



For Technical Enquiries Contact:

Nwabisa Nakumba Tel: 0124923173 Wanda Zihlangu Tel: 0475027008

Email: Nwabisa.Nakumba@dpw.gov.za

Administrative enquires:

Siphokazi Notyesi: 0475027050

Email: Siphokazi.Notyesi@dpw.gov.za

QUOTATION FORM

| | |
|--------------------------------|--|
| Company Name | |
| Contact number | |
| Email address | |
| CSD registration number | |

| | |
|------------------------------|--|
| Address of service | Maluti Magistrate Court |
| Reference number | MTHQ52/22 |
| Return quotations to: | Mthatha.quotations@dpw.gov.za or hand deliver to Level 5, PRD2 Building, Sutherland Street, Mthatha, 5099 |

Pricing Schedule

| DESCRIPTION OF SERVICE | QUANTINTY REQUIRED | TOTAL PRICE |
|--|---------------------------|--------------------|
| PROVISION OF CLEANING SERVICES FOR 3 MONTHS | | |
| SUB-TOTAL | | |
| VAT | | |
| GRAND TOTAL | | |

Closing date : 21 September 2022

Closing time: 11:00 am

Company stamp/ signature





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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Mthatha Regional Office, Address: Private Bag x 5007, Mthatha

Supply Chain Management: Mr Mthandeni Tshabalala: 0124923341

Ms Siphokazi Cenqimbo-Notyesi: 0475027050

REQUEST FOR QUOTATION

You are hereby invited to submit a quotation for the supply and delivery of the following service to be rendered at NDPWI.

Bid response documents to be deposited in the bid box situated at: National Department of Public Works and Infrastructure: Level 5, PRD2 Building, Sutherland Street, Mthatha, 5099 or Emailed to: Mthatha.quotations@dpw.gov.za

| Item | Description and Quotation Number | Quantity /Period as per specification |
|------|----------------------------------|---------------------------------------|
| | | |

CLOSING DATE:.....21 SEPTEMBER 2022.....CLOSING TIME:.....11:00am

NB: No late documents will be accepted.

Kindly submit your quotation by fully completing the attached bid document and bill of quantities or specifications attached in hereunder, and clearly indicate the delivery period and the validity period of your quotation. Kindly also, clearly indicate if your price includes or excludes VAT. **“You may claim VAT only if you are a VAT Vendor”**

TERMS AND CONDITIONS

- The Department of Public Works and Infrastructure quotation documents must be fully completed, all documents, PA forms and Quotation forms, must be signed by the bidder and be forwarded to the aforementioned physical address or email, failure to comply with these requirements will result in the quotation being disregarded.

CONTRACTOR SIGNATURE:

DATE:



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SPECIFICATION FOR RENDERING OF 3 MONTHS CLEANING SERVICES FOR DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT.

THE BUILDING IS
MALUTI MAGISTRATE COURT

Prepared By



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 Maluti 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 on outlined in the tender document.

1.2. SERVICE PERIOD

The duration of the project is Three (03) 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. 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

| 2. GENERAL TERMS AND CONTRACT CONDITIONS | |
|--|---|
| 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. |
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| 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. |
| 3. | PROVISION OF CLEANING MATERIALS AND EQUIPMENT | |
| 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> | |
| 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. | CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR | |
| 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 | <p>The contractor and his/her personnel are prohibited from reading or going through records in offices.</p> <p>Contractor to appoint / place well trained, observant, keen, efficient, willing, and well trained employees</p> | |
| 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. | |



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| 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. |
| 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. | IDENTITY |
| 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 | ELECTRICAL EQUIPMENT |



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| 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 |
| 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. | NUISANCE |
| 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. | CURTAILMENT OF SERVICES |
| 8.1 | The Department reserves the right to change any part of the service as a whole with one month's written notice to the contractor. 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. |
| 9. | INTERRUPTION OF SERVICE |
| 9.1. | If the service is interrupted or temporally suspended because of a Labour dispute, riot, a local or national disaster or other causes out of the control of the contractor. Both parties must agree to a way of seeing to it that essential services can continue. In such event, the contractor will only be remunerated for actual services performed for that period. |



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| 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 its 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. | CAUTION SIGNBOARDS |
| 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. | LEGISLATIVE REQUIREMENTS |
| | 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), ✓ ISO 9001 – Quality Management System; ✓ ISO 14001 – Environmental Management Systems; ✓ OHSAS 18001 – Occupational Health and Safety; ✓ Any other relevant legislation |
| 12. | BREACH OF CONTRACT |
| 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. |



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| 12.2 | <p>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:</p> <p>To terminate the agreement OR To suspend further payment to the contractor</p> <p>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</p> |
| 13. | WIDRAWAL / CANCELLATION OF CONTRACT |
| 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. | INFLAMMABLE AND POISONOUS MATERIAL AND OTHER CHEMICALS |
| 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. | SUB-LETTING |
| 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. | EQUIPMENT |
| 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> |



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| 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> <ul style="list-style-type: none">✓ The client Department will provide space for the storage of equipment and changing room for cleaners. |
| 16.3. | <p>Under no circumstances may the department borrow or give equipment to the contractor.</p> |
| 16.4. | <p>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.</p> |
| 16.5. | <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> |
| 16.6. | <p>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).</p> |
| 16.7. | <p>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.</p> |
| 16.8. | <p>Minimum list of equipment is on page 24 below but contractor is not limited to provide efficient equipment to render the service efficiently.</p> |
| 17. | SUPERVISION |
| 17.1 | <p>The contractor must ensure that there is always effective supervision of staff and activities at all times.</p> |
| 17.2. | <ul style="list-style-type: none">✓ Contractor to appoint / place well trained, observant, keen, efficient, willing, and well trained supervisor |



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| 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. | OBLIGATIONS OF THE CONTRACTOR |
| 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 |
| 18.2.2 | To keep the resting facilities, which are supplied neat and tidy at all times. |
| 18.2.3. | The contractor to be aware of the protocol and the sensitivity of the nature of the client and ensure conduct of the contractor or personnel in accordingly. |
| 18.2.4. | Should the Contractor be uncertain about the scope of the work to be executed under this contract, they must consult with DPWI immediately requested to clarify its instructions. |
| 18.2.5. | DPWI and the client reserve the right to monitor time sheets / staff attendance for all the employees who are working in or around the premises services. Employees must at all times be dressed in a uniform that is approved by the Department. |
| 18.2.6. | The Contractor to ensure that there will be no break in the service. Goods damaged and lost caused be caused by him or his personnel, will have to be fixed / replaced / repaired / paid within five working days of being given written notice to do so. If not, the expense of having the repairs affected shall be recovered from the Contractor. |
| 18.3 | In carrying out the Contract, the Contractor shall conform to all laws, regulations or By Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto, for instance the Occupational health and Safety Act, Act 85 of 1993. The Contractor will indemnify, protect, defend and hold harmless the Client from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of this contract or its implementation |
| 18.4. | Contractor to note monthly submission of the following documentation when submitting invoices (Job card signed by the Client, Attendance register of all employees on site, Proof of salary advices / monthly payments for 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). |
| 18.5. | The contractor is required to make sure that the comments / remarks on the job card are clearly understood and that no payments will be made if the Client is not satisfied with the service rendered. |



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| 18.6. | The invoice should be submitted within stipulated time frames after the job has been rendered with all the required documentation. The invoice must have a date, be stamped, in the letterhead, with calculated amount for the part payment for the month ending, VAT No if you are a VAT Vendor, the bank account number should appear on each and every invoice. |
| 18.7. | The Contractor is required to provide a signed sample of contract of employment for their employees and sample pay slip. The contractor is required to provide a sample of bathroom/ restrooms cleaning checklist reflecting frequency of cleaning. |
| 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. |



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| 19. | <p>DRESS CODE</p> <p>The successful bidder will be required:</p> <ol style="list-style-type: none"> 1) to ensure that a uniform displaying the company logo and name are worn at all times 2) Ensure that staff uniform is clean and neat at all times. 3) To ensure that all cleaning staff wear identity tags at all times, when cleaning services are rendered in the building |
| 20. | <p>OBLIGATIONS TO DPWI</p> |
| 20.1. | <p>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.</p> |
| 20.2. | <p>SITE MEETING</p> <p>Bidders are advised that:</p> <ol style="list-style-type: none"> 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. <p>Project Manager /s which <u>must</u> be contacted is:</p> <p>Ms N Nakumba @ 012 492 3173 / Mt S Tshalane @ 012 492 3114 / Mr W Zihlangu @ 047 502 7008</p> <p>Tel. No. [012] 492 3173 / 012 492 3114 / 047 502 DPWI Office , 5th Floor , PRD 2 Building, Corner Durham and Sutherland Rd, Mthatha</p> |
| 21. | <p>OBLIGATIONS TO THE CLIENT DEPARTMENT</p> |
| 21.1. | <p>The Court / Office Manager to liaise with DPWI and Services provider regarding all service terms and requirements.</p> <p>Attend scheduled meetings with service provider and DPWI to discuss service terms and other identified matters relating to service standards.</p> <p>The Client will provide water on site, storage facility and change rooms for the contractor.</p> |
| 21.2. | <p>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.</p> |



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| 21.3 | The Client will provide water on site, storage facility and change rooms for the contractor. |
| 22. | CONTRACT AMOUNT |
| 22.1 | The contract amount for the 3 months period is R ----- Please indicate: VAT included / VAT excluded. |
| 23. | PAYMENTS |
| 23.1. | Payment of invoices complying with all submission requirements will be made within 30 days from date of submission 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 TWO (2) weeks 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 th 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. | PRO-RATA DECREASE OF PAYMENT: |
| 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. | TERMINATION OF SERVICE |



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| 25.1. | The stipulations of the <u>State Tender Board's 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. |
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SCHEDULE A

SITE INFORMATION /

AREA TO BE SERVICED = 3743 Sqm

| No | DESCRIPTION | QUANTITY |
|----|-----------------------------|----------|
| 1 | No of floors | 01 |
| 2 | No of offices | 25 |
| | No of Verandah/s / basement | 04 |
| 4 | No of Entrances | 06 |
| 5 | No of Passages | 04 |
| 6 | No of tea kitchens | 01 |
| 7 | No of courtrooms | 02 |
| 8 | No of Strong room | 02 |
| 9 | No of Store rooms | 02 |
| 10 | No of toilets | 08 |
| 11 | No of urinals | 02 |
| 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

THE CONTRACT WILL BE FOR A PERIOD OF 3 MONTHS FROM DATE OF ACCEPTANCE OF THE SUCCESSFUL BIDDER BY THE DEPARTMENT OF PUBLIC WORKS



SPECIFICATION FOR THE CLEANING OF BUILDING

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| 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 | DAILY | |
| 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. |
| 1.1.6 | Outside, cement surfaces, around buildings. As well as internal courtyards that form part of the building / garages and paving. Vacuum all carpet floor covering | Pick up any rubbish daily. 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 | WEEKLY | |
| 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. |



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| 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. | |
| 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 | MONTHLY | |
| 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. |
| 2. | THE SERVICE PROVIDER WILL BE RESPONSIBLE FOR THE PROVISION OF: | |
| 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) | |
| 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. | GENERAL CLEANING FOR COVID -19 PANDEMIC | |
| 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. | . LIST OF CLEANING EQUIPMENT TO BE PROVIDED. | |
| | 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. | |
| | 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. | LIST OF CLEANING MATERIAL LIST TO BE PROVIDED | |
| 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 may 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

| No | Item |
|----|---|
| 1. | Low noise professional Wet/Dry Vacuum Cleaners specially designed for Industrial Cleaning |



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| | applications. |
| 2. | Industrial Polisher / Scrubber Machines that allow high gloss effect and extremely hard cleaning 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. MINIMUM REUQUIREMENTS -LIST OF CLEANING MATERIAL

2.

| No | Product Name | Qty / Month |
|-----|---|-------------|
| | Cleaning Chemicals | |
| 1. | General Purpose Cleaner (20-25L | |
| 2. | Toilet Bowl Cleaner (Disinfectant) 20-25L | |
| 3. | Heavy Duty Floor Stripper (20-25L | |
| 4. | Liquid Floor Sealer (20-25l) | |
| 5. | Luquid Floor Polish (Mop & Shine) 20-25L | |
| 6. | Air freshener (20-25L) | |
| 7. | Scented Carpet cleaner (5-10L) | |
| 8. | Liquid Jik Detergent (20-25L) | |
| 9. | Window cleaner (20-25L) | |
| 10. | Dishwashing Liquid (20-25L) | |
| 11. | Furniture Polish Spray (220-340ml) | |
| 12. | Disinfectant Detergent 20-25L) | |
| 13. | Multi purpose Cleaning Detergent (20-25L) | |
| 14. | Surface sanitizing Detergent (20-25L) | |
| 15. | 70% alcohol based Hand Saniting Liquid (10 – 20L) | |
| 16. | Liquid Bleach (20-25L) | |
| 17. | Pine Disinfectant Liquid (20-25L) | |
| 18. | Pine Disinfectant Gel (20-25L) | |
| 19. | Multi Insect Killer Spray (220-275ml) | |
| 20. | Liquid Hand Soap (20-25L) | |
| 21. | Scented Hand Soap Cakes | |
| 22. | Powdered Soap (3-5 kg) | |
| 23. | Green Bar Soap | |
| 24. | Anti Bacterial Disinfectant (20-25L) | |
| 25. | Air freshener Sprays (220-275ml) | |
| 26. | Air freshener Liquid (20-25L) | |
| 27. | Deo Blocks 5 Kg | |
| 28. | 2 Ply good quality white toilet papers (48s) | |
| 29. | Aluminium Cleaning Liquid (1-5L) | |
| 30. | Brass Cleaning Liquid (500- 750ml) | |
| 31. | Disinfectant Liquid Dip (eg Madubula / Jeyes Fluid) | |
| | Consumables | |
| 1. | Steel Wool | |



| | | |
|-----|-----------------------------------|--|
| 2. | Scouring Pad Black | |
| 3. | Scouring Pad White | |
| 4. | Mutton Cloths | |
| 5. | Yellow Dusters Cloths | |
| 6. | Micro Finre Cloths | |
| 7. | Heavy Duty Refuse Bags | |
| 8. | Toilet Brushes | |
| 9. | Feather Dusters Long | |
| 10. | Feather Dusters Short | |
| 11. | Soft Brooms (inside service) | |
| 12. | Hard Brooms (outside service) | |
| 13. | Mops with handles | |
| 14. | Flat Mops with handles | |
| 15. | Empty spray bottles | |
| 16. | Dustpan set (Brush and Dust pan) | |

SCHEDULE F

3. 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 |



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| | 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. Remove all scale deposits and algae from internal and external surfaces. Clean deposits and any obstruction from overflows. Clean and remove deposits from floor channels and outlets and grids. Apply chemicals to remove deposits from inside of waste pipes. |
| Toilets | 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. Remove all uric acid encrustation and other deposits from toilet bowl, S-bend and under rim of toilet. 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. |
| Urinals | 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. 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. |
| Walls and Doors | 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. Thoroughly clean and disinfect the immediate areas. |
| Waste and Soil Pipes | 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. |
| Channels & Gullies | Deposits are cleared and removed from surfaces, traps and gratings. Surfaces and thoroughly cleaned and disinfected |

END OF SCHEDULE G

1. CLIENT MONTHLY REPORT ON CLEANING CONTRACTS

SITE: _____

CONTRACTOR: _____ TENDER NR: MTH _____ / 2022



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KINDLY INDICATE LEVEL OF SERVICE FOR THE MONTH OF _____

1. GENERAL CLEANLINESS

| | EXCELLENT | AVERAGE | BELOW STANDARD | POOR |
|---------|-----------|---------|----------------|------|
| OFFICES | 4 | 3 | 2 | 1 |
| Rating | | | | |

| | | | | |
|------------|---|---|---|---|
| COURT ROOM | 4 | 3 | 2 | 1 |
| Rating | | | | |

| | | | | |
|----------|---|---|---|---|
| KITCHENS | 4 | 3 | 2 | 1 |
| Rating | | | | |

| | | | | |
|----------|---|---|---|---|
| PASSAGES | 4 | 3 | 2 | 1 |
| Rating | | | | |

| | | | | |
|--------------------|---|---|---|---|
| TOILETS FACILITIES | 4 | 3 | 2 | 1 |
| Rating | | | | |

| | | | | |
|--------|---|---|---|---|
| CELLS | 4 | 3 | 2 | 1 |
| Rating | | | | |

| | | | | |
|--------------------|---|---|---|---|
| COURTYARDS / YARDS | 4 | 3 | 2 | 1 |
| Rating | | | | |

2. GENERAL PERFORMANCE OF CONTRACTOR'S STAFF

| | EXCELLENT | AVERAGE | BELOW STANDARD | POOR |
|------------|-----------|---------|----------------|------|
| APPEARANCE | 4 | 3 | 2 | 1 |
| Rating | | | | |

GENERAL COMMENTS

.....

Court Official / Manager

Date Stamp.....

32. SCHEDULE H

| NO | CHECKLIST FOR COMPILING BID PRICE |
|----|--|
| | <p>Material (Chemicals/Useable/Consumable):</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>Equipment and Machinery:</p> |



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| <p><u>DPWI is of the view that the service provider is having heavy duty cleaning equipment , in cases where the equipment will be hired please do not forget provision for :</u></p> <p>Polisher/scrubbing machine & extension leads, Vacuum & extension leads, Polish applicator, Caution signboards/sign boards e.g. floor wet and or slippery, Dust pan, Medium platform broom (soft/hard), Household broom, Rubber hand gloves, Mop, Bucket, Trolley, Toilet brush, Yellow dusters, All purpose scrubbing brush, steel wool, ext. (Have you allowed for equipment and machinery at each site?)</p> |
| <p>Toilet paper & Paper hand towels:</p> <p>A continued supply of toilet paper, hand towels and soap must be supplied to all ablution facilities. (Toilet paper: Single ply, white only, 1st grade – 500 sheet, code 174 – minimum requirement)</p> |
| <p>Window cleaning</p> <p>Internal and external cleaning of windows (Have you allowed for cleaning of windows internally and externally on a quarterly basis?)</p> |
| <p>Deep cleaning</p> <p>Whole building (Have you allowed for an initially deep clean and thereafter every six monthly basis or as otherwise indicated.</p> |

SCHEDULE I – PRICING SCHEDULE

All items to be priced for ;

Bidders are required to price all items in the BOQ that will determine the final price, separate motivation OR reasons for not pricing for all the items should be provided. The final prices

Costs shall be deemed to include to labour, uniforms, training, material, uniforms, equipment, machines, tools, overheads & profit, etc. **Soap dispensers, toilet paper holders and hand paper holders should be included in all staff toilet facilities.**

The amounts and rates to be inserted in the Price Schedule shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the cleaning of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

An amount or rate shall be entered against each item in the Price Schedule, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

Should the bidder group a number of items together and bid one lump sum for such group of items, the single bid lump sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.



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The bid lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the Contract.

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

| | | | |
|-----------------------|-----------------------------------|----------------------|--|
| Project title: | <i>Insert project description</i> | | |
| Tender no: | | Reference no: | |

OFFER

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

Insert broad description of the works.

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

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

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

| | |
|-------------------------|---|
| Rand (in words): | |
| Rand in figures: | R |

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

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

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

Company or Close Corporation:

.....

.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

OR

Natural Person or Partnership:

.....

.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

CSD supplier number:.....

AND WHO IS (if applicable):

Trading under the name and style of:

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

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



Tender no:

AND WHO IS:

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

SIGNED FOR THE TENDERER:

| | | |
|------------------------|-----------|------|
| | | |
| Name of representative | Signature | Date |

WITNESSED BY:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

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

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

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

SECURITY OFFERED:

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

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

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):

.....

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

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



Tender no:

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

For the Employer:

| | | |
|-------------------|-----------|------|
| | | |
| Name of signatory | Signature | Date |

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

WITNESSED BY:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

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

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

Tender no:

Schedule of Deviations

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

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

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

Notes:

1. *The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
2. *A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
3. *Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
4. *Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract. (Note: This note must be deleted by the Project Manager/ Consultant(s) when compiling the tender document)*

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

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

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

| Full Name | Identity Number | Name of State Institution |
|-----------|-----------------|---------------------------|
| | | |
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| | | |
| | | |

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



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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

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



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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

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

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

| | | | |
|----------------|-----------|------|----------|
| | | | |
| Name of Bidder | Signature | Date | Position |

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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".



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

2. DEFINITIONS

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

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”.



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

- (o) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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".



Pmin = Comparative price of lowest acceptable bid

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

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

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

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

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

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

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

6. BID DECLARATION

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

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".

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

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

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

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor?

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

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

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

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

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".

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES:

1.

2.

.....
 SIGNATURE(S) OF BIDDER(S)

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