

**TENDER NO: PT20/011**



**public works  
& infrastructure**

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**Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA**

**PRETORIA: PROVISIONING OF CLEANING SERVICES AT  
ATTERIDGEVILLE MAGISTRATE COURT FOR A PERIOD  
OF 24 MONTHS (EPWP PROJECT)**

**ADVERT DATE: 01 APRIL 2021**

**CLOSING DATE: 05 MAY 2021**

**TECHNICAL ENQUIRIES: MS M LAMANI**

**TEL: 012 310 5948/ 079 877 7758**

**GENERAL ENQUIRIES: MR J NKAMBULE**

**012 310 5028**

**PRICE OF DOCUMENT: R200.00**

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF *CLEANING SERVICE AT THE PRETORIA NORTH MAGISTRATE COURT FOR A PERIOD OF 24 MONTHS (EPWP PROJECT)*

Project title:	<i>PROVISION OF CLEANING SERVICES AT THE ATTERIDGEVILLE MAGISTRATE COURT FOR A PERIOD OF 24 MONTHS (EPWP PROJECT)</i>		
Bid no:	PT20/011		
Advertising date:	01/04/2021	Closing date:	05/05/2021
Closing time:	11:00	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. In case of Joint Venture Bidders must complete and submit separate PA-11
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	<i>Registration on National Treasury's Central Supplier Database (CSD)</i>
<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"/>	Use of correction fluid is prohibited.
<input type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
<input checked="" type="checkbox"/>	Submission of DPW 07 form of Offer and Acceptance
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
<input checked="" type="checkbox"/>	Original or Certified certificate of good standing in respect UIF from Department of Labour that is attested by Commissioner of Oath that is not older than 06 months.
<input checked="" type="checkbox"/>	Original or Certified letter of good standing in respect of COIDA from Department of Labour that is attested by Commissioner of Oath that is not older than 06 months.
<input checked="" type="checkbox"/>	Certified ID copies of company director(s) that is attested by Commissioner of Oath that is not older than 06 months.

<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> <li>PA 40 should be completed and be attached as part of returnable documents. In case of JV, the bidder must submit separate PA-11 and also in case of JV, the bidder must submit original or originally certified consolidated B-BBEE certificate accredited by SANAS, DTI or Sworn Affidavit that is attested by Commissioner of Oath that is not older than 06 months.</li> <li>Bidder to submit a valid, original certified B-BBEE certificate accredited by SANAS, DTI or Sworn Affidavit that is attested by Commissioner of Oath that is not older than 06 months.</li> <li>In case where the bidder submit B-BBEE Sworn Affidavit, it must be originally and attested by the Commissioner of Oath that is not older than 06 months.</li> <li>Submission of (DPW-07); Form of offer and acceptance that is fully completed and signed.</li> <li>Submission of (DPW-09); Particulars of tenderers projects.</li> <li>The tenderer will be required to submit a fully completed and signed BOQ provided by Department of Public Works and Infrastructure.</li> </ul>
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**Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below**

<input checked="" type="checkbox"/>	<p>A tenderer having stipulated minimum B-BBEE status level of contributor:</p> <p><input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3</p>
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	<p>A tenderer subcontracting a minimum of 30% to:</p> <p><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  <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;</p>

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:	50%
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Functionality criteria:	Weighting factor:
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<p><b>1. PROVISION OF CLEANING EQUIPMENTS</b></p> <p>1.1 The bidder should attach a list of equipment dedicated to the execution of the project, signed by the authorised company representative or a signed written commitment to <b>“BUY or HIRE”</b> on a letter head.</p> <p>1 x Delivery vehicle with proof of ownership 2 x High speed buffing machines/Polishers 4 x 30lt Industrial vacuum machines 11 x Double bucket Trolley Mops 10 x Window kits</p> <p><b>5 = Submission of all listed equipment</b> <b>0 = Non Submission of all listed equipment above</b></p>	<p>35%</p>
<p><b>2. Bank Rating</b></p> <p>2.1 The bidder must submit an <b>original bank rating with bank stamp or a certified copy of such a letter</b> which is not older than six months at the closing of the tender.</p> <p>Rating A = 5 Points Rating B = 4 Points Rating C = 3 Points Rating D = 2 Points Rating E = 1 Point</p> <p><b>None of the above, the bidder will be allocated zero points.</b></p>	<p>10%</p>
<p><b>3. PREVIOUS EXPERIENCE AND REFERENCES</b></p> <p>3.1. Reference and Appointment letters for cleaning projects of similar scope of work for at least 1 or 2 years term period completed to the value of R1 Million Rand and above. Reference and Appointment letters should be on a company letterhead with traceable contact details</p> <p><b>5 = 5 reference letters and appointment letters of projects rendered for similar scope of work of R1 Million per project</b></p> <p><b>4 = 4 reference letters and appointment letters of projects rendered for similar scope of work of R1 Million per project</b></p> <p><b>3 = 3 reference letters and appointment letters of projects rendered for similar scope of work of R1 Million per project</b></p> <p><b>2 = 2 reference letters and appointment letters of projects rendered for similar scope of work of R1 Million per project</b></p> <p><b>1 = 1 reference letter and appointment letter of project rendered for similar scope of work of R1 Million per project</b></p> <p><b>0= Non submission of the above</b></p>	<p>35%</p>
<p><b>4. HUMAN RESOURCES</b></p> <p>4.1 The bidder must submit a signed written commitment to provide human resources as per specification 11 cleaners 1 Supervisor (Attach CV with a minimum of 3 years' experience, original certified ID copies) and 1 Project Manager (Attach CV with a minimum 4 years' experience, original certified ID copies).</p> <p><b>5= 11 cleaners + 1 Supervisor + 1 Project Manager</b> <b>0= Non submission of the above</b></p>	<p>20%</p>
<p><b>Total</b></p>	<p><b>100 Points</b></p>

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 BBBEE 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](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address **Cnr Nana Sita & Thabo Sehume Street, 251 AVN Building**. A non-refundable bid deposit of R **200** is payable, (Cash only) is required on collection of the bid documents.
- A **select** pre bid meeting with representatives of the Department of Public Works will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**. Venue **insert venue**. (if applicable)

**ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:**

DPW Project Leader:	Modiehi Lamani	Telephone no:	012 310 5948
Cell no:	079 877 7758	Fax no:	
E-mail:	Modiehi.lamani@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 –

<p><b>BID DOCUMENTS MAY BE POSTED TO:</b></p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X X229 <i>Pretoria</i> <i>0001</i></p> <p>ATTENTION: <b>PROCUREMENT SECTION: ROOM G03</b></p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p><b>DEPOSITED IN THE TENDER BOX AT:</b></p> <p><i>CNR NANA SITA &amp; THABO SEHUME</i> <i>AVN BUILDING</i> <i>PRETORIA</i> <i>G03</i></p>
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**COMPILED BY:**

M LAMANI		PROJECT LEADER	<i>31/03/2021</i>
Name of Project Leader	Signature	Capacity	Date

## DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE

Tender no: PT20/011

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:  
**PROVISION PF CLEANING SERVICES AT THE ATTERIDGEVILLE MAGISTRATE COURT FOR A PERIOD OF 24 MONTHS (EPWP PROJECT)**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies ) IS:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	R

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:** (cross out block which is not applicable)

Company or Close Corporation: ..... ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number: .....	OR	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number: .....
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**AND WHO IS (if applicable):**

Trading under the name and style of: .....

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b> A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

Tender no:

**WITNESSED BY:**

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents .....
- The official alternative .....
- Own alternative (only if documentation makes provision therefore)

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

**SECURITY OFFERED:**

The Service Provider will provide one of the following forms of security:

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes  No
- (3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes  No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

Bank Account No. .... Branch Code .....

Registration No of Tenderer at Department of Labour .....

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.



**Tender no:**

**The terms of the contract, are contained in:**

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

Tender no:

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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

<b>Project title:</b>	PRETORIA: PROVISIONING OF CLEANING SERVICES AT ATTERIDGEVILLE MAGISTRAYTE COURT FOR A PERIOD OF 24 MONTHS (EPWP PROJECT)		
<b>Project Leader:</b>	MS M. LAMANI	<b>Bid / Quote no:</b>	PT20/011

**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)*

<b>Bid Document Name:</b>	<b>Number of Pages:</b>	<b>Returnable document:</b>
PA-04 (GS) NOTICE AND INVITATION TO BID	5 Pages	<input type="checkbox"/>
DPW-07 (FM) FORM OF OFFER AND ACCEPTANCE	4 Pages	<input type="checkbox"/>
PA-10 (FM) CONDITIONS OF CONTRACT	18 Pages	<input type="checkbox"/>
PA-11 DECLARATION OF INTEREST AND BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES	4 Pages	<input type="checkbox"/>
PA-15.1 RESOLUTION OF BOARD OF DIRECTORS	2 Pages	<input type="checkbox"/>
PA15.2 RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES	2 Pages	<input type="checkbox"/>
PA-15.3 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES	3 Pages	<input type="checkbox"/>
PA-16 PREFERENCE POINTS CLAIM	6 Pages	<input type="checkbox"/>
PA-29 CERTIFICATE OF INDEPENDENT BID DETERMINATION	4 Pages	<input type="checkbox"/>
PA-40 DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	2 Pages	<input type="checkbox"/>
DPW-09 PARTICULARS OF TENDERS' PROJECTS	2 Pages	<input type="checkbox"/>
SPECIFICATION	24 Pages	<input type="checkbox"/>
BILL OF QUANTITIES	2 Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
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	Pages	<input type="checkbox"/>

<b>Name of Bidder</b>	<b>Signature</b>	<b>Date</b>

**FACILITIES MANAGEMENT**

**CONDITIONS OF CONTRACT (DPW)**

**SEPT. 2005 VERSION 1**



## PA-10 (FM): CONDITIONS OF CONTRACT

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## 1. DEFINITIONS

- 1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 1.1.1. "Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.
- 1.1.2. "Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;
- 1.1.3. "Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;
- 1.1.4. "Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;
- 1.1.5. "Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;
- 1.1.6. "Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;
- 1.1.7. "Contract Period" is from Commencement Date for the period stated in the Contract Data;
- 1.1.8. "Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;
- 1.1.9. "Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;
- 1.1.10. "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;
- 1.1.11. "Day" means a calendar day;
- 1.1.12. "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;
- 1.1.13. "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;
- 1.1.14. "Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;
- 1.1.15. "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;
- 1.1.16. "Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;
- 1.1.17. "Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.

- 1.1.18. "Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;
- 1.1.19. "Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;
- 1.1.20. "Parties" means the Employer and the Service Provider;
- 1.1.21. "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
- 1.1.22. "Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.23. "Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;
- 1.1.24. "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;
- 1.1.25. "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;
- 1.1.26. "Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.27. "Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

## 2. INTERPRETATION

- 2.1. In this Contract, except where the context otherwise requires:
  - 2.1.1 The masculine includes the feminine and the neuter, vice versa;
  - 2.1.2 The singular includes the plural; and vice versa
  - 2.1.3 Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.
- 2.2. The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 2.4. The various parts of the Contract are severable and may be interpreted as such.
- 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
- 2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.





## 6. SERVICE MANAGER

- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.
- 6.2. The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.
- 6.3. Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.
- 6.4. The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.

## 7. SECURITY

- 7.1. The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.
- 7.2. Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).

## 8. SECURITY CLEARANCE

- 8.1. In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.
- 8.2. It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.

## 9. CONFIDENTIALITY

- 9.1. The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:
  - 9.1.1 the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or
  - 9.2.1 the Employer shall be entitled to cancel the Contract
- 9.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:
  - 9.2.1 employees, officers and directors of the Service Provider; and
  - 9.2.2 any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.

- 9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.
- 9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.

## **10. AMBIGUITY IN DOCUMENTS**

- 10.1. The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.

## **11. INSURANCES**

- 11.1. It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.

## **12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES**

- 12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).
- 12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data
- 12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.
- 12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.
- 12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

## **13. PROGRAMME**

- 13.1. The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.
- 13.2. The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.
- 13.3. A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.

- 13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.

**14. SUBCONTRACTING**

- 14.1. The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.
- 14.2. Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.

**15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

- 15.1. The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.
- 15.2. The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.

**16. COMPLIANCE WITH LEGISLATION**

- 16.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.
- 16.2. All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.
- 16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.
- 16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.
- 16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.
- 16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.

**17. REPORTING OF INCIDENTS**

- 17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.
- 17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.
- 17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.
- 17.4. The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.

- 17.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible

## 18. NUISANCE

- 18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.
- 18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

## 19. MATERIALS, WORKMANSHIP AND EQUIPMENT

- 19.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.
- 19.2. The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.
- 19.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.
- 19.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices
- 19.5. Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

## 20. URGENT WORK

- 20.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.
- 20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.
- 20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.
- 20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

## 21. INDEMNIFICATIONS

- 21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:
- 21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;
- 21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;

21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.

21.2. The Employer accepts liability for all acts or omissions of its employees, agents or representatives.

## 22. VARIATIONS

22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.

22.2. No variation by the Employer of whatever nature shall vitiate the Contract.

22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.

22.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.

22.5. Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

22.6. If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.

22.7. The Additional Services will be valued at the rates in the Pricing Data.

## 23. IDENTIFIED PROJECTS

23.1. The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.

23.2. The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.

23.3. Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

23.4. If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.

23.5 In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

- (a) describe the services/works required to be executed by the Service Provider under the Identified Project;
- (b) state the due commencement and completion dates of the relevant identified Project;
- (c) state the total cost of the relevant Identified Project as agreed to between the Parties; and
- (d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6 Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.

- 23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.
- 23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

- V = Delays due to rain in calendar days in respect of the calendar month under consideration.
- Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded
- Rw = Actual rainfall in mm for the calendar month under consideration.
- Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.
- Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.
- X = 20, unless otherwise provided in the project specifications.
- Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc - Nn) calendar days, where Nc = number of days calendar days in the month under consideration

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.

The factor  $(R_w - R_n) \div X$  shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

- 23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.
- 23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.
- 23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

## 24. SUSPENSION OF THE SERVICES

- 24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.
- 24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.
- 24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

## 25. PENALTY FOR NON-PERFORMANCE

- 25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,
- 25.1.1 delays in performing any of the Services;
- 25.1.2 fails to perform any of the Services;
- 25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.
- 25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.



- 25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.
- 26. PAYMENTS**
- 26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.
- 26.2 The Service Provider shall submit a monthly certificate taking into account the following:
- 26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;
  - 26.2.2 adjustments in terms of the pricing data;
  - 26.2.3 additional work rendered by the Service Provider;
  - 26.2.4 CPAP adjustment where stated in the Contract Data; and
  - 26.2.5 VAT. Vat will be indicated separately in all documents.
- 26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1.25%, whichever is applicable, of the Contract Sum (excl. VAT)
- 26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.
- 26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:
- (1) deductions for penalties;
  - (2) deductions for overpayments;
  - (3) deductions for retention
  - (4) deductions for damages.
- 26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.
- 26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.
- 26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.
- 26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.
- 26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.
- 26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.



- 26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.
- 26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

## 27. RELEASE OF SECURITY

- 27.1 If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.
- 27.2 If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:
- 27.2.1 annually in equal portions, subject to 27.2.2 and 27.2.3;
- 27.2.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;
- 27.2.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.
- 27.3 If the form of security selected is:
- (a) a retention of 2.5% of the Contract Sum (excl. VAT); or
- (b) a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),

then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:

- 27.3.1 annually in equal portions, subject to 27.3.2 and 27.3.3;
- 27.3.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;
- 27.3.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

## 28. OVERPAYMENTS

- 28.1 If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

## 29. COMPLETION

- 28.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.
- 29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.
- 29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:

29.3.1 The Guarantee shall be returned, if applicable.

29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

### **30. ASSIGNMENT**

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

### **31. INDULGENCES**

31.2 No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.

### **32. OWNERSHIP AND PUBLICATION OF DOCUMENTS**

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

32.6 All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

### **33. BREACH OF CONTRACT**

33.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:

33.1.1 Enforce strict compliance with the terms and conditions of the Contract;

- 33.1.2 To terminate this Contract without prejudice to any other rights it may have;
  - 33.1.3 To suspend further payments to the Service Provider;
  - 33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.
- 33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.
- 33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:
- 33.3.1 enforce strict compliance with the terms and conditions of the Contract; or
  - 33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.
- 34. STOPPAGE AND/OR TERMINATION OF CONTRACT**
- 34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.
- 34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:
- 34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;
  - 34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;
  - 34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;
  - 34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;
  - 34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or
  - 34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;
- 34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.
- 34.4 Further, the Contract shall be considered as having been terminated:
- 34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or
  - 34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider
- 34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:



- 34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.
- 34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

## 35. DISPUTE RESOLUTION

- 35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.
- 35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.
- 35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.
- 35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.
- 35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.
- 35.7 If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.
- 35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.
- 35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.
- 35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

## 36. GENERAL

- 36.1 This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.
- 36.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

## 37. DOMICILIUM CITANDI ET EXECUTANDI

- 37.1 The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.
- 37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.
- 37.3 Any notice in terms of the conditions of the Agreement must either be:
- 37.3.1 delivered by hand during normal business hours of the recipient; or
  - 37.3.2 sent by prepaid registered post to the address chosen by the addressee.
- 37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:
- 37.4.1 if hand-delivered on the date of delivery;
  - 37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.
- 37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.
- 37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.

## 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.

<b>Project title:</b>	<b><i>PROVISION OF CLEANING SERVICES AT THE ATTERIDGEVILLE MAGISTRATE COURT FOR A PERIOD OF 24 MONTHS (EPWP PROJECT)</i></b>		
<b>Bid no:</b>	<i>PT20/011</i>	<b>Reference no:</b>	

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 State<sup>1</sup>; 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, shareholder<sup>2</sup> 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.

<sup>1</sup> "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.

<sup>2</sup> "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? <b>(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).</b>	<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)? <b>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.</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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-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:**

- 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)

- \*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			
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14			



Resolution of Board of Directors: PA-15.1

15			
16			
17			
18			
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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)



Resolution of Board of Directors to enter into Consortia or Joint Ventures: PA-15.2

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
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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
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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 AND THE AMENDED B-BBEE CODES.**

### 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. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	<b>80</b>
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

## Preference Points Claim for Bids: PA-16

1.7 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.

1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under



Preference Points Claim for Bids: PA-16

Pmin = Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

5.1 In terms of Regulation 6(2) and /or 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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

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

Preference Points Claim for Bids: PA-16

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

**8 SUB-CONTRACTING (relates to 5.5)**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

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		
<b>OR</b>		
Any EME		
Any QSE		

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]



Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 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 contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 BIDDER(S)

DATE:.....

ADDRESS:.....



## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	PROVISION OF CLEANING SERVICES AT THE ATTERIDGEVILLE MAGISTRATE COURT FOR A PERIOD OF 24 MONTHS (EPWPPROJECT)		
Bid no:	PT20/011	Reference no:	

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe 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:

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.



## Certification of Independent Bid Determination: PA-29

<sup>2</sup> 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:





### Certification of Independent Bid Determination: PA-29

- (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 consortium<sup>3</sup> 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



### Certification of Independent Bid Determination: PA-29

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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer .....  EME<sup>1</sup>  QSE<sup>2</sup>  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 (R) / Under Developed Area (UD) / Township (T) / Urban (U).	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"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<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"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<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"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<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"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<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"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<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"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<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"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<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"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<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"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<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"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<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"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<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"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<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)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

## PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

### 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

## DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	PRETORIA: PROVISIONING OF CLEANING SERVICES AT ATTERIDGEVILLE MAGISTRATE COURT FOR A PERIOD OF 24 MONTHS (EPWP PROJECT)		
Tender / quotation no:	PT20/011	Closing date:	05/05/2021
Advertising date:	01/04/2021	Validity period:	60 days

### 1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

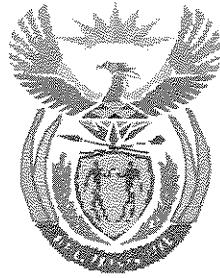
#### 1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

**1.2. Completed projects**

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature	Date



public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS

**A 24 MONTHS TERM CONTRACT, FOR THE  
RENDERING OF CLEANING SERVICE AT  
ATTERIDGEVILLE MAGISTRATE COURT**

**NO 1 MATSHIKGA STREET, ATTERIDGEVILLE**

This is a (EPWP) Extended Public Works Program opportunity tender.

Representative: Ms M Lamani  
Office hours Tel: (012) 310 5948  
Cell: 079 877 7758

## ADDITIONAL DETAILS AND GENERAL INSTRUCTIONS REGARDING THIS QUOTATION

### 1. Time frame and location

A 24 months term contract for rendering of daily cleaning services and deep cleaning services at Department of Justice sites through EPWP programme.

### 2. Description of tender / Scope of works

**NB: THESE ARE ONLY MINIMUM GUIDELINES, EXACT QUANTITIES CANNOT BE GIVEN OR ESTIMATED. CONTRACTOR WILL BE RESPONSIBLE TO SUPPLY SUFFICIENT REQUISITES AT ALL TIME DURING THE CONTRACT PERIOD.**

#### Scope of Cleaning Contract

\*Approximate area to be cleaned: 7 200m<sup>2</sup>

Including mobile offices

i. Number Of Floors	2
ii. Number Of Toilets/Urinals	24
iii. Number Of Tea Kitchens	2
iv. Number Of Levels Of Basement	1
v. Any Other (Specify)	Pavements

#### Occupants

\*State Approximate Total Occupants at Any One Time

Permanent staff ±120

Visitors per day ±400

### 3. Site compulsory inspection (as advertised in the Gov. Gazette)

### 4. Guidelines

÷ 1000 m<sup>2</sup> per cleaner

÷ ±20 packets/bales of (48) of toilet rolls per month



÷

## **5. Task descriptions :**

### **5.1 Dusting**

**5.1.1** Unless otherwise stated, the under-mentioned should be dusted with a soft cloth or duster which is commercially available for this purpose, so that it is, in the opinion of the State, clean every day.

**5.1.2** Stock in storerooms should be dusted on request, but at least once a month.

**5.1.3** Clean and disinfect all telephones (daily)

**5.1.4** Dust all horizontal surfaces (low level) – (weekly)

**5.1.5** Dust all high ledges and fittings (weekly)

**5.1.6** Dust all vertical surfaces to height of 2.5 metres (walls, cabinets etc) (weekly)

**5.1.7** Dust all windows ledges (high and low) (weekly)

## **6. Courtyards**

**6.1** Sweep and wash in accordance with the finish so that all dust, leaves etc. are removed - daily.

**6.2** Paving: hose down with clean water or scrub - weekly.

## **7. Blinds**

**7.1** Dust indoor blinds - weekly

**7.2** Damp-wash indoor blinds - monthly.

## **8. Doors**

**8.1** Remove dirty spots on wooden and metal doors - daily.

**8.2** Polish door-knobs with an approved metal polish where applicable - weekly.

**8.3** Keep glass door clean – daily (frequently)

**8.4** Wash glass doors with a degreasing agent and equipment that will not scratch the surface, and polish as required - weekly or on request.

## **9. Glass/window cleaning**

- 9.1 All outdoor glass surfaces of buildings specified in the contract, excluded those mentioned in paragraphs 8.3 and 8.4, washed with a degreasing agent and equipment that will not scratch the surface, and polished as required – daily x2.
- 9.2 All indoor glass surfaces of building specified in the contract, excluded those mentioned in paragraphs 8.3 and 8.4, washed with a degreasing agent and equipment that will not scratch the surface, and polished as required - monthly.
- 9.3 Dust/wash/damp-wash partition glass and those mentioned in paragraphs 9.1 and 9.2 maintain a high degree of neatness - daily.
- 9.4 Clean partition glass. (spot cleaning daily)
- 9.5 Clean interior faces of all accessible windows (monthly)
- 9.6 Windows to be cleaned inside and outside (monthly)
- 9.7 **Entrance and Receptions**
  - 9.7.1 sweep entrance steps and entrance steps (frequently)
  - 9.7.2 clean doormats and walls (frequently)
  - 9.7.3 wash steps (weekly)

**9.8 Glass and metal Work:**

- 9.8.1 spot clean glass doors (daily)
- 9.8.2 clean and polish all bright metal fittings (weekly)

**9.8.3 Meeting, Board Rooms, Interview rooms, Training rooms and Executive Board Rooms**

- Polish desks and office furniture (fortnightly)
- Wash vinyl covered furniture (monthly)
- Vacuum cloth covered furniture (monthly)
- Vacuum free standing cloth partitions (quarterly)
- Wall paper finish spot clean (weekly)

**9.9 Floor Maintenance**

**Stone Floors (Marble, Terrazzo, Ceramic Tiles, etc)**

- Sweep (daily)
- Damp mop (daily)

**Rugs and carpeting**

***Vacuum clean thoroughly:***

- Heavy traffic areas (daily)
- Medium traffic areas (alternative days)
- Light traffic areas (twice weekly)

## **10. Elevators**

**10.1** Clean elevators - daily. (frequently)

## **11. Furniture**

**11.1** Polish wooden furniture everywhere with an approved polish. Such polish should not be greasy, and should not come off on anything it comes into contact with after it has been polished - weekly.

**11.2** Remove dirty spots from glass tops, desks and other furniture in an appropriate way - daily.

**11.3** Damp-wash glass tops of furniture and polish - daily.

**11.4** Remove dirty spots from glass doors of bookcases - daily.

**11.5** Damp-wash glass doors of bookcases - daily.

**11.6** Damp-wash those parts of furniture covered in leather or imitation leather - daily.

**11.7** Cleaning of counters - daily.

**11.8** Treat upholstered or leather-covered parts of furniture with an approved agent - monthly.

**11.9** Wipe empty shelves with a damp cloth - daily.

**11.10** Dust open shelves and contents as well as desks without removing the contents - daily.

**11.11** Vacuum those parts of furniture covered with fabric - weekly.

## **12. Inside walls**

**12.1** Remove spots and fingerprints on walls, paintwork, electric switches, etc. - daily

**12.2** Dust wooden panels and partitions - daily.

**12.3** Damp-wash wall tiles - daily.

**12.4** Wash window sills with soap and water - daily.

**12.5** Clean notice boards - daily.

## **13. Toilets and Ablutions**

- Maintain floor according to the type (daily)
- Damp mop floor with disinfectant (daily)
- Empty and clean all waste receptacles (daily)
- Clean and sanitise all bowls, basin, urinals, showers and baths where applicable (daily)

- Clean all mirrors (daily)
- Clean all metal fittings
- Spot clean walls, doors and partitions and lockers where applicable (daily)
- Replenish consumables, i.e. toilet paper, hand soap (contractor to supply daily)

NB: A dedicated hygiene controller must be available to ensure that all dispensers are stocked accordingly throughout the day

### **13.1 Rubbish-bins**

All rubbish-bins should be emptied and washed with an approved disinfectant. The contents of the rubbish-bins in ladies' toilets should be disposed of in a clean manner by putting it in a separate appropriate plastic bag and placing it in garbage cans outside - twice daily for men's and ladies' toilets.

#### **Waste Disposal**

- Empty and clean all ashtrays (daily)
- Empty and clean all waste receptacles (daily)
- Remove all waste to specified areas (daily)

### **13.2 Toilet pans, seats, covers, urinals, towel rails and taps**

**13.2.1** Clean and disinfect with an approved disinfectant - twice daily.

**13.2.2** Clean and polish all metal surfaces - daily.

**13.2.3** An approved agent at the expense of the contractor should be put in toilet pans to prevent deposits forming - weekly.

Replenish consumables i.e. toilet paper, hand soap. (Client to supply)

### **13.3 Showers**

**13.4** Clean and sanitise all bowls, basins, urinals showers and baths (where applicable) (daily)

### **13.5 Mirrors**

Clean and polish all mirrors - daily.

Clean all metal fittings. (daily)

Spot clean walls, doors and partitions and lockers where applicable

### **13.6 Wall tiles and paintwork**

- Spot clean all low surfaces, i.e. glass, walls doors and light switches(weekly)

**13.6.1** Remove dirty spots - daily.

**13.6.2** Wash with soap and water to which a sufficient amount of approved disinfectant has been added - daily.

**13.7** Walls, doors (painted) and partitions

**13.7.1** Remove dirty spots, including from unpainted doors - daily.

**13.7.2** Wash with soap and water to which a sufficient amount of approved disinfectant has been added - daily.

**13.8** Visible pipes

Clean all visible pipes - daily.

**13.9** Floors

**13.9.1** Damp-wash floors with an approved disinfectant - daily.

**13.9.2** Remove dirty spots and rubbish - daily.

**13.9.3** Non-slip cleaning agents should be used. Employees may not be exposed to wet/slippery floors.

**13.10** Incinerators

Damp-wash with approved disinfectant - daily.

**13.11** Clogging

Approved agents should be put in basins and urinals to prevent clogging - weekly.

**13.12** Glazed/enamelled surfaces

Wash only with an approved liquid agent. No abrasives or scouring materials may be used.

**13.13** Toiletries

The following toiletries must be provided by the Cleaning Contractor at his/her expense, in sufficient amounts as required, and should be available at all times. It should be put in the various toilets and replenished or replaced as required:

13.13.1 Disposable paper towels for containers currently installed in toilets.

13.13.2 Single-ply toilet paper.

13.13.3 Toilet soap as approved, either bars or liquid.

13.13.4 Air-fresheners as approved.

**14. Telephones**

Wipe with a damp cloth with suitably diluted disinfectant - daily.

**15. Stairs (including fire-escapes)**

- 15.1 Dust handrails and fittings (daily)
- 15.2 Maintain landings, treads and risers according to finish (daily)
- 15.3 Clean fire escapes (weekly)
- 15.4 Wipe banisters with a damp cloth - daily.
- 15.5 Polish unpainted banisters as in paragraph 12.1 - monthly.

**16. Floors (including stairs and fire-escapes)**

Clean floors and carpets in order to maintain a high gloss and/or degree of neatness - daily.

**16.1 Vinyl, vinyl-asbestos tiles, linoleum, asphalt, rubber and similar coatings**

**16.1.1** If floors or parts thereof have not been treated with two coats of an approved dry gloss, non-slip, metallised, hard coat polymer agent, the Contractor should apply it. The relevant surface should be properly cleaned prior to application and, if required, old polish should be removed with an appropriate agent. If a polishremover is used, the floor should be rinsed with clean water and properly dried.

**16.1.2** If floors have already been treated with a metallised polymer agent, it should be re-applied as soon as it becomes worn out.

**16.1.3** Should entry to offices or high traffic make it difficult to treat floors as in 16.1.1 and 16.1.2 above during normal office hours, it should be done after office hours.

**16.1.4** Wipe and remove marks like mud spots - daily.

**16.1.5** Spray polishing for which an approved polymer agent is used (e.g. a solution of water and the agent described in 16.1.1 and 16.1.2 above) should only be done after the floor has been wiped with a "dust magnet", and frequently enough to maintain the polymer coating.

**16.2 Wooden floors and block-floors**

**16.2.1** Sweep and remove all dirty marks - daily.

**16.2.2** Polishing, with an approved non-slip polish, should be done as follows, after the floor has been wiped with a damp mop.

**16.2.2.1 High traffic (like passages)**

Apply polishing agent and polish – weekly or on request

**16.2.2.2 Offices, with or without loose carpets**

Apply polishing agent and polish – weekly or on request

**16.2.3** As soon as an unsightly layer of old polish has built up, it should be scrubbed off and a new coat re-applied.

**16.3** Carpets (wall-to-wall and loose)

**16.3.1** Vacuum all carpets - weekly.

**16.3.2** Thorough vacuuming as follows:

**16.3.2.1** High traffic (like passages)

Twice a week or on request

**16.3.2.2** Offices

Once a week or on request

**16.3.3** Clean spots if it is not permanent stains and a carpet wash is not required. There should be guarded against the use of cleaning agents that could damage or discolour the carpet.

**16.3.4** When carpets are washed, dirty marks or stains should be removed (see par. 16.3.3) after which the carpet should be thoroughly vacuumed. The carpets should then be washed with an appropriate carpet washing machine. It should be ensured at all times that the carpets do not become excessively wet. All water should be removed until the carpets are damp only. Occupants should be requested not to walk on the damp carpets, if possible - four times a year, after hours.

**16.3.5** Shake out and clean entrance carpets and dust carpets - daily.

**16.4** Indoor concrete floors (marble, ceramics, terrace tiles etc. excluding those in toilets)

**16.4.1** Remove all dirty spots and sweep - daily.

**16.4.2** Scrub with soap and water - weekly.

**16.4.3** Polish all polished surfaces - daily.

**16.5** Outdoors concrete surfaces and paving (marble, ceramics, terrace tiles etc. excluding those in toilets)

**16.5.1** Stoeps, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed - daily.

**16.5.2** Pick up all rubbish on paving - daily.

**16.5.3** Sweep paving with a hard broom - daily.

**16.5.4** Unpolished stoeps and walkways should be washed or scrubbed with soap and water - weekly.

**16.5.5** Polishing of polished stoeps - weekly.

## 16.6 Parking areas, garages and loading zone.

16.6.1 Clear all conspicuous rubbish - daily.

16.6.2 Remove oil, petrol and brake fluid stains with an appropriate approved cleaning agent - monthly.

16.6.3 Sweep parking area - weekly, after hours.

## **17 Rubbish removal**

### 17.1.1 Waste baskets

17.1.2 Empty all waste baskets - daily.

17.1.3 Damp-wash or wash - weekly.

17.1.4 Empty rubbish-bins in lobbies and passages - daily.

17.1.5 Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles.

### 17.1.6 Ash-trays

17.1.7 Empty and damp-wash/wash all ash-trays - daily.

17.1.8 Empty and damp-wash/wash all large ash-trays outside conference rooms - three times daily.

17.1.9 The contents of wastebaskets and ashtrays and other office rubbish should be removed neatly in bags and deposited in the rubbish bins provided for this purpose.

17.1.10 Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles.

17.1.11 The Contractor will be responsible for sorting waste paper for rendering to waste paper dealers. The manner of disposal to be indicated - daily.

17.1.12 Leaves, paper and other rubbish falling on or blowing onto the premises should be collected and placed in plastic bags to be provided by the Contractor, and put in an appropriate place on the premises.

17.2 Rubbish should be temporarily stored on the premises in proper rubbish bins provided by the State or garbage bags provided by the Contractor.

17.3 Rubbish should be taken to the collection point of the relevant municipality as prescribed on those days the municipality removes rubbish.

## **18 Drinking water**



Fresh drinking water should be provided in the water-bottles made available in offices, passages, conference and training rooms - daily before 07:30.

## **19 Curtains**

All curtains, including linings and drapes should be removed by the Contractor. The Contractor will also return it to its original positions - on request, but at least twice a year.

## **20 Kitchens**

- Floors dusted and washed daily.
- Counters washed daily. (twice)
- Cupboards cleaned, dusted inside weekly to enhance pest control.
- 

Opinion of the State, clean every day.

## **21. Service times**

Daily cleaning (Excluding weekends and public holidays)  
Monday to Friday  
06:00am to 15:00pm

## **22. Excluded areas/or under supervision**

- Electrical and Mechanical Plant rooms
- Strong rooms
- Store rooms
- All areas/services not mentioned in Scope of work

## **23. Other Services Agreement**

- Cleaning of carpets to be done on quarterly basis

## **24. Parking, Pavements/outside areas**

- to be cleaned with water (monthly)
- oil stains to be removed (monthly)

## **25. Prisoner holding cells (where applicable)**

- To be stripped and polished (every three months)
- To be buffed (weekly)

## **26. Cleaning Equipment needed for this project but not limited to the below listed and should be in full functional condition throughout the contract period**

2x High speed buffing machines/ Polishers  
4x 30lt Industrial Vacuum Cleaners  
11x Double bucket Trolley Mops  
10x Window kits

Specification: Cleaning Service at Atteridgeville Magistrate Court

Signature: \_\_\_\_\_

## 27. General requirements

The National Department of Public Works intends entering into a contract with a suitable Bidder for the abovementioned area in Pretoria.

It will be expected from Bidders to be aware of the following requirements in order to be successful in obtaining the contract.

## 28. Tender administration

Tenders are required to submit a bid for execution of the tasks as detailed in this bid document. The tender is to include all tasks, without any amendment, omission or addition.

The contractors will be evaluated on functionality, price, and preference.

Bidder's attention is drawn to the fact that the sites have stringent security requirements.

- The three highest scoring bidders will be asked to undergo SSA clearance
- During the evaluation process the successful bidder will have to secure a comprehensive security clearance for all his work force, subordinates, and sub-contractors for the cost of the Contractor. Appointment will be depending on the granting of security clearance.

Contractor to educate him/herself with all regulations, security and guidelines as lay down by the Department.

Contractor and his personnel have to be SSA security clearance before starting the contract.

- For security clearance the Department requires the company to submit the follow documentation for screening of service providers and sub-contractors:
  - i. Memo giving a brief description of the services to be rendered, Company profile.
  - ii. Copy of Registration documents (CK, Pty. (Ltd.), and sole propriety).
  - iii. Valid original Tax Clearance Certificate (must be valid for a period of

six month).

- iv. Certified ID copies of company directors and all the staff that will be involved in the project, not older than three months.
- v. Original finger prints on all the ID copies – **at the cost of the Contractor**

## **29. Services requires**

The work to be performed according to the enclosed specification and pricing data for the execution of this supply and maintenance tender, without amendments.

## **30. Protocol**

The contractor to be aware of the protocol and the sensitivity of the nature of the client and ensure conduct of the contractor or personnel is accordingly.

## **31. Access**

- 1.1. Contractor to notify office personal or the household before entering an office or a residence. The Office manager or Household manager must be informed prior to delivery by the contact person. Contact details will be made available to successful contractor.
- 1.2. Contractor to be accompanied into the offices or houses by the internal security, SAPS, the Office manager, or the Household manager. A representative of the contractor must be present with deliveries and during maintenance.

## **32. Terrain / Site Inspection**

Prospective tenderers are requested to attend the compulsory information meeting as advertised in the Government Gazette they must bring their id document for access purposes.

## **33. Compliance with Regulations**

Security arrangements and regulations will be applicable and must be adhered to by the contractor.

## **34. Representative of National Department of Public Works (NDPW)**

NDPW contract manager of National Department of Public Works or his delegated representative will act on behalf of National Department of Public Works.

The NDPW contract manager, or his representatives, which names will be communicated to the contractor, is the only persons that may instruct the contractor

to execute any tasks. This excludes the cleaners in the residences, household managers of the three main houses, occupants of the residences, SAPS, or any other person on terrain.

### **35. Responsibility**

35.1. The contractor must indemnify NDPW against any claims from a third party and all costs including legal fees in connection with such a claim for loss or damage caused by: the death, injury or illness of any person, or damage of property on the contractor or other person. (Public liability insurance and All Risk insurance):

35.1.1 That may arise or in connection with the execution of this requirement.

35.1.2 That may arise or in any connection with an action by the contractor or/and his workers.

35.1.3 NDPW undertakes to notify in writing the particulars of every claim that the contractor is responsible for.

35.1.4 NDPW shall not be held responsible for any loss due to theft or damage of any sort of the contractor's property or any items that are kept on NDPW's property where the loss occurs and is due to negligence on the part of NDPW.

35.2 NDPW reserves the right to withhold payments to settle any amount of money being owned by the contractor. Settlement is done through mediation if applicable.

35.3 The contractor will be held responsible for any damage or theft by him or any of his staff, through negligence or accident, to the property or goods of NDPW and its staff, in the normal performance of their duties. A claim for this can be instituted by NDPW for the full amount against the contractor. A certificate by NDPW contract manager acting for NDPW will be considered proof of the amount owing.

### **36. Indemnification**

a. The contractor and his workers enter the property at their own risk.

b. The contractor must indemnify NDPW from any claims or damage that might occur where staff is employed in any work falling outside of the terms of the quotation.

c. The contractor performs as an independent contractor and not as an agent or employee of NDPW and has no authority to bind NDPW to another party. The contractor must indemnify NDPW against any claims or court action including legal fees (with lawyers and client expenses) that are instituted against NDPW.

### **37. Breach of agreement**

**If the service is not to the satisfaction of NDPW contract manager, NDPW has the right to withhold payment at pricing data rates or pro-rata.**

In the event of breach by the contractor of any of the terms and conditions of this contract, and in the event that the contractor fails to remedy such breach within 5 working days after receiving written notice from NDPW to do so, NDPW shall without prejudice to any other rights that it may have, be entitled to exercise all or any of the following rights:

- a. To terminate the agreement.
- b. To suspend further payment to the contractor
- c. To appoint any other person or persons to complete the work in which event the contractor shall be held liable for costs incurred in such appointment as well as the cost of damage suffered.

### **38. Termination of agreement**

NDPW shall have the right to terminate the agreement without prejudice to any of its other rights on occurrence of any of the following acts:

On breach of the agreement.

- a. On commencement of any action for the dissolution and/or liquidation of the contractor, except an amalgamation or restructuring approval in advance by NDPW.
- b. If the contractor receives a court order to be placed under judicial management or to commence liquidation procedures that is not withdrawn or struck out within five working days;
- c. If the contractor informs NDPW that it intends to cease performing its obligation in terms of the agreement;
- d. If the contractor informs NDPW that it is incapable of completing the project;
- e. If, in the opinion of NDPW, the contractor acted dishonestly.
- f. If the security clearance is revoked.

NDPW reserves the right to, in the absence of breach or the event referred to supra, terminate this Agreement at any time by giving (24) twenty four hours' notice to the contractor.

In the event of the agreement being terminated for whatever reason, the contractor will be entitled to compensation for work done.

### **39. Cancellation**

The Department reserves the right to withdraw the contract following notification to this effect within 24 hours.

The Department will cancel the contract with immediate effect if, at site hand over if the Contractor does not have all the resources or proof of resources to complete the contract and if the contractor does not supply the resources within the 21 working day site establishment period.

### **40. Limitation on cession**

The rights and obligation of the parties in terms of the agreement shall be personal and incapable of being ceded, assigned or delegated by either of them to any person outside of NDPW and the contractor, save with the written consent of the other party.

Each party warrants that it is acting as a principal and not as an undisclosed principal.

### **41. Curtailing of Service**

- a. NDPW retains the right to withhold any portion or the property as whole with 24 hours written notice to the contractor; the quotation price will be adjusted pro rata from the date of the withholding.
- b. In case the property or part(s) thereof that are subject to the service are in anyway damaged by an act of God or fire, NDPW shall at its discretion decide which portion(s) of property cannot be used as part of the original sites part. Both parties shall not be bound by this quotation and no claim for the damages shall be instituted by either party. As for the remaining portion(s) of the property that would still be in use, the quotation shall stay as is but the quotation price will be adjusted from the date of the incident and will be reduced pro rata.

### **42. Interruptions of Service**

If the service is interrupted or temporarily suspended because of a labour dispute, riot, a local or national disaster, or other causes out of the control of the contractor, both parties must agree to a way of seeing to it that essential services can continue. In such event, the contractor will only be remunerated for actual services performed for that period.

### **43. Restrictions**

- a. NDPW retains the right to issue such instructions as it deems necessary from time to time, for the maintenance of good order in and on the property. Any instruction only affects the contractor after 48 hours, and after written notice thereof has been received by him, except, where the instruction is in connection with safety, the instruction is directly binding on the contractor.
- b. After such an instruction has been received by the contractor any transgression thereof or any neglect of any request therein shall be seen as a breaking of the stipulations of these conditions.
- c. The contractor shall only fill, clean and service his equipment at a site indicated by NDPW contract manager.
- d. The contractor or any of his employees may not under any circumstances use any of NDPWs buildings or any portions thereof as a home. No preparation of food or drinks is allowed on any part of the property.
- e. The contractor and his workers shall under no circumstances use the fire hoses or other firefighting equipment on the property during the performance of this service.
- f. The contractor or any of his employees may not under any circumstances use any facility on the terrain, or within a one kilometre radius, for a mass meeting.

#### **44. Service times**

A full service must be provided daily Monday to Friday, service times are stipulated as daily from 6am to 15pm on weekdays. Services that cannot be rendered during weekdays will be rendered during the weekends, prior arrangements to be made with the client. Overtime allowance to be included in the pricing schedule (BOQ)

#### **45. Obligations of NDPW**

- a. NDPW contract manager, or his representatives, shall act as informant between the contractor, and NDPW.
- b. NDPW shall, as available at existing points, supply water that is necessary for the delivery of this service, free of charge to the contractor. Should water not be available or not provided by NDPW, the contractor will make its own arrangements in this regard without a right of recourse against NDPW.

#### **46. Obligation of the Contractor**

##### **a. The contractor must also do the following**

- 46.1.1 Comply with the emergency measures and procedures that are fixed from time to time to the Departments satisfaction.
- 46.1.2 Keep all facilities that are supplied to the contractor or by the contractor neat and tidy at all times.

- 46.1.3 Any foreign objects noted in, and on, the work areas must be brought to the attention of the Departments contact person.
- 46.1.4 Taps that are in a specific work area must be closed when the work is completed. No water must be wasted.
- 46.1.5 During the contract period the contractor must comply with any law and regulation laid down by parliament and local or any other authorities that have any reference to the service.
- 46.1.6 In all cases, notice must be given, and to pay all costs that must be paid in connection with the service and indemnify the Department against all loses and legal cost for damages.
- 46.1.7 If the monies are not paid by the contractor, the Department can pay directly to the authorities any costs involved and recover the costs from the contractor.
- 46.1.8 Noise must be kept to reasonable limits.

## **47 Supervision**

- 47.1 The contractor must at all times have strict and effective supervision of the workers performance by appointing at least **1 Project manager**, dedicated to the contract for the full 24 months, **1 cleaning supervisor** dedicated to the contract for the full 24 months, **11 cleaners** dedicated to the contract for the full 24 months
- 47.2 The Contract manager must have at least five years applicable experience in project management
- 47.3 The Site Supervisor must have at least five years of applicable experience in cleaning service

## **48 Conditions in relation to personnel of the contractor**

- 48.1** The contractor's staff may use the toilet facilities that are indicated to the contractor by NDPWs contract manager. The contractor is responsible to provide toilet paper and cleaning material.
- 48.2** The personnel of the contractor must respect the personnel, SAPS, occupants of the residences, the public, all equipment, and buildings belonging to NDPW.
- 48.3** Workers that do services must be dedicated personal. These workers shall at the cost of the contractor be classified by the SAPS Security Branch as trustworthy.



- 48.4 In accordance with the act on the Control of Admission to Public Premises and Transport Act, Act 53 of 1985, workers shall be subject to the requirements of Article 2 (2) of the incorporated act.
- 48.5 The contractor's workers shall not wonder around aimlessly on grounds or make use of the chairs in the public areas to relax even over lunch times.
- 48.6 Personnel of the contractor, subject to the conditions of the contract, have entrance to all areas to perform the service. If the service is not required in any area at a specific time no entrance to these areas will be allowed.
- 48.7 In such a case the contractor shall react immediately to such a request from NDPW and as a result of such a request will not have the right to claim for any loss or damage against NDPW. The contractor must indemnify NDPW from any claims arising from the workers involved.
- 48.8 If NDPW has any information in connection with any of the contractors personnel that are involved in the performance of this contract, the contractor can request NDPW to supply such information to him without delay.
- 48.9 The identity card must be carried by the workers on the site while he/she is present on the property. The contractor will control and be responsible for the identity cards in such a manner that no unauthorised person gains entry to the property.
- 48.10 Personal hygiene must at all times be kept by the contractor and the workers.
- 48.11 Staff must behave in a sober and quiet manner.
- 48.12 The contractors workers which must be on the property for the performance of this service must at all times be dressed neatly and properly to the satisfaction of NDPW.
- 48.13 No information may be supplied to the public or news media in connection with the contractor's activities.
- 48.14 The quantity of staff on site as per proof of resources must at all times be maintained.

## 49 Equipment

- 49.1 The contractor shall be responsible for the supply and maintenance of all equipment that will be necessarily for the satisfactory delivery of this service for the full period of the tender.

If servicing the equipment required that the equipment must leave the premise, or if the equipment will be out of service for longer than 24 hours, a replacement must be made available within 24 hours.

The Department will inspect the equipment on a regular basis to ensure that the equipment is in a good working condition and reflect the equipment as indicated as available at award of tender.

The Department cannot borrow or give equipment to the contractor.

49.2 The equipment used by the contractor must comply with the regulations on machinery of the Occupational, Health, and Safety Act, Act 85 of 1996. At the cost for the contractor, the contractor is to supply all staff with the correct personal protective equipment required to perform their duties in compliance of OHSA.

49.3 The Department reserve the right to prevent the employees from the contractor to operate equipment of the contractor that do not conform to the safety rules and regulations.

49.4 The Department will provide space for the storage of equipment.

## **50 Consumable items**

The contractor shall at own cost be responsible for supplying all consumable items including plastic rubbish bags, toilet paper for staff as well at all task specific consumables, necessary material for effective service.

Before delivery the contractor is to supply a representative sample to NDPW contract manager for approval. NDPW has the right to accept or reject any of these items.

## **51 Advertisements**

51.1 The contractor will be compelled to supply neat warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These board/signs must be in place where ever work by the contractor's workers is in progress so as to bring to the attention of any person/staff that work is in progress.

51.2 The contractor or his staff may not exhibit any article or object that NDPW regards as offensive or undesirable. In this case NDPW decision is regarded as final and binding on the contractor and staff.

## **52 Warning signs**

52.1 The contractor will be compelled to supply neat warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These board/signs must be in place where ever work by the contractor's workers is in progress so as to bring to the attention of any person/staff that work is in progress.

52.2 The contractor must have all warnings/signs made in English for the full term of this quotation.

### **53 Inflammable and Toxic Chemicals**

The contractor shall not store or use any poisons, highly inflammable chemicals or materials on the property without the written consent of NDPW for the delivery of these services. No long term storage is allowed.

### **54 Remuneration if Service**

54.1 NDPW undertakes to pay the contractor per month, on completion of the month's maintenance, on fully completed upgrades as signed off by NDPW Contract manager, and the EPWP reports are submitted.

54.2 Payment shall be made within 30 calendar days after an invoice has been submitted by the contractor to NDPW, certified as correct and according to the quotation conditions, and the quotation submitted, by NDPW contract manager.

### **55 Joint Venture Agreements**

The relationship between the parties involved in a Joint Venture shall involve a close collaboration between two independent contracting parties and in the circumstances shall not imply any partnership in the legal sense, nor shall it constitute either party NDPW contract manager or authorized representative of the other party.

### **56 Indulgences**

No extension of time, latitude or any other indulgence which may be given or allowed by either party to the other shall constitute a waiver or alteration of the agreement, or affect such party's rights, or prevent such party from strictly enforcing due compliance with each and every provision of this agreement.

### **57 Expanded Public Works Program (EPWP) Implementation Contractor Obligation**

- A. The contractor to implement EPWP by employing EPWP participants (workers), branding (Supplying EPWP safety clothing); and EPWP Reporting
- B. The contractor is referred to Basic Conditions of Employment Act, Act 66 of 1995 as amended, 1997 Ministerial Determination 4: Expanded Public Works Programmes Government Gazette Vol. 548, Pretoria, 18 February 2011, No. 34032 as these publications are to be read in conjunction with this section of the specification.
- C. The contractor is to pay the EPWP Participants (workers) as per the Dept of Labour Rates.
- D. All complains in connection with the service must be attended to and rectified within 48 hours.

## 58 Employment

58.1 The contractor will employ **13** EPWP Participants (workers) from the local area. The local area is defined as the CBD of Pretoria, Atteridgeville, Mamelodi and surrounding suburbs, Soshanguve, Mabopane and Hammanskraal. Proof of residence must be attached to the EPWP contract.

**These employees are only to be utilised as unskilled workforce and not skilled staff, drivers or supervisors.**

**Skilled staff Project Manager and site supervisor to be employed by the contractor additionally to the **13** EPWP staff.**

The number of workers that fall within the following categories must be recorded:

Demographic	EPWP Participants (worker)Target
Youth (i.e. 16 – 35 years of age)	55%
Women	55%
People with disabilities	2%

58.1.1 These EPWP employees are only to be utilised as **unskilled workforce** and not skilled staff, drivers or supervisors.

Skilled staff drivers, supervisors and Project manager has to be employed by the contractor additionally to the 10 EPWP staff.

58.1.2 The EPWP contractor and employees are subjected to the provisions set in

- Basic Conditions of Employment Act, 1997 “Code of Good Practice for employment and conditions of work for Expanded. Public Works Programmes; and
- Ministerial Determination 4: Expanded Public Works Programmes Government Gazette Vol. 548, Pretoria, 18 February 2011, No. 34032.

## **58.2 Training on EPWP**

58.2.1 At the cost of the Service Provider all EPWP participants will receive in house training at the work premises

58.2.1.1 Basic cleaning and deep cleaning

58.2.2 58.2.1.2 Occupational Health and safety. Training attendance is compulsory for all EPWP employees.

58.2.3. EPWP employees will receive a full day's payment on training days.

58.2.4. The training programme must be displayed in the site office of the contractor and a copy will be supplied by the Department representative to note the dates and times the staff will not be on site.

58.2.5. Training attendance records must be kept at the site office and submitted electronically to the EPWP section. The EPWP training co-ordinators are responsible for obtaining all EPWP workers training information. The contractor to report monthly at the scheduled monthly meeting to the department on the progress and results obtained.

## **58.3 EPWP Project Branding**

Supply and issue protective clothing to EPWP participants

At the cost of the contractor the EPWP staff to wear a descent and neat uniform. The uniform becomes the property of the individual.

The uniforms are to be issued once a year.

The uniform must include, but not limited, the following:

**The uniform must include, but not limited, the following:**

- **3 x Two piece orange overalls, branded with the EPWP logo as well as the company logo**

- **3 x Orange T-shirts branded, with the EPWP logo as well as the company logo**
- **2 Pairs of safety boots**

The clothing must be in line with the regulations set in the Occupational, Health, and Safety Act, Act 85 of 1996, as amended.

#### **58.4 EPWP reporting**

All reports must be kept for three years after completion of the contract for auditing purposes

- a) Submit monthly progress report, electronically, to the DPW Project Manager before the 5<sup>th</sup> day of every month. No invoice will be processed without all the reports. On completion of every month the contractor to submit a comprehensive monthly report. EPWP reporting template shall be provided by DPW.
- b) Daily registers
  - i. Daily registers must be kept on-site, and signed off by the NDPW Project manager once a month.
  - ii. A summary of all daily registers must be provided to the NDWP Project manager no later than the 5<sup>th</sup> of every month.
- c) The contractor to appoint a chairperson from the labour force recruited in the surrounding communities, and to address labour related issues.
- d) The EPWP employees are subjected to all the provisions set in the Labour Act, Act 66 of 1995, and Basic Condition of Employment Act, Act 75 of 1997, and may be discipline and their employment may be terminated, after following the provisions of the various acts.

**Description: Atteridgeville Magistrate Court**  
 Year 1

Labour costs as per labour rates updated December 2020 (inclusive of all benefits, e.g. compensation fund, uif, leave, etc)

**1. LABOUR (A)**

	Unit price	=	Total per item p/m
11x day shift cleaners (6am to 3pm)	8	=	_____
1x day shift supervisor (6am to 3pm)	1	=	_____
1x Project Manager	1	=	_____
			_____
			_____
			_____
			_____
			_____
			_____

Total labour per month

**2. PPE, EQUIPMENT & CONSUMABLES (B)**

	Per person	=	Total per month
PPE (please refer to specification for detailed description)	13	=	_____
Cleaning Equipments as per minimum requirements in specification			_____
Cleaning consumables as per minimum requirements in specification			_____
Overhead expenses and Management fee			_____
Percentage markup/ Profit on cleaning			_____
Sub Total (B)			_____
			_____
Total per month (A+B)			_____
VAT (*where applicable)			_____
Grand Total (month 1-12 )			_____

**EPWP BRANDING BILLBOARD (C)**

EPWP Branding Billboard (refer to cleaning specification on detailed spec)

\_\_\_\_\_

**DEEP CLEANING SERVICES (D)**

	Unit price p/m <sup>2</sup>	=	Total amount p/a
Cleaning services to be rendered once per year			_____
Deep cleaning of all carpets @ 500m <sup>2</sup>			_____
Stripping and sealing of tiled areas @ 6700m <sup>2</sup>			_____
Window cleaning @ 300m <sup>2</sup>			_____

NB: Deep cleaning will be calculated and paid per m<sup>2</sup> cleaned

**GRAND TOTAL YR1 (Labour, Equipment, Branding & Deep cleaning)**

\_\_\_\_\_

**Description: Atteridgeville Magistrate Court**

Year 2

Labour costs as per labour rates updated December 2021 (inclusive of all benefits, e.g. compensation fund, uif, leave, etc)

**Labour (A)**

11x day shift cleaners (6am to 3pm)

Unit price		Total per item p/m
11	=	_____

1x day shift supervisor (6am to 3pm)

1	=	_____
---	---	-------

1x Project Manager

1	=	_____
---	---	-------

Total labour cost per month

\_\_\_\_\_

**Branding/ PPE (B)**

PPE (please refer to specification for detailed description)

Per person		Total per month
13	=	_____

Cleaning Equipments as per minimum requirements in specification

\_\_\_\_\_

Cleaning consumables as per minimum requirements in specification

\_\_\_\_\_

Overhead expenses and Management fee

\_\_\_\_\_

Percentage markup/ Profit on cleaning

\_\_\_\_\_

Sub Total (A+B)

\_\_\_\_\_

VAT (\*where applicable)

\_\_\_\_\_

Total per month

\_\_\_\_\_

Total month 13 - 24

\_\_\_\_\_

**Deep cleaning services to be rendered once per year**

Deep cleaning of all carpets @ 500m<sup>2</sup>

Unit price p/m <sup>2</sup>	Total amount p/a
_____	_____

Stripping and sealing of tiled areas @ 6700m<sup>2</sup>

_____	_____
-------	-------

Window cleaning 300m<sup>2</sup>

_____	_____
-------	-------

**TOTAL YEAR-2**

\_\_\_\_\_

**TOTAL PROJECT AMOUNT YR1 +YR2**

\_\_\_\_\_