



public works  
& infrastructure

Department  
P.O. Box 25415, Durban 4003  
REPUBLIC OF SOUTH AFRICA

Private Bag 25415 DURBAN 4003 Tel. Code: +27 31 761 814 7000 website: [www.publicworks.gov.za](http://www.publicworks.gov.za)  
Supply Chain Management – Mr. Thekisoani Zeane – 031-314 7102  
Works Management – Mr. Shino Mqizane

## REQUEST FOR QUOTATION

You are hereby invited to submit a quotation for the supply and delivery of the following services to be rendered at Justice: Gatawathi Magistrate Courts

Bid response documents to be deposited in the bid box located at: National Department of Public Works and Infrastructure: Corner of Pixley Ka Seme (Aliwal Street) and Samora Machelo (West Street)

Item	Description	Quantity / Period
1	Cleaning and hygiene services for 7 months	

CLOSING DATE: 06 September 2022 : CLOSING TIME @ 11:00AM

NOTE: No late documents will be accepted.

Kindly submit your quotation by fully completing all attached bid documents, and all of quantities or specifications attached hereunder, and clearly indicate the delivery period and the validity period of your quotation, kindly also clearly indicate if you are including or excludes VAT. "You may claim VAT only if you are a VAT Vendor".

### TERMS AND CONDITIONS

- If a supplier fails to deliver any or all goods or fails to deliver the required services within the specified period on the order / contract or appointment letter the Department of Public Works and Infrastructure may impose a penalty and further deduct from the order / contract amount of the delayed goods or unperformed services, or terminate the contract in part or in whole.
- The Department of Public Works and Infrastructure quotation documents must be fully completed, signed by the bidder and bear the signature of witnesses and be forwarded to the aforementioned physical address or email. Failure to comply with these requirements will result in the quotation being disregarded.

Yours Faithfully

SIGNATURE:

DATE:

For: National Department of Public Works and Infrastructure

Acknowledgement of the request to quote

Sign for acceptance: \_\_\_\_\_

Company Stamp

Sign in response: \_\_\_\_\_

**PA 32: INVITATION TO BID  
PART A**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MNC) (DEPARTMENT/GOVERNMENT)**

BID NUMBER: **DRM/02/06/05** CLOSING DATE: **08/09/2022** CLOSING TIME: **11:00AM**

DESCRIPTION: **JUSTICE; CHLATSWORTH MAGISTRATE COURT: CLEANING AND TYPING SERVICES FOR 7 MONTHS**

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW041 GS or DPW042 GS).**

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**Corner Dr Pixley Ka Somo & Mabilele Street  
Johannesburg**

OR POSTED TO:  
**Room 19 at SCM banking wj**

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

	TCS PIN:		OR	OSD No:	
B-BBEE STATUS LEVEL VERIFICATION OFFICIAL (TICK APPROPRIATE BOX)	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	

IF YES, WHO WAS THE OFFICIAL SELECTED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND ANY OTHER APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCEPTED BY THE SOUTH AFRICAN ASSOCIATION SYSTEM (SAMS)
	<input type="checkbox"/>	A REGISTERED AUDITOR DETAILS:
		NAME
		REGISTRATION NUMBER
		BUSINESS ADDRESS
		.....
		.....
		.....
		.....
		.....
		TELEPHONE NUMBER
		.....
		E-MAIL ADDRESS
		.....

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT FOR B-BBEE) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE APPOINTED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES (WORKS) OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES, INCLUDE PROOF)	ARE YOU A CORE OR RATED SUPPLIER FOR THE GOODS/SERVICES (WORKS) OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES, ANSWER PART 23 BE (IV))
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)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT: PUR. IDENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**PART B  
 TERMS AND CONDITIONS FOR BIDDING**

- 1. BID SUBMISSION**
  - 1.1. BIDS MUST BE DELIVERED BY THE SPECIFIED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
  - 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE.
  - 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
  - 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
  - 1.5. THIS BID IS SUBJECT TO THE FIDUCIARY ACQUISITION POLICY FRAMEWORK ACT 2017 AND ALL APPLICABLE PROCUREMENT REGULATIONS 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER REGULATION 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) ONLINE MAY ALSO BE MADE ONLINE IN ORDER TO USE THIS PROVISION. TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE ONLINE MANAGER SYSTEM.
  - 2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS TO THE BIDDING INSTITUTION.
  - 2.5. IN THE EVENT JOINT VENTURES / JOINT VENTURES / JOINT VENTURES ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE APPLICATION FOR TCS WITH 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.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
2.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

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

Note also:

- In respect of VAT, VAT vendors, the Bidder(s) must, however the bid price, include Bid on 50% of the Value Added Tax of 100% where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- All delivery costs must be included in the bid price, for delivery at the prescribed destination.
- The price then appears on this form to be a net price, to be calculated for acceptance on a 50% and final offer.
- The grand total bid price including all items, including all VAT, submitted on the bid offer must, however, be 100% included in the final price.
- Value added tax (including the 0% value added tax) must be included in the bid price, and the 0% value added tax must be included in the final price. No further correspondence shall be required in this regard.

"All applicable taxes" includes value added tax, pay as you earn, income tax, employment tax, employer funded pension funds and skills development levies.

## PA-03 (GS): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF *PROVISIONING OF cleaning and hygiene MAGISTRATE*

Project description:	JUSTICE: CHARTWORTH MAGISTRATE COURT: PROVISIONING OF CLEANING SERVICE FOR 07 MONTHS
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Quote no:	DJK022/CSMB	Closing date:	06/05/2022
Closing time:	11h00	Validity period:	30 days

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

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified in the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1 PA-15.3, PA-15.3) Resolution by the Legal Entity, or consortium / joint venture authorising a designated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable tender(s) / documents as per (PA-08 (GS)). List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11) Declaration of Interest and Bidder's Past Supply Chain Management Practices.
<input type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Copy of joint venture agreement (where a joint venture and / or consortium)
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement.
<input checked="" type="checkbox"/>	Compliance to Local Production and Content requirements
<input checked="" type="checkbox"/>	Use of domestic fluid is prohibited
<input checked="" type="checkbox"/>	Submission of original sworn B-BBEE Affidavit, certified by Commissioner of Oaths, or a copy of SANRAL approved U-BBEE certificate (Subject to verification)  Submission of PA 16  Submission of PA 40  Submission of PA 32 with a form of offer
<input checked="" type="checkbox"/>	Submission of a letter of good standing (valid) Submission of copy of BCCB certificate, / NCCB valid at the time of closing subject to verification

Compliance with Pre-qualification criteria for Preferential Procurement (Tick where applicable)

<input checked="" type="checkbox"/>	A bidder(s) having stipulated minimum B-BBEE status level of contributor, <input checked="" type="checkbox"/> Level 1 Or <input type="checkbox"/> Level 2
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Points scoring system applicable for this bid:

BCCB points scoring system

Indicate the Price weighting applicable to this bid:



Notice and Invitation for Quotation: P/W 02 (G5)

	Weighting percentage (must add up to 100 %)
Price:	100% of 30 points
Total:	100%

Preference Points awarded according to the B-BBEE Status Level of Contributor

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

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

- In the case of Exempted Micro Enterprises (EME) and Qualifying Small Enterprise Enterprise (QSE) a valid Sworn Affidavit must be submitted with the bid offer
- Bidders other than EME or QSE must submit an original or certified copy of the B-BBEE Status Level Verification Certificate in order to qualify for preference points for B-BBEE
- A tender must submit proof of its B-BBEE status level of contributor
- A tender failing to submit proof of B-BBEE status level of contributor of be a non-compliant contributor to B-BBEE may not be disqualified
- A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the tender value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the entire work.

COLLECTION OF BID DOCUMENTS:

All questions must be completed on the official form provided with this Invitation and completed in ink, preferably black. Completed forms must be delivered to the Department of Public Works at the following address or faxed to the fax number below.

This quotation is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. Attached Terms and Conditions should be signed and submitted with the official documents.

The terms of the successful bidder must be in clear and satisfactory arrangements to be made with the Receiver of Revenue to meet the bidder's tax obligations. The attached (P/W 01) form "Application for Tax

**Notice of Invitation for Quotation (PA-02 (05))**

All one of the successful bidder must be in order to make necessary arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations. The attached (PA-07) form "Application for Tax Clearance Certificate" must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes.

- Bid documents may be available during working hours on insert date at the following address: **PIXSLEY KASEME Corner Alfred and West Street Durban 4001.**
- Bid documents available for the download of all interested parties contact us on
- A non-refundable bid deposit of R100 000 is payable, (Cash only) as a condition of collection of the bid documents.
- A sealed pre-bid meeting with representatives of the Department of Public Works will take place at insert address on 2022/07/05 starting at insert time.

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

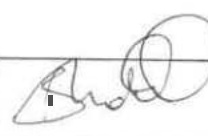
<b>DFW Project Leader:</b>	<b>Roxanne Ndabeka</b>	<b>Telephone no:</b>	<b>0315 47002</b>
<b>Cell no:</b>	<b>0824685853</b>	<b>Fax no:</b>	<b>0802724825</b>
<b>E-mail:</b>	<b>rox.ndabeka@dpw.gov.za</b>		

**DEPOSIT / RETURN OF BID DOCUMENTS:**

The closing time for receipt of bids is 11:00h on insert date.  
 Telegraphic telebank, fax, facsimile, electronic and/or site bids will not be accepted.  
 Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid advertisement.  
 All bids must be submitted on the following terms (not to be negotiated):

<b>BID DOCUMENTS MAY BE FORWARDED TO:</b>		<b>DEPOSITED IN THE TENDER BOX AT:</b>
<b>THE DIRECTOR - GENERAL        NATIONAL DEPARTMENT OF PUBLIC WORKS        PRIVATE BAG X 54315        DURBAN        4001</b>	<b>OX</b>	<b>Physical Address        Corner sandton road and Pixsley        Kaseme        Room no</b>
<b>ATTENTION,        PROCUREMENT SECTION: ROOM room no</b>		

**COMPILED BY:**

<b>Full Name</b>		<b>NO</b>	<b>2022/07/05</b>
<b>Name of Project Leader</b>	<b>Signatures</b>	<b>Capacity</b>	<b>Date</b>



## DPW-04.2 (GS): - CONTRACT FORM: RENDERING OF SERVICES

This form must be filed in duplicate by both the service provider (part 1) and the purchaser (part 2). Both forms must be signed in the original so that the service provider and the purchaser would be in possession of or jointly signed contracts by their respective records.

### Part 1: Contract Form completed by the Service Provider:

- I hereby undertake to render services described in the attached bidding documents (name of the Institution) \_\_\_\_\_ in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **28BAHQ** at the prices quoted. My offer is remain binding, irrevocable and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- The following documents shall be deemed in form and be read and construed as part of this agreement:
  - Bidding documents viz  
 Invitation to bid (PA - GS: 28)  
 Pricing schedule(s)  
 Bill of material / directives / proposal  
 Preference Certificates in terms of the PPFPA regulations 2017 (PA -16)  
 Declaration of interest (PA -11)  
 Special Conditions of Contract
  - General Conditions of Contract: (PA -10) and
  - Other Specify \_\_\_\_\_
- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents, that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfillment of all obligations and conditions revolving on me under this agreement as the prime liability for the due fulfillment of this contract.
- I declare that I have no participation in any collusion or practices with any bidder or any other person regarding this or any other bid.
- I confirm that I am duly authorized to sign this contract.

### Part 2: Contract Form completed by the Purchaser:

- I **ANUSIWE MOBBELE** in my capacity as Project Lawyer accept your bid under reference number **18/23/2/12/626**
- Dated **insert date** for the rendering of services indicated hereunder and/or further specified in the schedule(s).
- An official order and pricing service delivery instructions is forthcoming.
- I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.



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

**SIGNATURES OF THE CONTRACTING PARTIES:**

I hereby accept and signed on \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
 Name of signatory  
 for and behalf of the Department of Public Works and  
 as Signature authority holder for DPW

\_\_\_\_\_  
 Capacity of signatory  
 as Witness

\_\_\_\_\_  
 Name of signatory  
 for and behalf of the Bidder who by a genuine  
 financial means is the total owner

\_\_\_\_\_  
 Capacity of signatory  
 as Witness

**FACILITIES MANAGEMENT**  
**CONDITIONS OF CONTRACT (DPW)**  
**SEPT. 2005 VERSION 1**

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

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- 1.1.10. **"Materials"** includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;
- 1.1.18. **"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 Materials and provides the criteria and assumptions, which shall 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 remove 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 conditions relating to the manner in which the Services in set, 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 the 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/other 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 annex 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. Every provision in a definition clause is a substantive provision conferring rights or imposing obligations or any other 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 3.3 and 3.4 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 or altered 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 have been reduced to writing and signed by the authorized 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 services 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 and any notices relating to the Services.
- 5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorized 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 his behalf for the Employer, save where prior written authorization has been obtained.
- 5.4. The Service Provider shall employ his staff, his employees, agents and representatives with 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 a team member negligently in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or majority 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 staff/teams 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 if an 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 by and may revoke 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 delegation 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 secure 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 (exc. VAT).

**8. SECURITY CLEARANCE**

- 8.1 In the event of security clearance becoming necessary for the Service Provider, any subcontractors and all human resources utilized by the Service Provider shall have to undergo security clearance for which purposes 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 refuse 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 properly identified 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 shall not be sold, leaked, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photography or other reproduction, without the Employer's prior written consent. Any disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer to terminate the Contract.
- 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 unauthorized disclosure or use thereof, either in whole or in part, and/or
- 9.1.2 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 individual or 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 end 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 Party is to be delivered.
- 11. INSURANCE**
- 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 (88 of 1988).
- 12.2 The Service Period shall commence 30 days from Commencement Date, or on such other date as may be 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.
- 12.6 If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than refusal 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.



14. Agreement to the programme by the Service Manager or any adjustment thereto will not affect 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 proprietor 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 unless a decision 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 effect to, 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 provisions of this clause.
- 16.5. It is the responsibility of the Service Provider to obtain the licences, permissions and/or permits, referred to in Clause 15.4, 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 or other charges referred to in 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 unreasonable 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 its 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 specifications, good industry practice and the Service Manager's written instructions and shall be suitable for the purposes 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 authorised 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 an act or omission on the part of the Service Provider.

20.2. If the remedial or repair work becomes 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 initiate and commence 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 indemnify the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequential 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 course 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 contingent upon 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 course of or caused by the rendering of the Services.

- 21.1.3 Any liens, attachments, charges or other encumbrances on 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 actions arising out 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 alter the Contract.
- 22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Work will be regarded as being identified Projects and shall proceed with under clause 22 and shall be executed as a variation order.
- 22.4. The Service Provider shall inform the Employer of any variations which are deemed to be Additional Services or in 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 authorization, 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, however, through another service provider or through the Service Provider award 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 authorization, 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
- describe the very works required to be executed by the Service Provider under the Identified Project;
  - state the date commencement, and completion dates of the relevant Identified Project;
  - state the total cost of the relevant Identified Project as agreed to between the Parties; and
  - any additional requirements to construction of contract and/or restrictions, other than those already stated in the Contract, that will be applied to.
- 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 semi-works like any 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/work is 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 in writing between the Employer and the Service Provider and in absence of executing the Identified Project, 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 23.8, 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, substitution or organized work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any unexpected increase in 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 in 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 was conditions occur, the formula below shall be used to calculate separately the delay for each calendar month in part hereof. It shall be calculated every month during the period referred to herein above, or until the close 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.

$$V = (N_{AW} - N_{AV}) \times (R_{AV} - R_0)$$

- V = Delays due to rain in calendar days in respect of the calendar month under consideration.
- $N_{AW}$  = Actual number of days during the calendar month in which a rainfall of Y mm or more per day has been recorded.
- $R_{AV}$  = Actual rainfall in mm for the calendar month under consideration.
- $N_{AV}$  = 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.
- $R_0$  = 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  $(N_{AV} - N_{AW})$  calendar days, where  $N_{AV}$  = number of days calendar days in the month under consideration.

The factor  $(N_{AW} - N_{AV})$  shall be considered a representative fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.

The factor  $(R_{av} - R_n) + X$  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 wind damage, which could cause further or additional delays and which should be treated separately from any extension of time to be concerned.

Accurate rain gauges 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 delay 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 the 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 extension 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 Project 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 requested in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider excused from liability to pay the penalty stipulated in 23.9 in respect of performance of the early networks within the period of 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 Work 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 Work, as amended from time to time.
- 25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Work.

- 25.9 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 service, management fees, and any use 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 CRAP 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 (and 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 (and VAT).
- 26.4 The monthly certificate shall be supported by a detailed invoice substantiating the Services rendered at each facility during a 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, in 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 26.7 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)(h) of the Public Finance Management Act, 1989 (Act 1 of 1989), 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 selected 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.

26.15 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 released 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 50% 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 50% 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 overpayment from any amount due to the Service Provider in respect of the 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 exercise of section 30 (1)(h) of the Public Finance Management Act, 1990 (Act 1 of 1990), as amended.

**29. COMPLETION**

29.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employers Assets and Data handed over at commencement of the Contract and re-assessed 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 tacitly 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 another (see principal)

**31. INDULGENCES**

31.2 No extension of time, forbearance or other indulgence 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 receipt thereof. But in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider shall require 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 the said 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, reimbursement or payment to the Service Provider.

32.3 The copyright of all electronic files, software programmes etc. prepared or developed in terms of this Contract shall likewise vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, reimbursement 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 of 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 defined 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 serve 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 the 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 any awarding 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, at any and throughout 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 events:

- 34.2.1 on breach of this Contract by the Service Provider as authorized in Clause 33;
- 34.2.2 on announcement of any action for the dissolution 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;
- 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 the 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 under the Project and instructions to resume or to resume 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 have not been received from the Employer within three (3) months after such instructions were requested by the Service Provider.

34.5 Notwithstanding the Contract between the Employer and the Service Provider, or any award thereto, be terminated by either of the Parties due to reasons not attributable to the Service Provider;

- 24.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 24.5.2 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.
- 24.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if the Contract is terminated and specifically agrees in writing (on FIC) days of written request from the Employer, give access to and to make available all information, documents, programmes, files or 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.

**25. DISPUTE RESOLUTION**

- 25.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.
- 25.2 If the Parties fail to resolve a dispute through negotiations mentioned in 25.1 within 14 days of a dispute being referred, the Parties may, by written agreement refer the matter to mediation.
- 25.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President South African of Arbitration Management Institute shall nominate the mediator.
- 25.4 Whether or not mediation resolves the dispute and irrespective of the outcome 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.
- 25.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.
- 25.6 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.
- 25.7 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.
- 25.8 If the dispute or any part thereof remains unresolved, it may be resolved by judicial proceedings.
- 25.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediator will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 25.8.
- 25.10 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.

**26. GENERAL**

- 26.1 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 have effect.
- 26.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

**27. DOMICILIUM CITANDI ET LEGITIMUM**

- 37.1 The domicile, a bank of exchange 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 domicile, bank of exchange 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 of user 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 on (10) days after the date it was mailed, 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 deemed written notice or communication to such Party.
- 37.5 Any notice, request, consent, or other communication made between the Parties pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person or via a registered post or e-mail 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.

**REVISED PA-11: BIDDER'S DISCLOSURE**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State Institution

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

## REVISED PA-11: BIDDER'S DISCLOSURE

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

## 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consocium<sup>2</sup> will not be construed as collusion bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any consultant regarding the quality, quantity, specifications, prices, including methods, factors or formulae used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be,

<sup>2</sup> Joint venture or consocium means an association of persons for the purpose of achieving their respective, possibly, separate, official, skills and knowledge in an activity for the execution of a contract.

**REVISED PA-11: BIDDER'S DISCLOSURE**

disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of his official bid opening or of the awarding of the contract.

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

3.6 I am aware that in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 49 of 1999 and/or may be handed to the National Prosecuting Authority (NPA) for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SOM INSTRUCTION 05 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature Date

.....  
 Position Name of bidder



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

Project title:	Provisioning of cleaning and hygiene services for 07 months		
Tender / Bid no:	DSM0	Reference no:	09/2021/2025

I, \_\_\_\_\_ (Surname and name),  
 identity number, \_\_\_\_\_ do hereby declare that I am a registered medical  
 practitioner, with my service number being \_\_\_\_\_ practicing at  
 \_\_\_\_\_ (Physical or postal addresses);  
 declare that I have examined Mr. / Ms. \_\_\_\_\_  
 Identity number \_\_\_\_\_ and have found the said person to be  
 permanently disabled or having a recurring disability

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

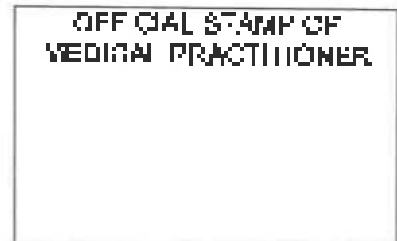
The nature of the disability is as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I thus signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

Date: \_\_\_\_\_





## 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 \_\_\_\_\_ (venue)

On \_\_\_\_\_ (date)

RESOLVED that:

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

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

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

- That/Ms/Ms: \_\_\_\_\_

In what Capacity: \_\_\_\_\_ (Position in the Enterprise)

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

and is hereby authorized 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
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16			



17			
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The Bidding Employer hereby declares the Department of Public Works from any other whatsoever and they shall be held to be deemed to be agreed.

**Note:**

1. Details which is not applicable
2. This resolution must where possible be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. In the event that particular Director or partner with the resolution must be signed by Directors / Members / Partners holding majority of the shares / interests of the Bidding Enterprise details proof of shareholding / ownership being:
4. Affidavit / Affidavit / Affidavit of the Bidding Enterprise (or alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be authorized in writing to duly completed power of attorney signed by the Directors / Members / Partners holding majority of the shares / interests of the Bidding Enterprise (proof of shareholding / ownership and power of attorney to be attached hereto)
5. Stamp of the number of Director / Members / Partners (where the space available herein is insufficient names and signatures must be appended on a separate page.

<b>ENTERPRISE STAMP</b>

## 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:

\_\_\_\_\_

(Name, contact information and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (venue)

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

**RESOLVED that:**

- The Enterprise submit a Bid/Tender, in consortium/joint Venture with the following Enterprise:

\_\_\_\_\_

(Name, contact information and registration number, if applicable, of the Enterprise forming the Consortium/Joint Venture)

with 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)

- Tenderer's

in furtherance of: \_\_\_\_\_ (Project description)

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

and is hereby authorized to sign and execute, jointly and severally, the Consortium Agreement with the parties listed in 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.

- The Enterprise accepts joint and several liability, together with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture arising 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.

- The Enterprise chooses as its sole and exclusive agent of record for all purposes arising from the joint venture agreement and the Contract with the Department in respect of the project under item 1 above.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (POC)



PA-15.9 Resolution of Board of Directors to enter into Consortium in Joint Ventures

Total Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (nrk)

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

Tax number: \_\_\_\_\_

	Name	Capacity	Signature
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14			
15			

The party accepting liability declares the Department of Audit Affairs has approved its liability as follows: \_\_\_\_\_  
 Director/Officer, Dept.

**Notes**

1. Complete when final application
2. IBE. This is a document which usually, is signed by all the Directors / Members / Partners of the B/B/JV Company
3. In the event that a request is made to complete the resolution form, it should be signed by Director / Member / Partner of the B/B/JV Company, and the company's name, the company's address, the company's telephone number, and the name of the Director / Member / Partner of the B/B/JV Company should be attached thereto.
4. Director / Member / Partner of the B/B/JV Company may alternatively appoint a person in charge of the company on behalf of the B/B/JV Company for IBE purposes for the B/B/JV Company, if it is the company's name of the company, signed by the Director / Member / Partner of the B/B/JV Company, and the name of the Director / Member / Partner of the B/B/JV Company should be attached thereto.
5. Should the member of Director / Member / Partner of the B/B/JV Company, or the company, be unable to sign and signatories may be signed 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 (hereby referred to as the "Contractor(s)"), of the following nature:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

Held at \_\_\_\_\_ (Date)

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-15-0 Special Resolution of Consortium or Joint Ventures

I, **Mr/Ms/Ms:** \_\_\_\_\_  
 in his/her Capacity as \_\_\_\_\_ (Position of the Applicant)  
 and who will sign as follows: \_\_\_\_\_

I do and I hereby, authorise to sign the Bid, A as 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 Enterprise or Consortium or Joint Ventures 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 concerning form 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 B above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written approval of the other Enterprises of the Consortium/Joint Venture, assign 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 to be jointly and severally responsible for all expenses 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 15.2: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
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The meeting of the consortium members of the Department of Public Works and Related Services from any other member of the consortium being signed.

- Note:**
1. Only consortia are allowed.
  2. All the members shall be signed by the duly authorized representatives of the legal entities in the consortium by means of complying with number 2 of section 2 of PA 15.2.
  3. Provide the number of the City, District and Metropolitan Council of the respective local authority formed by the member(s) of the consortium in the relevant section of the application form.
  4. The form PA 15.2, duly completed and signed, from the Consortium Members who participate in Consortia or Joint Ventures, must be submitted to the Special Resolution PA 15.2.

## PA18: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

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

- the B-BBEE system for requirements with a Rand value of up to R30 000 000 (not applicable to non-eligible bids)
- the B-BBEE system for requirements with a Rand value above R30 000 000 (not applicable to non-eligible bids).

1.2 The value of this bid is estimated to be **Rand Exempt R50 000 000** (all applicable taxes included) and it is being tendered using the **B-BBEE** system and is applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The award will be based on the following allocation of points:

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

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

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

1.6 Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and Intellectual Property Commission (CIPC) confirming their annual turnover of R10 Million or less and 51% of black ownership to claim points.

- 1.7 The purchaser reserves the right to require the bidder submit a performance bond or standstill subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY RSA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THE FINAL PHASE OF COMPLETELY BY DECEMBER 2017.

## 2. DEFINITIONS

- (a) "all applicable taxes" includes value added tax, pay as you earn, turnover tax, company tax, income tax and any other tax or duty levied or payable in India.
- (b) "B-BBEE" means an enterprise that has an issuer placement as defined in section 7 of the Broad-Based Black Economic Empowerment Act.
- (c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard available in the Codes of Good Practice or Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) or the Broad-Based Black Economic Empowerment Act.
- (d) "bid" means a written offer in a pre-qualified or eligible form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.
- (e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity in the absence of a contract;
- (h) "contract" means the agreement that meets the functional requirements of a bid by an organ of state;
- (i) "EME" means an exempted Micro Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) "firm price" means the price that is only subject to adjustment in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the 2003 (Act No. 53 of 2003) is binding on the contractor and demonstrably was or influenced on the price of any supplies or the relevant costs of any services, for the execution of the contract;
- (k) "functionality" means the measurements and quality pre-determined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, visibility and durability of a service and the capacity and quality of a facility;
- (l) "non-firm price" means a price that is less than firm price;
- (m) "person" includes a juristic person;
- (n) "QSEL" means a Qualifying Small Enterprise as defined by Codes of Good Practice under



section 3(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)

- (i) "tend value" means the total estimated value of a contract in South African currency, calculated at the time of a invitation, and includes all applicable fees and service charges;
- (j) "sub-contract" means the primary contractor's assigning, allowing, allowing sub-contractors or allowing another person to engage such primary contractor in the execution of part of a project in terms of the contract;
- (k) "total revenue" bears the same meaning assigned to this expression in the Code of Good Practice on Black Economic Empowerment issued in terms of section 8(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- (l) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (m) "trustee" means any person, including the founder of a trust, in whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points will all be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid may be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE R0/20 OR R0/10 PREFERENCE POINT SYSTEMS

A maximum of 20 or 10 points is allocated for price or the bid being the:

R0/20 or R0/10

$$P_1 = 20 \left( \frac{P_2 - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_1 = 10 \left( \frac{P_2 - P_{\min}}{P_{\min}} \right)$$

Where:

$P_1$  = points scored for comparative price of the tender under the tender

$P_2$  = price which is equal to the tender price



Form – Completed by the Applicant/Contributor

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

5.1 In terms of Regulation 6(2) and (3) of the Preferential Procurement Regulations, preference points must be awarded to a tender for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (B0/10 system)	Number of points (B0/20 system)
1	10	20
2	8	16
3	6	12
4	4	8
5	2	4
6	1	2
7	0	0
8	0	0
9	0	0
Non compliant contributor	0	0

5.2 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard satisfying every group structure and that such a consolidated B-BBEE scorecard is prepared for every applicable year.

5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.5 A person awarded a contract may not subcontract more than 20% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the subcontractor is a small business EME that has the capability and ability to execute the subcontract.

**6. BID DECLARATION**

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table referred to in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verifier or Agency accredited by SANAS or Bona AM level for EME's and QSE's.

**8. SUB-CONTRACTING (related to 5.5)**

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

8.1.1 If yes, include:

- (i) what percentage of the contract will be sub-contracted? ..... %
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME's QSE YES / NO (where which is not applicable)

Designated Group: An EME or QSE which is at least 51 % owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Companies owned by Black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

9.4 TYPE OF COMPANY: FIRM

- Partnership/ Joint Venture / Consortium
- One person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited



## PA-35: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

### 1. General Conditions

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

$$LC = [1 - x / y] \times 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SABS 1286:2011 is accessible on <http://www.thedti.gov.za/IndustrialDevelopment/tp.jsp> at no cost.



- 1.3. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content) Declaration, Summary Schedule(s) are not submitted as part of the bid documentation;
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1288:2011) for this bid is/are as follows:

<u>Descriptor of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Clothing, Textiles, Footwear</u>	<u>100%</u>
_____	<u>%</u>
_____	<u>%</u>

3. Does any portion of the goods or services offered have any imported content?  
(Tick appropriate box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1288:2011):

<u>Currency</u>	<u>Rates of exchange</u>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

ND: Bidder must submit prior to the SARB rate (s) of exchange used

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

**LOCAL CONTENT DECLARATION  
(REFER TO ANNEX B OF SATS 1288:2011)**

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



**LOCAL CONTENT DECLARATION  
(REFER TO ANNEX B OF BATS 1288:2011)**

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

IN RESPECT OF BID NO. ....

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

.....

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external, authorized representative, auditor or any other third party acting on behalf of the bidder.

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.litedi.gov.zw/index.php?development>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to periodically update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned (.....) (Full names), do hereby declare, in my capacity as (.....) of (.....) (Name of Bidder) that:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) The goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in this list, and as measured in terms of SATS 1288:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1288:2011, the rates of exchange indicated in paragraph 2.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Our price, excluding VAT (%)	R
Imported content (x), as calculated in terms of SATS 1288:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1288:2011	

Any reference to words, expressions or abbreviations in any other document should be construed to have the same meaning as in words, expressions or abbreviations.



If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1288:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (c) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1288:2011.
- (c) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data or data that are not verifiable as described in SATS 1288:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2016 (Act No. 5 of 2016).

SIGNATURE: \_\_\_\_\_

WITNESS No. 1 \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS No. 2 \_\_\_\_\_

DATE: \_\_\_\_\_





Annex D

19/11/2019

Impaired Credit Provision - Trading Schedule - Annex C

01	Accounting	
02	Trade receivable	
03	Equipped vehicles	
04	Trade receivable	
05	Trade receivable	
06	Trade receivable	

July 2019 to June 2020 in all currencies

A. Encumbered long term contract

Contract ID	Contract description	Contract type	Contract value	Contract details						Contract status	
				Contract start date	Contract end date	Contract currency	Contract interest rate	Contract maturity	Contract balance	Contract type	Contract value
001	001	001	001	001	001	001	001	001	001	001	001

B. Encumbered short term contract

Contract ID	Contract description	Contract type	Contract value	Contract details						Contract status	
				Contract start date	Contract end date	Contract currency	Contract interest rate	Contract maturity	Contract balance	Contract type	Contract value
001	001	001	001	001	001	001	001	001	001	001	001

C. Impaired by credit provision used up to the Termination

Contract ID	Contract description	Contract type	Contract value	Contract start date	Contract details					Contract status	
					Contract end date	Contract currency	Contract interest rate	Contract maturity	Contract balance	Contract type	Contract value
001	001	001	001	001	001	001	001	001	001	001	001

D. Other financial assets

Contract ID	Contract description	Contract type	Contract details		Contract status	
			Contract start date	Contract end date	Contract balance	Contract value
001	001	001	001	001	001	001

Contract details

Contract details

Contract details

Contract details





**public works**

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

**TENDER DBNQ**

**RETURNABLE DOCUMENTS**

**AND**

**TERMS OF REFERENCE**

**FOR THE**

---

**APPOINTMENT OF SERVICE PROVIDER**

**TO**

**RENDER CLEANING, & HYGIENE SERVICE**

**FOR 07 MONTHS**

---

**AT CHARTSWORTH COURT**

**DOJ - KZN**

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**APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF CONTRACT CLEANING & HYGIENE SERVICES AT THE DEPARTMENT OF JUSTICE OFFICES FOR A PERIOD OF 07 MONTHS**

## **INTRODUCTION**

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

### **2. DURATION OF CONTRACT**

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

Also note that certain equipment's are required to perform cleaning and is equipment you will vacate with it when the contract expires.

- 1 Vacuum cleaner
- 1 Floor polish machine
- 2 winger buckets
- 2wal sign boards
- 2 Window squeegees

### **3. SUBMISSION REQUIREMENTS**

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

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

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

### **4. CONTRACTUAL ASPECTS**

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

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

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

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

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

## 5. WORK SCHEDULE

5.1 The official working hours for this contract, will be from 08:00 to 15:00, Monday to Friday. Lunch break between 12:00 to 13:00 will be permitted.

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

## 6. MINIMUM REQUIREMENTS

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

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

## 7. NATURE AND SCOPE OF SERVICES TO BE RENDERED

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

7.2 The site information is provided as per Schedule C.

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

## 8. EVALUATION METHODOLOGY

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

<i>Evaluation of Functionality</i>		
	<b>Criteria</b>	<b>Weight</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
	<b>Minimum Threshold</b>	

- 1.3 Bids that score 60% or less of the points for functionality will be eliminated from further consideration.
- 1.4 Thereafter, only qualifying bids are evaluated in terms of the BQ/20 preference points system, where the 30 points will be used for price and the 20 points are awarded to the bidder for attaining B-SBCC status level contributor in accordance with the table depicted on the PA-01.

## **9. PRICING**

- 9.1.2 Bidders must submit details regarding the bid price for the services on the Pricing Schedule D which must be submitted together with the bid documents.
- 9.1.3 The prices quoted must be firm for the duration of the contract and it is expected that bidders will cover the risk of price increases in the composition of the pricing structure.
- 9.1.4 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form. Bidders' attention is drawn to Schedule E to assist them in compiling their bid price. The items listed in the schedule are not exhaustive and bidders must allow for any or all other requirements in order to effect the necessary cleaning services.

## **10. SPECIFICATIONS & STANDARDS**

- 10.1 Unless otherwise specified, the products to be utilized under this contract must comply with the relevant standards of the South African Bureau of Standards (SABS).
- 10.2 Bidders must complete and submit Schedule F to indicate what type of products they intend to use under this contract.
- 10.3 The Department may request samples of the products, which must be provided within seven (7) days upon request.

## 11. ORDERS

- 11.1 This specification and other submitted bid documents and the signed Offer and acceptance will constitute the Contract between the successful bidder and the Department.
- 11.2 An Official Order will be issued to the successful bidder indicating the period of the Agreement (36 months).

## 12. PAYMENTS

- 12.1 Payment will be made monthly on submission of a Original Valid Invoice together with stamp delivery note from the DOD for the services rendered. N.B, the Invoice will be processed to DPWW hour on the 20<sup>th</sup> of month. Service provider must have capital to pay all / her workers month end and any material without waiting for DPWW to process the payment.
- 12.2 Original Valid Invoices and delivery notes must be placed in a sealed envelope addressed to The Department of Public Works and deposited in the invoice boxes provided on the ground floor Public Works Building Corner Alkhal and Wheel Street.
- 12.3 The original valid invoice must indicate / include the unique number for which month's payment is claimed, and must reflect the Order Number, contractor's banking details, full company name, SARS Income Tax Number, VAT Number (where vendor is registered) and signature of the contractor.
- 12.4 The original valid invoice must be submitted at the beginning of the first week of each month.
- 12.5 Payment shall be made by bank transfer into the successful bidder's bank account within 30 days after receipt of an acceptable, original and valid tax invoice.
- 12.6 The successful bidder shall be responsible for accounting to the appropriate authorities for its income tax, VAT, or other moneys required to be paid in terms of the applicable law.



### 3. **DISCLAIMER**

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

### 14. **ABSENCE OF OBLIGATION**

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

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

15.1 In the event that the Department fails to pay the Contractor without valid reason, for 90 days, the contractor may cancel the contract by giving the Department three (3) months written notice of such cancellation.

15.2 In cases where the successful bidder fails to commence with the contracted work/service within seven (7) days of receiving an official notification the Department may cancel the contract.

15.3 The Department reserves the right to terminate the contract in the event of the contractor failing to comply with applicable statutory obligations.

15.4 The Department reserves the right to terminate the contract in the event of persistent and unresolved complaints regarding poor service delivery from the user Departments.

15.5 Notwithstanding any other provision contained herein the Department shall be entitled to terminate this contract in the event of at least three written notifications during the currency of this contract having been furnished to the contractor requiring the latter to remedy his / her default.

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

### 16. **OTHER**

Inqui 109 can be directed as follows:

Bid Enquiries : Tel:

## CLEANING STANDARDS AND NORMS

#	REQUIREMENTS	COMPLY		
		YES	NO	IF "NO", INDICATE DEVIATIONS
1.	<b>Cleaning Detergents</b> <ul style="list-style-type: none"> <li>• Automated liquid detergent dispenser shall comply with SABS 1225</li> <li>• Acidic water based cleaner in powder or granule form shall comply with SABS 1226</li> <li>• Heavy acidic cleaner for stainless steel shall comply with SABS 1257</li> </ul>			
2.	<b>Disinfectants</b> <ul style="list-style-type: none"> <li>• Disinfectant liquid of the cool for type shall comply with SABS 41</li> <li>• Disinfectant containing alcohol content shall comply with SABS 642</li> <li>• Disinfectant bi-infectants based on stabilised sodium chlorox compound shall comply with SABS 1032</li> <li>• Disinfectants used for automatic dispenser in lobby and urinals shall comply with SABS 459</li> </ul>			
3.	<b>Polish</b> <ul style="list-style-type: none"> <li>• The Bidder will be advised by DHA representative what furniture to be polished.</li> </ul>			
4.	<b>Finishes (Walls &amp; Floors)</b> <ul style="list-style-type: none"> <li>• Vinyl floor flooring shall be cleaned in accordance with SABS 1224</li> <li>• Floor wax for vinyl flooring will comply with SABS 1212 applied in accordance with the manufacturer's instructions</li> <li>• Ceramic tiles must be cleaned with normal cleaner</li> <li>• Wood and wip wooden wall finishes with approved detergent complying with SABS 327</li> <li>• Tile grout must be cleaned with approved detergent complying with SABS 326</li> <li>• All cleaning and maintenance of floor shall be done in accordance with SABS Code C170</li> <li>• Grouted floor tiles to be cleaned with approved detergent complying with SABS 325</li> <li>• Laminated floor covering to be cleaned with approved detergent complying with SABS 323</li> </ul>			
5.	<b>Carpet</b> <ul style="list-style-type: none"> <li>• All carpets must be vacuumed, steam daily with industrial steaming equipment.</li> </ul>			

6.	<p><b>Dusting, Wiping, Greasing, etc.</b></p> <ul style="list-style-type: none"> <li>o Wipe all surfaces areas with a clean damp cloth</li> <li>o All equipment, window sills needs to be dusted</li> <li>o Tunnies to be cleaned and polished</li> <li>o Non-slip patch to be used on all surfaces</li> </ul>			
7.	<p><b>General Requirements</b></p> <ul style="list-style-type: none"> <li>o Provide adequate vacuum cleaner, brooms, mops, dusters, cloths, detergents and cleaning solvents</li> <li>o Attached list of proposed equipment to be used</li> <li>o Attached Organogram indicating the proposed staff for the contract</li> </ul>			
8.	<p><b>Personnel Requirements</b></p> <ul style="list-style-type: none"> <li>o Conduct business in a courteous and professional manner</li> <li>o Ensure that all personnel working under this contract are in good health and pose no risk to any DPW employees</li> <li>o Provide all personnel working under this contract with uniforms, which shall be the name of the Service Provider and that can be clearly identified</li> <li>o Ensure that all personnel under this contract are adequately trained prior to the commencement of the contract</li> <li>o Ensure that replacement staff is available should the need arise</li> <li>o Ensure that DPW is informed of any resignations and replacement of personnel</li> <li>o All personnel must be SA Citizens and DPW reserves the right to verify citizenship</li> </ul>			
9.	<p><b>General Conditions</b></p> <ul style="list-style-type: none"> <li>o Equipment brought onto or used on site will be in accordance with the Occupational Health and Safety Act and any Regulations promulgated in terms of this Act and the existing instructions of DPW</li> <li>o Provide all personnel working under this contract with adequate Personnel Protective Equipment (PPE) and clothing and to ensure these items are worn at all times</li> <li>o Comply with the relevant employment legislation and applicable bargaining council agreements including IUP, IAWU, etc.</li> <li>o DPW will not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract</li> </ul>			

	<ul style="list-style-type: none"> <li>• JFF will not accept responsibility for accidents / injuries incurred by the Service Provider and/or its employees if not by the contracting party.</li> </ul>			
	<ul style="list-style-type: none"> <li>• All broken / damaged items such as table seats, taps, etc. must be reported to the Client Manager for urgent attention.</li> <li>• All cleaning equipment such as brooms, mops, etc. must be covered with an applicable disinfectant on a daily basis.</li> </ul>			

## SCHEDULE B

### SCOPE OF WORK

DESCRIPTION	FREQUENCY
<b>OFFICES, WAITING AREAS, BOARDROOMS, CUBICLES, COURT ROOMS, ETC.</b>	
<b>Furniture</b>	
a) Wipe work stations and filing cabinets	Daily
b) Clean dust shelves	Weekly
c) Wipe and dust Boardroom tables	Daily
d) Vacuum upholstered chairs	Weekly
<b>Painted Elements</b>	
a) Wipe painted surfaces, including handrails and frames	Daily
b) Wipe glazed windows, including frames	Daily
<b>Carpet Floor Covering</b>	
a) Vacuum	Daily
b) Spot clean marks	Daily
c) Deep cleaning carpets	Twice per Annam
d) Deep cleaning of high traffic areas	As and when required
<b>Wall Cleaning:</b>	
a) Clean internal walls	Adhoc
b) Passage walls	Adhoc

Floor Cleaning	
• Broom sweep and wash tiles	Daily
Telephones	
• Dust and disinfect telephones including cables, etc.	Weekly
Surfaces & Blinds	
• Wipe and dust blinds	Weekly
• Vacuum curtains	Weekly
Plants:	
• Water plants	Weekly
• Clear artificial plants and plant containers	Weekly
Wipe down light switches, door handles and air condition diffusers	Weekly
Dust / wipe / clean office automation (fax machines, photocopiers, etc.)	Weekly
Dust / wipe / clean computers	Daily
<b>HALL AND TELLER'S COUNTERS</b>	
Floor / wooden tiles:	
• Broom sweep and wash tiles	Daily
• Machine scrub	Monthly
• Strip tiles	Monthly
Dust / wipe / clean office automation (fax machines, photocopiers, etc.)	Weekly
Dust / wipe / clean computers	Daily
Wipe / clean security glass at teller's counters	Daily
Wipe / clean security entrance cubicle glass, doors and handles	Daily
Wipe down walls, doors, vending machines, public telephone booths and furniture	Daily
Wipe / clean light fittings, light switches, picture and mirrors	Daily
Dust / wipe / clean reception and security furniture	Daily
Dust / wipe / clean access control equipment (e.g. x-ray machines and metal detectors)	Daily
Empty, clean and disinfect waste bins	Daily
Clean artificial plants and plant containers (if applicable)	Weekly
Water plants (if applicable)	Weekly
Vacuum carpets (if applicable)	Daily

Dust/wipe glass and window sills (if applicable)	Weekly
Wipe/clean directory boards	Weekly
<b>KITCHEN</b>	
Restroom hand towels	Daily
Floor/wooden floor:	
a. Broom sweep and wash floor	Daily
b. Mop/wax wood:	Monthly
c. Strip floor	Monthly
Wipe/clean and disinfect appliances	Daily
Wipe down/clean and disinfect inside cupboards and doors	Daily
Wipe/clean and disinfect kitchen sink	Daily
Wipe/clean and disinfect kitchen faucets, utility and laundry	Daily
<b>LIFTS</b>	
Broom sweep floor	Daily
Wipe all Mirrors	Daily
Wash and clean floor	Daily
Damp wipe control panel and all wall surfaces	Daily
<b>ENTRANCE HALL</b>	
Floor/wooden floor:	
a. Broom sweep and wash floor	Daily
b. Machine scrub	Monthly
c. Strip floor	Monthly
Wipe down walls, doors, vending machines, public telephone booths and mirrors	Daily
Wipe/clean light fixtures, light switches, picture and mirrors	Daily
Dust/wipe/clean reception furniture	Daily
Dust/wipe/clean access control equipment (e.g. x-ray machines and metal detectors)	Daily
Empty, clean and disinfect waste bins	Daily
Clean w. floral plants and plant containers (if applicable)	Weekly
Water plants (if applicable)	Weekly
Vacuum carpets (if applicable)	Daily

Dust/ wipe blinds in vacuum cleaners (if applicable)	Weekly
<b>ABLUTION FACILITIES</b>	
o Clean and wash all (new wash hand) basins and water closets	Daily
o Wipe all mirrors	Daily
o Clean down and wipe all toilet doors	Daily
o Replenish soap dispensers	Continuously
o Place toilet rolls in dispensers	Continuously
o Refill automated air fresheners (if applicable)	Daily
o Replenish hand towels	Continuously
o Empty SHF bins	Weekly
<b>Floor Tiles:</b>	
o Broom sweep and wash floor tiles	Daily
o Machine scrub	Monthly
o Strip tiles	Monthly
<b>Wardrobes/ lockers:</b>	
o Wash tiles	Daily
<b>CORRIDORS / PASSAGES</b>	
<b>Floor Tiles:</b>	
o Broom sweep and wash floor tiles	Daily
o Machine scrub	Monthly
o Strip tiles	Monthly
o Polish floors	Monthly
Dust/ wipe / clean furniture, walls, doors, handles, cloakroom doors, vending machines, public telephone booths, counter tops	Daily
Polish public benches	Weekly
Clean artificial plants and plant containers (if applicable)	Weekly
Water plants (if applicable)	Weekly
<b>STORE ROOM</b>	
Dust/ sweep/ wash floors and vacuum	Daily
<b>WASTE DISPOSAL</b>	
Clean and empty all waste bins and receptacles	Daily

Wash all waste bins and receptacles	Weekly
<b>WINDOWS</b>	
Dust / clean / wash window sills	Daily
Cleaning of windows (internal and external)	Quarterly
Cleaning interior glass panes	Weekly
Removal of all fly droppings or vitreous	Weekly
<b>CELLS AND HOLDING AREAS</b>	
Froom / sweep floors	Daily
Wash and disinfect walls and doors	Weekly
Empty clean and disinfect waste bins	Daily
Deep cleaning holding areas and cells	Monthly
Deep cleaning of toilets	Monthly
Clean and inspect toilet bowls and urinals	Daily
Remove graffiti marks	As and when required
Dust / clean metal bars	Daily
<b>DEEP CLEANING TOILETS</b>	
Cleaning toilets by spray	Monthly
<b>PEST CONTROL</b>	
Ants (Spray)	Monthly
Cock roaches (Spray)	Monthly
Flies (Poisons)	Monthly
<b>GROUNDS UPKEEP</b>	
Disposal of all litter	Daily
Broom sweep yard	Weekly
Flies wash hard standing	Twice Monthly
<b>REFUGEE AREA / ROOM</b>	
Broom sweep, clean wash and disinfect floors (including stairs)	Weekly
Ensure all waste bins is ready for collection by Municipality / remove bins when	Weekly
Clean, Wash and disinfect tables	Daily
Wash down clean and disinfect walls	Weekly



Wash and disinfect kitchen sink	Weekly
<b>BASMENT AREA (if applicable)</b>	
Room sweep floors	Weekly
<b>FIRE ESCAPE STAIRS (if applicable)</b>	
Room sweep floors	Weekly
<b>GENERAL (ALL AREAS)</b>	
Extinguish signs (if various sizes)	Weekly
Post picture names (if various sizes)	Twice Weekly
Spot clean finger marks from pushwork and light switches	Daily
Vacuum lands	Monthly
Wipe and clean finger, water, coffee marks, etc. on all surfaces	Daily
Clean handrails	Weekly
Clean and polish all upright metal fittings	Weekly
Wipe all intake screens	Weekly
Wipe all metal and timber surfaces	Monthly
Dust light fittings	Twice Monthly
Wipe and clean external entrance steps and pillars	Monthly
Wipe and clean external notice boards	Weekly
Remove graffiti marks	As and when required

#### SITE INFORMATION: SCHEDULE C

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

#### Cladwork

Number of Floors	
Number of Ablution Facilities	
Number of Toilets – Male Public	
Number of Toilets – Female Public	
Number of Toilets – Female staff	
Number of Toilets – Male staff	

Number of Kitchens	
Number of Offices	
Number of Storerooms	
Conference room	
Filing room	
Approximate total number of visitors per day	
Approximate total number of permanent officials	
Buildings	2985sqm

**SCHEDULE D (PART 1)**

**PRICING SCHEDULE**

**Chartaworth MAGISTRATE COURT**

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

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

POSITION	BCCCI RATES (refer on 1.1 above)	QTY	SALARY	SALARIES FOR WORKERS IN A MONTH
General cleaners	R _____ per hour	09	R	R
Supervisor	R _____ per	01	R	R
Total salaries and allowances for 09 workers per month				R
Total salaries: 07 months				R

**SCHEDULE D (PART 2)**

**PRICING SCHEDULE**

## 2. CLEANING MATERIALS 07 MONTHS BREAKDOWN

2.1 Cleaning Materials: 07 months	QTY	COSTS PER ITEM	TOTAL AMOUNT
> Total paper (40 pack)	8	R	R
> Hand paper towel (pack)	02	R	R
> Latic floor polish 25ltrs	01	R	R
> Stripper 2lit	01	R	R
> General Purpose gel 25L	01	R	R
> Hand Andy 10lt	01	R	R
> Pink soap 25lt	01	R	R
> Furniture polish (Mr. Min or Pledge) (500ml)	10	R	R
> Liquid sunlight 5lt	02	R	R
> Total Lead acid 10ltrs	01	R	R
> Lysol Dis 5lt	01	R	R
> Dry blocks 5 ltr	01	R	R
> Block refuse bag pack 2lt	05	R	R
> GLOVES ( RUBBER ) PAIR	8	R	R

Total cost for cleaning materials; per month			R _____
Total cost for cleaning materials: 07 months			R _____
<b>2.4 Once off cleaning consumables</b>			
	<b>QTY</b>	<b>COSTS PER ITEM</b>	<b>TOTAL AMOUNT</b>
> Mop	8	R	R
> Bucket	8	R	R
> Feather Duster	5	R	R
> Yellow duster pack of 10	2	R	R
> Window cleaner 5 ltr	2	R	R
> Steel wool big roll	01	R	R
Total cost for once off cleaning consumables: 07 months			R _____
<b>2.5 Hygiene Services</b>			
	<b>QTY</b>	<b>COSTS PER ITEM</b>	<b>TOTAL AMOUNT</b>
> San Line; serviced on weekly basis	6	R	R
> Air freshener with batteries	2	R	R
> Bleachizer 5 litre	10	R	R
> Urinary milk	5	R	R

## FINAL SUMMARY PAGE

- NB: 1** THE TOTAL BID PRICE FOR THIS SERVICE MUST INCLUDE ALL LAOUR AND MATERIAL REQUIRED FOR THE PROPER EXECUTION OF THE WORK AND SHALL BE CARRIED OVER TO THE BID FORM WHICH MUST BE RETURNED TOGETHER WITH THIS DOCUMENT
- 2.** THE VALIDITY PERIOD IS 90 CALENDER DAYS FROM THE CLOSING HOUR AND DATE OF THE

Chanteworth MAGISTRATE COURT	PAGE NO.	AMOUNT
Total Clearing materials: 07 months		R
Once off cleaning consumables costs: 07 months		R
Hygiene services costs: 07 months		R
Total		R
Overheads: 07 months		R
Val 16%		R
Prof.		R
Subtotal		R
Safety fee		R
Labour: 07 months		R
<b>GRAND TOTAL:</b>		<b>R</b>
To be transferred to PA- 32		

## SCHEDULE E

### CHECKLIST FOR COMPILING BID PRICE

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

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

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

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

CHECKLIST FOR COMPILING BID PRICE
<b>Labour Costs:</b> <ul style="list-style-type: none"><li>o Salary (One staff member per 600m<sup>2</sup> is considered average)</li><li>o L.F Pension / Provident Fund</li><li>o Supervision</li><li>o Replacement for staff leave, sick leave, etc.</li></ul>
<b>Uniforms for Staff:</b> <ul style="list-style-type: none"><li>o ID Cards</li><li>o Shoes</li><li>o Overall - Dress (Ladies) and / or Suit (Men)</li></ul>
<b>Material (Chemicals) / Consumables</b> <p><u>Do not forget to make allowance for:</u></p> <p>Hand soap / liquid soap for soap dispensing; brass, Handy Andy (or equal); daz bleach 110; grey round bristles; furniture polish - Mr. Itin (or equal); disinfectant; pine / germitol/cispine; jeyes fluid; liquid bleach; liquid window cleaning detergent; graffiti remover; cement cleaner; mutton cloth - heavy duty black bags; red pads for polisher; black pads for polisher; floor sealer; floor stripper; perlight AA butterbox etc.</p>
<b>Equipment and Machinery:</b> <p><u>Do not forget to make allowances for</u></p> <p>Polisher scrubbing machine; extension leads; industrial vacuum cleaners; polisher applicator; caution signboards (eg. "floor wet", "slippery"); dust pan; medium platform broom (soft / hard); household broom; rubber hand gloves; mop bucket; toilet brush; trolley; yellow dusters; all-purpose scrubbing brush steel wool</p> <p><b>NB:</b> Has allowance been made for equipment / machinery at each site?</p>
<b>Toilet Paper and hand Towels:</b>

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

**NB:** Toilet paper: single ply, white only, 1<sup>st</sup> grade - 500 sheet, SASS code 174 - minimum requirement

**Window Cleaning:**

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

**SCHEDULE F**

**CLEANING MATERIALS LIST AND PRODUCT DATA SHEET**

ITEM	PRODUCT NAME	CODE	SASS APPROVED (Y/N)	SUPPLIER NAME
Chemical Detergent				
Floor care solution				
Hand Sanitiser for dispensers				
Emery				
Heavy Duty or of equal quality				
Deodoriser or equal quality				
Furniture polish - Mr. Muscle or equal quality				
Disinfectant - germicidal or equal quality				
Disinfectant or equal quality				
Liquid bleach				
Liquid window cleaning detergent				
Grease remover				
Concrete cleaner				



quid saw				
Walter Glich				
Heavy duty black bags				
See page for polisher				
Mask suit for solvent				
Floor scrubber				
Floor squeegee				
Train trap cleaner				
Sand belt/cleaner for gutter/down channel				
General surface restoration/waxer				
<b>Toilet Paper:</b>				
Toilet paper (single ply, white only) 14 grade - 500 sheet roll - 174' - minimum requirement to be supplied				
<b>Paper Hand Towel:</b>				
Paper Hand Towel (1000)				

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