

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR THE PROVISION OF THE BELOW GOODS AND SERVICES

Quotation description:	PROVISION OF EIGHT (8) MONTHS CLEANING SERVICES CONTRACT FOR FLORISTAFF MAGISTRATE OFFICES		
Quote no:	MTHQ23/2023	Closing date:	23 AUGUST 2023
Closing time:	11:00	Validity period:	30 days

### 1. RESPONSIVENESS CRITERIA

1.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input type="checkbox"/>	Submission of record of attending compulsory briefing session. <b>insert motivation why the tender clarification meeting is declared compulsory</b>
7	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
8	<input checked="" type="checkbox"/>	<b>Submission of DPW 07 form of offer and acceptance</b>
9	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
10	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
11	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
12	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

1.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.

4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
8	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
9	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
10	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

**1.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.**

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

**2. 80/20 POINTS SCORING SYSTEM WILL BE APPLICABLE FOR THIS BID**

**3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS**

**3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p>

			<ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

#### 4. COLLECTION OF QUOTATION 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 and Infrastructure at the following address or email 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 service provider must be in order, or satisfactory arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations.

Quotation documents may be collected during working hours on ***insert date*** at the following address ***insert physical address insert postal code***.

A ***select*** pre-bid meeting with representatives of the Department of Public Works and Infrastructure will take place at ***insert address*** on ***dd/mm/yyyy*** starting at ***insert time***.

#### 5. ENQUIRIES

5.1. Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	WANDA ZIHLANGU	<b>Telephone no:</b>	0475027008
<b>Cellular phone no</b>		<b>Fax no:</b>	
<b>E-mail</b>			

5.2. SCM enquiries may be addressed to:

<b>SCM Official</b>	S. NOTYESI	<b>Telephone no:</b>	0475027050
<b>Cellular phone no</b>		<b>Fax no:</b>	
<b>E-mail</b>			

#### 6. DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of quotation is ***insert time*** on ***insert date***.

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><b>QUOTATION DOCUMENTS MAY BE DROPPED AT:</b></p> <p><b><i>PRD2 BUILDING LEVEL 5 SUTHERLAND STREET MTHATHA 5099</i></b></p> <p><b>OR</b></p> <p><b>QUOTATION DOCUMENTS MAY BE POSTED TO :</b> <b><i>insert postal code</i></b></p>	<p>OR</p>	<p><b>QUOTATION DOCUMENT MAY BE EMAILED TO:</b></p> <p><b><i>Mthatha.quotations@dpw.gov.za</i></b></p>
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## PA 32: INVITATION TO BID PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>			
BID NUMBER:	MTHQ23/23	CLOSING DATE:	23 /08/2023
		CLOSING TIME:	11:00
DESCRIPTION	PROVISIONING OF EIGHT (8) MONTHS CLEANING SERVICES CONTRACT: FLAGSTAFF MAGISTRATE OFFICES		

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

LEVEL5 PRD2 BUILDING SUTHERLAND STREET MTHATHA 5099
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<b>OR POSTED TO:</b>
EMAIL: Mthatha.quotations@dpw.gov.za

<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:	OR	CSD No:
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			

<b>TOTAL NUMBER OF ITEMS OFFERED</b>	<b>TOTAL BID PRICE (1'ALL APPLICABLE TAXES)</b>	<b>R</b>
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	CONTACT PERSON	
CONTACT PERSON	TELEPHONE NUMBER	
TELEPHONE NUMBER	FACSIMILE NUMBER	
FACSIMILE NUMBER	E-MAIL ADDRESS	
E-MAIL ADDRESS		

## PART B TERMS AND CONDITIONS FOR BIDDING

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

**DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
  - 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
  - 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
  - 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

**Note Well:**

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

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



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

Tender no: MTHQ

## OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:  
**PROVISION OF EIGHT MONTHS (8) MONTHS CLEANING SERVICE CONTRACT AT FLAGSTAFF MAGISTRATE COURT**

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

Company or Close Corporation:

.....

.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number: .....

OR

Natural Person or Partnership:

.....

.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

CSD supplier number: .....

**AND WHO IS (if applicable):**

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

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:

Mr/Mrs/Ms:

.....

In his/her capacity as:

.....

**Note:**  
A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.



**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

Tender no: MTHQ

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

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

**SECURITY OFFERED:**

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

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

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

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

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

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

Fax No. ....

Postal address .....

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

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

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

**ACCEPTANCE**

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

Any reference to words "Bid" or "Bllder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
For Internal & External Use



**Tender no:** MTHQ

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

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

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

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

**WITNESSED BY:**

Name of witness	Signature	Date



Tender no: MTHQ

**Schedule of Deviations**

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

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

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



## DPW-04 (FM): CONTRACT DATA: FACILITIES MANAGEMENT

### CONTRACT DATA FOR PROVISION OF EIGHT MONTHS CLEANING SERVICE CONTRACT AT FLAGSTAFF MAGISTRATE COURT

Tender no: **MTH Q**

Spaces requiring information must be filled in, shown as 'not applicable' or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the Contract Data. Key cross reference clauses are indicated on the left hand side of the document.

PART 1: DATA PROVIDED BY THE EMPLOYER	
CLAUSE	Compulsory Data
1.1.10	The Employer is the Government of the Republic of South Africa, in its Department of Public Works.
36	The Employer chooses the following address where it will receive notices:  Physical Address: <b>PUBLIC WORKS AND INFRASTRUCTURE SCM UNI, 5<sup>TH</sup> FLOOR PRD 2 BUILDING MTHATHA 5100</b>  Postal address: <b>P/B X 5007 MTHATHA 5100</b>  Tel: <b>045 502 7971/ 012 492 3173</b> Fax: <b>0866 153 045</b>
1.1.6	The Contract Period is <b>8 MONTHS</b> (total of 30 days from Commencement Date + the Service Period + Transitional Period)
1.1.19	The Service Manager is <b>THABO MOKOQAMA</b>
1.1.22	The Service Period is <b>8 MONTH</b>
1.1.24	The Transitional Period is <b>ONE MONTH</b>
7.	A security of 2.5% of the Contract Sum is required from the Service Provider.
12.2	The Service Period shall commence on <b>01/07/2023</b> (insert not applicable if this option is not to be selected)
22.11	The penalty per day shall be five (5) cents per hundred Rand of the agreed cost of the relevant Identified Project.



Tender no: **MTH**

26.2.4	<p>The Contract Price is to be adjusted using CPAP indices: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Where CPAP is to be used: <b>state base month</b></p> <p>Where CPAP is applicable, the contract value will be adjusted in accordance with the <b>JBCC Contract Price Adjustment Provisions (CPAP)</b> as set out in the CPAP Indices Application Manual as prepared by the <b>JBCC</b> series 2000, code 2118, dated May 2005 and any amendments thereto, subject to:</p> <ol style="list-style-type: none"> <li>(1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.</li> <li>(2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoist, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</li> <li>(3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</li> <li>(4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted</li> <li>(5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</li> </ol> <p>Alternative Indices: <b>Not Applicable</b></p>
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<b>PART 2: DATA TO BE PROVIDED BY THE SERVICE PROVIDER</b>	
1.1.20	<p>The Service Provider is</p> <hr/> <p><i>(insert name and registration number if applicable)</i></p>
36.	<p>The Service Provider chooses the following address where it will receive notices:</p> <p>Physical address:</p> <hr/> <hr/> <hr/> <p>Postal Address:</p> <hr/> <hr/> <hr/> <p>Tel: _____ Fax: _____</p>



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Tender no: *MTH*

7.	<p>The security to be provided by the Service Provider will be one of the following, as indicated:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">(1) 2.5% cash deposit</td> <td style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td style="padding-left: 20px;">(2) 2.5% variable guarantee</td> <td style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td style="padding-left: 20px;">(3) retention of 2.5% of the Contract Sum (excluding VAT)</td> <td style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td style="padding-left: 20px;">(4) 1.25% cash deposit and a retention of 1.25% of the Contract Sum (excluding VAT)</td> <td style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table> <p><b>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b></p>	(1) 2.5% cash deposit	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) 2.5% variable guarantee	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) retention of 2.5% of the Contract Sum (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) 1.25% cash deposit and a retention of 1.25% of the Contract Sum (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) 2.5% cash deposit	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(2) 2.5% variable guarantee	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(3) retention of 2.5% of the Contract Sum (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(4) 1.25% cash deposit and a retention of 1.25% of the Contract Sum (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>								



public works  
& infrastructure

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

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**SPECIFICATION  
FOR  
RENDERING OF 8 MONTHS CLEANING SERVICES  
FOR  
DEPARTMENT  
OF  
JUSTICE AND CONSTITUTIONAL DEVELOPMENT.**

**THE BUILDING IS**

**FLAGSTAFF MAGISTRATE COURT**

**Prepared By**



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## **1. GENERAL NOTES TO BIDDERS**

### **1.1. PREAMBLE**

DPWI intends to appoint the contractor with suitable expertise and experience to render cleaning and hygiene service at Flagstaff Magistrate Court. Subject to acceptance the contractor will enter into a contract with DPWI to provide as far as reasonable, safe working environment to the client taking into consideration all the general terms and conditions outlined in the tender document.

### **1.2. SERVICE PERIOD**

The duration of the project is for Eight months (08) months after the signing of a contract subject to performance review which will be done on a monthly basis. It should be noted that the contract may be terminated subject on the poor quality of services.

### **1.3 SECURITY CLEARANCE**

The Contractor will have to familiarize themselves with DPWI Security Regulations and Guidelines)

The Contractor's own workforce staff will be required to undergo a security clearance within one (01) month upon appointment and it should be noted that any negative screening result will compel the department to force the contractor to release affected employees OR terminate the contract in case of the Director being affected.

For security clearance the company will have to submit the following documentation for screening of purposes

- i. Company profile, Original Or Certified Copy of CK documents (CC, Company Pty. (Ltd.), and sole propriety).
- ii. Valid original Tax Clearance Certificate OR Tax pin
- iii. Certified ID copies of company directors and all the staff that will be involved in the project, not older than three months. Original finger prints of all personnel on the screening forms.



**1.3. EVALUATION CRITERIA**

Each Bid will be evaluated by the bid evaluation committee according to price and preference only.

**1.4. FURTHER EVALUATION CRITERIA ( PPPFA )**

Criteria to be considered in evaluating the bid – 80/20 in terms of the Preferential Procurement Policy Framework Act is applicable. 80 points allocated for price and 20 points allocated for Preference.

**2. GENERAL NOTES TO TENDERER'S**

<b>2.</b>	<b>GENERAL TERMS AND CONTRACT CONDITIONS</b>	
2.1	Warning signs must be provided and displayed when the floors are washed or polished.	
2.2	Safety belts must be supplied and worn each time the windows are being washed on the outside.	
2.3	An Authorised officer from Department of Public Works will carry out regular inspections to ensure that the work is done according to the above-mentioned specifications.	
2.4	In the above-mentioned specification the following words namely Dust, Sweep, Clean, Wash, Vacuum and Polish has the meaning as set out here under.	
2.4.1	Dust	Clean with a duster and dust cloth.
2.4.2	Sweep	Clean away all dirt and dust with a broom.
2.4.3	Clean	Wipe with a wet cloth and remove marks if any by applying a cleaning detergent.
2.4.4	Wash	Clean all dirt and dust with a mop.
2.4.5	Vacuum	Vacuum all dirt and dust clean with a vacuum cleaner or brush.
2.4.6	Polish	Apply a polish, which is applicable, and polish with applicable instrument after floors, counters, furniture, wood panels or copper work had been dusted, cleaned or washed.
<b>3.</b>	<b>PROVISION OF CLEANING MATERIALS AND EQUIPMENT</b>	
3.1	<p>The contractor will be responsible for the provision of all cleaning materials and equipment that may be required to ensure efficient service. In this regard the contractor will ensure he/she has equipment in stock to see that there is no disturbance or delay in the service been offered.</p> <p>The equipment must at all times be clean and in a working condition Maintenance of the equipment is the contractor's responsibility.</p>	





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3.2	The contractor undertakes to provide proper plastic bags for the removal of wastepaper basket paper at own cost. This waste paper must be delivered to a central point daily on the ground floor of the building or in and area as agreed to with the building manager.
4.	<b>CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR</b>
4.1	The contractor's personnel must make use of store and rest room facilities as indicated. It will be the responsibility of the contractor to ensure that these facilities are clean and tidy.
4.2	The contractor and his/her personnel are prohibited from reading or going through records in offices. Contractor to appoint / place well trained, observant, keen, efficient, willing, and well trained employees
4.3	Files and other correspondence on desks, racks, etc., must be placed back in the position in which it was found after cleaning such areas.
4.4	The contractor undertakes to keep the number of workers allowed in a building to the essential amount required and that the necessary supervision of staff will be strictly monitored and supervised.
4.5	Personal hygiene of the contractor, his personnel, and agents must be maintained at an acceptable standard at all times.
4.6	In accordance with the law on control and entry to public areas and vehicles, 1985(law 5.3 of 1985), employees will be subject to the conditions as set out in Article Z (2) of the mentioned law.
4.7	The occupant of an office shall have the right to request employees of the contractor to leave an office if he/she receives a visitor or telephone call.
4.8	Employees of the contractor shall not loaf about the building or use the benches or chairs in public areas to relax on. At the end of each workday and no later than the normal closing time, all employees of the contractor must be out of the premises. No employee is allowed after working hours except if they have permission from the responsible officer in charge of the building.
4.9	Personnel of the contractor have, subject to other conditions of this contract, right of entry to all areas to supply a service. If the service is not required in a specific area at certain times then entry to the area is prohibited.
4.10	Without prejudicing the contractor's right to choose his/her own personnel, the Department reserves the right to, at all times to indicate personnel to the contractor who is a security, health or safety risk. Such persons will not be allowed to be used by the contractor to carry out his duties.
4.11	In such a case the contractor will immediately honour the Departments request and shall have no claim of loss or damage against the Department.



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4.12	Each employee of the contractor will be provided with a photo identity card by the contractor. The card must have the following particulars, a) Name of Firm (Contractor) b) Name of employee c) Identity number of Employee d) Signature of the Employee e)
4.13	The employee will wear the permit on a visible place when he/she is working in the involved building. The necessary control over these permits must be provided as not to allow such permits to fall into unauthorised hands.
4.14	The employees or persons in the service of the contractor who are working in or around an involved building providing the services as stated in this contractor must at all times be dressed in a manner which is to the Departments approval.
4.15	No information may be provided by the contractor or his affiliates of state activities to the public or news media.
5.	<b>IDENTITY</b>
5.1	The contractor and his/her affiliates enter on the premises at own risk.
5.2	The contractor indemnifies the Department against any occurrence that he is aware of or not aware of his/ her personnel that are used for services that fall outside this contract.
5.3	The contractor will at own cost take out an insurance policy against any claim, cost, loss or damage resulting from duties and shall ensure that such insurance is valid for the entire period of the contractor. Such an insurance Policy must be handed over to the Department on termination of this contract.
6	<b>ELECTRICAL EQUIPMENT</b>
6.1	The contractor shall not use defective electrical equipment, which could cause the earth leakage to trip. Any damage of whatever nature caused by this will be for the contractor account. All leads and extension leads must be of the correct capacity to carry the load of the involved machinery and will be 3 phases and not 2 phases.
6.2	The contractor may only use electrical equipment that will normally be used in normal circumstance for purposes named in this agreement. The contractor may under no circumstances fiddle with the electrical installations in the building or make changes to it without the Departments prior consent.
6.3	With the exception of connections at existing power points provided by the Department, the contractor may not make connections to the electrical system. Only equipment that does not require above 1250 watts to operate may be used at such power points



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6.4	The equipment used by the contractor shall where applicable comply with the law on Machinery and Occupational Safety, 1985 (Law no. 6 of 1993). Under no circumstances shall the equipment used such as vacuum cleaners etc., exceed the sound factor of 66aB (Decibels) within one meter of the equipment.
7.	<b>NUISANCE</b>
7.1	The contractor and his/her personnel will not be allowed to perform any act or duty on the premises, which in the mind of the Department will be of nuisance, danger or possible nuisance or danger to any person on the premises or that could cause damage to the property.
7.2	Personnel must behave in a soberly orderly manner at all times.
7.3	Silence must be reasonably maintained at all times.
8.	<b>CURTAILMENT OF SERVICES</b>
8.1	<p>The Department reserves the right to change any part of the service as a whole with one month's written notice to the contractor.</p> <p>This, however, will only occur if a certain part(s) of the premises is vacated, the occupants change or for security reasons. The contract amount shall, in such a case be amended from the date of vacating the premises with an amount as agreed upon.</p>
9.	<b>INTERRUPTION OF SERVICE</b>
9.1	If the service is interrupted or temporarily suspended because of a Labour dispute, riot, a local or national disaster or other causes out of the control of the contractor. Both parties must agree to a way of seeing to it that essential services can continue. In such event, the contractor will only be remunerated for actual services performed for that period.
9.2	Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force major (viz major) the Department will, in it's discretion determine which part(s) of the premises cannot or should not be put to further use for the original utilisation and in respect of the unusable part(s) of the premises, the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favour of the one party against the other shall result there from. In respect of the remaining part(s) of the premises which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change, if the damaged premises is repaired the Department can request the contractor to resume the cleaning service by one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.
10.	<b>CAUTION SIGNBOARDS</b>



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10.1.	The contractor will be compelled to display neat caution signboards or signs, of which the size and design must be clearly visible in the area where the contractor or his employees are busy working. (Such as toilets, passages etc.) The signs must also be clearly visible in areas where the services rendered can cause injuries to any person or persons and must be able to attract a persons attention to show that services are been carried out in the area.
10.2.	DPWI reserves the right to halt the Contractor from performing the work if there is proof of unsafe working conditions/ cleaning procedure/ methods. They may be permitted to work after implementation of safe working conditions/ procedures/ methods.
10.3.	It is hereby specially agreed upon that the Contractor throughout the duration of the contract period, will be compelled to do everything within his/her means and wherever practicable possible to ensure that all signs, print work, notices, or any written material that is displayed in accordance with clause 9.1 appear in English.
11.	<p style="text-align: center;"><b>LEGISLATIVE REQUIREMENTS</b></p> Contractors shall strictly comply with all the applicable Statutory Regulations specifically with the following Legislative Requirements ( Basic Conditions of Employment Act, 1997 (No. 75 of 1997), Occupational Health and Safety Act (No: 85 of 1993), <ul style="list-style-type: none"><li>✓ ISO 9001 – Quality Management System;</li><li>✓ ISO 14001 – Environmental Management Systems;</li><li>✓ OHSAS 18001 – Occupational Health and Safety;</li><li>✓ Any other relevant legislation</li></ul>
12.	<p style="text-align: center;"><b>BREACH OF CONTRACT</b></p>
12.1	If the services rendered are interrupted or temporarily suspended as a result of any labour dispute, civil summons, a local or national disaster or any other cause outside the reasonable control of the Contractor both parties will agree mutually on methods to continue with essential services.
12.2	In the event of breach by the contractor of any of the terms and conditions of this contract, and in the event that the contractor fails to remedy such breach within 5 working days after receiving written notice from NDPWI to do so, NDPWI shall without prejudice to any other rights that it may have, be entitled to exercise all or any of the following rights:  To terminate the agreement OR To suspend further payment to the contractor  To appoint any other person or persons to complete the work in which event the contractor shall be held liable for costs incurred in such appointment as



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13.	<b>WIDRAWAL / CANCELLATION OF CONTRACT</b>
13.1.	<p>The Department reserves the right to withdraw the contract following notification to this effect within 24 hours.</p> <p>The Department will cancel the contract with immediate effect if, at site hand over the Contractor does not have all the resources or proof of resources to complete the contract and if the contractor does not supply the resources within the 21 working day site establishment period.</p>
14.	<b>INFLAMMABLE AND POISONOUS MATERIAL AND OTHER CHEMICALS</b>
14.1	<p>The Contractor shall not use or store any poisonous or highly inflammable substances and other chemicals on the premises without the written consent of the Department or the rendering of the service or any other purpose.</p>
15.	<b>SUB-LETTING</b>
15.1.	<p>Neither the whole nor any portion of this contract shall be made over or transferred to any other party without the prior written consent of the Director-General, Department of Public Works or his Deputy having been obtained.</p>
16.	<b>EQUIPMENT</b>
16.1.	<p>The contractor will be responsible for the provisioning and maintenance of all equipment, which may be necessary to ensure effective service. . Only use of energy efficient and environmentally friendly machinery will be allowed on site In this regards the Contractor will ensure that there will be no break in the service.</p>
16.2.	<p>If servicing the equipment required that the equipment must leave the premise, or if the equipment will be out of service for longer than 24 hours, a replacement must be made available within that 24hours.</p> <p>The Department will inspect the equipment on a regular basis to ensure that the equipment is in a good working condition and reflect the equipment as indicated as available at award of tender</p> <p>The Department reserve the right to prevent the employees from the contractor to operate equipment of the contractor that do not conform to the safety rules and regulations. This will include the wearing of the correct PPE to operate the equipment.</p> <p>✓ The client Department will provide space for the storage of equipment and changing room for cleaners.</p>



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16.3.	Under no circumstances may the department borrow or give equipment to the contractor.
16.4.	The equipment used by the contractor must comply with the regulations on machinery of the Occupational, Health, and Safety Act, Act 85 of 1996. At the cost for the contractor, the contractor is to supply all staff with the correct personal protective equipment required to perform their duties in compliance of OHSA.
16.5.	The Department reserve the right to prevent the employees from the contractor to operate equipment of the contractor that do not conform to the safety rules and regulations. This will include the wearing of the correct PPE to operate the equipment.
16.6.	Provision of professional wet/dry vacuum cleaners specially designed for applications with small and medium-sized surfaces. Flexible, powerful and very practical, that can be used in every kind of space. Should be at least 8.7 kg weight, waste tank capacity of 25 litre, power rating in (W) 1800, Voltage 220-240 with low noise level 60dB (A).
16.7.	Provision of professional Polisher Machines that allow high gloss effect of a large surfaces with great performance of at least 41.5kg weight, Suitable for extremely hard cleaning tasks. Should be able to clean all sorts of hard floors: laminate, parquet, PVC and linoleum and easy to use.
16.8.	Minimum list of equipment is on page 24 below but contractor is not limited to provide efficient equipment to render the service efficiently.
17.	<b>SUPERVISION</b>
17.1	The contractor must ensure that there is always effective supervision of staff and activities at all times.
17.2.	✓ Contractor to appoint / place well trained, observant, keen, efficient, willing, and well trained supervisor
17.3.	Continuous, within reachable supervision are called for, daily Monday to Friday, Public Holidays excluded.
17.4.	Supervisors must in all respects respond to reasonable request of the appointed personnel.
18.	<b>OBLIGATIONS OF THE CONTRACTOR</b>
18.1.	Where practically possible, all complaints concerning the service being performed, must receive immediate attention, but in any case not later than the following workday.
18.2.	The Contractor undertakes:
18.2.1	To co-operate with the safety officer of the building at all times and



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18.8.	Should there is a defect or event there is an accident due to spillage of cleaning material / sign board not utilized when cleaning is in progress, the service provider will be liable for all costs. There should cleaners on site at all times, service provider to ensure that staff on leave / sick leave should be replaced.
18.9.	Contractor to ensure that all chemicals on site must be labelled with appropriate information and provide the updated and appropriate copy of the material safety data sheet ( MSDS )is available at each site.
18.10.	Cleaning of closed offices in the absence of the occupant or representative may be done upon agreed terms with the occupant and Court Manager.
18.11.	All broken / damaged items such as toilet seats, taps, etc. must be reported to the Court Manager for urgent attention.
18.12.	All cleaning material and cleaning equipment such as brooms, mops, cloths, buckets, vacuums must be cleaned with an applicable disinfectant on a daily basis.
18.13.	The Contractor must ensure that enough back-up consumables such as toilet papers and hand paper towels are kept on site in case of sudden shortage thereof.
18.14	The Contractor is expected to ensure that additional resources are made available to augment employee absenteeism caused by any form of leave
18.15.	Contractor, his personnel, agents or associates may not provide any information of official State Activities to the public or media. The service provider will sign a confidentiality agreement regarding the protection of DOJ & CD information that is not in the public domain.
18.16.	The successful service provider will be subject to enter into signing of the Contracts with all the applicable TERMS OF REFERENCES for the duration of the contract term.
19.	<b>DRESS CODE</b>  The successful bidder will be required:  <ol style="list-style-type: none"><li>1) to ensure that a uniform displaying the company logo and name are worn at all times</li><li>2) Ensure that staff uniform is clean and neat at all times.</li><li>3) To ensure that all cleaning staff wear identity tags at all times, when cleaning services are rendered in the building</li></ol>
20.	<b>OBLIGATIONS TO DPWI</b>
20.1.	There should be clear communication between all stakeholders ( DPWI, DOJ & CD and the Contractor. DPWI to strictly monitor that all service terms and requirements are met, services are rendered effectively.



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20.2.	<b>SITE MEETING</b>  Bidders are advised that:  1. If there are any queries arising from this Bid document, bidders are welcome to raise their queries on the compulsory site meeting, bidders can also make written submissions to the NDPW at least 14 calendar days before the closing date of the bid in order to enable NDPW or its appointed agent(s) to respond adequately.  2. Please note that notwithstanding the above, bidders should do a complete site inspection prior to submitting their bid to familiarise themselves with the circumstances and conditions pertaining to the service as well as with a view to assess the extent and scope of work.  Project Manager /s which <u>must</u> be contacted is: Ms N Nakumba @ 012 492 3173 / Mr W Zihlangu @ 047 502 7008  DPWI Office , 5 <sup>th</sup> Floor , PRD 2 Building, Corner Durham and Sutherland Rd, Mthatha
21.	<b>OBLIGATIONS TO THE CLIENT DEPARTMENT</b>
21.1.	The Court / Office Manager to liaise with DPWI and Services provider regarding all service terms and requirements.  Attend scheduled meetings with service provider and DPWI to discuss service terms and other identified matters relating to service standards. The Client will provide water on site, storage facility and change rooms for the contractor.
21.2.	Court Manager to monitor service rendered on site and certify and confirm through monthly signed and stamped job card. The job card will have to reflect comments on the quality and service standards rendered by the service provider.
21.3	The Client will provide water on site, storage facility and change rooms for the contractor.
22.	<b>CONTRACT AMOUNT</b>
22.1	The contract amount for the 9 months period is R .....  Please indicate: VAT included / VAT excluded.
23.	<b>PAYMENTS</b>





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23.1.	Payment of invoices complying with all submission requirements will be made within <b>30 days from date of submission</b> to the department, the contractors might as well enquire after the 30 days from date of submission. All non VAT Vendors are required to deduct the 15% VAT which is inclusive in the contract amount and only claim the amount excluding VAT.
23.2.	All payments will be done on the following the month of work performed upon receipt of invoice with following required documentation; (Job card signed by the Client, Attendance register of all employees on site, Proof of salary advices / payment made to all cleansers working on site, Copies of cleaning material delivered on site monthly verified and signed, All applicable inspection checklist/s signed and verified by the supervisor
23.3.	The successful Tenderer, must for the purpose of payment, register himself with the Department of Public Works by completing the applicable form within <b>TWO (2) weeks</b> after the tender has been approved, in order to be paid electronically. THE Supplier Bank Entity Forms to register for PMIS SYSTEM is obtainable from the Directorate of SCM and Finance Sections, Department of Public Works, Private Bag X 5007, Mthatha 5100, 5 <sup>th</sup> Flr PRD 2 Building, Comer Durham & Sutherland Rd, Mthatha, 5099 and must be completed.
23.4.	The Contractor shall receive no payment for day(s) when the cleaning service has not been rendered. The contractor must provide a relief worker if the permanently appointed cleaner is unable to render the cleaning service due to illness or has taken a leave.
24.	<b>PRO-RATA DECREASE OF PAYMENT:</b>
24.1.	If at any time the service is not rendered in accordance with the conditions of the contract or the specification, the right is reserved to adjust payment pro-rata.
24.2.	Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be a condemnation, waiving or ratification of such departure, breach or failure to comply unless such condemnation, waiving or the Department of Public Works has agreed non-fulfilment to in writing.
25.	<b>TERMINATION OF SERVICE</b>
25.1.	The stipulations of the State Tender Board's <u>General Conditions and Procedures (PA 10)</u> apply in particular to cases of any failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.

#### SCHEDULE A

#### SITE INFORMATION /

AREA TO BE SERVICED = 3121 Sqm

No	DESCRIPTION	QUANTITY
1	No of floors	01



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2	No of offices	20
	No of Verandah/s / basement	03
4	No of Entrances	02
5	No of Passages	04
6	No of tea kitchens	0
7	No of courtrooms	02
8	No of Strong room	03
9	No of Store rooms	0
10	No of toilets	12
11	No of urinals	03
12	Cell Blocks	01
13	No of Cells	02
14	No of parking levels	01

## SCHEDULE B

### SCOPE OF WORKS

#### SPECIFICATION , GENERAL TASK DESCRIPTION AND TIME FRAMES

<b>THE CONTRACT WILL BE FOR A PERIOD OF 8 MONTHS FROM DATE OF ACCEPTANCE OF THE SUCCESSFUL BIDDER BY THE DEPARTMENT OF PUBLIC WORKS</b>		
<b>SPECIFICATION FOR THE CLEANING OF BUILDING</b>		
1.	Cleaning Services must be supplied for the period Mondays to Fridays excluding Public Holidays. Arrangements must be made by the Contractor with the occupants of the building for times when the services are required or can be carried out.	
1.1	<b>DAILY</b>	
1.1.1	All floors, steps, escalators, passages, entrances, lifts and tea Kitchens.  Polish and shine all floor and floor surfaces	Sweep / damp sweep to ensure a high degree of tidiness.  Polish with approved floor polish to ensure high gloss floors
1.1.2	Ashtrays and wastepaper baskets in offices, passage and entrances.	Empty, wash or wipe with a damp rag, and replace as found.
1.1.3	Toilet bowls, toilet seats, loose urinals, and wash basins, tiles, mirrors, showers, restrooms and drinking fountains.	Clean and disinfect with approved disinfecting materials as required.
1.1.4	Desks and furniture in offices as well as glass writing surfaces & telephones.	Dust off with dust rag or wipe with a damp cloth.
1.1.5	Windowsills, glass doors and hand rails.	Dust and wipe with a damp cloth if required.



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1.1.6	Outside, cement surfaces, around buildings. As well as internal courtyards that form part of the building / garages and paving.	Pick up any rubbish daily.
	Vacuum all carpet floor covering	Vacuum floor mats/carpets to remove all dust
1.1.7	Computer rooms, strong rooms and cash halls	cleaning must be arranged with the occupant.
1.1.8	Courts must be cleaned before 9H 00 am.	
1.1.9	Cells must be cleaned daily.	
1.1.10	After 14H00 all the rubbish bins and ashtrays must be cleaned and washed in all the offices, lobbies and hallways.	
1.1.11	Rubbish lying around must be removed immediately when found during the day.	
1.2	<b>WEEKLY</b>	
1.2.1	Toilet doors, venetian blinds, partitioning, door taps and metal surfaces.	Damp wipe or wash with recognised washing liquid where necessary and scrubbed.
1.2.2	Walls and ceilings	Must be dusted/ Damp wipe.
1.2.3	All brass items inside and outside the building	Must be cleaned with polish and well buffed.
1.2.4	All the safes and storerooms	Must be cleaned.
1.2.5	Furniture	Must be polished with approved polish. Either spray or liquid.
1.2.6	Telephones, heaters and fans	Wipe with a damp cloth, which has been put in liquid with a disinfecting liquid.
1.2.7	Marble surfaces, stone and cement floors, outside steps and stairs.	Machine washes with soap solution. Neutral detergent.
1.2.8	Tar surfaces, parking areas, parking garages. As well as outside cement surfaces around buildings.	Sweep clean with brooms and scrub if dirty.
1.2.9	Carpets must be vacuumed [weekly].	
1.2.10	Floors / Wooden floors must be sprayed and buffed / scrubbed and polished.	



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1.2.11	The rubbish must be put in front of the building every applicable day to be taken away by the Municipality.	
1.2.12	The Rubbish bins outside must be placed once a week and the garbage bags must be changed frequently as and when necessary.	
PLEASE NOTE: The contractor will be held responsible for any damage caused to vehicles.		
1.2.13	Lift, floor, doors, roof, walls	Wash with soap solution.
1.2.14	All copper and brass fittings.	Polish with approved metal polish.
1.2.15	Loose mats and wall-to-wall carpeting.	Vacuum and remove marks and stains where necessary.
1.3	<b>MONTHLY</b>	
1.3.1	Wood, block and vinyl floors.	Scrub as required to remove marks / stains and polish with non-slip polish.
1.3.2	Walls, lampshades and all surfaces that can be cleaned.	Damp wipe / Wash to insure a high degree of tidiness.
1.3.3	All wooden panels against walls	Must be polished.
1.3.4	All the lights	Must be dusted.
1.4	<b>QUARTERLY</b>	
1.4.1	Glass partitions windows and doors.	Wash to insure a high degree of tidiness.
1.4.2	Furniture with material coverings.	Vacuum and remove stains and dirty marks.
1.4.3	Parking areas including basements and garages.	Machine scrub with soap solution.
1.4.4	Windows	Wash to ensure high degree of tidiness
1.4.5	Strip and seal the floor.	To ensure high degree of shining.
1.5	<b>HALF YEARLY</b>	
1.5.1	Shampoo carpet with high foam liquid	To maintain colour
2.	<b>THE SERVICE PROVIDER WILL BE RESPONSIBLE FOR THE PROVISION OF:</b>	
2.1	Polisher Machines Mopwringer Buckets / Trolleys and Vacuum cleaners, Step ladder, washing buckets etc	
2.2	Toilet paper [Single ply 500 sheets – White] ( twice per day in each bathroom)	



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2.3	Hand soap [SABS approved – bars or liquid]
2.4	Disinfectants and air fresheners [SABS approved Neutral detergent which sanitises and leaves a fragrant smell]. Similar to Germatol
2.5	Paper hand towels ( Folded or a roll depending on the type of dispenser installed once per week)
2.6	Ammoniated liquid detergent (Handy Andy or similar to handy Andy)
2.7	Dish Wash Liquid
2.8	Deo-blocks
2.9	Gel detergent (Citrus/Pine gel)
3.	<b>GENERAL CLEANING FOR COVID -19 PANDEMIC</b>
3.1.	All High risk areas should be cleaned and sanitized every 2 hours (120 minutes ) to clean the Virus (Main entrances, Glass tops, Cash Hall countertops, courtroom entrances, chairs on waiting area, Prisoners stands in courts , witness chairs in courts, Ablutions, Toilet Facilities ,Door Handles, tables and desktops, Office equipment)
3.2.	Cleaners should continuously disinfect entrance doors, waiting room chairs, doorknobs, floors in high traffic areas are done on an hourly basis.
4.	<b>. LIST OF CLEANING EQUIPMENT TO BE PROVIDED.</b>
	NB Contractors to note that the list provided is just a guideline for the type and minimum cleaning equipment / tools which will guarantee that the service requirements by DPWI may be satisfied. This list does not limit / confine the service provider to provide more or less as long as the service standards requirements by the Client and DPWI may be satisfied.
	The contractor may come up and equipment / tools that are SABS approved, Environmental and user friendly to ensure and maintain the highest quality service level of cleanliness.
5.	<b>LIST OF CLEANING MATERIAL LIST TO BE PROVIDED</b>
5.1.	NB Contractors to note that the list provided is just a guideline for the type and minimum cleaning material / chemicals / consumables which will guarantee that the service requirements by DPWI may be satisfied
5.2.	The contractor is come up with cleaning material / chemicals/ consumables that are SABS approved, Environmental and user friendly to ensure and maintain the highest quality service level of cleanliness. No hazard material will be permitted to use without precautionary measures in place.
5.2	All chemicals to comply to SABS standards and Norms and they should be use in accordance to manufacturer's instructions. Material Safety Data Sheet to be provided for each Chemical

## 1.SCHEDULE C

### 1. MINIMUM REUQUIREMENTS -LIST OF CLEANING EQUIPMENT

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

No	Item
1.	Low noise professional Wet/Dry Vacuum Cleaners specially designed for Industrial Cleaning applications.
2.	Industrial Polisher / Scrubber Machines that allow high gloss effect and extremely hard cleaning



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	duty
3.	Mop Wringer Buckets /Janitorial trolleys ( double or single)
4.	Step Ladder/s
5.	High pressure cleaner
6.	Electrical Extension Cords
7.	Wet Floor /Caution Sign
8.	Window Squeegees
9.	Floor Sealer Applicator

## 29.2. SCHEDULE -D

### 1. CLEANING MATERIAL REQUIREMENTS

Cleaning Material needed for this project but not limited to the below listed and there should be a surplus of cleaning material for back up throughout the contract period.  
All costs of material should be included in the pricing schedule.

No	Product Name
	<b>Cleaning Chemicals</b>
1	Toilet Bowl Cleaner (Disinfectant) 20-25L
2	Heavy Duty Floor Stripper ( 20-25L
3	Liquid Floor Sealer ( 20-25l)
4	Liquid Floor Polish ( Mop & Shine) 20-25L
5	Air freshener ( 20-25L)
6	Scented Carpet cleaner (5-10L)
7	Liquid Jik Detergent / (20-25L)
8	Window cleaner (20-25L)
9	Dishwashing Liquid (20-25L)
10	Furniture Polish Spray ( 220-340ml )
11	Disinfectant Detergent 20-25L)
12	Multi purpose Cleaning Detergent (20-25L)
13	70% Alcohol based Surface Sanitizing Detergent / Hand Sanitizing Liquid (5--25L)
14	Pine Disinfectant Liquid / Gel (20-25L)
15	Multi Insect Killer Spray ( 220-275ml)
16	Liquid Hand Soap (20-25L)
17	Scented Hand Soap Cakes
18	Powdered Soap (3-5 kg )
19	Green Bar Soap
20	Air freshener Liquid (20-25L)
21	Deo Blocks 5 Kg
22	2 Ply good quality white toilet papers ( 48s)
23	Brass Cleaning Liquid (500- 750ml)
24	Disinfectant Liquid Dip 5-10 L( eg Madubula / Jeyes Fluid )
	<b>Consumables Once Off</b>
1.	Steel Wool (1-2kg roll)
2.	Scouring Pad Black / White
3.	Mutton Cloths
4	Yellow Dusters Cloths
5	Micro Fiber Cloths



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6	Heavy Duty Refuse Bags ( 20 bags)
7	Toilet Brushes
8	Feather Dusters Long
9	Feather Dusters Short
10	Soft Brooms ( inside service )
11	Hard Brooms ( outside service )
12	Mops with handles
13	Flat Mops with handles
14	Empty spray bottles
15	Dustpan set ( Brush and Dust pan)

## SCHEDULE F

### 2. DEEP CLEANING PROCEDURE

Provision of an intensive, heavy-duty clean using chemicals, mechanical actions and high-pressure cleaners.

**Chemicals** are the products used and conform to the following specifications

All chemicals to be SABS/STANSA approved, All chemicals are environmentally friendly, Chemicals contain bactericides and disinfectants as follows;

- i) **Sterilizer** – to kills all microbes leaving a sterile surface
- ii) **Disinfectant** – to kill most known microbes – usually benchmark organisms selected for their difficulty to kill
- iii) **Sanitiser** – to reduces the number of specified organisms to a certain safe level.
- iv) **Virucide** – to kill used to kill fungi such as athletes foot etc
- v) **Tuberculocide** – to kills the bacteria, which causes TB. It is a separate classification, since TB bacteria are very hardy

Cells and surrounding areas	<p>All accessible fixtures and fittings are cleaned and disinfected.</p> <p>Where possible traps on urinals and basins, gratings and other parts are removed so that the unit can be cleaned thoroughly. All walls, partitions, and floors surrounding the units will be washed. All units are high pressure blasted to flush deposits or growths through the plumbing into the main line. All defective sanitary fittings and plumbing will be reported. Lights will be cleaned.</p> <p>Where possible graffiti will be removed, however should it be engraved, painted or indelible we will not be held responsible for this.</p> <p>Thoroughly clean and disinfect the immediate areas</p>
Floors	Floors will be washed with neutral detergent and disinfectants.
General Areas	All accessible fixtures and fittings are cleaned and disinfected. Where possible shower drains and traps on urinals and basins, gratings and other parts are removed so that the unit can be cleaned thoroughly. All walls, partitions, and floors surrounding the units will be washed. All units are high pressure blasted to flush deposits or growths through the plumbing into the main line. All defective sanitary fittings and plumbing will be reported. Lights will be cleaned.
Hand basins, showers, baths & sinks	All taps, plugs, chains outlets, channels and gullies are cleaned and disinfected. Taps are polished.



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	<p>Remove all scale deposits and algae from internal and external surfaces.</p> <p>Clean deposits and any obstruction from overflows.</p> <p>Clean and remove deposits from floor channels and outlets and grids.</p> <p>Apply chemicals to remove deposits from inside of waste pipes.</p>
Toilets	<p>Toilet seats are removed and inner bowl is desiccated and algae, bacteria and uric acid incrustations are removed from the all areas. Particular attention is paid to under the bowl rim as well as to the handles. Internal and external surfaces and thoroughly cleaned and disinfected. Toilet seat is then scrubbed, cleaned and disinfected and then replaced.</p> <p>Remove all uric acid encrustation and other deposits from toilet bowl, S-bend and under rim of toilet.</p> <p>Clean and disinfect all surfaces of the bowl, including tap and underneath surface of the seat, flat cover, cistern handle and also compartment door handles.</p>
Urinals	<p>Bowl is desiccated and algae, bacteria and uric acid incrustations are removed from the unit of fitment. Where possible trap is removed and cleaned and disinfected. All waste is washed away from trap area. Internal and external surfaces and thoroughly cleaned and disinfected.</p> <p>Remove uric acid encrustation and other deposits from all surfaces of the urinal, including channel, outlet, outlet grip, step, spurge pipes and tipper cover. Clean and disinfect all surfaces.</p>
Walls and Doors	<p>Walls will be cleaned with a neutral detergent and disinfectants. Where possible graffiti will be removed, however should it be engraved, painted or indelible the Department will not be held responsible for this.</p> <p>Thoroughly clean and disinfect the immediate areas.</p>
Waste and Soil Pipes	<p>All surfaces from the sanitary units as far as the stack pipes are desiccated and disinfected. Deposits are removed from the soiled waste pipe and left in a free flowing condition.</p>
Channels & Gullies	<p>Deposits are cleared and removed from surfaces, traps and gratings. Surfaces and thoroughly cleaned and disinfected</p>

**END OF SCHEDULE G**

**1. CLIENT MONTHLY REPORT ON CLEANING CONTRACTS**

SITE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ TENDER NR: MTH \_\_\_\_\_ / 2022

**KINDLY INDICATE LEVEL OF SERVICE FOR THE MONTH OF \_\_\_\_\_**

**1. GENERAL CLEANLINESS**

	EXCELLENT	AVERAGE	BELOW STANDARD	POOR
--	-----------	---------	----------------	------





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<b>OFFICES</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Rating				

<b>COURT ROOM</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Rating				

<b>KITCHENS</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Rating				

<b>PASSAGES</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Rating				

<b>TOILETS FACILITIES</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Rating				

<b>CELLS</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Rating				

<b>COURTYARDS / YARDS</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Rating				

**2. GENERAL PERFORMANCE OF CONTRACTOR'S STAFF**

	<b>EXCELLENT</b>	<b>AVERAGE</b>	<b>BELOW STANDARD</b>	<b>POOR</b>
<b>APPEARANCE</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Rating				

**GENERAL COMMENTS**

-----

Court Official / Manager -----

Date Stamp -----

**32. SCHEDULE II**

<b>NO</b>	<b>CHECKLIST FOR COMPILING BID PRICE</b>
	<p><b>Material (Chemicals/Useable/Consumable):</b></p> <p><u>Do not forget to make allowances for:</u></p> <p>Liquid soap for soap dispensers, Brasso, Handy Andy or of equal quality, Deo Blocks 100 gram round blocks, Furniture polish – Mr Min / Pledge or of equal quality, Disinfectant pine / germitol / calpine, Jeyes fluid, Liquid bleach, Liquid window cleaning detergent, Graffiti remover, Cement cleaner, Liquid soap, Mutton cloth, Heavy duty black bags, Red pads for polisher, Black pads for polisher, Floor sealer, Floor stripper, ext.</p> <p><b>Equipment and Machinery:</b></p>



## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:			
Bid no:		Reference no:	

### INTRODUCTION

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

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

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



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

**(Bid Number and Description)**

in response to the invitation for the bid made by:

\_\_\_\_\_

**(Name of Institution)**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Name of Bidder	Signature	Date	Position

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



## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

**RESOLVED that:**

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

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

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

- \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

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

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

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



PA-15.1: Resolution of Board of Directors

17			
18			
19			
20			

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

**Note:**

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

**ENTERPRISE STAMP**



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

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

\_\_\_\_\_

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

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

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

## RESOLVED that:

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

\_\_\_\_\_

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

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

\_\_\_\_\_

(Project description as per Bid /Tender Document)

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

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

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

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

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

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

\_\_\_\_\_

\_\_\_\_\_

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

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

For external use



## 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 \_\_\_\_\_  
on \_\_\_\_\_ (place)  
\_\_\_\_\_ (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: \_\_\_\_\_

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



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-10: General Conditions of Contract (GCC)

**PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)**

**NOTES:**

The purpose of this document is to:

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

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

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

**TABLE OF CLAUSES**

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



## PA-10: General Conditions of Contract (GCC)

### General Conditions of Contract

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

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



## PA-10: General Conditions of Contract (GCC)

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

### 2. Application

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

### 3. General

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

### 4. Standards

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

### 5. Use of contract documents and information; inspection.

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



## PA-10: General Conditions of Contract (GCC)

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

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

### 6. Patent rights

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

### 7. Performance security

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

### 8. Inspections, tests and analyses

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



## PA-10: General Conditions of Contract (GCC)

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

### 9. Packing

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

### 10. Delivery and documents

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

### 11. Insurance

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

### 12. Transportation

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

### 13. Incidental services

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



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

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

### 14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### 15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

### 16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

### 17. Prices





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

### 18. Contract amendments

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

### 19. Assignment

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

### 20. Subcontracts

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

### 21. Delays in the supplier's performance

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

### 22. Penalties

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

### 23. Termination for default

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



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

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

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

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

23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.

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

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

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

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

#### 24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.



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### 25. Force Majeure

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

### 26. Termination for insolvency

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

### 27. Settlement of Disputes

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

### 28. Limitation of Liability

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with <b>disability</b> <b>(Mandatory)</b>	2	<ul style="list-style-type: none"> <li>• ID Copy (Mandatory)</li> <li>• Medical Certificate</li> <li>• South African Social Security Agency (SASSA) registration</li> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDASA)</li> <li>• CSD Report</li> <li>• CIPC (company registration)</li> </ul>
5.	An EME or QSE which is at least 51% owned by <b>youth. (Mandatory)</b>	2	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• CSD Report</li> <li>• CIPC (company registration)</li> </ul>

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

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals (HDI)</b> <b>(Mandatory)</b>	10	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable</li> <li>• CSD Report</li> <li>• CIPC (company registration)</li> </ul>
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area <b>(Mandatory)</b>	2	<ul style="list-style-type: none"> <li>• Office Municipal Rates Statement</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO)</li> <li>• Lease Agreement</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b> <b>(Mandatory)</b>	4	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• CSD Report</li> <li>• CIPC (company registration)</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b> <b>(Mandatory)</b>	2	<ul style="list-style-type: none"> <li>• ID Copy (Mandatory)</li> <li>• Medical Certificate</li> <li>• South African Social Security Agency (SASSA) registration</li> </ul>

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> <li>• CIPC (company registration)</li> </ul>
2.	<p><b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area</p> <p><b>(Mandatory)</b></p>	2	<ul style="list-style-type: none"> <li>• Office Municipal Rates Statement</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO)</li> <li>• Lease Agreement</li> </ul>
3.	<p>An EME or QSE or any entity which is at least 51% owned by <b>women</b></p> <p><b>(Mandatory)</b></p>	2	<ul style="list-style-type: none"> <li>• ID Copy</li> <li>• CSD Report</li> <li>• CIPC (company registration)</li> </ul>
4.	<p>An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b></p> <p><b>(Mandatory)</b></p> <p>OR</p> <p>An EME or QSE or any entity which is at least 51% owned by <b>youth</b>.</p>	2	<ul style="list-style-type: none"> <li>• ID Copy (Mandatory)</li> <li>• Medical Certificate</li> <li>• South African Social Security Agency (SASSA) registration</li> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)</li> <li>• ID Copy</li> </ul>

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> <li>• CSD Report</li>   <li>• CIPC (company registration)</li> </ul>

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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



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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

.....



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 consortium<sup>2</sup> 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.
- 3.4 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.
- 3.5 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.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to

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



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- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

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

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

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

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

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

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".

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

### 2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer and 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

<b>FLAGSTAFF MAIGISTRATE COURT</b>				
<b>DESCRIPTION: PROVISION OF 8 MONTHS CLEANING SERVICES</b>		<b>DURATION</b>		
		<b>08 months</b>		
<b>BREAKDOWN OF COSTS</b>				
<b>Labour Costs</b>		<b>Staff Complement</b>	<b>Monthly Costs</b>	<b>08 Months Costs</b>
1	Basic salary = hourly rate that must not be less than that published in terms of Government Notice No. 01 March 2023.	R 25,42		
2	Salaries/UIF/Compensation fund/Bonuses(5xfull time cleaners)	R		
	Salaries/UIF/Compensation fund/Bonuses(5xfull time cleaners)	R		
<b>Operational Costs to be incurred by bidder:(Refer to list of cleaning material, cleaning Equipment, Instation of hygiene Equipment when pricing operational cost)</b>				
3	Transport of 400km per month calculated in terms of current transport rates tabukated in circular no 6 1977 @ R 555,20/ KM LDV SINGLE CAB 4X2 up to 2500) calculated within km radius of round trip of 10km			
4	Pricing for all cleaning material items for the duration of 08 months in cluding compulsory disinfectants and sanitizers			
5	Pricing for all Hygiene services Requirement listed below for the duration of 8 months.			
6	Provisioning and servicing of touch free SHE bins (Monthly service)			
7	SUPPLY Delivery of PPE listed below			
8	3 ply Reusable masks (2per person) alternatively prespiratory Nose Masks			
9	Pairs of household rubber gloves suitable for cleaning (5 per person)			
10	Disposable Aprons (50 per person)			
11	6x Durable Face shields			
12	<b>Total</b>			
13	<b>Overheads</b>			
14	<b>Sub Total 1</b>			
15	<b>Profit Margins @ (.....%)</b>			
16	<b>Sub Total 2</b>			
17	<b>Value Aded Tax (15%)(if registered)cross out if non Vat Vendor</b>			
18	<b>TOTAL BID FOR 8 MONTHS(TO BE CARRIED FORWARD TO DPW 07 OFFER AND ACCEPTANCE)</b>			