

## Invitation to Tender - ZNQ010/2022

Suitable and capable service providers are invited to bid for **Provisioning of Cleaning Services at 40 Shepstone Road**, **for a period of 06 Months**. The Department reserves the right not to award the lowest bidder.

### Collection of Bid Documents

Tender documents may be downloaded from the Departmental website or from
The physical address for collection of Tender documents is **Department of Public Works**; **40 Shepstone Road**, **Ladysmith**, **3370** 

Documents may be collected during working hours from **08H00 to 15H30**.

## **Briefing Session**

No briefing session will be conducted for this bid

Queries relating to the issue of these documents may be addressed to **Mrs NF Sikhakhane** Tel. No. (036) 638 8095 : e-mail: nhlanhla.sikhakhane@kznworks.gov.za

The closing time for receipt of Tenders is **11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

## **KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS**

PART A	INVITATION TO BID (SBD 1)	3
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	4
SECTION A	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID	5
SECTION B	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	6
SECTION C	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE IS CORRECT	7
SECTION D	OFFICIAL BRIEFING SESSION FORM	8
SECTION E	PRICING SCHEDULE (SBD 3)	9 - 14
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	15 - 17
SECTION G	THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (SBD 5)	18 - 21
SECTION H	CONTRACT FORM (SBD 7)	22 - 27
SECTION I	GENERAL CONDITIONS OF CONTRACT	28 - 35
SECTION J	SPECIAL CONDITIONS OF CONTRACT	36
SECTION K	AUTHORITY TO SIGN THE BID	37 - 41
SECTION L	TERMS OF REFERENCE	42 - 48

SBD1

# PART A INVITATION TO BID

YOU ARE HEREBY INVI	TED TO BID FOR F	REQUIREMENTS OF THE	(NAME OF	DEPARTMENT/	PUBLI	C ENTITY)
	10/2022	CLOSING DATE:		17 MAY 2022		OSING TIME: 11h00
						HEPSTONE ROAD, LADYSMITH , 3370
		POSITED IN THE BID BO	X SITUATE	D AT (STREET )	<u>ADDRI</u>	ESS)
DEPARTMENT OF PUBL	IC WORKS					
40 SHEPSTONE ROAD LADYSMITH						
3370						
BIDDING PROCEDURE	ENQUIRIES MAY E	BE DIRECTED TO	TECHNIC	AL ENQUIRIES I	MAY B	E DIRECTED TO:
CONTACT PERSON	MRS NF SIKHAK			PERSON		MRS S MCHUNU
TELEPHONE NUMBER	0366388095	· · · · · · ·		NE NUMBER		0366388047
FACSIMILE NUMBER	0366388000		FACSIMIL	E NUMBER		0366388000
E-MAIL ADDRESS		nane@kznworks.gov.za				Sane.mchunu@kznworks.gov.
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER	TAX			CENTRAL		
COMPLIANCE	COMPLIANCE		OR	SUPPLIER		
STATUS	SYSTEM PIN:		OIX	DATABASE		
ADE VOLLTUE				No:	MAA	Α
ARE YOU THE ACCREDITED			ARE YOU	A FOREIGN BAS	SED	
REPRESENTATIVE IN				R FOR THE GOO		☐ Yes ☐ N
SOUTH AFRICA FOR	☐ Yes	☐ No	/SERVICE	S /WORKS		_
THE GOODS	## \/## FNO. 00		OFFERED	)?		[IF YES, ANSWER THE
/SERVICES /WORKS OFFERED?	[IF YES ENCLOS	= PROOF]				QUESTIONNAIRE BELOW ]
QUESTIONNAIRE TO BI	DDING FOREIGN S	SUPPLIERS				
IS THE ENTITY A RESID	DENT OF THE REP	UBLIC OF SOUTH AFRIC	A (RSA)?			☐ YES ☐ NO
DOES THE ENTITY HAV	E A BRANCH IN TH	HE RSA?				☐ YES ☐ NO
DOES THE ENTITY HAV	E A PERMANENT I	ESTABLISHMENT IN THE	RSA?			☐ YES ☐ NO
DOES THE ENTITY HAV	E ANY SOURCE O	F INCOME IN THE RSA?				☐ YES ☐ NO
IS THE ENTITY LIABLE I	N THE RSA FOR A	NY FORM OF TAXATION	?			☐ YES ☐ NO
		E ABOVE, THEN IT IS NO RICAN REVENUE SERVI				ER FOR A TAX COMPLIANCE STATUR AS PER 2.3 BELOW.

SBD1

## PART B TERMS AND CONDITIONS FOR BIDDING

## 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PA	ARTICULARS MAY RENDER THE BID INVALID
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
DATE:	

## **SECTION A**

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

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

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

## **SECTION B**

## REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

## **SECTION C**

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

(To be completed by bidder)

DATE:	
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE	
AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISC BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT THE BASIS OF THIS BID.	
AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DASUBMITTING THIS BID.	
Number	
REPRESENTS (state name of bidder)	CSD Registration
THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)	, WHO

## **SECTION D**

## OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.
Site/Building/Institution Involved:
Bid Reference No: ZNQ010/2022
Goods/Service/Work:
********************************
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

SECTION E SBD 3.1

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE:

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Nar	lame of bidder			Bid number				
Clo	sing Time 11:00		Closing da	te				
		OR120DAYS FROM THE O		ND EQUIPMENT				
ITEM No.	QUANTITY	DESCRIPTION		Unit Price	Total for each unit			
1 2								
3								
4								
			SUB-TOTAL					
			VAT AT 15%					
G	RAND TOTAL (BI	ID PRICE IN RSA CURRENCY	WITH ALL APPLICABLE TAXES INCLUDED)					
			TAXES INCLUDED)					
-	Required by:							
-	At:							
	Brand and model							
-	Country of origin							
-	Does the offer comply with the specification(s)?		*YES/NO					
-	If not to specification	on, indicate deviation(s)						
-	Period required for	delivery	*Delive	ery: Firm/not firm				
-	Delivery basis							
Note:	All delivery costs m	nust be included in the bid price, for delive	ery at the prescribed destination.					

<sup>\*\* &</sup>quot;all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**SBD 3.2** 

## PRICING SCHEDULE - NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name	Name of bidder Bid number			r			
Closii	ng Time 11:00	1:00 Closing date		Closing date			
		D FOR120DAYS FROM THE C					
TEM IO.	QUANTITY	DESCRIPTION		Unit Price		Total for each unit	
}							
<u>,                                     </u>							
			SUB-TOTAL				
		,	VAT AT 15%				
GR	AND TOTAL (BI	D PRICE IN RSA CURRENCY WITH ALL A TAXES	PPLICABLE INCLUDED)				
	Required by:						
	At:						
	Brand and model						
	Country of origin						
	Does the offer comp	oly with the specification(s)?		*YES/NO			
	If not to specification	n, indicate deviation(s)					
	Period required for	delivery					
	Delivery:				*Firm/not firm		

## PRICE ADJUSTMENTS

## A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN	THIS CATEGORY PRI	ICE ESCALATIONS WIL	L ONLY BE CO	NSIDERED IN	TERMS OF THE FOLLOWING FO	ORMULA:
		$Pa = (1 - V)Pt \bigg( D$	$1\frac{R1t}{R1o} + D2\frac{I}{R}$	$\frac{R2t}{R2o} + D3\frac{R}{R}$	$\frac{R3t}{R3o} + D4\frac{R4t}{R4o} + VPt$	
Where:						
Pa (1-V)Pt <b>not an esc</b> D1, D2	= = calated price. =	-	al bid price. <b>N</b>	lote that P	t must always be the original asport, clothing, footwear, etc.	
various fac R1t, R2t R1o, R2o VPt	ctors D1, D2etc. r	must add up to 100% Index figure obtai Index figure at tim	ned from new ne of bidding.	index (dep	ends on the number of factors of the bid price remains firm i.e	s used).
3.	The follow	ving index/indices mu	st be used to	calculate y	our bid price:	
Index	Dated	Index Date	ed	Index	Dated	
Index	Dated	Index Date	ed	Index	Dated	
		DOWN OF YOUR P S MUST ADD UP TO		MS OF AB	OVE-MENTIONED FORMUL	A. THE TOTAL
	(D1, D2 et	FACTOR c. eg. Labour, transport etc.)		P	PERCENTAGE OF BID PRICE	

## B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

# PRICING SCHEDULE (Professional Services)

Name of bidder						
Closir	ng Time 11:00	Closing date				
OFFER T	O BE VALID FOR120DAYS FROM THE CLOSING DATE	E OF BID.				
ITEM NO.	DESCRIPTION		BID PRICE IN RS		TH ALL APPLICABLE	
1.	The accompanying information must be used for the formulation	on				
2.	of proposals  Bidders are required to indicate a ceiling price based on the tot estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.					
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)	)				
4.	PERSON AND POSITION	R	RLY RATE		Y RATE	
		R R				
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT					
		R R R			days days days days days	
	Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Prof the expenses incurred must accompany certified invoices.				days	
DESCR	IPTION OF EXPENSE TO BE INCURRED	RATE		QUANTITY		
					5	

<sup>\*\* &</sup>quot;all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

airtrave incurred	expenses (specify, for example rate/km and total km, class of l, etc). Only actual costs are recoverable. Proof of the expenses I must accompany certified invoices.  IPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
				R R R
6. 7.	Period required for commencement with project after acceptance of bid Estimated man-days for completion of project			
8.	Are the rates quoted firm for the full period of contract?		*YES/NO	
9.	If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.			
*[DELET	E IF NOT APPLICABLE]			
Any enqu	iries regarding bidding procedures may be directed to the –			
(INSERT	NAME AND ADDRESS OF DEPARTMENT/ENTITY)			
Tel:				
Or for tec	hnical information –			
(INSERT	NAME OF CONTACT PERSON)			
Tel:				

#### **SECTION F**

## **BIDDER'S DISCLOSURE**

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

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

  YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2.1	If so, furnish particulars:

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

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

2.3.1	If so, furnish particulars:

## 3 DECLARATION

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS

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

DECLARATION PROVE TO	O BE FALSE.	
Signature	Date	
Position	Name of bidder	

OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

## **SECTION G**

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

## INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

## 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  - (a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

Or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in subparagraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
  - Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

## 4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
  - a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;
  - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - f. the contractor will implement the business plans; and
  - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

	ion agreement is between the DTI and the successful bidder (contractor) and, therefore, purchasing institution.	, does
Bid number	Closing date:	
Name of bidder		
Postal address		
Signature	Name (in print)	
Date		

4.2

1.	DECL	ARATION WITH REGARD TO COMPANY/FIRM
	1.1	Name of company/firm:
	1.2	VAT registration number:
	1.3	Company registration number:
	1.4	TYPE OF COMPANY/ FIRM
		<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Company</li> <li>□ (Pty) Limited</li> <li>[TICK APPLICABLE BOX]</li> </ul>
	1.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
	1.6	COMPANY CLASSIFICATION
		<ul> <li>□ Manufacturer</li> <li>□ Supplier</li> <li>□ Professional service provider</li> <li>□ Other service providers, e.g. transporter, etc.</li> <li>[TICK APPLICABLE BOX]</li> </ul>
	1.7	Total number of years the company/firm has been in business:

## **SECTION H**

## **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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)

		TART TO BE TILLED IN BITT	TIE BIBBERY	
1.	institution)	supply all or any of the goods and/or works in accordance with the requirement of the second open for according time of bid.	ents and specifications stipulated in bid number.	·······
2.	The following documents	shall be deemed to form and be read and constru	ued as part of this agreement:	
	- Ta - Pri - Te - De - Sp	nts, viz vitation to bid; x clearance certificate; cing schedule(s); chnical Specification(s); claration of interest; ecial Conditions of Contract; ns of Contract; and		
3.	and/or works specified in	sfied myself as to the correctness and validity of non-the bidding documents; that the price(s) and rate(s) and calculations will be at my own risk.		
4.		y for the proper execution and fulfilment of all oblithe due fulfilment of this contract.	gations and conditions devolving on me under	this agreement
5.	I declare that I have no p	articipation in any collusive practices with any bide	der or any other person regarding this or any ot	her bid.
6.	I confirm that I am duly a	uthorised to sign this contract.		
	NAME (PRINT)			$\neg$
	CAPACITY		WITNESSES	
	SIGNATURE		1	

2.

NAME OF FIRM

DATE

SBD 7.1

## **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	reference num the annexure(	ber	in my cap .dated	oacity	as for the sup	pply of goo	ds/works indicated hereunder a	accept your bid under and/or further specified in
2.	An official orde	er indicating deliv	ery instructions is for	thcon	ning.			
3.	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.							
4.	I confirm that I	am duly authoris	sed to sign this contra	act.				
SIGNED	AT		ON					
NAME (F	PRINT) .							
SIGNAT	URE .							
OFFICIA	IL STAMP					WITNE	SSES	
						1.		
						2.		
						DATE		

## **CONTRACT FORM - RENDERING OF SERVICES**

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)

1.	I	hereby	undertake	to	render	services	described	in	the	attached	bidding	documents	to	(name	of	the
	ins	stitution)				in accord	dance with the	e req	uireme	ents and task	directives	/ proposals s	specific	ations sti	pulate	ed in
	Bio	d Number.			at the pric	e/s quoted.	My offer/s re	mair	bindir	ng upon me	and open fo	or acceptanc	e by th	e Purcha	ser du	uring
	the	e validity p	eriod indicate	d an	d calculat	ed from the	closing date	of the	e bid .	•		·	•			

- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Declaration of interest;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
- 3. 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.
- 4. 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 fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	 WITNESSES
CAPACITY	 WIINESSES
SIGNATURE	 1
NAME OF FIRM	 2
DATE	2

## **CONTRACT FORM - RENDERING OF SERVICES**

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	I						;	
2.	An official order indicating service delivery instructions is forthcoming.							
3.	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.							
4.	I confirm that I am duly authorised to sign this contract.							
SIGNED AT								
SIGNATURE								
OFFIC	IAL STAMP						WITNESSES	
							1	
							2	
							DATE:	

## **CONTRACT FORM - SALE OF GOODS/WORKS**

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)

1.	I hereby undertake to purchase all or any	of the goods and	d/or works des	scribed in the	attached bidd	ing documents	from (name of
	institution)	in accordance with	the requireme	ents stipulated i	n (bid numbe	r)	at the price/s
	quoted. My offer/s remain binding upon me	and open for acce	otance by the s	seller during the	validity perio	d indicated and	calculated from
	the closing time of bid.						

- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (vii) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Special Conditions of Contract;
  - (viii) General Conditions of Contract; and
  - (ix) Other (specify)
- 3. 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.
- 4. 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 fulfilment of this contract.
- 5. I undertake to make payment for the goods/works as specified in the bidding documents.
- 6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	
,	WITNESSES
CAPACITY	
OLONATURE	1
SIGNATURE	 3
NAME OF FIRM	
TO UNE OF THEM	 DATE:
DATE	

## **CONTRACT FORM - SALE OF GOODS/WORKS**

## PART 2 (TO BE FILLED IN BY THE SELLER)

1.	Ireference numb the annexure(s)	erdated	capacity asfor the purcha	se of goods	://works indicated hereund	accept your bid under er and/or further specified in			
2.	I undertake to make the goods/works available in accordance with the terms and conditions of the contract.								
	ITEM NO.	DESCRIPTION	PRICE (ALL APPI TAXES INCLU						
3.	I confirm that I a	m duly authorised to sign this con	tract.						
SIGN	ED AT	ON							
NAM	E (PRINT)								
SIGN	ATURE								
OFFI	CIAL STAMP			WITNESSE	ES				
				3					
				4					

DATE

.....

### **SECTION I**

#### **GENERAL CONDITIONS OF CONTRACT**

#### 1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

### 2. Application

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

#### 3. General

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

## 4. Standards

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

### 5. Use of contract documents and information; inspection.

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

## 6. Patent rights

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

## 7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 8. 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
- 9. a cashier's or certified cheque
  - 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

### 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

### 9. Packing

1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during

transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## 2. Delivery and documents

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

#### 3. Insurance

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

## 4. Transportation

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

#### 5. Incidental Services

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

## 6. 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:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 7. Warranty

7.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further

warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 7.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 7.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 7.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## 8. Payment

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

#### 9. Prices

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

## 10. Contract amendments

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

## 11. Assignment

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

### 12. Subcontracts

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

## 13. 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.
- 13.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay,

its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 13.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 13.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 13.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 13.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### 14. Penalties

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

### 15. Termination for default

- 15.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 15.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 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.
- 15.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 15.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 15.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;

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

### 16. Anti-dumping and countervailing duties and rights

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

## 17. Force Majeure

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

## 18. Termination for insolvency

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

## 19. Settlement of Disputes

- 19.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 19.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 19.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 19.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 19.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

## 20. Limitation of liability

- 20.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 21. Governing language

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

## 22. Applicable law

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

#### 23. Notices

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

## 24. Taxes and duties

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

## 25. 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.

## 26. 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).
- 26.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

### **SECTION J**

### SPECIAL CONDITIONS OF CONTRACT

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

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

#### 1. CONTRACT PERIOD

1.1 The contract period is 06 months

### 2. EVALUATION CRITERIA

There are (03 phases) main stages in the selection process, namely, ensuring that bids comply with administrative Compliance and the price.

### 2.1. Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

Criteria		Yes	No	Remarks
PART A	Invitation To Bid (SBD 1)			
PART B	Terms And Conditions For Bidding (SBD 1)			
SECTION A	Special Instructions Regarding Completion Of Bid			
SECTION B	Registration On Central Suppliers Database			
SECTION C	Declaration That Information On Central Suppliers			
SECTION D	Official Briefing Session Form			
SECTION E	Pricing Schedule (SBD 3)			
SECTION F	Declaration Of Interest (SBD 4)			
SECTION G	The National Industrial Participation Programme (SBD 5)			
SECTION M	General Conditions Of Contract			
SECTION N	Special Conditions Of Contract			
SECTION O	Authority To Sign The Bid			
SECTION P	Terms Of Reference / Specification			

### 3. BID APPEAL TRIBUNAL

#### PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website <a href="https://www.tenderbulletin.gov.za">www.tenderbulletin.gov.za</a>.

The address provided for the lodging of appeals is:

The Chairperson Bid Appeals Tribunal Private Bag X9082 Pietermaritzburg 3200

FAX NO.: (033) 897 4501

## **SECTION K**

## **AUTHORITY TO SIGN A BID**

# BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

# A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such
corporation shall be included with the bid, together with the resolution by its members authorizing a
member or other official of the corporation to sign the documents on their behalf.
By resolution of members at a meeting on
, whose
signature appears below, has been authorised to sign all documents in connection with this bid
on behalf of (Name of Close Corporation)
SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)
IN HIS/HER CAPACITY AS DATE:
SIGNATURE OF SIGNATORY:
WITNESSES: 1
2

### B. COMPANIES

**AUTHORITY BY BOARD OF DIRECTORS** 

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

By resolution passed by the Board of Directors on	
below) has been duly authorised to sign all documents in connecti	
(Name of Company)	
IN HIS/HER CAPACITY AS:	
SIGNED ON BEHALF OF COMPANY: (PRINT NAME)	
SIGNATURE OF SIGNATORY:	DATE:
WITNESSES: 1	
2	
C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)	
I, the undersigned	hereby confirm that I am the
sole owner of the business trading as	
	DATE

## D. PARTNERSHIP

The following particulars in re	espect of every partner must be fu	urnished and signed by every partner:
Full name of partner	Residential address	Signature
We, the undersigned partner	s in the business trading as	
hereby authorise		to sign this bid as well as any
contract resulting from the bi	d and any other documents and c	correspondence in connection
with this bid and /or contract	on behalf of	
SIGNATURE	SIGNATURE	SIGNATURE
	JOHATORE	JOHNIONE
DATE	DATE	DATE

## E CO-OPERATIVE

A certified	d copy of the	Constitution	of the	co-operative	must be	e included	l with t	he bid,	together	with th	ne resolu	tion by	its r	nembers	authorin	g a
member o	or other officia	l of the co-op	perative	to sign the b	id docu	ments on	their be	ehalf.								

By resolution of members at a meeting or	n 20 at	
	ne of co-operative)	
SIGNATURE OF AUTHORISED REPRE		
IN HIS/HER CAPACITY AS:		
DATE:		
SIGNED ON BEHALF OF CO-OPERATI	IVE:	
NAME IN BLOCK LETTERS:		
WITNESSES: 1		
F JOINT VENTURE		
enterprises, authorizing the representative	copy of the resolution/agreement passed/reached sives who sign this bid to do so, as well as to sign ection with this bid and/or contract on behalf of the j	any contract resulting from this bid and any other
AUTHORITY TO SIGN ON BEHALF OF	THE JOINT VENTURE	
By resolution/agreement passed/reached	d by the joint venture partners on20	,
Mr/Mrs	, Mr/Mrs	
Mr/Mrsduly authorised to sign all documents in c	and Mr/Mrsconnection with this bid on behalf of:	(whose signatures appears below) has been
(Name of Joint Venture)		
IN HIS/HER CAPACITY AS:		
SIGNED ON BEHALF OF COMPANY: (PRINT NAME)		
SIGNATURE:	DATE:	

IN HIS/HER CAPACITY AS:		
SIGNED ON BEHALF OF COMPANY:(PRINT NAME)		
SIGNATURE:	DATE:	
IN HIS/HER CAPACITY AS:		
SIGNED ON BEHALF OF COMPANY:(PRINT NAME)		
SIGNATURE:	DATE:	
IN HIS/HER CAPACITY AS:		
SIGNED ON BEHALF OF COMPANY:		
(PRINT NAME) SIGNATURE:	DATE:	
G. CONSORTIUM		
If a bidder is a consortium, a certified copy of the resolution/agreenterprises, authorizing the representatives who sign this bid documents and correspondence in connection with this bid and closing time and date of the bid.	d to do so, as well as to sign any	contract resulting from this bid and any other
AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM		
By resolution/agreement passed/reached by the consortium on	120	,
Mr/Mrs and Mr/Mrs been duly authorised to sign all documents in connection with the		(whose signatures appears below) has
(Name of Consortium)		
IN HIS/HER CAPACITY AS:		
SIGNATURE:	DATE:	

### **SECTION L**

## **Terms of Reference/ Specifications**

# PROVISION OF CLEANING SERVICE FOR A PERIOD OF 06 MONTHS AT MIDLANDS REGIONAL OFFICE

- 1. Requirements for sealing, addressing, delivery, opening and assessment of the tender are contained in the tender document.
- 2. The Department reserves the right not to award to the lowest bidder.
- 3. In addition, the Department will conduct a detailed risk assessment prior to the award of the bid.
- 4. Submission of the completed bid tender document together with all supporting tender documents must submitted with the bid at close of tender.
- 5. Late submissions will not be accepted.
- 6. Faxed or e-mailed bids are not accepted.
- 7. Only Bidders registered on the Central Suppliers Database and BCCCI or NCCA will be eligible to submit bids.

## NB: QOUTATION PRICE TO INCLUDE CLEANING MATERIAL AND EQUIPMENT

SCOPE OF CLEANING CONTRACT:				
Supervisor	1			
Cleaners	3			
Total Office Area	3348m <sup>2</sup>			
Number of Offices	75			
Number of Floors	2			
Number of Kitchens	9			
NUMBER OF BATHROOMS:				
Ladies	8			
Gents	6			
Disabled	3			

A: RECEPTION AREA/INFORMATION	
Spot brush and clean soil marks	Daily
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth	Daily
Dust desks and computers with a damp cloth	Daily
Wipe all telephones with a damp cloth with a suitably diluted disinfectant.	Weekly
Polish all wooden furniture	Weekly
Clean directory boards, picture frames and glasses	Monthly
Empty dust bins, waste paper baskets, wash and replaced plastic inners.	Daily
Filling of water cooler/dispenser	Daily

Spot clean marks from walls, doors, paint work and light switches	Monthly
Water all plants	2 X Weekly
Cleaning of counters	Daily
B: CLEANING OF ENTRANCES, FOYERS, CORRIDORS,	<u>I</u>
PASSAGES, AND FIRE ESCAPES	
Floor cleaner & polish to be supplied by contractor	Monthly
Clean floor according to type	Daily
Pick up, clean all waste receptacles and dispose of all litter.	Daily
Glass doors at the entrances must be cleaned with a damp cloth.	Daily
Spot clean all glass; windows, doors, door knobs and metal work and dust all accessible ledges to height of 2m.	Daily
Clean skirting & handrails	Weekly
Scrubbing, cleaning and polishing of staircases	Quarterly
Damp wash artificial plants	Weekly
Clean fire escape	Weekly
C: CLEANING OF BATHROOMS	
Cleaning cloths to clean toilets to be supplied by contractor	Monthly
Toilet brushes to be supplied	Once off
Wash wall tiles	Monthly
Wash and mop floors	Daily
Cleaning of mirrors	Daily
Tile cleaner (floor, walls) to be supplied by contractor	Monthly
Empty of dustbins	2 x Daily

Wash rubbish bin with an approved disinfectant	Daily
Bathrooms need to be cleaned (spots, urinals, basins & floors)	Daily
Toilet paper to be refilled to each toilet	2x Daily
D: CLEANING OF OFFICES/COMMITTEE ROOMS/BOARD ROOMS & A	AUDITORIUM
Dusting cloths to be supplied by contractor	Monthly
Polish for wooden furniture to be supplied by contractor	Monthly
Spot brush and clean soil marks	Monthly
Dust/wipe down all horizontal/vertical surfaces with a damp cloth	Daily
Dust desks and computers/printers/fax machine and air conditioners with a damp cloth	Daily
Wipe all telephones with a damp cloth with a suitably diluted disinfectant	Weekly
Polish all wooden furniture	Weekly
Clean directory boards, picture frames and glasses	Monthly
Empty dust bins, waste paper baskets, wash and replaced plastic inners	Daily
Washing of carpets and upholstered furniture for the whole building	when required
Damp wash vinyl covered furniture	Weekly
Spot cleans marks from walls, doors, paint work and light switches	Monthly
Apply liquid metal polish, to brass door handles, window stays and window fasteners	Monthly
Vacuum carpets thoroughly	Weekly
Clean notice boards	Daily
Damp wash water cooler	Daily
E: WINDOW CLEANING	

Clean both faces of partition glass	Monthly
Clean window seals on the interior & on the exterior	Monthly
Windowlene (or equivalent) for glass surfaces, mirrors, windows to be supplied by contractor	Monthly
Cleaning of windows above 2meter height	When required
F: CLEANING OF KITCHEN	
Jik (or equivalent) to be supplied by contractor	Monthly
Handy Andy (or equivalent) to be supplied by contractor	Monthly
Liquid soap & other related detergents to be supplied by contractor	Monthly
Kitchen cloths (drying & washing cloths) to be supplied by contractor	Monthly
Floor cleaner to be supplied by contractor	Monthly
Sweep floors and wash with antiseptic cleaning substance	Daily
Counters and sink to be washed & dried	Daily
Kitchen cloths to be washed	Daily
Kitchen cupboards must be cleaned with water and detergents	Daily
Microwave ovens must be washed with water and detergent	Daily
Fridge must be defrosted	When required
Cutlery and crockery used during the meeting must be cleaned	Daily or when required
Kitchen must be neat and tidy at all times	Daily
Wash drinking glasses/mugs/cups	Daily
Empty and clean dustbins & wash bins with an approved disinfectant	Daily
Damp wash blinds	When required
Damp wash kettle/urn inside and outside	Daily

Damp wash fridge outside	Daily	
Damp wash fridge inside	Monthly	
G: WASTE DISPOSAL		
Remove refuse to agreed location	Twice a day	
Rubbish should be taken to the collection point of the relevant municipality as prescribed on those days by the municipality to remove rubbish	Weekly	
Waste papers to be separated from other waste & remove waste on the outside bins ( car bays) to the relevant waste area	Weekly	
Supply refuse bags for all locations	Daily	
H: CLEANING OF STRONGROOM/ STORE ROOM		
Floor cleaner & polish to be supplied by contractor	Monthly	
Sweeping and mopping of floors	Weekly	
Dusting of filing cabinets and shelving	Daily	
Sweep with a mop sweeper or with a dust control mop	Daily	
Empty dust bins, waste paper baskets, wash and replaces plastic inners	Daily	
Spot clean marks from walls, doors, paint word, soil marks and light switches	Monthly	
Dust / wipe down all horizontal / vertical surfaces with a damp cloth	Daily	
Dust desks and computers with a damp cloth	Daily	
Wipe all telephones with a damp cloth with a suitable diluted disinfectant	Weekly	
Dust desks and computers with a damp clothe	Weekly	
Stock must be dusted on request	Monthly	
Dust wooden panel and partitions	Daily	

I: SERVING OF REFRESHMENTS DURING MEETINGS	
Assist with serving of tea/coffee/water/refreshments	When required
Prepare kettle, cups and saucers, coffee/tea/sugar/milk during boardroom meetings	When required
J: WASHING OF POOL VEHICLES (20 pool vehicles)	
Vacuum all pool vehicle inside, wipe & polish the interior of the vehicle, wash and apply pressure wash on the exterior of the vehicle and dry wipe the vehicle	Twice weekly
K: CLEANING OF THE QUAD AREA	
The whole quad area is to be swept, remove weed against the walls and in between the paving, remove papers and bird dirt	Once in two weeks