

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE

BID NUMBER: DBN21/09/02

ADVERT DATE: 17 SEPTEMBER 2021

CLOSING TIME: 11:00

CLOSING DATE: 20 OCTOBER 2021

BID/QUOTE PRICE: R100

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

The Tax Clearance Certificate for Bid Purposes from the Receiver of Revenue and the Invitation to Bid: PA-32 must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

BID DOCUMENTS MAY BE POSTED TO

BID SECTION
DEPARTMENT OF PUBLIC WORKS
Private Bag X 54315
DURBAN
4000

ATTENTION: BID SECTION: ROOM NO. 5
(ACCESS IMMEDIATELY NEXT TO MAIN ENTRANCE &
SECURITY CONTROL TO PROCUREMENT BANKING HALL)

Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid/quote.

OR

THE BID DOCUMENTS MAY BE DEPOSITED IN A BID BOX
OUTSIDE ROOM NO. 5, AT SCM BANKING HALL/TENDER BOX
HALL, CNR WEST (DR PIXLEY KASEME) AND ALIWAL (SAMORA
MACHEL) STREETS, DURBAN

Technical enquiries: Mr. Sipho Masuku 031-314 7312 / 071 365 6408

Administrative Enquiries: Ms Sibongile Shangase at (031 314 7323) /Ms Senzeni Masondo at (031 314 7078)

The Durban Regional Office of the Department of Public Works is open Mondays to Fridays: **07:30 – 12:45 / 13:30 – 16:00.**

For Tender purchasing cashier's office is open Mondays to Fridays: **07:30 – 12:45/ 13:30 – 14:00.**

NB.: Late Bids/Quotes will, as a rule will NOT be accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

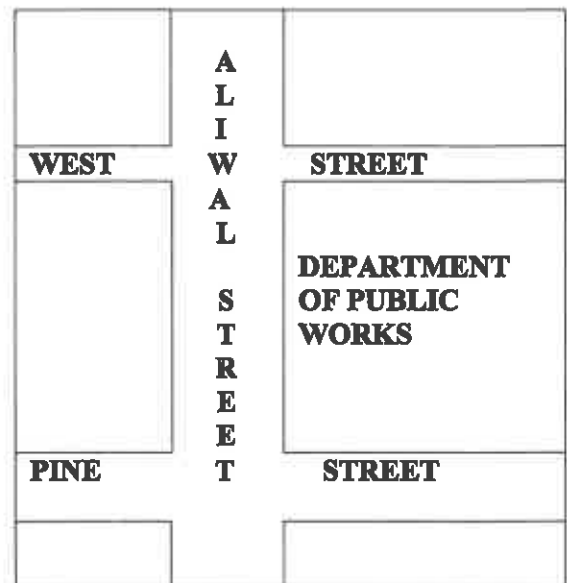
SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE WITH BID/QUOTE NUMBER & CLOSING DATE CLEARLY MARKED.

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/bids/>
Map DRO Nov 2005



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DBN21/09/02	CLOSING DATE:	20/10/2021	CLOSING TIME:	11h00
DESCRIPTION	JUSTICE: PONGOLA MAGISTRATE COURT; 36 MONTHS CLEANING & HYGIENE SERVICES				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Corner West (Dr. Pixley KaSeme) & Aliwal (Samora Machel) Streets, Durban					
OR POSTED TO:					
National Department Of Public Works					
Private Bag X54315, Durban, 4001					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[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	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
		[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		

FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) All delivery costs must be included in the bid price, for delivery at the prescribed destination.
- c) The price that appears on this form is the one that will be considered for acceptance as a firm and final offer.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies



DPW-04.2 (GS): - 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: Contract Form completed by the Service Provider:

1. 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 **DBN21/09/02** 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.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 Invitation to bid (PA - 03: GS)
 Pricing schedule(s)
 Filled in task directives / proposal
 Preference Certificates in terms of the PPPFA regulations 2017 (PA -16)
 Declaration of Interest (PA -11)
 Special Conditions of Contract;
 - (ii) General Conditions of Contract; (PA -10) and
 - (iii) 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.

Part 2: Contract Form completed by the Purchaser:

1. I **Sipho D. Masuku** in my capacity as **Project Leader** accept your bid under reference number **19/2/3/2/12/566** dated **Insert date** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
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.



Description of service:	Price (VAT inclusive)	Completion date:	B-BBEE Status Level Contributor

SIGNATURES OF THE CONTRACTING PARTIES:

Thus done and signed at _____ on _____

Name of signatory
hereof warrants_____
for and behalf of the **Department of Public Works** who
by signature authorization hereto_____
Capacity of signatory_____
as Witness_____
Name of signatory_____
for and behalf of the **Bidder** who by signature
hereof warrants authorization hereto_____
Capacity of signatory_____
as Witness

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF *CLEANING AND HYGIENE SERVICES*

Project title:	DEPARTMENT OF JUSTICE: PONGOLA – 36 MONTHS CLEANING AND HYGIENE SERVICES		
Bid no:	DBN21/09/02		
Advertising date:	17/09/2021	Closing date:	20/10/2021
Closing time:	11h00	Validity period:	60 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
<input checked="" type="checkbox"/>	No compulsory attendance of Site Briefing Meeting.
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
<input checked="" type="checkbox"/>	Complete and sign PA-36 Local Production and Content Declaration and Annexure C.
<input checked="" type="checkbox"/>	Submission of copy of BCCCI / NCCA certificate, valid as at the time of closing. Submission of Letter Of Good Standing (COIDA). (All subject to verification)
<input checked="" type="checkbox"/>	Submission of original Sworn B-BBEE Affidavit, signed by EME representative, attested by the Commissioner Of Oaths, B-BBEE certificate issued by CIPC, or a copy of SANAS approved B-BBEE certificate, valid as at the time of closing. (Subject to verification)
<input checked="" type="checkbox"/>	Compulsory submission of: <ul style="list-style-type: none"> Public Liability Letter Of Good Standing (COIDA) for Cleaning Services category Company must be registered with Department Of Labour for UIF

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <div> <input checked="" type="checkbox"/> Level 1 or <input type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3 or </div>
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <div> <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women </div>



	<input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;
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This bid will be evaluated according to the preferential procurement model in the PPPFA:
(Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

Note: Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	60%
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Functionality criteria:	Weighting factor:										
Experience: Bidders must attach completion letter, indicating completed project, as well as the value of the project, with contactable references as proof of prior experience pertaining to contract cleaning and hygiene services project successfully executed within the last five (05) years.											
<table> <tr> <td>Projects to the value between R 160 000 and R 320 000</td><td>10 Points</td></tr> <tr> <td>Projects to the value between R 321 000 and R 481 000</td><td>20 Points</td></tr> <tr> <td>Projects to the value between R 482 000 and R 642 000</td><td>30 Points</td></tr> <tr> <td>Projects to the value between R 643 000 and R 803 000</td><td>40 Points</td></tr> <tr> <td>Project valued from R 804 000 and above</td><td>50 Points</td></tr> </table>	Projects to the value between R 160 000 and R 320 000	10 Points	Projects to the value between R 321 000 and R 481 000	20 Points	Projects to the value between R 482 000 and R 642 000	30 Points	Projects to the value between R 643 000 and R 803 000	40 Points	Project valued from R 804 000 and above	50 Points	50%
Projects to the value between R 160 000 and R 320 000	10 Points										
Projects to the value between R 321 000 and R 481 000	20 Points										
Projects to the value between R 482 000 and R 642 000	30 Points										
Projects to the value between R 643 000 and R 803 000	40 Points										
Project valued from R 804 000 and above	50 Points										
Locality Bidders must attach proof of business address (Lease Agreement, Councillor's Letter, Induna, Inkosi, or a Municipal Bill)											
<table> <tr> <td>Service provider operating within 250km and above</td><td>05 Points</td></tr> <tr> <td>Service provider operating within 200km to 249km</td><td>10 Points</td></tr> <tr> <td>Service provider operating within 150km to 199km</td><td>15 Points</td></tr> <tr> <td>Service provider operating within 100km to 149km</td><td>20 Points</td></tr> <tr> <td>Service provider operating within 99km or less</td><td>25 Points</td></tr> </table>	Service provider operating within 250km and above	05 Points	Service provider operating within 200km to 249km	10 Points	Service provider operating within 150km to 199km	15 Points	Service provider operating within 100km to 149km	20 Points	Service provider operating within 99km or less	25 Points	25%
Service provider operating within 250km and above	05 Points										
Service provider operating within 200km to 249km	10 Points										
Service provider operating within 150km to 199km	15 Points										
Service provider operating within 100km to 149km	20 Points										
Service provider operating within 99km or less	25 Points										
Ownership If more than one option appears, a bidder will be allocated the maximum points. Submission of PA-04 Medical Certificate as proof of disability.											
<table> <tr> <td>Other Companies</td><td>15 Points</td></tr> <tr> <td>Co-Operatives / Military Veterans / Women</td><td>20 Points</td></tr> <tr> <td>Owned by people with disabilities</td><td>25 Points</td></tr> </table>	Other Companies	15 Points	Co-Operatives / Military Veterans / Women	20 Points	Owned by people with disabilities	25 Points	25%				
Other Companies	15 Points										
Co-Operatives / Military Veterans / Women	20 Points										
Owned by people with disabilities	25 Points										
Total	100 Points										

**Minimum functionality score to qualify for further evaluation:****60%**

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

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

- The points scored by a tenderer in respect of the level of BBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address **Dept. Of Public Works, Cnr. West/Allwal Streets, Durban**. A non-refundable bid deposit of R 100.00 is payable, (Cash only) is required on collection of the bid documents.
- ☐ A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at on starting at. Venue. (if applicable)

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Sipho D. Masuku	Telephone no:	031 – 314 7312
Cell no:	071 365 6408	Fax no:	086 695 1857
E-mail:	Sipho.masuku@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

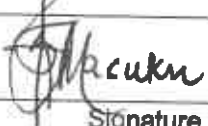


Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms –

BID DOCUMENTS MAY BE POSTED TO: THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 54315 Durban 4001 ATTENTION: PROCUREMENT SECTION: ROOM 5 POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT	OR	DEPOSITED IN THE TENDER BOX AT: Cnr. Samora Machel & Dr. Pixley KaSeme Streets Dept Of Public Works Dr. Pixley KaSeme Street Room 5
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COMPILED BY:

Sipho Masuku		A.O.	14/09/2021
Name of Project Leader	Signature	Capacity	Date

**PA-09 (GS): LIST OF RETURNABLE DOCUMENTS**

Project title:	DEPARTMENT OF JUSTICE OFFICES: PONGOLA: 36 MONTHS TERM CONTRACT FOR CLEANING AND HYGIENE SERVICES		
Project Leader:	Sipho D. Masuku	Bid / Quote no:	DBN21/09/02

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
DPW-04.2(GS): Contract Form: Rendering Of Services	02 Pages	<input type="checkbox"/>
PA-04(GS): Notice And Invitation To Bid	04 Pages	<input type="checkbox"/>
PA-09: List Of Returnable Documents	01 Pages	<input type="checkbox"/>
PA-10(FM): Conditions Of Contract	10 Pages	<input type="checkbox"/>
PA-11: Declaration Of Interest And Bidders Past Supply Chain Management Practices	04 Pages	<input type="checkbox"/>
PA-14: Medical Certificate For The Confirmation Of Permanent Disabled Status	01 Pages	<input type="checkbox"/>
PA-15.1: Resolution of Board Of Directors	02 Pages	<input type="checkbox"/>
PA-15.2: Resolution Of Board Of Directors To Enter Into Consortia Or Joint Venture	02 Pages	<input type="checkbox"/>
PA-15.3: Special Resolution Of Consortia Or Joint Venture	03 Pages	<input type="checkbox"/>
PA-16: Preference Certificate	05 Pages	<input type="checkbox"/>
PA-29: Certificate Of Independent Bid Determination	04 Pages	<input type="checkbox"/>
Submission of completed and signed Site Inspection Certificate	01 Pages	<input type="checkbox"/>
Submission of signed Specification For Cleaning & Hygiene Services	22 Pages	<input type="checkbox"/>
Submission of certified copy of BCCCI / NCCA Certificate, valid as at the time of closing. Please note that the Department Of Public Works has a right to verify compliance with the Cleaning Bargaining Council and failure to comply with their terms and regulations may lead to termination of the contract.	01 Pages	<input type="checkbox"/>
Submission of copies of registration documents of the company (CK1, CK2 or CR10)	02 Pages	<input type="checkbox"/>
PA-40: Declaration Of Designated Groups For Preferential Procurement	02 Pages	<input type="checkbox"/>
Successful bidder will be required to submit proof of Public Liability and a Safety Plan, which will be checked and verified by the Department, within 21 days of award	Pages	<input type="checkbox"/>
PA-32 Invitation To Bid	03 Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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



- 1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **"Project site"** where applicable, means the place indicated in bidding documents.
- 1.21. **"Purchaser"** means the organization purchasing the goods.
- 1.22. **"Republic"** means the Republic of South Africa.
- 1.23. **"SCC"** means the Special Conditions of Contract.
- 1.24. **"Services"** means those functional services 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

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

3. General

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

4. Standards

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

5. Use of contract documents and Information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6.** Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7.** Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8.** The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1.** The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2.** The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1.** The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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.

22. Penalties

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

23. Termination for default

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

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

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

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

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

23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.

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

- i) The name and address of the supplier and/or person restricted by the purchaser;
- ii) The date of commencement of the restriction
- iii) The period of the restriction; and
- iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or 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.

25. Force Majeure

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

26. Termination for Insolvency

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

27. Settlement of Disputes

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

(a) the parties shall continue to perform their respective obligations under contract unless they otherwise agree; and

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

28. Limitation of Liability

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



PA-10: General Conditions of Contract (GCC)

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

- 34.1 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).
- 34.2 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.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Name of Bidder	Signature	Date

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	DEPARTMENT OF JUSTICE: PONGOLA: 36 MONTHS CLEANING & HYGIENE SERVICES		
Bid no:	DBN21/09/02	Reference no:	19/2/3/2/12/566

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (If applicable)

--

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder² ect

3.4 Company Registration Number:

3.5 Tax Reference umber:.....

3.6 VAT Registration Number:

- 3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?

☐ YES ☐ NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person

is connected to the bidder is employed

Position occupied in the state institution:.....

Any other particulars:

.....
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?

☐ YES ☐ NO

3.8.1 If so, furnish particulars:.....

.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

☐ YES ☐ NO

3.9.1 If so, furnish particulars.

.....
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

evaluation and or adjudication of this bid?

☐ YES: ☐ NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

☐ YES ☐ NO

3.11.1 If so, furnish particulars:

.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	If so, furnish particulars:		



5.3	Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title:	DEPARTMENT OF JUSTICES OFFICES: PONGOLA - 36 MONTHS TERM CONTRACT FOR CLEANING AND HYGIENE SERVICES		
Tender / Bid no:	DBN21/09/02	Reference no:	19/2/3/2/12/566

I, _____ (surname and name),

Identity number, _____ do hereby declare that I am a registered medical

practitioner, with my practice number being _____ practising at

_____ (Physical or postal addresses)

declare that I have examined Mr. / Ms. _____

identity number _____ and have found the said person to be

permanently disabled or having a recurring disability.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being." –

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ 20____

Signature _____

Date _____

OFFICIAL STAMP OF
MEDICAL PRACTITIONER

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

(project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

15			
16			
17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. NB: This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

(code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*



B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under Item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under Item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____



	Name	Capacity	Signature
1			
2			
3			
4			
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13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in Item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

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

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

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

1. GENERAL CONDITIONS

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

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

1.2.

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....80/20.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3. Points for this bid shall be awarded for:

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

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

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

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

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



2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

For Internal Use

Effective date April 2018

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

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

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

5. BID DECLARATION

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

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

- 1.1. B-BBEE Status Level of Contributor:..... =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 1.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
 - The name of the sub-contractor.....
 - The B-BBEE status level of the sub-contractor.....
 - Whether the sub-contractor is an EME or QSE
- (Tick applicable box)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION 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

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

1.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

1.6. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

- 1.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

SIGNATURE(S) OF BIDDERS(S)

DATE:
 ADDRESS

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	DEPARTMENT OF JUSTICE OFFICES: PONGOLA - 36 MONTHS TERM CONTRACT FOR CLEANING AND HYGIENE SERVICES		
Bid no:	DBN21/09/02	Reference no:	19/2/3/2/12/566

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

³ 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.

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.

Name of Bidder	Signature	Date	Position



PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedtl.gov.za/Industrial development/ip.jsp](http://www.thedtl.gov.za/Industrial%20development/ip.jsp) at no cost.



1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods Stipulated minimum threshold

Uniform 100%

_____ %

_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.



ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content(x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 3 of 4



result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: **DATE:** _____

WITNESS No. 1 **DATE:** _____

WITNESS No. 2 **DATE:** _____

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

	EU	GBP
<p> <input type="text"/> </p>	<p> <input type="text"/> </p>	<p> <input type="text"/> </p>

[illegible]

(C20) Total tender value R

	(C21) Total Exempt Imported content R
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value net of exempt imported content R

(C23) Total

(C24) To

(C25) Average local con

Signature of tenderer from Annex B

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. DBN

(D2) Tender description: _____

(D3) Designated Product: _____

(D4) Tender Authority: _____

(D5) Tendering Entity name: _____

(D6) Tender Exchange Rate: _____ Pula

Note: VAT to be excluded from all calculations

EU R 9,00 GBP R 12,00

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

Calculation of foreign currency payments				
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

(E1)	Tender No.	DBN
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

[illegible]

(E9) Total local products (Goods, Services and Works) R

(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R O
-------	--------------------------------------	--	-----

This total must correspond with Annex C - C24

Date: _____

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

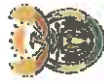
Name of Tenderer ☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise
² QSE: Qualifying Small Business Enterprise



2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

TENDER DBN21/09/02

RETURNABLE DOCUMENTS

AND

TERMS OF REFERENCE

FOR THE

APPOINTMENT OF SERVICE PROVIDER

TO

RENDER CLEANING & HYGIENE SERVICES

FOR 36 MONTHS

AT PONGOLA MAGISTRATE COURT

DOJ - KZN

**APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF
CONTRACT CLEANING & HYGIENE SERVICES AT THE DEPARTMENT OF
JUSTICE OFFICES FOR A PERIOD OF 36 MONTHS**

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

Reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

1. INTRODUCTION

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

2. DURATION OF CONTRACT

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

Also note that certain equipment's are required to perform cleaning and gardening service on site, but this equipment you will vacate with it when the contract expires.

- 02 Vacuum Cleaners
- 01 Floor Polisher Machine
- 05 Wringer Buckets
- 08 Wet Sign Boards
- 04 Window Squeegees

3. SUBMISSION REQUIREMENTS

3.1 Bidders must be registered with the Bargaining Council for the Contract Cleaning Services Industry (BCCI) in KZN. Contractors must comply with current cleaning rates of BCCCI when completing Bill of Quantity for employees' salaries. Failure to compliance with BCCCI rates, for employees' salaries will be disqualified.

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

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

4. CONTRACTUAL ASPECTS

4.1 The terms of this specification and all contracts emanating therefrom will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

4.2 Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.

4.3 The bid document, together with the specifications contained in this document, shall constitute part of the Contract.

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

Reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

4.4 Bidders shall not perform any work or render any services in terms of the Contract unless in receipt of a written instruction to this effect by the Department.

4.5 The successful bidder must advise the Regional Manager: Department of Public Works immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

5. WORK SCHEDULE

5.1 The official working hours for this contract, will be from 06:00 to 15:30, Monday to Friday. Lunch break between 12:00 to 13:00 will be permitted.

5.2 The service required in terms of this bid will be for week days only, therefore, not required on weekends or public holidays. Absence from work must be managed internally by the successful bidder and not hamper service delivery.

6. MINIMUM REQUIREMENTS

6.1 Bidders need to take account of the cleaning standards and norms as per **Schedule A** which must be applied during the course of the services.

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

7. NATURE AND SCOPE OF SERVICES TO BE RENDERED

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

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

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

8. EVALUATION METHODOLOGY

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Reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

- 8.1 Bids will be subjected to the responsiveness criteria as per the PA-01 form to determine which bid responses are compliant or non-compliant with the bid specification and requirements issued by the Department as part of the bid process.
- 8.2 Responsive bids will, thereafter, be evaluated against the criteria and weights for functionality depicted.

Evaluation of Functionality												
	Criteria	Weight										
1	<p>Experience</p> <ul style="list-style-type: none">○ Bidders must attach Appointment Letter, with contactable references, indicating the period and the value of the cleaning project, as prior experience pertaining to contract cleaning projects successfully executed (Completion Letter is compulsory) <p><i>Projects valued from R 800 713</i></p>	50%										
2	<p>Locality</p> <table><tr><td>Service Provider operating within 250 km & above</td><td>05 Points</td></tr><tr><td>Service Provider operating within 200 km radius</td><td>10 Points</td></tr><tr><td>Service Provider operating within 150 km radius</td><td>15 Points</td></tr><tr><td>Service Provider operating withIn 100 km radius</td><td>20 Points</td></tr><tr><td>Service Provider operating within 50 km radius</td><td>25 Points</td></tr></table>	Service Provider operating within 250 km & above	05 Points	Service Provider operating within 200 km radius	10 Points	Service Provider operating within 150 km radius	15 Points	Service Provider operating withIn 100 km radius	20 Points	Service Provider operating within 50 km radius	25 Points	25%
Service Provider operating within 250 km & above	05 Points											
Service Provider operating within 200 km radius	10 Points											
Service Provider operating within 150 km radius	15 Points											
Service Provider operating withIn 100 km radius	20 Points											
Service Provider operating within 50 km radius	25 Points											
3	<p>Ownership:</p> <table><tr><td>Other Companies</td><td>05 Points</td></tr><tr><td>Co-Operatives / Military Veterans</td><td>15 Points</td></tr><tr><td>Owned By People With Disabilities</td><td>25 Points</td></tr></table>	Other Companies	05 Points	Co-Operatives / Military Veterans	15 Points	Owned By People With Disabilities	25 Points	25%				
Other Companies	05 Points											
Co-Operatives / Military Veterans	15 Points											
Owned By People With Disabilities	25 Points											
	Total	100										
	Minimum Threshold	60%										

- 8.3 Bids that score 60% or less of the points for functionality will be eliminated from further consideration.
- 8.4 Thereafter, only qualifying bids are evaluated in terms of the 80/20 preference points system, where the 80 points will be used for price and the 20 points are awarded to the bidder for attaining B-BBEE status level contributor in accordance with the table depicted on the PA-01.

9. PRICING

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

Reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

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

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

9.1.4 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form. Bidders' attention is drawn to **Schedule E** to assist them in compiling their bid price. The items listed in the schedule are not exhausted and bidders must allow for any or all other requirements in order to effect the necessary cleaning services.

10. SPECIFICATIONS & STANDARDS

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

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

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

11. ORDERS

10.1 This specification and other submitted bid documents and the signed Offer and Acceptance will constitute the Contract between the successful bidder and the Department.

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

12. PAYMENTS

11.1 Payment will be made monthly on submission of an **Original Valid Invoice** for the services rendered.

11.2 **Original Valid Invoices and delivery notes** must be placed in a sealed envelope addressed to **The Department of Public Works** and deposited in the invoice boxes provided on the ground floor Public Works Building Corner Aliwal and West Street.

11.3 The original valid invoice must indicate / include the unique number for which month's payment is claimed, and must reflect the Order Number, contractor's

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Reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

banking details, full company name, SARS Income Tax Number, VAT Number (where vendor is registered) and signature of the contractor.

- 11.4 The original valid invoice must be submitted at the beginning of the first week of each month.
- 11.5 Payment shall be made by bank transfer into the successful bidder's bank account within 30 days after receipt of an acceptable, original and valid tax invoice.
- 11.6 The successful bidder shall be responsible for accounting to the appropriate authorities for its income tax, VAT, or other moneys required to be paid in terms of the applicable law.

13. DISCLAIMER

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

14. ABSENCE OF OBLIGATION

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

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

- 15.1 In the event that the Department fails to pay the Contractor without valid reason, for 90 days, the contractor may cancel the contract by giving the Department three (3) months written notice of such cancellation.
- 15.2 In case where the successful bidder fails to commence with the contracted work/service within seven (7) days of receiving an official notification the Department may cancel the contract.
- 15.3 The Department reserves the right to terminate the contract in the event of the contractor failing to comply with applicable statutory obligations.
- 15.4 The Department reserves the right to terminate the contract in the event of persistent and unresolved complaints regarding poor service delivery from the user Departments.
- 15.5 Notwithstanding any other provision contained herein the Department shall be entitled to terminate this contract in the event of at least three written

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Reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

notifications during the currency of this contract having been furnished to the contractor requiring the latter to remedy his / her default.

15.6 For purposes of this contract a "written notification" shall include a notification transmitted by e-mail or facsimile.

16. OTHER

Inquiries can be directed as follows:

Bid Enquiries : Tel:
Specification Enquiries : Sipho D. Masuku
Tel: 031 – 314 7312

SCHEDULE A

CLEANING STANDARDS AND NORMS

#	REQUIREMENTS	YES	NO	COMPLY IF "NO", INDICATE DEVIATIONS
1.	Cleaning Detergents <ul style="list-style-type: none"> Ammoniated liquid detergent cleaners shall comply with SABS 1225 Acidic water bowl cleaner in powder or granule form shall comply with SABS 1256 Liquid acidic cleaner for sanitary ware shall comply with SABS 1257 			
2.	Disinfections <ul style="list-style-type: none"> Disinfectant liquids of the coal tar type shall comply with SABS 47 Disinfectant containing stabilised chlorine shall comply with SABS 643 Detergent disinfectants based on stabilised inorganic chlorine compound shall comply with SABS 1032 Disinfectants used for automatic dispensers to toilets and urinals shall comply with CKS 459 			
3.	Polish <ul style="list-style-type: none"> The Bidder will be advised by DPW representative which furniture to be polished 			
4.	Finishers (Walls & Floors) <ul style="list-style-type: none"> Vinyl tiles, flooring shall be cleaned in accordance with SABS 1224 Floor sealer for vinyl flooring will comply with SABS 1042 applied in accordance with the manufacturer's instructions Ceramic tiles must be cleaned with normal tile cleaner Wipe and strip wooden wall finishes with approved detergent complying with SABS 			

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Reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

	<p>525</p> <ul style="list-style-type: none"> o Tile surfaces are to be cleaned with approved detergent complying with SABS 525 o All cleaning and maintenance of floor shall be carried out in accordance with SABS Code 0170 o Screed floor tiles to be cleaned with approved detergent complying with SABS 525 o Laminated floor covering to be cleaned with approved detergent complying with SABS 525 			
5.	<p>Carpets</p> <ul style="list-style-type: none"> o All carpets must be vacuumed, cleaned daily with industrial standard equipment 			
6.	<p>Dusting, Wiping, Clean, etc.</p> <ul style="list-style-type: none"> o Wipe all surfaces areas with a clean damp cloth o All ornaments, window sills needs to be dusted o Turnstiles to be cleaned and polished o Non-slip polish to be used on all surfaces 			
7.	<p>Overall Requirements</p> <ul style="list-style-type: none"> o Provide adequate vacuum cleaners, brooms, mops, dusters, cloths, detergents and cleaning trolleys o Attached list of proposed equipment to be used o Attached Organogram indicating the proposed team for this contract 			
8.	<p>Personnel Requirement</p> <ul style="list-style-type: none"> o Conduct business in a courteous and professional manner o Ensure that all personnel working under this contract are in good health and pose no risk to any DPW employees o Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and that can be clearly identified o Ensure that all personnel under this contract are adequately trained prior to the commencement of the contract o Ensure that replacement staff is available should the need arise o Ensure that DPW is informed of any removal and replacement of personnel o All personnel must be SA Citizens and DPW reserves the right to validate citizenship 			
9.	<p>General Conditions</p> <ul style="list-style-type: none"> o Equipment brought onto or used on site will be in compliance with the Occupational 			

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Reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

	Health and Safety Act and any Regulations promulgated in terms of this Act and the standard instructions of DPW			
	o Provide all personnel working under this contract with adequate Personnel Protective Equipment (PPE) and clothing and to ensure these items are worn at all times			
	o Comply with the relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc.			
	o DPW will not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract			
	o DPW will not accept responsibility for accounts / expenses incurred by the Service Provider that was not agreed upon by the contracting parties			
	o All broken / damaged items such as toilet seats, taps, etc. must be reported to the Court Manager for urgent attention			
	o All cleaning equipment such as brooms, mops, cloths must be cleaned with an applicable disinfectant on a daily basis			

SCHEDULE B

SCOPE OF WORK

DESCRIPTION	FREQUENCY
OFFICES, WAITING AREAS, BOARDROOMS, CUBICLES, COURT ROOMS, ETC.	
Furniture:	
o Wipe work stations and filing cabinets	Daily
o Clean / dust chairs	Weekly
o Wipe and dust Boardroom tables	Daily
o Vacuum upholstered chairs	Weekly
Internal Glazed:	
o Wipe glazed doors, including handles and frames	Daily
o Wipe glazed windows, including frames	Daily
Carpet Floor Covering:	
o Vacuum	Daily
o Spot clean marks	Daily

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

Reference to the word "contractor" herein or in any other documentation shall be construed to have the same meaning as the word "supplier".

o Deep cleaning carpets	Twice per Annum
o Deep cleaning of high traffic areas	As and when required
Wall Cleaning:	
o Clean internal walls	Adhoc
o Passage walls	Adhoc
Floor Cleaning:	
o Broom sweep and wash floor tiles	Daily
Telephones	
o Dust and damp-wipe telephones, including cables, etc.	Weekly
Curtains & Blinds:	
o Wipe and dust blinds	Weekly
o Vacuum curtains	Weekly
Plants:	
o Water plants	Weekly
o Clean artificial plants and plant containers	Weekly
Wipe / clean light switches, door handles and air condition diffuses	Weekly
Dust / wipe / clean office automation (fax machines, photocopiers, etc.)	Weekly
Dust / wipe / clean computers	Daily
HALL AND TELLER'S COUNTERS	
Floor / wooden tiles:	
o Broom sweep and wash tiles	Daily
o Machine scrub	Monthly
o Strip tiles	Monthly
Dust / wipe / clean office automation (fax machines, photocopiers, etc.)	Weekly
Dust / wipe / clean computers	Daily
Wipe / clean security glass at teller's counters	Daily
Wipe / clean security entrance cubicle glass, doors and handles	Daily
Wipe down walls, doors, vending machines, public telephone booths and furniture	Daily
Wipe / clean light fittings, light switches, pictures and mirrors	Daily
Dust / wipe / clean reception and security furniture	Daily

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

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Dust / wipe / clean access control equipment (e.g. x-ray machines and metal detectors)	Daily
Empty, clean and disinfect waste bins	Daily
Clean artificial plants and plant containers (if applicable)	Weekly
Water plants (if applicable)	Weekly
Vacuum carpets (if applicable)	Daily
Dust / wipe blinds and vacuum curtains (if applicable)	Weekly
Wipe / clean directory boards	Weekly
KITCHEN	
Replenish hand towels	Daily
Floor / wooden tiles:	
o Broom sweep and wash tiles	Daily
o Machine scrub	Monthly
o Strip tiles	Monthly
Wipe / clean and disinfect appliances	Daily
Wipe down / clean and disinfect inside cupboard and doors	Daily
Wipe / clean and disinfect kitchen zinc	Daily
Wipe / clean and disinfect kitchen utensils, cutlery and crockery	Daily
LIFTS	
Broom sweep floor	Daily
Wipe all Mirrors	Daily
Wash and clean floor	Daily
Damp-Wipe control panel and all vertical surfaces	Daily
ENTRANCE HALL	
Floor / wooden tiles:	
o Broom sweep and wash tiles	Daily
o Machine scrub	Monthly
o Strip tiles	Monthly
Wipe down walls, doors, vending machines, public telephone booths and furniture	Daily
Wipe / clean light fittings, light switches, pictures and mirrors	Daily
Dust / wipe / clean reception furniture	Daily

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

Reference to the word “contractor” herein or in any other documentation shall be construed to have the same meaning as the word “supplier”.

Dust / wipe / clean access control equipment (e.g. x-ray machines and metal detectors)	Daily
Empty, clean and disinfect waste bins	Daily
Clean artificial plants and plant containers (if applicable)	Weekly
Water plants (if applicable)	Weekly
Vacuum carpets (if applicable)	Daily
Dust / wipe blinds and vacuum curtains (if applicable)	Weekly
ABLUTION FACILITIES	
○ Clean and was all urinals, wash hand basins and water closets	Daily
○ Wipe all Mirrors	Daily
○ Clean down and wipe all toilet doors	Daily
○ Replenish soap dispensers	Continuously
○ Place toilet rolls in dispensers	Continuously
○ Refill automated air fresheners (if applicable)	Daily
○ Replenish hand towels	Continuously
○ Empty SHE bins	Weekly
Floor Tiles:	
○ Broom sweep and wash floor tiles	Daily
○ Machine scrub	Monthly
○ Strip tiles	Monthly
Wall tiles splash backs:	
○ Wash tiles	Daily
COORIDORS / PASSAGES	
Floor Tiles:	
○ Broom sweep and wash floor tiles	Daily
○ Machine scrub	Monthly
○ Strip tiles	Monthly
○ Polish floors	Monthly
Dust / wipe / clean furniture, walls, doors, handles, cupboard doors, vending machines, public telephone booths, counter tops	Daily
Polish public benches	Weekly
Clean artificial plants and plant containers (if applicable)	Weekly

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

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Water plants (if applicable)	Weekly
STORE ROOM	
Broom sweep, wash floors and vacuum	Daily
WASTE DISPOSAL	
Clean and empty all waste bins and receptacles	Daily
Wash all waste bins and receptacles	Weekly
WINDOWS	
Dust / clean / wash window sills	Daily
Cleaning of windows (internal and external)	Quarterly
Cleaning inter-office windows	Weekly
Removal of all bird droppings on windows	Weekly
CELLS AND HOLDING AREAS	
Broom sweep floors	Daily
Wash and disinfect walls and doors	Weekly
Empty, clean and disinfect waste bins	Daily
Deep cleaning holding areas and cells	Monthly
Deep cleaning of toilets	Monthly
Clean and disinfect toilet bowls and urinals	Daily
Remove graffiti marks	As and when required
Dust / clean metal bars	Daily
DEEP CLEANING TOILETS	
Cleaning toilets by spray	Monthly
PEST CONTROL	
Ants (Spray)	Monthly
Cockroaches (Spray)	Monthly
Rats (Pallets)	Monthly
GROUND'S UPKEEP	
Dispose of all litter	Daily
Broom sweep yard	Weekly

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

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Hose wash hard standing	Twice Monthly
REFUSE AREA / ROOM	
Broom sweep, clean, wash and disinfect refuse room / area	Weekly
Ensure refuse bins is ready for pick up by Municipality / removal company	Weekly
Clean, Wash and disinfect drains	Daily
Wipe down, clean and disinfect walls	Weekly
Wash and disinfect refuse bins	Weekly
BASEMENT AREA (If applicable)	
Broom sweep floors	Weekly
FIRE ESCAPE STAIRS (If applicable)	
Broom sweep floors	Weekly
GENERAL (ALL AREAS)	
Damp-wipe signage (of various sizes)	Weekly
Dust picture frames (of various sizes)	Twice Weekly
Spot clean finger marks from paintwork and light switches	Daily
Vacuum blinds	Monthly
Wipe and clean finger, water, coffee marks, etc. on all surfaces	Daily
Clean hand rails	Weekly
Clean and polish all upright metal fittings	Weekly
Wipe all internal doors	Weekly
Wipe all metal and timber shelves	Monthly
Dust light fittings	Twice Monthly
Wash / clean external entrance façade and pillars	Monthly
Wipe / clean external notice boards	Weekly
Remove graffiti marks	As and when required

SITE INFORMATION: SCHEDULE C

The information provided is done in good faith by the Department. The Department does not accept any liability for the correctness thereof. The bidder must indicate compliance with the veracity of all information contained on site and conversances with the onsite conditions.

PMB MASTER COURT

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

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Number of Floors	01
Number of Ablution Facilities	2 Blocks
Number of Toilets – Male Public	02
Number of Toilets – Female Public	03
Number of Toilets – Female staff	03
Number of Toilets – Male staff	02
Number of Kitchens	00
Number of Offices	
Number of Storerooms	
Conference room	01
Filling room	
Approximate total number of visitors per day	125
Approximate total number of permanent officials	
Buildings	2,562sqm

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

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SCHEDULE D (PART 1)

PRICING SCHEDULE

PONGOLA MAGISTRATE COURT

- NB:** 1. THIS SECTION MUST BE COMPLETED IN FULL AND IS TO BE SUBMITTED TOGETHER WITH THE BID.
2. FAILURE TO COMPLETE THIS SECTION WILL RESULT IN DISQUALIFICATION FROM THE BIDDING PROCESS.
3. COMPLY WITH BCCCI SALARY RATES FOR EMPLOYEE'S

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

1.1 This below rates include the following: Actual Monthly Wages, Annual Bonus, Provident Fund, UIF, BCCCI Levies, Uniforms, Family Responsibility Leave, NCCA, COIDA, & Annual Leave. Therefore your rate must include the above - mentioned, failure to do so will result for being disqualified and not compliant.

SCHEDULE D (PART 2) PRICING SCHEDULE

YEAR ONE

POSITION	BCCCI RATES (refer on 1.1 above)	QTY	SALARY	SALARIES FOR WORKERS IN A MONTH
Cleaners: Year 1	R_____ P/H	04	R	R
Supervisor	R_____ P/H	01	R	R
Total Salaries and Allowances for 05 Cleaners Per Month				R
Total Salaries: 12 Months				R

YEAR TWO

POSITION	BCCCI RATES (refer on 1.1 above)	QTY	SALARY	SALARIES FOR WORKERS IN A MONTH
Cleaners: Year 1	R_____ P/H	04	R	R
Supervisor	R_____ P/H	01	R	R
Total Salaries and Allowances for 05 Cleaners Per Month				R
Total Salaries: 12 Months				R

D0J – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

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YEAR THREE

POSITION	BCCCI RATES (refer on 1.1 above)	QTY	SALARY	SALARIES FOR WORKERS IN A MONTH
Cleaners: Year 1	R_____ P/H	04	R	R
Supervisor	R_____ P/H	01	R	R
Total Salaries and Allowances for 03 Cleaners Per Month				R
Total Salaries: 12 Months				R
Add Total Salaries for Year 01, Year 02 & Year 03.				
Total Salaries Over 36 Months				R

2. CLEANING MATERIAL 3 YEARS BREAKDOWN

2.1 Cleaning Materials:			
YEAR ONE	QTY	COSTS PER ITEM	TOTAL AMOUNT
➤ Floor Polish 25Lt	02	R	R
➤ Dishwashing Liquid Soap 25Lt	01	R	R
➤ Refuse Bags 20 Pack	04	R	R
➤ Pink Hand Soap 25Lt	01	R	R
➤ Germitol 25Lt	01	R	R
➤ Handy Andy 25Lt	01	R	R
➤ Jeyes Fluid 25Lt	01	R	R
➤ Toilet Paper 48	01	R	R
➤ Hand Paper Towel (Box)	10	R	R
➤ Deo Blocks 05Kg	03	R	R
➤ Mr. Min/Pledge 300ml	01	R	R

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

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➤ Pine Gel 25Lt	12	R	R
➤ Steel Wool 500g	01	R	R
➤ White Floor Wax Polish 5Lt	01	R	R
➤ Bleach 5Lt	01	R	R
➤ Red Wax Floor Polish 10Lt	01	R	R
Total Cost for Cleaning Materials: Per Month			R _____
Total Cost for Cleaning Materials: 12 Months			R _____
2.2 Cleaning Materials: YEAR TWO	QTY	COSTS PER ITEM	TOTAL AMOUNT
➤ Floor Polish 25Lt	02	R	R
➤ Dishwashing Liquid Soap 25Lt	01	R	R
➤ Refuse Bags 20 Pack	04	R	R
➤ Pink Hand Soap 25Lt	01	R	R
➤ Germitol 25Lt	01	R	R
➤ Handy Andy 25Lt	01	R	R
➤ Jeyes Fluid 25Lt	01	R	R
➤ Toilet Paper 48	01	R	R
➤ Hand Paper Towel (Box)	10	R	R
➤ Deo Blocks 05Kg	03	R	R
➤ Mr. Min/Pledge 300ml	01	R	R
➤ Pine Gel 25Lt	12	R	R
➤ Steel Wool 500g	01	R	R
➤ White Floor Wax Polish 5Lt	01	R	R
➤ Bleach 5Lt	01	R	R
➤ Red Wax Floor Polish 10Lt	01	R	R

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

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Total Cost for Cleaning Materials: Per Month			R _____
Total Cost for Cleaning Materials: 12 Months			R _____
2.3 Cleaning Materials: YEAR THREE	QTY	COSTS PER ITEM	TOTAL AMOUNT
➤ Floor Polish 25Lt	02	R	R
➤ Dishwashing Liquid Soap 25Lt	01	R	R
➤ Refuse Bags 20 Pack	04	R	R
➤ Pink Hand Soap 25Lt	01	R	R
➤ Germitol 25Lt	01	R	R
➤ Handy Andy 25Lt	01	R	R
➤ Jeyes Fluid 25Lt	01	R	R
➤ Toilet Paper 48	01	R	R
➤ Hand Paper Towel (Box)	10	R	R
➤ Deo Blocks 05Kg	03	R	R
➤ Mr. Mr/Pledge 300ml	01	R	R
➤ Pine Gel 25Lt	12	R	R
➤ Steel Wool 500g	01	R	R
➤ White Floor Wax Polish 5Lt	01	R	R
➤ Bleach 5Lt	01	R	R
➤ Red Wax Floor Polish 10Lt	01	R	R
Total Cost for Cleaning Materials: Per Month			R _____
Total Cost for Cleaning Materials: 12 Months			R _____
			R _____

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

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Total Costs for Cleaning Material Over 36 Months			
2.4 Consumables (Quarterly)	QTY	COSTS PER ITEM	TOTAL AMOUNT
➤ Floor Stripper 25Lt	03	R	R
➤ Yellow Dusters (Pkt. Of 3)	03	R	R
➤ Feather Dusters	03	R	R
➤ Window Cleaner 05Lt	02	R	R
➤ Steel Wool Rolls 500g	03	R	R
➤ Mops With Wooden Handle	03	R	R
➤ Household Brooms	03	R	R
➤ Latex Gloves (Box)	01	R	R
Total Cost for Quarterly Consumables: 36 Months			R _____
2.5 Hygiene Services	QTY	COSTS PER ITEM	TOTAL AMOUNT
➤ Sanitary Bins (Serviced Weekly)	07	R	R
➤ Air Fresheners With Batteries	07	R	R
Total Cost for Hygiene Services: Per Month			R _____
Total Cost for Hygiene Services: 36 Months			R _____

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

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FINAL SUMMARY PAGE

- NB:** 1. THE TOTAL BID PRICE FOR THIS SERVICE MUST INCLUDE ALL LABOUR AND MATERIAL REQUIRED FOR THE PROPER EXECUTION OF THE WORK AND SHALL BE CARRIED OVER TO THE BID FORM WHICH MUST BE RETURNED TOGETHER WITH THIS DOCUMENT
2. THE VALIDITY PERIOD IS 60 CALENDER DAYS FROM THE CLOSING HOUR AND DATE OF THE

BUILDING: PONGOLA MAGISTRATE COURT	PAGE NO.	AMOUNT
Total Cleaning Materials: 36 Months		R
Quarterly Consumables Costs: 36 Months		R
Hygiene Services Costs: 36 Months		R
Sub Total		R
Overheads: 36 Months		R
Vat @ 15%		R
Profit		R
Subtotal		R
Safety File		R
Labour Costs: 36 Months		R
GRAND TOTAL: To be Transferred to PA- 32		R

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

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SCHEDULE E

CHECKLIST FOR COMPILING BID PRICE

This schedule is inserted to assist bidders in compiling the bid price. The listed items are provided to indicate to the bidders what the minimum is that should be allowed for in the bid. The items as listed are not necessarily exhausted and bidders may add to the list as it suits their requirements. Bidders must therefore make allowance for any other items in their bid price in order to effect the necessary cleaning services.

The information provided is done in good faith by the Department. The Department does not accept any liability for the correctness thereof. All bidders must indicate compliance with the veracity of all information contained in the bid, conversances with the onsite conditions and that they have the capacity to fulfil the requirements of this bid.

In compiling the bid price, the bidders' attention is drawn to, but not limited to the items as listed below.

It must be borne in mind that the quantities must be for the duration of the contract.

CHECKLIST FOR COMPILING BID PRICE
Labour Costs: <ul style="list-style-type: none">o Salary (One staff member per 850m² is considered average)o UIF Pension / Provident Fundo Supervisoro Replacement for staff: Leave, sick leave, etc.) Uniforms for Staff: <ul style="list-style-type: none">o ID Cardso Shoeso Overall –Dress (Ladies) and / or Suit (Men)
Material (Chemicals / Consumables) <p><u>Do not forget to make allowances for:</u></p> <p>Hand soap / liquid soap for soap dispensers; brasso; Handy Andy (or equal); deo block 100 gram round blocks; furniture polish – Mr Min (or equal); disinfectant pine / germitol/calpine; Jeyes fluid, liquid bleach; liquid window cleaning detergent; graffiti remover; cement cleaner; mutton cloth; heavy duty black bags; red pads for polisher; black pads for polisher; floor sealer; floor stripper; penlight AA batteries, etc.</p>
Equipment and Machinery: <p><u>Do not forget to make allowances for:</u></p> <p>Polisher; scrubbing machine; extension leads; industrial vacuum cleaners; polish applicator; caution signboards (e.g. "floor wet", "slippery"); dust pan; medium platform broom (soft / hard); household broom; rubber hand gloves; mop; bucket; toilet brush; trolley, yellow dusters; all-purpose scrubbing brush steel wool</p> <p>NB: Has allowance been made for equipment / machinery at each site?</p>

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Toilet Paper and hand Towels:

A continued supply of toilet paper, hand towels and soap must be supplied to all ablution facilities.

NB: Toilet paper: single ply, white only, 1st grade – 500 sheet, SABS code 174 – minimum requirement

Window Cleaning:

Has allowance been made for internal and external cleaning of windows?

SCHEDULE F**CLEANING MATERIALS LIST AND PRODUCT DATA SHEET**

ITEM	PRODUCT NAME	CODE	SABS APPROVED (Y/N)	SUPPLIER NAME
Chemical Useable:				
Floor liquid cleaner				
Hand Soap / liquid for dispensers				
Brasso				
Handy Andy or of equal quality				
Deo blocks or of equal quality				
Furniture polish – Mr Min or of equal quality				
Disinfectant pine / germitol / calpine or of equal quality				
Jeyes fluid or of equal quality				
Liquid bleach				
Liquid window cleaning detergent				
Graffiti remover				

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Cement cleane				
Liquid soap				
Mutton Cloth				
Heavy duty black bags				
Red pads for polisher				
Black pads for pollsher				
Floor sealer				
Floor stripper				
Drain / trap cleaner				
Sanitiser/disinfectant for gullies/gutters/ channels				
General surface disinfectant/ cleaner				
Toilet Paper:				
Toilet paper (single ply, white only, 1 st grade – 500 sheet, code 174) – minimum requirement to be supplied				
Paper hand Towel:				
Paper Hand Towels (Kimdri)				

DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/566:

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