



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

INVITATION TO QUOTE

QUOTATION NUMBER: FMQ042022

SERVICES: CATHCART, WHITLESEA, TARKASTAD & EZIBELANI MAGISTRATES COURT: PROVISION OF CLEANING SERVICES FOR A PERIOD OF FOUR (4) MONTHS.

CLOSING DATE: 30/09/2022

TIME: 11:00

VENUE: NATIONAL DEPARTMENT OF PUBLIC WORKS, EBEN DONGES BUILDING, HANCOCK STREET, NORTH END, PORT ELIZABETH, OR SHOULD BE DEPOSITED IN THE TENDER BOX SITUATED ON THE GROUND FLOOR BY THE SECURITY.

The quotation will be evaluated as follows: Pre-qualification: Only tenderers having a level 1 B-BBEE status level of contribution is invited to quote. Points will be allocated for Price and Preference points scoring system applicable is 80/20 according to formula in PPPFA, Regulations 2017.

Documents are obtainable from the Department Website

www.publicworks.gov.za or E-tender Website www.etenders.gov.za

SPECIFICATIONS/TECHNICAL CONTACT DETAILS: Mr Mcebisi Mzinzi: 041- 408 2196/081 032 2503, email: mcebisi.mzinzi@dpw.gov.za

TENDER CONTACT DETAILS: Mr Peter Blouw: 041-408 2076, email: peter.blouw@dpw.gov.za

Documents can be email to peter.blouw@dpw.gov.za

NB: NO LATE DOCUMENTS WILL BE ACCEPTED



**public works
& infrastructure**

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

**National Department Of Public Works & Infrastructure,
Eben Donges Building, Hancock Street, North End Port
Elizabeth, 6056 or Private Bag X 3913, North End Port
Elizabeth, 6056**

QUOTATION DOCUMENT

REQUEST FOR A QUOTATION

**FOR THE PROJECT: CATHCART, WHITLESEA, TARKASTAD &
EZIBELANI MAGISTRATES COURT: PROVISION OF CLEANING
SERVICES FOR A PERIOD OF FOUR (4) MONTHS**

QUOTATION NUMBER: FMQ04/2022

ADVERT DATE: 27/09/2022

CLOSING DATE: 30/09/2022

TIME: 11:00

SEPTEMBER 2022

NAME OF THE TENDERER:.....

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

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

Project description:	CATHCART, WHITLESEA, TARKASTAD & EZIBELANI MAGISTRATES COURT: PROVISION OF CLEANING SERVICES FOR A PERIOD OF FOUR (4) MONTHS
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Quote no:	FMQ04/2022	Closing date:	30/09/2022
Closing time:	11:00	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 on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Copy of joint venture agreement if bidder is 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 type="checkbox"/>	Compliance to Local Production and Content requirements
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	1. Submission of DPW-07 (FM): Form Of Offer And Acceptance 2. Submission of original Sworn Affidavit BBBEE 3. Submission of PA- 16: Preference points claim form in terms of Preferential Procurement Regulations 2017
<input type="checkbox"/>	(insert additional responsiveness criteria)

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

<input checked="" type="checkbox"/>	A tenderer 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:

<input checked="" type="checkbox"/> 80/20 points scoring system

Indicate the Price weighting applicable to this bid:

	Weighting percentage (must add up to 100 %)
Price:	100% of 80 points



Total:	100%
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Preference Points awarded according to the B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (80/20 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 Business 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 its proof of its B-BBEE status level of contributor
- A tender failing to submit proof of B-BBEE status level of contributor or is 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; inless the intended subcontractor is an EME that has the capability to execute the subcontract.

COLLECTION OF BID DOCUMENTS:

All quotations must be completed on the official forms 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 taxes of the successful bidder must be in order, or satisfactory 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.



Notice and Invitation for Quotation: PA-03 (GS)

- Bid documents may be collected during working hours on *insert date* at the following address *insert physical address insert postal code*.
- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- A non-refundable bid deposit of R _____ is payable, (Cash only) is required on collection of the bid documents.
- A *select* pre-bid meeting with representatives of the Department of Public Works will take place at *insert address* on *dd/mm/yyyy* starting at *insert time*.

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Mr Mcebisi Mzinsi	Telephone no:	041-408 2196
Cell no:	081 032 2503	Fax no:	N/A
E-mail:	mcebisi.mzizi@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of bids is **11:00** on **30/09/2022**.
 Telegraphic, telephonic, telex, facsimile, electronic and / or late 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 official forms – (not to be re-typed)

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL NATIONAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 3913 PORT ELIZABETH 6056</p> <p><i>i</i></p> <p>ATTENTION: PROCUREMENT SECTION: ROOM N/A</p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>EBEN DONGES BULDING</p> <p>HANCOCK STREET</p> <p>NORTH END PORT ELIZABETH 6056</p> <p>Room no: TENDER BOX IS BY THE SECURITY ON THE GROUND FLOOR</p>
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COMPILED BY:

M. MZINZI		PM	27/09/2022
Name of Project Leader	Signature	Capacity	Date

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	CATHCART, WHITTLESEA, TARKASTAD & EZIBELANI MAGISTRATES COURT: PROVISION OF CLEANING SERVICES FOR A PERIOD OF FOUR (4) MONTHS		
Project Leader:	MCEBISI MZINZI		N/A

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

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

Bid Document Name:	Number of Pages:	Returnable document:
Submission of DWP-07 (FM): Form Of Offer And Acceptance	4 Pages	<input type="checkbox"/>
PA-11: Bidders Disclosure	3 Pages	<input type="checkbox"/>
PA-15.1, PA-15.2 & PA-15.3	7 Pages	<input type="checkbox"/>
PA-29: Certificate Of Independent Bid Determination	3 Pages	<input type="checkbox"/>
PA-16: Preference Points	6 Pages	<input type="checkbox"/>
Sworn Affidavit - B-BBEE Exempted Micro Enterprise	2 Pages	<input type="checkbox"/>
PA-40: Declaration Of Designation Groups For Preferential Procurement	2 Pages	<input type="checkbox"/>
Specification Compliance Schedule	16 Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
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	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date

DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	CATHCARTH, WHITLESEA, TARKASTAD & EZIBELANI MAGISTRATES COURT: PROVISION OF CLEANING SERVICES FOR A PERIOD OF FOUR (4) MONTHS		
Tender / Quotation no:	FMQ04/2022	Reference no:	N/A

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Insert broad description of the works.

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

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

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):
Rand in figures:	R

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer.***

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

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

Company or Close Corporation:
.....
.....

And: Whose Registration Number is:
.....

And: Whose Income Tax Reference Number is:
.....

CSD supplier number:.....

OR

Natural Person or Partnership:
.....
.....

Whose Identity Number(s) is/are:
.....

Whose Income Tax Reference Number is/are:
.....

CSD supplier number:.....

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

Tender / Quotation no: FMQ04/2022

AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
In his/her capacity as:	

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes No
- (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes No
- (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes No
- (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No
- (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender / Quotation no: FMQ04/2022

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender / Quotation no: FMQ04/2022

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) 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

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

2.2 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 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 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

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	CATHCART, WHITLESEA, TARKASTAD & EZIBELANI MAGISTRATES COURT: PROVISION OF CLEANING SERVICES FOR A PERIOD OF FOUR (4) MONTHS		
Bid no:	FMQ04/2022	Reference no:	N/A

INTRODUCTION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position

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

PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

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

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“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
- (s) **“trustee”** means any person, including the founder of a trust, to 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 shall 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 must 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 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

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

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

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

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

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

5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

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

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

- 9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:..... ADDRESS:.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: FMQ04/2022

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature
	Date



SPECIFICATION COMPLIANCE SCHEDULE

CATHCART, WHITTLESEA, TARKASTAD, EZIBELANI MAGISTRATES OFFICES PROVISION OF CLEANING OF SERVICES IN FOR A PERIOD OF FOUR (04) MONTHS

Bid number: **PECG /2022**

Name of bidder.....

Closing Date:

Closing Time: **11:00am**

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

The **Bidder is required to indicate, adjacent to each paragraph** in the column provided for this purpose, whether the bidder is in **compliance with the bid specifications** and to what extent by writing **“Yes” or “No”**. **If any comments must be made with regard to the latter, this must be provided on an addendum in which case the bidder must make reference to the relevant specification and attach any documentation, where required.**

*In the event where a **written proposal for the service** is included in the bid, an **electronic version of such proposal** on disc must also be submitted with the bid.*

THE DPW RESERVES THE RIGHT TO AWARD THIS BID IN PART, OR IN WHOLE, OR NOT TO MAKE ANY AWARD AT ALL.



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		Frequency in which the services to be rendered.	
1.	<p>DESCRIPTION OF THE PREMISES</p> <p>Physical address: Cathcart, Tarkastad, Whittlesea & Ezibeleni Magistrates Offices.</p> <p>No. of occupants : ±308</p> <p>Visitors per day : average of ±801 per day</p> <p>Structure: Brick buildings with 33 offices, eight holding cell, TWO security booth, three strong room, six magistrate court chambers, 6 magistrates office, four waiting areas, TWENTY TWO toilets, THREE kitchens, etc.</p>	YES	NO
2.	<p>REQUIRED PERSONNEL</p> <p>Number of cleaners : 6 cleaners</p> <p>SERVICE TO BE RENDERED BETWEEN MONDAY & FRIDAY</p> <p>Unless otherwise requested by the client at no extra cost.</p> <p>Time between 7h30 and 16h00 eight hours a day.</p>	YES	NO
3.	<p>SIZES OF AREAS TO BE SERVICED:</p> <p>Building Area to be cleaned is m²</p>	YES	NO
4.	<p>DELIVERABLES: STANDARD METHOD & FREQUENCY OF CLEANING</p>	YES	NO
4.1	<p>Unless otherwise stated, the under-mentioned should be done daily using mostly germs killing cleaning detergent content of sanitizers to limit the spread of possible deadly virus on daily basis.</p> <p>(a) The contents of each room – daily.</p> <p>(b) All surfaces and partitions - daily.</p> <p>(c) The stock in the storerooms – as listed in page in 9.</p>		
4.2	<p>Courtyards</p> <p>(a) Sweep and wash so that all dust, leaves etc. are removed – daily</p> <p>(b) Paving: hose down with clean water or scrub - weekly.</p>	daily every 4 hours	
4.3	<p>Blinds</p> <p>(a) Dust indoor blinds - weekly</p> <p>(b) Damp sanitized cloth-wipe indoor blinds –</p> <p>(c) Sanitize window sill once - daily</p>	daily every 3 hours	
4.4	<p>Doors</p> <p>(a) Remove dirty spots on wooden and metal doors - daily.</p> <p>(b) Sanitize door-knobs/handle with an approved metal polish where applicable - daily</p> <p>(c) Wipe and sanitize glass door clean - daily.</p>	daily every 3 hours	



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		Frequency in which the services to be rendered.	
	(d) Wash glass doors with a degreasing agent and equipment that will not scratch the surface, and polish as required - weekly or on request.		
4.5	Glass (a) All outdoor glass surfaces of buildings specified in the contract, washed with a degreasing agent and equipment that will not scratch the surface, and later sanitized –daily. (b) All indoor glass surfaces of building specified in the contract, washed with a degreasing agent and equipment that will not scratch the surface, and sanitized daily. (c) A cloth damped into a bleach solution or sanitizer may be used-daily.	Daily every 3 hours	
4.6	Elevators: Disinfect elevators-daily Thoroughly clean sanitise-daily Sweep inside and clean the mirrors- daily	daily every 3 hours	
4.7	Furniture (a) Wipe, dust and polish wooden furniture everywhere with an approved polish. Such polish should not be greasy or sticky, and should not come off on anything it comes into contact with after it has been polished - weekly. (b) Remove dirty spots from glass tops, desks and other furniture in an appropriate way - daily. (c) Sanitizer/ dipped damp cloth-wash glass tops of furniture and polish - daily. (d) Remove dirty spots from glass doors of bookcases/file rack and sanitize - daily. (e) Sanitizer dipped damp cloth-wipe glass doors of bookcases - daily. (f) Sanitizer dipped damp-cloth wipe those parts of furniture covered in leather or other cover - daily. (g) Sanitizing of table counters - daily. (h) Wipe empty shelves with a sanitizer damp cloth - daily. (i) Disinfect open shelves and contents as well as desks without removing the contents - daily. (j) Vacuum those parts of furniture covered with fabric - weekly.	daily every 3 hours	
4.8	Inside walls (a) disinfect fingerprints spots on walls, paintwork, electric switches, etc. - daily (b) Disinfect wooden panels and partitions - daily. (c) Wash wall tiles with bleach - daily. (d) Disinfect window sills with soap and water - daily. (e) Clean notice boards - daily.	daily	every 4 hours



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB
		Frequency in which the services to be rendered.
4.9	<p>Toilets</p> <p>The sanitary disposal bins in ladies toilets should be disposed of in a clean manner by placing the contents in separate appropriate plastic bags. The contents must be removed from site fortnightly.</p> <p>A surface sanitizer should be provided for both ladies & gents-be constantly monitored</p>	daily every 3 hours
4.10	<p>Rubbish-bins</p> <p>The rubbish bin should be removed, disinfected and disposed in a designated dumping area. This must be done in a clean manner by placing the contents in separate appropriate plastic bags. The contents must be removed from site on a daily basis.</p>	daily twice a day.
4.11	<p>Toilet pans, seats, covers, urinals, towel rails and taps</p> <p>(a) Clean and disinfect with a 70% alcohol based sanitizer disinfectant - twice daily.</p> <p>(b) Sanitise and polish all metal surfaces - daily.</p> <p>(c) A normal hand soap should at all times be available in the ablutions-daily</p> <p>(d)</p>	daily every 2 hours
4.12	<p>Showers</p> <p>Clean and disinfect with an approved disinfectant - daily.</p>	twice a daily.
4.13	<p>Mirrors</p> <p>Remove marks and apply a disinfectant in all mirrors - daily.</p>	twice a daily.
4.14	<p>Wall tiles</p> <p>(a) Remove dirty spots and disinfect - daily.</p> <p>(b) Wash with soap and water to which a sufficient amount of approved disinfectant has been added - daily.</p>	twice a daily.
4.15	<p>Walls, doors (painted) and partitions</p> <p>(a) Remove dirty spots, including from unpainted doors - daily.</p> <p>(b) Wash with soap and water to which a sufficient amount of approved disinfectant has been added - daily.</p> <p>(c)</p>	twice a daily.
4.16	<p>Visible pipes</p> <p>Clean all visible pipes - daily.</p>	twice a daily.
4.17	<p>Floors</p> <p>(a) Damp cloth-wash floors with an approved disinfectant - daily.</p> <p>(b) Remove dirty spots and rubbish - daily.</p>	twice a daily.



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		Frequency in which the services to be rendered.	
	(c) Clean floors with a water mixed with bleach and apply non-slippery polish agent always display a warning sign.		
4.18	<u>Incinerators</u> Damp cloth-wash with approved disinfectant - daily.	daily	twice a day
4.19	<u>Clogging</u> Approved agents should be put in basins and urinals to prevent clogging - daily.	daily	twice a day
4.20	<u>Glazed/enamelled surfaces</u> Wash only with an approved alcohol based disinfectant agent. No abrasives or scouring materials may be used.	daily	twice a day
4.21	<u>Toiletries</u> (a) The following toiletries must be provided by the service provider, sufficient amounts as stipulated in the term of reference, and should be available at all times. It should be put in the various toilets holder/dispensers and must be available at all times: i. Disposable hand paper towels dispensers to be installed and be at all-times be available when needed for use by the client. ii. Single-ply toilet paper – be available at all times need for use. iii. Toilet soap dispensers - be replenished daily, as and when required. iv. Air-fresheners dispensers for all toilets v. Sanitary bins only to be provided in ladies and serviced weekly. <i>To be constantly monitored</i>	daily	every 3 hours
4.22	<u>Telephones</u> Wipe hard surfaces including telephone and computers with a damp cloth with suitably diluted disinfectant – in the event that they are sharing a line daily. Disinfect -decorating ornaments- daily Disinfect -framed photos	daily	every 3 hours
4.23	<u>Stairs (including fire-escapes)</u> (a) Dust as in paragraph 3.1 (b) Wipe banisters with a damp sanitized cloth – twice daily. (c) Apply furniture Polish where necessary- daily.	daily	every 3 hours
4.24	<u>Floors and Staircase</u> Wash Floors with a disinfectant floors- daily Polish with a non-slip floor polish-daily	daily	3 times a day



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		Frequency in which the services to be rendered.	
	Maintain neatness in the floor-daily Scrub and seal -every week		
4.25	<p>Court rooms and office</p> <p>(a) If floors or parts thereof have not been treated with two coats of an approved dry gloss, non-slip, metallised, hard coat polymer agent, the Contractor should apply it. The relevant surface should be properly cleaned prior to application and, if required, old polish should be removed with an appropriate floor stripping agent. If a polish remover is used, the floor should be rinsed with clean water and properly dried.</p> <p>(b) If floors have already been treated with a metallised polymer agent, it should be re-applied as soon as it becomes worn out.</p> <p>(c) Should entry to offices/court room or high traffic make it difficult to treat floors during normal office hours, it should be done after office hours.</p> <p>(d) Wipe and remove marks like mud spots - daily.</p> <p>(e) Spray polishing for which an approved polymer agent is used (e.g. a solution of water and the agent) should only be done after the floor has been wiped with a "dust magnet", and frequently enough to maintain the polymer coating.</p>	daily	twice a day
4.26	<p>Inmates holding cells</p> <p>(a) Sweep and remove all dirty marks - daily.</p> <p>(b) Disinfect the entire cell room.</p> <p>(c) Use bleach or an alcohol based floor and surface sanitizer.</p>	daily	twice a day
4.27	<p>High traffic (like passages)</p> <p>Wash with a bleach and other bacteria homicide disinfectant</p>	daily	3 times a day
4.28	<p>Offices, with or without loose carpets</p> <p>(a) Apply polishing agent and polish - weekly.</p> <p>(b) As soon as an unsightly layer of old polish has built up, it should be scrubbed off and a new coat re-applied.</p> <p>(c) The floor should be sanitize with an alcohol based sanitizer or a thick bleach mixed thick water.</p>	daily	twice a day
4.29	<p>Carpets (wall-to-wall and loose)</p> <p>(a) Vacuum all carpets – weekly and deep cleaned to remove stains quarterly.</p> <p>(b) Thorough vacuuming as follows:</p> <p>(1) High traffic (like passages) To be thoroughly cleaned daily.</p> <p>(2) Offices To be spring cleaned once a week</p>	daily	twice a day



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		Frequency in which the services to be rendered.	
4.30	<p>Clean spots if it is not permanent stains and a carpet wash is not required. Guard against the use of cleaning agents that could damage or discolour the carpet.</p> <p>(a) When carpets are washed, dirty marks or stains should be removed after which the carpet should be thoroughly vacuumed. The carpets should then be washed with an appropriate carpet washing machine. It should be ensured at all times that the carpets do not become excessively wet. All water should be removed until the carpets are damp only. Occupants should be requested not to walk on the damp carpets, if possible - two times during the contract duration, after hours.</p> <p>(b) Shake out and clean entrance carpets and dust carpets - daily.</p>	daily	twice a day
4.31	<p>Indoor concrete floors (marble, ceramics, terrace tiles etc. excluding those in toilets)</p> <p>(a) Remove all dirty spots and sweep - daily. (b) Scrub with bleach and water - weekly. (c) Polish all polished surfaces - daily.</p>	daily	twice a day
4.32	<p>Outdoors concrete surfaces and paving (marble, ceramics, terrace tiles etc. excluding those in toilets)</p> <p>(a) Stoops, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed - daily. (b) Pick up all rubbish on paving - daily. (c) Sweep paving with a hard broom - daily. (d) Unpolished stoops and walkways should be washed or scrubbed with soap and water - weekly. (e) Polishing of polished stoops - weekly.</p>	daily	twice a day
4.33	<p>Ceilings</p> <p>(a) Remove visible dust, cobweb only in reachable areas. (b) Building related work, to be referred to DOJ. (c) This can only be done with a feather duster.</p>	YES	NO
4.34	<p>Parking areas, garages and loading zone.</p> <p>(a) Clear all conspicuous rubbish - daily. (b) Remove oil, petrol and brake fluid stains with an appropriate approved cleaning agent - monthly. (c) Sweep parking area - weekly,</p>	YES	NO



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		Frequency in which the services to be rendered.	
4.35	<p>Rubbish removal <u>Waste baskets</u></p> <p>(a) Empty office waste bins - daily. (b) Damp-wash and disinfect waste buckets -daily. (c) Empty rubbish-bins in lobbies and passages - daily. (d) Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles.</p>	daily	twice a day
4.36	<p>Ash-trays</p> <p>(a) Empty and damp-wash/wash all ash-trays - daily. (b) Empty and damp-wash/wash all large ash-trays outside conference rooms - three times daily. (c) The contents of wastebaskets and ashtrays and other office rubbish should be removed neatly in bags and deposited in the rubbish bins provided for this purpose. (d) Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles. (e) The Contractor will be responsible for sorting waste paper for rendering to waste paper dealers. The manner of disposal to be indicated - daily. (f) Leaves, paper and other rubbish falling on or blowing onto the premises should be collected and placed in plastic bags to be provided by the service provider, and put in an appropriate place on the premises. (g) Rubbish should be temporarily stored on the premises in proper rubbish bins provided by the State or garbage bags provided by the service provider. (h) Rubbish should be taken to the collection point of the relevant municipality as prescribed on those days the municipality removes rubbish.</p>	daily	twice a day
4.37	<p>Drinking water</p> <p>Fresh drinking water should be provided in the water-Jugs/bottles made available in offices, passages, conference and training rooms – Twice daily.</p> <ul style="list-style-type: none"> • Making of tea for DOJ staff members • Washing of dishes with dishwashing liquid & bleach. 	daily	twice a day
4.38	<p>Curtains</p> <p>Remove dust from the curtains Maintain a good shape and look A worn out one to be reported and fixed by DOJ</p>	daily	twice a day
4.39	<p>Kitchens</p> <p>(a) Floors dusted and washed daily. (b) Counters washed daily. (c) Cupboards cleaned, dusted inside weekly to enhance pest control. (d) Disinfect all surface area every two hours</p>		



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		Frequency in which the services to be rendered.	
		YES	NO
5	<p>EQUIPMENT, CLEANING MATERIAL AND HYGIENIC SERVICES TO BE USED</p> <p>5.1 Equipment</p> <p>All equipment is to be heavy duty industrial</p> <ul style="list-style-type: none"> i. 3 x Buffing machine ii. 3 X Vacuum machine iii. 3 X Hygiene trolley & mop system iv. All other equipment (brooms, mops, etc.) <p>5.2 Cleaning Material</p> <ul style="list-style-type: none"> i. Kim dry 2 boxes 240 inside ii. Multipurpose cleaner 25 ltr X 1 iii. Floor Polish 25ltr X 1 iv. Floor Stripper 20ltr X 1r once off v. Thick Bleach 25 ltr X 1 vi. Floor sealer 25ltr X 1 once off vii. Wall marks remover 5 ltr X 2 viii. Dish washing liquid soap 1 X 5L ix. Furniture Polish 12 X 400mil x. Mutton cloth roll 1kg X 6 xi. Industrial dust pan half yearly X 6 once off xii. 1.8 metre feather dust X 6 once off xiii. Kitchen towel once off 6 xiv. Safety commercial gloves half arm X 26 monthly xv. Plastic disposable apron for cover 50 pm xvi. 6 Visor 0.4mm PET, 400 microns, re-usable, easy to clean, 32mm washable elastic, once off xvii. Toilet brushes 12 half yearly xviii. Insecticides 400mil X 6 xix. Office bins liner 15ltr bin X 20 pkt. xx. 70 % alcohol based Sanitizer 25ltr X 1 xxi. 250 surgical masks per monthly xxii. Refuse bag X 20 X 6 xxiii. Soft Commercial brooms X 6 once off xxiv. <i>Platform broom X 6 once off</i> xxv. Mega mop 600g X 6 once off xxvi. Gun shaped 750mil spray bottle once off 6 xxvii. 18 Regulatory warning Signs <p>5.3 Hygienic Services</p> <ul style="list-style-type: none"> I. Foot sanitary Bins, 8 bins (service twice a month) II. Auto urinal sanitizer & a dispenser 500mil X 8 		



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		Frequency in which the services to be rendered.	
	<p>III. Auto hand soap & a dispenser 500mil X 8</p> <p>IV. Auto hand disposable paper towel & a dispensers 24 X 3200metre</p> <p>V. Seat sanitizer & a dispenser 24</p> <p>VI. Auto toilet spray & a dispenser 12 x(200mil)</p> <p>5.4 Toiletries</p> <p>i. 12 bales two ply toilet paper</p> <p>5.5 Uniform</p> <p>i. All employees of the appointed service provider must be neatly dressed in the service provider's prescribed uniform.</p> <p>ii. The Department accepts that service providers' might already have uniform in stock in their stores/ warehouses and therefore did not allow for pricing of uniform in this bid.</p> <p>iii. Bidder must only price for branding costs.</p> <p>iv. In the event that the contracted service provider must still procure uniform or additional uniform, it must be comply with the prescribed designated sector. The applicable designated sector for local Production and Content is textiles must have a local production and content of 100%. This requirement will be discussed with the contracted bidder and the necessary forms (PA-36 and Annexures C, D & E) will be provided for completion, should a need exist to procure uniform.</p>		
6	<p><u>RESPONSIBILITY OF THE SUCCESSFUL SERVICE PROVIDER</u></p> <p>6.1 The successful service provider must:</p> <p>(a) Submit proof of a valid certified letter of good standing issued by the Department of Labour (COIDA) within 14 days upon requesting to do so.</p> <p>(b) Submit proof of a Valid UIF compliance certificate or letter within 14 days upon requesting to do so.</p> <p>(c) Submit proof of a Valid Proof of Provident Fund compliance certificate within 14 days upon requesting to do so.</p> <p>(d) Must submit proof of a valid Public Liability Insurance of at least R2 000,000.00 within 14 days upon receipt of appointment letter.</p>		



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		Frequency in which the services to be rendered.	
	<p>(e) Provide all cleaning material and equipment necessary for the proper execution of the cleaning service in terms of the specifications.</p> <p>(f) Maintain its equipment in working order.</p> <p>(g) Ensure that fair labour practices are complied with.</p> <p>(h) Indemnify, protect, defend and hold harmless the Department from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof and arising out of:</p> <ol style="list-style-type: none"> 1. Any claim in respect of any taxes payable by the Contractor. 2. Any claim in respect of the Compensation for Occupational Injuries and Diseases Act 1997 (WCA) or for any loss for which the Contractor is liable. 3. Any claim in respect of the Occupational Health and Safety Act. Bidders are referred to the Written Agreement on Occupational Health and Safety bound into this document. 4. Any claim by any third person including any employees of the Department or of the Contractor for any loss resulting from any bodily injury and/or damage to property by an act or omission of the Contractor or any of its employees, servants or agents. <p>(i) Observe all statutory Conditions of Employment e.g., wages and other contributions, hours of work, overtime or leave applicable etc. to the Contract Cleaning Industry. (refer to paragraph 8.2(a))</p> <p>(j) Supply the labour force to render the cleaning service in terms of the specification. This labour force is to conduct itself in an efficient and professional manner in carrying out their duties and keep disturbances to the occupants of the building to a minimum.</p> <p>(k) After award of the contract, complete the Written Agreement on Occupational Health and Safety as referred to in paragraph 7(a)(iii) below</p> <p>(l) Ensure that its supervisor, who must be identified in writing to the DPW's project leader and empowered to act for him/her, is present on site during the official working hours. Must attend to any problems or complaints that may arise and directives given to him/her by the DPW's project leader. Ensure that the supervisor is contactable at all times.</p> <p>(m) Ensure that a meeting between the service provider and a project leader of the DPW takes place once a month.</p>		



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		Frequency in which the services to be rendered.	
	<p>(n) Ensure that EPWP labour reports are submitted monthly. (Attendance register and labour payment register)</p> <p>(o) Ensure that replacement staff is available at all times (for e.g. absences, industrial actions etc.) The service provider must ensure that all its contracted staff adhere to the daily starting and ending times for the specified services and that the DPW could request to replace cleaning staff when necessary.</p> <p>(p) Keep the facilities provided by the DPW clean and tidy.</p> <p>(q) Conform to all applicable legislation, Municipal By-Laws or directives issued by the Eastern Cape Provincial Government (ECPG).</p> <p>(r) Comply with the facility/site's security and emergency policies and procedures.</p> <p>(s) Ensure that all staff employed are issued with protective clothing with the company's logo, as well as nametags.</p> <p>(t) Accept responsibility and liability for the safekeeping of its equipment on the premises provided by the DPW.</p> <p>(u) Supply toiletries as indicated in paragraph 5.4</p> <p>(v) Provide regulatory warning signs in all areas of operation.</p> <p>(w) The contractor must be fully equipped to clean all windows in the building (inside as well as outside). Window cleaning is to take place at least once every month. Provide all necessary special equipment required for window cleaning such as ladders, scaffolds, etc. At commencement of the contract the contractor is to submit a program showing when the windows will be cleaned.</p> <p>(x) Provide Health and Safety plan and a Job execution plan.</p>		
7.	<p>LIABILITY</p> <p>a. The service provider will indemnify, protect, defend and hold harmless the Department from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof and arising out of:</p> <p>i. Any claim in respect of any taxes payable by the service provider.</p> <p>ii. Any claim in respect of the Compensation for Occupational Injuries and Diseases Act 1997 (WCA) or for any loss for which the Contractor is liable.</p> <p>iii. Any claim in respect of the Occupational Health and Safety Act. Bidders are referred to the Written</p>		



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		Frequency in which the services to be rendered.	
	<p>Agreement on Occupational Health and Safety bound into this document.</p> <p>iv. Any claim by any third person including any employees of the Department or of the service provider for any loss resulting from any bodily injury and/or damage to property by an act or omission of the service provider or any of its employees, servants or agents.</p>		

2022

CATHCART, WHITTLESEA, TARKASTAD & EZIBELENI MAGIS



EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The contractor shall comply with all the requirements of the Code of Good Practice for Employment and Conditions of Work for Public Works Programme issued in terms of the Basic Conditions of Employment Act, 1997 (Act No 75 of 1997) and the related Ministerial Determination, for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)

The **contractor** shall enter into an employment agreement with all workers and provide certified copies of such agreements and Identity documents of the workers to the principal agent within 28 calendar days.

The **contractor** shall maintain daily records with regard to the workers employed and shall, on monthly basis, submit a report to the **principal agent** in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in the said report all as defined in the guidelines for the Implementation of Labour-Intensive Projects under the Expanded Public Works Programme (EPWP)

Bill No. 1

EPWP Job creation reporting

CATHCART, WHITTLESEA, TARKASTAD, EZIBELENI MAGISTRATES OFFICES

Number of beneficiaries.....6.....

Service reporting fee not to **exceed R100** per beneficiary Rper/beneficiary

Total cost for 6 beneficiaries R/ month

(Calculation 6 beneficiaries x Service reporting fee / beneficiary)

Carried to bullet point A-15 of the pricing schedule (page 16)



ANNEXURE A

ALL BIDDERS MUST BE COMPLETE THIS ANNEXURE

NB: (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

6 x Cleaners			
Item	Description	Departmental Guide	Bidder's offer
			Four Month's Rate
1	Basic salary - hourly rate that must not be less than that published in terms of Government Notice at the closing date of the bid	<p>23.27</p> <p>Please note: If this rate is incorrect, the bidder is required to at least comply with the minimum sectorial determination rate for the relevant area as gazetted at the closing date of the bid.</p>	<p>Bidders hourly rate</p> <p>R.....</p>
2	Total Wage Cost per month	Bidders' hourly rate x 8 hours per day x 5 days per week x 4,33 weeks per month	R
Provisions to be made as additional costs incurred to the minimum rate of pay:			
3	Annual leave provision (pro rata per month) based on minimum determined days per year.	2 days per year + 4 months x bidders' hourly rate x 8 hours per days	R
4	Sick Leave (pro rata per month) based on minimum determined days per year	2 days per year + 4 months x hourly rate x 8 hours per day	R
5	(EPWP BRANDING OF UNIFORM)	<i>See page 10, bullet point 5.5</i>	R
6	Workman's Compensation: (COIDA)	1.6% of total monthly wage	R
7	Any other allowance/s and or employers contributions must be specified		R
8	Estimated Monthly Cost per cleaner	Add items 2 to 7	R
9	Total Costs for (06) Six cleaner(s) personnel per month	Item 8 x number of cleaner(s)	R
10	Total Labour Cost for Four months, carry over to bullet 19	Item 9 x 4 months	R



ANNEXURE B
(Continues)

ALL BIDDERS MUST BE COMPLETE THIS QUESTIONNAIRE.

NB: (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

Costs to be incurred by the bidder:			
Item	Description of item(s) required	A	B
		Rate for per months	Total Cost for 4 months
11	Total Transport Costs	R	R
12	Equipment (See paragraph 5.1) to hire	R	R
13	Cleaning materials and Toiletries (See paragraph 5.2 and 5,4)		
13.1	Monthly cleaning material requirements Add monthly cleaning materials in paragraph 5.2 & 5.4)	R	R
13.2	Once-off cleaning material requirements (Add all once off cleaning material in paragraph 5.2.)	R	R
14	Hygienic Services 5.3 (Rate x 4 months) Add monthly items in paragraph 4	R	R
15	EPWP Job creation reporting per beneficiary (Carried over from page 14)	R	R
16	Operating Costs (excl VAT) x 4 months (Item 11 – Item 15)		R
17	Profit and overheads x 4 months (Excluding VAT)		R
18	Total Cost (Operating costs + Profit and Overheads) for 4 months excluding VAT (B16 + B 17)		R
19	Total Labour Costs for 4 months (to be carried over from bullet 10)		R
20	Total Cost Excluding Vat (B18 + B 19)		R
21	VAT (15% for VAT registered suppliers) [15% of Column B20] (If applicable)		R
22	Total Bid Offer (Add Column 20 + Column 21) for a period of Four (04) MONTHS	R	