



public works  
& infrastructure  
Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**PRETORIA REGIONAL OFFICE**

**BID NUMBER: PT 23/002**

**RENDERING OF CLEANING SERVICES AT THE MOMENTUM BUILDING FOR A PERIOD OF 24 MONTHS, EPWP PROJECT.**

NOTE: DOCUMENTS WILL BE SOLD AT A NON-REFUNDABLE DEPOSIT OF R 300.00 CASH PER SET OR BE DOWNLOADED ON DEPARTMENTAL WEBSITE [www.dpw.gov.za](http://www.dpw.gov.za), OR E-TENDER PORTAL [www.etenders.gov.za](http://www.etenders.gov.za).

TENDERS SHOULD BE IN A SEALED ENVELOPE CLEARLY INDICATING TENDER NUMBER AND CLOSING DATE, SHOULD BE DEPOSITED IN THE BOX MARKED TENDER AT THE FOYER OF ROOM G014 ON OR BEFORE CLOSING DATE AND TIME, AVN BUILDING, TENDER OFFICE GROUND FLOOR 251 NANA SITA STREET.

BID RELATED INFORMATION: Ms. Vuyiswa Moyane – 012 310 5130  
TECHNICAL QUERIES: Ms. Lerato Choane – 012 310 5018/ 079 877 5147

**SITE BRIEFING: 05/07/2023 @ 10:00, AT MOMENTUM BUILDING, 329 PRETORIUS STREET, PRETORIA.**  
**CLOSING DATE: 14/07/2023 @ 11:00 am**

**NAME OF BIDDER: .....**

ISSUED BY:  
THE DIRECTOR-GENERAL  
DEPARTMENT OF PUBLIC WORKS  
PRIVATE BAG X229  
PRETORIA 0001



## PA 32: INVITATION TO BID PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>			
BID NUMBER:	PT 23/002	CLOSING DATE:	14/07/2023
		CLOSING TIME:	11:00
DESCRIPTION	RENDERING OF CLEANING SERVICES AT THE MOMENTUM BUILDING FOR A PERIOD OF 24 MONTHS, EPWP PROJECT		

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

ONR NANA SITA & THABO SIBHUME			
AVN BUILDING			
<b>OR POSTED TO:</b>			
PRIVATE BAG X229			
PRETORIA 0001			
<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:	OR	CSD No:
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL APPLICABLE TAXES)	R
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	TERATO CHOANE
CONTACT PERSON	Vuyiswa Moyane	TELEPHONE NUMBER	012 310 5018
TELEPHONE NUMBER	012 310 5130	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	terato.choane@dpw.gov.za
E-MAIL ADDRESS	vuyiswa.moyane@dpw.gov.za		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

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

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

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

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

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**Note Well:**

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

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

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

**Tender no:** PT 23/002

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:  
**RENDERING OF CLEANING SERVICES AT THE MOMENTUM BUILDING 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:** PT 23/002

**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: PT 23/002

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF CLEANING SERVICES AT THE MOMENTUM BUILDING FOR A PERIOD OF 24 MONTHS

<b>Project title:</b>	RENDERING OF CLEANING SERVICES AT THE MOMENTUM BUILDING FOR A PERIOD OF 24 MONTHS, EPWP PROJECT
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<b>Bid no:</b>	PT 23/002		
<b>Advertising date:</b>	21/06/2023	<b>Closing date:</b>	14/07/2023
<b>Closing time:</b>	11H00	<b>Validity period:</b>	84 days

### 2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of (PA-32): Invitation to Bid
5	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
6	<input checked="" type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
7	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
9	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
10	<input checked="" type="checkbox"/>	Submission of fully completed DPW-07: Form of offer and acceptance
11	<input checked="" type="checkbox"/>	Submission of original or a certified copy of Letter of Good Standing in respect of COIDA from the Department of Employment and Labour that is attested to, by the Commissioner of Oaths that is not older than 6 months at the closing of the tender.
12	<input type="checkbox"/>	

### 2.2 Administrative responsiveness criteria

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<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.
3	<input checked="" type="checkbox"/>	Submission of (PA-09 (GS)): List of Returnable Documents



4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
6	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
8	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
9	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
10	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
11	<input checked="" type="checkbox"/>	Submission of fully completed PA-29 Certificate of Independent Bid Determination
12	<input checked="" type="checkbox"/>	In case of a joint venture, the bidders must submit a separate PA-11, Declaration of Interest and bidder's past supply chain management practice
13	<input type="checkbox"/>	

3. Method to be used to calculate points for specific goals

For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.				
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim	
<input type="checkbox"/>	1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
	3.	An EME or QSE which is at least 51% owned by women.	4	ID Copy or CSD Report or CIPC (Company Registrations)
	4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
	5.	An EME or QSE which is at least 51% owned by youth.	2	ID Copy or CSD Report



				Or CIPC
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**For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDASA)
5.	An EME or QSE which is at least 51% owned by youth.	2	ID Copy or CSD Report or CIPC



**For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people.	4	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	2	ID Copy or CSD Report or CIPC (Company Registrations)
<input type="checkbox"/> 4. <input type="checkbox"/>	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDASA)
<input type="checkbox"/> 5. <input type="checkbox"/>	An EME or QSE which is at least 51% owned by youth.  <b>NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)</b>		ID Copy or CSD Report Or CIPC

**4. The following evaluation method for responsive bids will be applicable:  
(Where functionality is applicable, it will be applied as a pre-qualification)**

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> 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.

**5. 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.**

Functionality criteria:	Weighting factor:
<p><b>PROVISION OF CLEANING EQUIPMENT</b></p> <p>The bidder should attach a list of equipment dedicated to the execution of the project and a signed written commitment to "BUY or HIRE" on a supplier's letter head as per requirements below:</p> <p>1 x Delivery vehicle with proof of ownership            5 x High speed buffing/polisher machines with accessories            15 x 40lt Industrial Vacuum cleaners            15x 10lt Industrial Vacuum cleaners            60 x Double Trolley mops            15 x Window cleaning kit</p> <p>5 = Submission of all listed equipment            0 = Non Submission of all listed equipment above</p>	30
<p><b>BANK RATING</b></p> <p>The bidder must submit an original bank rating letter with bank stamp or a certified copy of such a letter 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>None compliance with the above, the bidder will be allocated zero points.</p>	10



<p><b>PREVIOUS EXPERIENCE AND REFERENCES</b></p> <p>Experience in providing similar scope of work (cleaning services) and to the value of R5 000,000.00 and above. Proposals should include/ attach an appointment letter and reference letter of cleaning services project of at least 1 year term completed. Appointment and reference letter should be on client letterhead with traceable contact details.</p> <p>5 = 5 x appointment letters and reference letters of projects rendered for similar scope of work to the value of R 5 000,000.00 or more per project</p> <p>4 = 4 x appointment letters and reference letters of projects rendered for similar scope of work to the value of R 5 000,000.00 or more per project</p> <p>3 = 3 x appointment letters and reference letters of projects rendered for similar scope of work to the value of R 5 000,000.00 or more per project</p> <p>2 = 2 x appointment letters and reference letters of projects rendered for similar scope of work to the value of R 5 000,000.00 or more per project</p> <p>1 = 1 x appointment letter and reference letter of a project rendered for similar scope of work to the value of R 5 000,000.00 or more per project</p> <p>0= Non submission of the above</p>	<p>30</p>
<p><b>HUMAN RESOURCES</b></p> <p>The bidder must submit a signed written commitment, on company letterhead to provide human resources as per specification 60 cleaners + 3 supervisors and 1 Project Manager. The bidder to attach an organogram as per project requirements</p> <p>3 x Supervisors (Attach CV with a minimum of 3 years' experience in cleaning services, and originally certified RSA ID copy not older than 6 months at the closing of the tender.)</p> <p>1 x Project Manager (Project manager a minimum of 5 years' experience in cleaning services, to attach CV, originally certified RSA ID copy not older than 6 months at the closing of the tender)</p> <p>5 = 60 x cleaners + 3 x Supervisors and 1 x Project Manager</p> <p>0 = Non submission of the above</p>	<p>30</p>
<p><b>Total</b></p>	<p><b>100 Points</b></p>
<p><b>Minimum functionality score to qualify for further evaluation:</b></p>	<p>50</p>

**6. 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 AVN BUILDING, 251 NANA SITA STREET, PRETORIA. A non-refundable bid deposit of R 500,00 is payable, (Cash only) is required on collection of the bid documents.

A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at MOMENTUM BUILDING, 329 PRETORIUS STR, PRETORIA on 5 JULY 2023 starting at 10:00AM. Venue AUDITORIUM 6. (if applicable)

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

<b>DPW Project Leader:</b>	LERATO CHOANE	<b>Telephone no:</b>	012 310 5018
<b>Cell no:</b>	079 877 5147	<b>Fax no:</b>	
<b>E-mail:</b>	Lerato.choane@dpw.gov.za		

**8. DEPOSIT / RETURN OF BID DOCUMENTS:**

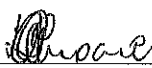
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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 229, PRETORIA 0001 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>AVN BUILDING 251 NANA SITA STREET PRETORIA G03</p>
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**9. COMPILED BY:**

LP CHOANE		SAO	20/06/2023
Name of Project Leader	Signature	Capacity	Date

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

<b>Project title:</b>	RENDERING OF CLEANING SERVICES AT THE MOMENTUM BUILDING FOR A PERIOD OF 24 MONTHS, EPWP PROJECT		
<b>Project Leader:</b>	LERATO CHOANE	<b>Bid / Quote no:</b>	PT 23/002

**1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:**

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

Bid Document Name:	Number of Pages:	Returnable document:
BID OFFER	Pages	<input type="checkbox"/>
PA-04	Pages	<input type="checkbox"/>
PA-09 (GS)	Pages	<input type="checkbox"/>
PA-10 (FM)	Pages	<input type="checkbox"/>
PA-11	Pages	<input type="checkbox"/>
PA-15.1	Pages	<input type="checkbox"/>
PA- 15.2	Pages	<input type="checkbox"/>
PA-15.3	Pages	<input type="checkbox"/>
PA-16	Pages	<input type="checkbox"/>
PA-29	Pages	<input type="checkbox"/>
PA-32	Pages	<input type="checkbox"/>
PA-40	Pages	<input type="checkbox"/>
CSD	Pages	<input type="checkbox"/>
LETTER OF GOOD STANDING - COIDA	Pages	<input type="checkbox"/>
BOQ/ PRICING SCHEDULE	Pages	<input type="checkbox"/>
DPW-07	Pages	<input type="checkbox"/>
DPW 16: SITE INSPECTION MEETING CERTIFICATE	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date



**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.



**3. DURATION**

- 3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.
- 3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.
- 3.3. The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.

**4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

- 4.1. The Employer shall give access to or supply the Service Provider with:
  - 4.1.1 All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and
  - 4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

**5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER**

- 5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.
- 5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.
- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.
- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.
- 5.5. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.
- 5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.
- 5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.



**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  $(Rw - Rn) \div X$  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>RENDERING OF CLEANING SERVICES AT THE MOMENTUM BUILDING FOR A PERIOD OF 24 MONTHS, EPWP PROJECT</b>		
<b>Bid no:</b>	PT 23/002	<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	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?            (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

**6. CERTIFICATION**

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

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_ (Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

\_\_\_\_\_

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### RESOLVED that:

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

\_\_\_\_\_

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

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

\_\_\_\_\_

(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)





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

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

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

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

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

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

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- 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).
- 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).
- 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)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

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

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



PA-15.3: Special Resolution of Consortia or Joint Ventures

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

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure 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 REGULATION  
2022



public works  
& infrastructure  
Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **Preference Points System to be applied**

*(Tick whichever is applicable).*

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 **Points for this tender shall be awarded for:**

1.3.1 **Price; and**

1.3.2 **Specific Goals**

1.4 **The maximum points for this tender are allocated as follows:**

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE		
SPECIFIC GOALS		
Total points for Price and Specific Goals	100	

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by <b>black people</b>	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE which is at least 51% owned by <b>women</b>	4	ID Copy Or CSD Report Or CIPC (company registration)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE which is at least 51% owned by <b>youth</b> .	2	ID Copy Or CSD Report Or CIPC (company registration)

1.5.2 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION  
2022

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	4	ID Copy Or CSD Report Or CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .	2	ID Copy Or CSD Report Or CIPC (company registration)



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

**1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable**

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	2	ID Copy Or CSD Report Or CIPC (company registration)
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate Or

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
5. <input type="checkbox"/>	<p>OR</p> <p>An EME or QSE or any entity which is at least 51% owned by <b>youth</b>.</p> <p>(only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)</p>		<p>South African Social Security Agency (SASSA) registration</p> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)</p> <p>ID Copy</p> <p>Or</p> <p>CSD Report</p> <p>Or</p> <p>CIPC (company registration)</p>

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No.

5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b>	4	10		
2. <b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by <b>women</b>	2	4		

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>  or  5. An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .*  (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)	2	2		

**Note:** \*in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2022

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	RENDERING OF CLEANING SERVICES AT THE MOMENTUM BUILDING FOR A PERIOD OF 24 MONTHS		
<b>Bid no:</b>	PT 23/002	<b>Reference no:</b>	

### 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 *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

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

<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:
  - (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 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position

<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.

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

Tender no: .....

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

1 EME: Exempted Micro Enterprise

2 QSE: Qualifying Small Business Enterprise

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

Tender no:

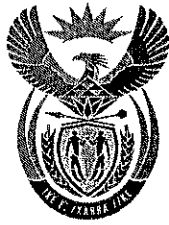
**2. DECLARATION:**

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**

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



public works  
& infrastructure

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

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

**A 24 MONTHS TERM CONTRACT, FOR THE RENDERING OF CLEANING  
SERVICE AT MOMENTUM BUILDING**

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

Representative: Ms LP Choane

Office hours Tel: (012) 310 5018

Cell: 079 877 5147

**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 site, Momentum Building 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: 39 820.86m<sup>2</sup>**

**Including mobile offices**

i. Number Of Floors	35
ii. Number Of Toilets	203
iii. Urinals	75
iv. Number Of Tea Kitchens	60
v. Number Of Levels Of Basement	3
vi. Any Other (Specify)	

**Pavements**

**Occupants**

**\*State Approximate Total Occupants at Any One Time**

**Permanent staff ±500**

**Visitors per day ±200**

**3. Site compulsory inspection (as advertised)**

#### **4. Guidelines**

- ÷ 1000 m<sup>2</sup> per cleaner
- ÷ 150 packets/bales of (48) of toilet rolls per month
- ÷ 80 packets of paper towel rolls (mini scot barrel, 6 in pack)
- ÷ All other cleaning chemicals necessary to render the service

#### **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. Curtains and voiles**

- 8.1** Dry cleaning of curtains once per year
- 8.2** Washing of voiles and laces on a quarterly basis.

#### **9. Doors**

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

- 9.2 Polish door-knobs with an approved metal polish where applicable - weekly.
- 9.3 Keep glass door clean – daily (frequently)
- 9.4 Wash glass doors with a degreasing agent and equipment that will not scratch the surface, and polish as required - weekly or on request.

**10. Glass/window cleaning**

- 10.1 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.
- 10.2 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.
- 10.3 Dust/wash/damp-wash partition glass and those mentioned in paragraphs 9.1 and 9.2 maintain a high degree of neatness - daily.
- 10.4 Clean partition glass. (spot cleaning daily)
- 10.5 Clean interior faces of all accessible windows (monthly)
- 10.6 Windows to be cleaned inside and outside (monthly)

**10.7 Entrance and Receptions**

- 10.7.1 sweep entrance steps and entrance steps (frequently)
- 10.7.2 clean doormats and walls (frequently)
- 10.7.3 wash steps (weekly)

**10.8 Glass and metal Work:**

- 10.8.1 spot clean glass doors (daily)
- 10.8.2 clean and polish all bright metal fittings (weekly)

**10.8.3 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)
- Deep cleaning of all carpets (once per year)

## **11. Elevators**

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

## **12. Furniture**

**12.1** 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.

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

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

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

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

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

**12.7** Cleaning of counters - daily.

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

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

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

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



### **13. Inside walls**

- 13.1 Remove spots and fingerprints on walls, paintwork, electric switches, etc. - daily
- 13.2 Dust wooden panels and partitions - daily.
- 13.3 Damp-wash wall tiles - daily.
- 13.4 Wash window sills with soap and water - daily.
- 13.5 Clean notice boards - daily.

### **14. 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

#### **14.1 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 dispensed 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)

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

14.2.1 Clean and disinfect with an approved disinfectant - twice daily.

14.2.2 Clean and polish all metal surfaces - daily.

**14.2.3** 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)

**14.3** Showers

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

**14.5** Mirrors

Clean and polish all mirrors - daily.

Clean all metal fittings. (daily)

Spot clean walls, doors and partitions and lockers where applicable

**14.6** Wall tiles and paintwork

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

**14.6.1** Remove dirty spots - daily.

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

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

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

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

**14.8** Visible pipes

Clean all visible pipes - daily.

**14.9** Floors

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

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

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

**14.10** Incinerators

Damp-wash with approved disinfectant - daily.

**14.11 Clogging**

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

**14.12 Glazed/enamelled surfaces**

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

**14.13 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.

**15. Telephones**

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

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

16.1 Dust handrails and fittings (daily)

16.2 Maintain landings, treads and risers according to finish (daily)

16.3 Clean fire escapes (weekly)

16.4 Wipe banisters with a damp cloth - daily.

16.5 Polish unpainted banisters as in paragraph 12.1 - monthly.

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

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

Deep cleaning of all carpets (once per year)

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

17.1.1 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 polish remover is used, the floor should be rinsed with clean water and properly dried.

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

**17.1.3** 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.

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

**17.1.5** 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.

## **17.2** Wooden floors and block-floors

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

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

### **17.2.2.1** High traffic (like passages)

Apply polishing agent and polish – weekly or on request

### **17.2.2.2** Offices, with or without loose carpets

Apply polishing agent and polish – weekly or on request

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

**17.2.4** Stripping and sealing of all floors – once per year

## **17.3** Carpets (wall-to-wall and loose)

**17.3.1** Vacuum all carpets - weekly.

**17.3.2** Thorough vacuuming as follows:

### **17.3.2.1** High traffic (like passages)

Twice a week or on request

### **17.3.2.2** Offices

Once a week or on request

**17.3.3** 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.

**17.3.4** 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, - once a year, after hours.

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

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

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

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

**17.4.3** 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 and dry cleaned by a professional dry cleaner. The Contractor will also return it to its original positions - on request, but at least once 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. Cleaning Equipment needed for this project but not limited to the below listed and should be in full functional condition throughout the contract period**

1 x Delivery vehicle with proof of ownership  
5 x High speed buffing/polisher machines with accessories  
15 x 40lt Industrial Vacuum cleaners  
15x 10lt Industrial Vacuum cleaners  
60 x Double Trolley mops  
15 x Window cleaning kit

## **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 (NDPWI)**

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

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

35.1.4 NDPWI 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 NDPWI's property where the loss occurs and is due to negligence on the part of NDPWI.

35.2.1 NDPWI 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 NDPWI and its staff, in the normal performance of their duties. A claim for this can be instituted by NDPWI for the full amount against the contractor. A certificate by NDPWI contract manager acting for NDPWI 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 NDPWI 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 NDPWI and has no authority to bind NDPWI to another party. The contractor must indemnify NDPWI against any claims or court action including legal fees (with lawyers and client expenses) that are instituted against NDPWI.

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

**If the service is not to the satisfaction of NDPWI contract manager, NDPWI 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 NDPWI to do so, NDPWI 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**

NDPWI 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 NDPWI.
- 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 NDPWI that it intends to cease performing its obligation in terms of the agreement;
- d. If the contractor informs NDPWI that it is incapable of completing the project;
- e. If, in the opinion of NDPWI, the contractor acted dishonestly.
- f. If the security clearance is revoked.

NDPWI 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 NDPWI 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. NDPWI 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, NDPWI 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 temporally 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. NDPWI 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 NDPWI contract manager.
- d. The contractor or any of his employees may not under any circumstances use any of NDPWIs 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**

##### **Normal Working hours**

Employer may not set task or hours of work that requires a worker to work:

- More than forty hours in any week
- More than five days in a week
- More than eight hours on any day

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)

##### **Lunch Breaks**

- A worker may not work for more than five hours without taking a meal break of at least 30 minutes duration
- An employer and worker may agree on longer meal breaks

## 45. Obligations of NDPWI

- a. NDPWI contract manager, or his representatives, shall act as informant between the contractor, and NDPWI.
  - b. NDPWI 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 NDPWI, the contractor will make its own arrangements in this regard without a right of recourse against NDPWI.

## 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, **3 x cleaning supervisor** dedicated to the contract for the full 24 months, **60 cleaners** dedicated to the contract for the full 24 months

47.2 The Contract manager must have at least four years applicable experience in project management

47.3 The Site Supervisor must have at least three 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 NDPWI's 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 NDPWI.

**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 NDPWI and as a result of such a request will not have the right to claim for any loss or damage against NDPWI. The contractor must indemnify NDPWI from any claims arising from the workers involved.

**48.8** If NDPWI has any information in connection with any of the contractors personnel that are involved in the performance of this contract, the contractor can request NDPWI 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 NDPWI.

**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 NDPWI contract manager for approval. NDPWI 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 NDPWI regards as offensive or undesirable. In this case NDPWI 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 shell not store or use any poisons, highly inflammable chemicals or materials on the property without the written consent of NDPWI for the delivery of these services. No long term storage is allowed.

## **54 Remuneration of Service**

- 54.1 NDPWI undertakes to pay the contractor per month, on completion of the month's maintenance, on fully completed upgrades as signed off by NDPWI 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 NDPWI, certified as correct and

according to the quotation conditions, and the quotation submitted, by NDPWI 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 NDPWI 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), by branding the project site, (Supplying EPWP safety clothing); and EPWP Reporting of Work opportunities to the EPWP in a prescribed template
- B. The contractor is referred to Basic Conditions of Employment Act, Act 97 of 1997 as amended, Ministerial Determination 4: Expanded Public Works Programmes Government Gazette Vol. 548, Pretoria, 18 February 2011, (published on the 4<sup>th</sup> of May 2012 under Government Gazette No. 35310) and should be read in conjunction with the Code of Good Practice for employment conditions of work for Expanded Public Works Programme published on the 18<sup>th</sup> February 2011 under Government Gazette No.34032 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 Department of Employment and Labour Rates.

D. All complaints in connection with the service must be attended to and rectified within 48 hours.

## 58 Employment

**58.1** The contractor will employ 60 EPWP Participants (workers) from the local area. The local area is defined as the CBD of Pretoria, Mamelodi and surrounding suburbs, Soshanguve, Mabopane and Hammanskraal. Proof of residence must be attached to the EPWP contract.

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

**Skilled staff Project Manager and 3 x site supervisors to be employed by the contractor additionally to the 60x EPWP staff.**

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

<b>Demographic</b>	<b>EPWP (worker)Target</b>	<b>Participants</b>
Youth (i.e. 16 – 35 years of age)	60%	
Women	55%	
People with disabilities	2%	

58.1.1 These EPWP employees (participants/workers) 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 **60** x EPWP staff.

The contractor will sign a temporary contract with EPWP participants as and when required.

58.1.2 The EPWP contractor and employees (participants/workers) 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 published on 18 February 2011 under Government Gazette No. 34032; and

- Basic Conditions of Employment Act 1997 Ministerial Determination 4: Expanded Public Works Programmes Government published on 4 May 2012 under Government Gazette No. 35310.

### **58.1.3 DIRECTIVE: MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES**

#### **A. PURPOSE:**

The purpose of this Directive is to give clarity in terms of the overtime, hours of work, annual leave and public holiday in the Expanded Public Works Programmes.

#### **B. BACKGROUND**

The amendment to the Ministerial Determination 4: Expanded Public Works Programmes published on the 4th May 2012 under Government Gazette No. 35310 bears reference to this directive.

- The Ministerial Determination should be read in conjunction with the Code of Good Practice for employment and conditions of work for Expanded Public Works Programmes published on 18 February 2011 under Government Gazette No. 34032.
- The Expanded Public Works Programme is one of government's key programmes aimed at addressing unemployment and poverty by providing income relief through temporary work for the unemployed. EPWP is funded, either fully or partially from public resources to create a public benefit.
- EPWP projects employ workers on a temporary or ongoing basis with government, contractors, or other non-governmental organisations under the Ministerial Determination for the EPWP employment conditions.
- Section 3 of the Ministerial Determination 4: Expanded Public Works Programmes regulates that some of the provisions regulated by the Basic Conditions of Employment Act such as section 10(2) (overtime rate) do not apply to the Expanded Public Works Programme.

- Furthermore, section 4(3) of the Ministerial Determination regulates normal hours of work for the Expanded Public Works Programme and provides that an employer may not set tasks or hours of work that require a worker to work –
  - a) More than forty hours in any week;
  - b) On more than five days in any week; and
  - c) For more than eight hours on any day

## **58.2 Training EPWP**

58.2.1 The contracted service provider will provide onsite training to EPWP participants, an accredited/Non-accredited training might be provided on selected participants where there is enough budget from EPWP through NSF and other source of funding.

58.2.1.1 Basic cleaning and deep cleaning

58.2.1.2 Occupational Health and safety.

58.2.2 Training attendance might be compulsory for all EPWP Employees.

58.2.3. EPWP employees will receive a full day's payment/stipend 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.

## **58.2 EPWP Project Branding**

58.2.1 Supply and issue protective clothing to EPWP participants at the cost of the contractor

58.2.2 The EPWP staff to wear a descent and neat uniform. The uniform becomes the property of the individual. The uniform is to be issued once a year.

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

- a) 3 x Two piece orange overalls, branded with the EPWP logo as well as the company logo**
- b) 3 x Orange T-shirts branded, with the EPWP logo as well as the company logo**
- c) 2 Pairs of safety boots**

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

### **58.3 EPWP reporting**

- a) All reports must be kept for three years after completion of the contract for auditing purposes
- b) Submit monthly progress report, electronically or by hand to the DPWI EPWP Unit by 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 DPWI.
- c) Daily registers
  - i. Daily registers must be kept on-site, and signed off by the NDPWI Project manager once a month.
  - ii. A summary of all daily registers must be provided to the NDPWI EPWP Unit not later than the 5<sup>th</sup> of every month.
- d) The contractor can appoint a chairperson from the labour force recruited in the surrounding communities, and to address labour related issues.
- e) 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: Cleaning Services at the Momentum Building**

**Year 1**

Labour costs as per labour rates updated December 2022 (inclusive of all benefits, e.g. compensation fund, uif, leave, etc)

**1. LABOUR (A)**

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

Unit price		Total per item p/m
60	=	_____

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

3	=	_____
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1x Project Manager

1	=	_____
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Total labour per month

\_\_\_\_\_

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

Per person		Total per month
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PPE (please refer to specification for detailed description)

64	=	_____
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Cleaning Equipments as per minimum requirements in specification

P/M \_\_\_\_\_

Cleaning consumables as per minimum requirements in specification

P/M \_\_\_\_\_

Overhead expenses and Management fee

P/M \_\_\_\_\_

Percentage markup/ Profit on cleaning

P/M \_\_\_\_\_

Sub Total (B)

\_\_\_\_\_

Total per month (A+B)

\_\_\_\_\_

VAT (\*where applicable)

\_\_\_\_\_

Grand Total (month 1-12 )

\_\_\_\_\_

**DEEP CLEANING SERVICES (C)**

**Cleaning services to be rendered once per year**

Unit price p/m <sup>2</sup>		Total amount
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Deep cleaning of all carpets @ 27 000m<sup>2</sup>

\_\_\_\_\_

Stripping and sealing of tiled areas @ 10 000m<sup>2</sup>

\_\_\_\_\_

Window Cleaning @ 15000m<sup>2</sup>

\_\_\_\_\_

Dry cleaning of lined curtains @ 3000m<sup>2</sup>

\_\_\_\_\_

Washing of voiles and lace curtains @ 5000

\_\_\_\_\_

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

**SUB TOTAL Y1 (Labour, Equipment, & Deep cleaning)**

\_\_\_\_\_

**VAT\*** (WHERE APPLICABLE)

\_\_\_\_\_

**TOTAL (Y1)**

\_\_\_\_\_

**Description: Cleaning Services at the Momentum Building  
Year 2**

Labour costs as per labour rates updated December 2023 (inclusive of all benefits, e.g. compensation fund, ulf, leave, etc)

**1. LABOUR (A)**

	Unit price	Total per item p/m
60 x day shift cleaners (6am to 3pm)	60	=
3 x day shift supervisor (6am to 3pm)	3	=
1x Project Manager	1	=
<b>Total labour per month</b>		

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

	Per person	Total per month
PPE (please refer to specification for detailed description)	64	=
Cleaning Equipments as per minimum requirements in specification		P/M
Cleaning consumables as per minimum requirements in specification		P/M
Overhead expenses and Management fee		P/M
Percentage markup/ Profit on cleaning		P/M
<b>Sub Total (B)</b>		
<b>Total per month (A+B)</b>		
<b>VAT (*where applicable)</b>		
<b>Grand Total (month 13-24 )</b>		

**DEEP CLEANING SERVICES (C)**

**Cleaning services to be rendered once per year**

	Unit price p/m <sup>2</sup>	Total amount
Deep cleaning of all carpets @ 27 000m <sup>2</sup>		
Stripping and sealing of tiled areas @ 10 000m <sup>2</sup>		
Window Cleaning @ 15000m <sup>2</sup>		
Dry cleaning of lined curtains @ 3000m <sup>2</sup>		
Washing of voiles and lace curtains @ 5000		

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

**SUB TOTAL Y2 (Labour, Equipment, & Deep cleaning)**

**VAT\* (WHERE APPLICABLE)**

**TOTAL (Y2)**

**GRAND TOTAL (Y1 + Y2) TO BE TRANSFERRED TO DPW-07, FORM OF OFFER AND ACCEPTANCE AND PA-32 INVITATION TO BID**