials component (as per page 52 of 52)		
2.2	Value of Labor utilized. 26 cleaners + 2 supervisors) = 28 <ul style="list-style-type: none"> • 21 cleaners for the building (female) • 5 cleaners for cleaning of state vehicles and furniture movement/removal (male) • 2 Supervisors (female) 		
3	YEAR THREE (3)		
3.1	Value of materials component (as per page 52 of 52)		
3.2	Value of Labor utilized. 26 cleaners + 2 supervisors) = 28 <ul style="list-style-type: none"> • 23 cleaners for the building (female) • 5 cleaners for cleaning of state vehicles and furniture movement/removal (male) • 2 Supervisors (female) 		
SUB TOTAL			
Add Value Added Tax (15%)			
Bid Total			

TOTAL BID PRICE TO BE TRANSFERRED TO SECTION "E" OF THE BID DOCUMENT



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Directorate: Security & Facilities Management
Private Bag X9041
PIETERMARITZBURG
3200
Tel: 033-260 4040
Fax: 0865678725
Enquiries: Ms. G. Khuzwayo
Email: gugu.ngubo@kznworks.gov.za

ANNEXURE A: REFERENCE LETTER ONE

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
DURATION AND DATE COMPLETED:	
The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.	
Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating <input type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> Satisfactory <input type="radio"/> Poor
Kindly, indicate their overall performance on the project.	Select applicable rating <input type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> Satisfactory <input type="radio"/> Poor

Full Name of Authorised Signatory.....

Contact Number Email address

Signature Date

CLIENT(EMPLOYER) STAMP HERE

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Incomplete and/ or unsigned form will not be accepted and.....Reserves the right to contact any Client
Company listed as a reference.



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
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Fax: 0865678725
Enquiries: Ms. G. Khuzwayo
Email: gugu.ngabo@kznworks.gov.za

ANNEXURE A: REFERENCE LETTER TWO

CONFIRMATION OF REFERENCES

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF PREVIOUS/ CURRENT CONTRACT/PROJECT:	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED:	
VALUE OF WORK COMPLETED:	
DURATION AND DATE COMPLETED:	
The above-mentioned Bidding Company is in process of submitting a Bid/ RFQ for If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.	
Were goods/services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating <input type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> Satisfactory <input type="radio"/> Poor
Kindly, indicate their overall performance on the project.	Select applicable rating <input type="radio"/> Excellent <input type="radio"/> Good <input type="radio"/> Satisfactory <input type="radio"/> Poor

Full Name of Authorised Signatory.....

Contact Number Email address

Signature Date

CLIENT(EMPLOYER) STAMP HERE

--

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Company listed as a reference.

CLEANING EQUIPMENT GUIDE FOR DEPARTMENT OF PUBLIC WORKS - O.R. TAMBO HOUSE

CLEANING MATERIAL

CONSUMABLES FOR INCLUSION IN THE BID PRICE

ITEMS	QUANTITY
1. DOUBLE PLY VIRGIN WHITE TOILET PAPER 48'S	70
2. DISHWASHING SOAP 25LT	4
3. CREAM SOAP (LIQUID HAND SOAP 25LT)	3
4. THICK BLEACH 25LT	4
5. HANDY ANDY (similar or equivalent) 25LT	3
6. BABY OIL 500ML (similar or equivalent)	8
7. MR MIN / PLEDGE 275ML FURNITURE POLISH (similar or equivalent)	56
8. MEDIFRESH 25LT DISINFECTANT (REOSAN) - (similar or equivalent)	4
9. LP7121 FOLDED TOWELS 120'S	8 boxes
10. HAND TOWELS 6 ' IN PACK - White Single Ply not perforated in accordance with SANS 707	25
11. DUST MASK 20'S	8
12. INSECT KILLER SPRAY / DOOM 300ML	5
13. GLADE AIRFRESHNER (similar or equivalent) 180ML	70
14. DEOBLOCK 5KG	4
15. HI-STRIP FLOOR STRIPPER 25LT	2
16. LIQUID FLOOR POLISH 25LT	3
17. WINDOLENE (similar or equivalent) 25LT	2
18. WINDOW GLASS SCRAPER (GLASS WIPER)	5
19. LATEX GLOVES 100'S	2 packs p/m
20. MICRO FIBRE CLOTH RED/ BLUE / GREEN (kitchen, boardrooms, auditorium, toilet and passage)	78
21. HONEYCOMB DISH SWABS	50
22. HONEYCOMB DISH CLOTHS	50
23. SPONGE SCOURERS	60
24. FEATHER DUSTER - 460 MM	40
25. FEATHER DUSTER - 1840 MM	40
26. BRUSH SET WITH COVER	129
27. DUST PAN WITH BROOMS	25
28. YARD BROOM	5
29. BIN BAGS (BLACK)	1000
30. BIN BAGS - CLEAR (OFFICE BINS)	1000

CAR WASH CLEANING

GUIDE FOR MONTHLY VEHICLE CLEANING MATERIALS FOR INCLUSION IN THE BID PRICE

ITEMS	QUANTITY
1. MICRO FIBRE CLOTH 5 IN A PACK	4
2. SUPERWASH & WAX (similar or equivalent) 25LT	3
3. SHEILD TYRE POLISH (similar or equivalent) 400ML	6
4. MICRO FIBRE CLOTH 3 IN PACK	4
5. SHEILD CAR CHAMOIS 55 X 60 X 180 (similar or equivalent)	5
6. SHEILD CAR SPONGES (similar or equivalent)	5

EQUIPMENT

GUIDE FOR A ONCE OFF EQUIPMENT PURCHASES FOR INCLUSION IN THE BID PRICE

ITEMS	QUANTITY
1. PPR240 - 11 NUMATIC PRO VAC DRY	15
2. INDUSTRIAL FAN MOP HOLDER SPRING CLIP & ALLUMINIUM HANDLE) - 3 DIFFERENT COLOURS (kitchen, boardrooms, auditorium, toilet and passage)	100
3. TROLLEY (Cleaning material trolley)	25
4. 10LT HEAVY DUTY BUCKETS 3 DIFFERENT COLOURS (kitchen, boardrooms, auditorium, toilet and passage)	25
5. WET FLOOR SIGN	25
6. NHL15 CARPET EXTRACTOR MACHINE WET ONLY	1
FOR WASHING OF CARPETS	