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

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRACTURE.

PROVISION OF 36 CLEANING SERVICE AT BIZANA MAGISTRATE COURT.

BID NUMBER: MTH 46/2023

ADVERT DATE: 21 AUGUST 2023

BRIEFING DATE: 31 AUGUST 2023

CLOSING DATE: 12 SEPTEMBER 2023

HAND DELIVERY:

PRD BUILDING II

5TH FLOOR RECEPTION

TENDER BOX

POSTAL ADDRESS

PRIVATE BAG X 5007

MTHATHA

5099

TECHNICAL ENQUIRIES
PROJECT LEADER
MR T MOKOQAMA
PHONE NUMBER: 047 502 7071
CELL NUMBER: 072 571 4008

SCM ENQUIRIES
0124922442
0475027049

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF 36 MONTHS CLEANING SERVICE AT BIZANA MAGISTRATE COURT.

Project title:	PROVISION OF 36 MONTHS CLEANING SERVICE AT BIZANA MAGISTRATE COURT.

Bid no:	MTH 46/2023		
Advertising date:	21 AUGUST 2023	**Closing date:**	12 SEPTEMBER 2023
Closing time:	11:00	**Validity period:**	84 **days**

2.1 Substantive responsiveness criteria

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	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	☒	Use of correction fluid is prohibited.
4	☒	Submission of (PA-32): Invitation to Bid
5	☐	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
6	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
7	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
8	☐	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
9	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
10	☒	Any Alterations made should scratched and initial next to it. Submission of proof of Registration on National Treasury's Centarl Database (CSD). Submission of DPW 07 (Form of Offer and Acceptance).

2.2 Administrative responsiveness criteria

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

1	☒	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	☒	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	☒	Submission of (PA-09 (GS)): List of Returnable Documents
4	☒	Submission of (PA-11): Bidder's disclosure.
5	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.

6	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
7	☒	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	☐	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	☒	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.
10	☐	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
11	☒	Submission of PA-16: Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022. Non compulsory site briefing meeting (bid clarification meeting).

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

☐	**For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.** **An EME or QSE which is at least 51% owned by black people** **10 Points** **An EME or QSE which is at least 51% owned by women** **4 Points** **An EME or QSE which is at least 51% owned by people with disabilities** **2 Points** **An EME or QSE which is at least 51% owned by youth** **2 Points** **Located in a specific Municipality or District Municipality or Metro or Province** **area for work to be done or services to be rendered in that area** **2 Points**

☒	**For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.** **1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) (Mandatory)** **10 Points** Documentation to be submitted by bidders to validate their claim points. • ID Copy • SANAS Accredited BBBEEE Certificate or Sworn Affidavit where applicable

- CSD Report
- CIPC (Company Registration)

2. An EME or QSE which is at least 51% owned by women (Mandatory) 4 Points

Documentation to be submitted by bidders to validate their claim points.

- ID Copy
- CSD Report
- CIPC (Company Registration)

3. An EME or QSE which is at least 51% owned by people with disabilities (Mandatory)2 Points

Documentation to be submitted by bidders to validate their claim points.

- ID Copy (Mandatory)
- Medical Certificate
- South African Social Security Agency (SASSA) registration
- National Council for Persons with Physical Disability in South Africa registration
- CSD Report
- CIPC (Company Registration)

4. An EME or QSE which is at least 51% owned by youth 2 Points

Documentation to be submitted by bidders to validate their claim points.

- ID Copy
- CSD Report
- CIPC (Company Registration)

5. Located in a specific Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) **2 Points**

Documentation to be submitted by bidders to validate their claim points.

- Office Municipal Rates Statement
- Permission To Occupy from local chief in case of rural areas (PTO)
- Lease Agreement

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

1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) (Mandatory) **4 Points**

Documentation to be submitted by bidders to validate their claim points.

- ID Copy
- SANAS Accredited BBBEEE Certificate or Sworn Affidavit where applicable
- CSD Report
- CIPC (Company Registration)

☐

2. An EME or QSE which is at least 51% owned by women (Mandatory) **2 Points**

Documentation to be submitted by bidders to validate their claim points.

- ID Copy
- CSD Report
- CIPC (Company Registration)

3. Located in a specific Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) **2 Points**

Documentation to be submitted by bidders to validate their claim points.

- ID Copy

- Office Municipal Rates Statement
- Permission To Occupy from local chief in case of rural areas (PTO)
- Lease Agreement

4. ☐ **An EME or QSE which is at least 51% owned by youth**

Documentation to be submitted by bidders to validate their claim points.

- ID Copy
- CSD Report
- CIPC (Company Registration)

2 Points

5. ☐ **An EME or QSE which is at least 51% owned by people with disabilities**

Documentation to be submitted by bidders to validate their claim points.

- ID Copy
- Medical Certificate
- South African Social Security Agency (SASSA) registration
- National Council for Persons with Physical Disability in South Africa registration
- CSD Report
- CIPC (Company Registration)

(The use of this goal is mandatory however the BSC must select either specific goal 4 or specific goal 5 and not both)

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

☒ **80/20** Preference points scoring system	☐ **90/10** Preference points scoring system	☐ **Either 80/20 or 90/10** Preference points scoring system

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

5. ***Note:*** *Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.*

Functionality criteria:	**Weighting factor:**
1. Company Experience Demostrate the company's expirience in the field of cleaning services Bidder/s must provide reference letters for all previous projects undertaken which are of similar nature completed successfully in the last five years, in which one of the projects completed should be at the value of R 300 000.00 The reference letters must include the relevant contact person, nature of service, contract amount, contract duration and contact details of the referee. 5 or more projects of similar nature, one of projects to the value of R300 000.00 will score =5 4 projects of similar nature, one of projects to the value of R300 000 will score =4 3 projects of similar nature will score, one of projects to the value of R300 000.00 will score =3 2 projects of similar nature, one of projects to the value of R300 000.00 will score =2 1 projects of simialr nature to the value of R300 000.00 will score =1 No projects of similar nature will score 0 points	40
2. Supervisor Expirience Bidders must provide certified copy of ID, School Report for Grade 10 (Passed grade 10) or equevalent (ABET level 4, Form III school report and N 3) and detailed CV for the Supervisor indicating number of 5 years of experience in cleaning enviroment. 5 years and above experience = will score 5 4 years of relevant cleaning experience = will score 4 3 years of relevant cleaning experience = will score 3 2 years of relevant cleaning experience = will score 2 1 year of relevant cleaning experience = will score 1 Less than 1 year of relevant cleaning experience= will score 0	40
3.Financial credibility Provide bank rating from banking institution to justify credit risk. Bank code must be at a value of R 20,000.00. Bank Rating A =5 Bank Rating B =4 Bank Rating C =3 Bank Rating D =2 Bank Rating E =1 No information provided =0	20
NB For all advertised ten (10) tenders the Bidder will be eligible to be awarded only 1 contract.	
List of advertised ten (10) bids are Aliwal North, Bizana, Butterworth, Elliot, Flagstaff, Mthatha High Court, Mt Ayliff, Mt Frere, Tabankulu, Sterkspruit.	

Total	**100 Points**

Minimum functionality score to qualify for further evaluation:	60%

6. COLLECTION OF BID DOCUMENTS:

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address PRD Building Sutherlands Street Mthatha. A non-refundable bid deposit of R 200,00 is payable, (Cash only) is required on collection of the bid documents.

☒ A ***non-compulsory*** pre bid meeting with representatives of the Department of Public Works will take place at PRD Building Sutherlands Street Mthatha on 31/08/2023 starting at 10:00am. Venue PRDII Building. *(if applicable)*

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

DPW Project Leader:	T MOKOQAMA	**Telephone no:**	047 502 7008
Cell no:	079 270 3169	**Fax no:**	
E-mail:	thabo.mokoqama@dpw.gov.za		

8. DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.
All tenders must be submitted on the official forms –

BID DOCUMENTS MAY BE POSTED TO:		**DEPOSITED IN THE TENDER BOX AT:**
THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 5007 MTHATHA 5099 ATTENTION: **PROCUREMENT SECTION: ROOM** 5th floor SCM ***POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT***	OR	Sutherlands Street PRD bUILDING Fith floor reception

9. COMPILED BY:

T MOKOQAMA		PROJECT LEADER	
Name of Project Leader	Signature	Capacity	Date

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

PA 32: INVITATION TO BID
PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	MTH 46/2023	CLOSING DATE:	12/09/2023	CLOSING TIME:	11:00
DESCRIPTION	PROVISIONING OF 36 MONTHS CLEANING SERVICE BIZANA MAGISTRATE COURT.				

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)*

OR POSTED TO:

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

TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (¹ALL APPLICABLE TAXES)**	**R**
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
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**

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".

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.

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

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".

public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

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

Tender no: MTH 46/2023

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
PROVISIONING OF 36 MONTHS CLEANING SERVICE BIZANA 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.**

public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

Tender no: MTH 46/2023

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

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.

public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Tender no: MTH 46/2023

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

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

WITNESSED BY:

Name of witness	Signature	Date

Tender no: MTH 46/2023

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.

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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:	PROVISIONING OF 36 MONTHS CLEANING SERVICE BIZANA MAGISTRATE COURT.		
Bid no:	MTH46/2023	**Reference no:**	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids[1] 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 consortium[3] 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.

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

PA-[illegible]J: DECLARATION OF DESIGNATED G[illegible]OUPS FOR PREFERENTIAL PROCUREMENT

Tender no: MTH 44/2023

Name of Tenderer ..... ☐ **EME**[1] ☐ **QSE**[2] ☐ **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.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No

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

[1] EME: Exempted Micro Enterprise
[2] QSE: Qualifying Small Business Enterprise

PA .0: DECLARATION OF DESIGNATED .OUPS FOR PREFERENTIAL PROCUREMENT

Tender no: MTH 44/2023

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	**Signature**	**Date**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   (Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must, where possible, be signed by <u>all</u> 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

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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

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

_____

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   _____

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

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

   _____

   _____

   (Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

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

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

   Physical address: _____

   _____

   _____

   _____ (code)

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

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must, where possible, be signed by <u>all</u> 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

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-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

_____

_____

(Project description as per Bid /Tender Document)

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

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____

_____ (Postal code)_____

Postal Address: _____

_____

_____

_____(Postal code)_____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must be signed by <u>all</u> 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).*

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

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(*tick whichever is applicable*).

☒ The applicable preference point system for this tender is the **80/20** preference point system.

☐ The applicable preference point system for this tender is the **90/10** preference point system.

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

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

1.3.1 Price; and

1.3.2 Specific Goals

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

	80/20
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and Specific Goals	**100**

1.5 **Breakdown Allocation of Specific Goals Points**

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

All Acquisitions

Table 1

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

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 **disability** **(Mandatory)**	2	• ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) • CSD Report • CIPC (company registration)
5.	An EME or QSE which is at least 51% owned by **youth. (Mandatory)**	2	• ID Copy • CSD Report • CIPC (company registration)

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

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by **Historically Disadvantaged Individuals** (HDI) **(Mandatory)**	10	• ID Copy • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • CSD Report • CIPC (company registration)
2.	**Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area **(Mandatory)** **EASTERN CAPE**	2	• Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by **women** **(Mandatory)**	4	• ID Copy • CSD Report • CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with **disability** **(Mandatory)**	2	• ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			• National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) • CSD Report • CIPC (company registration)
5.	An EME or QSE or any entity which is at least 51% owned by **youth**. **(Mandatory)**	2	• ID Copy • CSD Report • CIPC (company registration)

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

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by **Historically Disadvantaged Individuals** (HDI) **(Mandatory)**	4	• ID Copy • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • CSD Report

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			• CIPC (company registration)
2.	**Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area **(Mandatory)**	2	• Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by **women** **(Mandatory)**	2	• ID Copy • CSD Report • CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with **disability** **(Mandatory)** OR An EME or QSE or any entity which is at least 51% owned by **youth**.	2	• ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) • ID Copy

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			• CSD Report • CIPC (company registration)

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:

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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:

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

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**

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.

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

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

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.

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

(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

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:

(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 count 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 pubic 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.

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 12 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.

29. Governing language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Name of Bidder	Signature	Date

ANNEXURE A					
DESCRIPTION: BIZANA MAGISTRATE COURT			BREAKDOWN 36 months		
			Year (1)	Year (2)	Year (3)
Wages					
A	Number of Cleaners (36 months)		1		
B	Number of Supervisor (36 months)		1		
1	Basic salary = hourly rate that must not be less than that published in terms of Government Notice No. **01 March 2023. NB if this Rate /Hour is incorrect it is the responsibility of the Bidder to comply with Minimum Wage**		R 25,42		
2	Total Wage Cost per month	hourly rate x 8 hours per day x 5 days per week x 4,33 weeks per month			
Provisions to be made as additional costs incurred to the minimum rate of pay:					
3	Annual leave provision (pro rata per month) based on minimum determined days per year.	15 days per year ÷ 12 months x hourly rate x 8 hours per days			
4	Sick Leave (pro rata per month) based on minimum determined days per year	10 days per year ÷ 12 months x hourly rate x 8 hours per day			
5	Family Responsibility Leave (pro rata per month) based on minimum determined days per year	3 days per year ÷ 12 months x hourly rate x 8 hours per day			
6	Unemployment Insurance Fund (UIF)	1% of basic monthly salary			
7	Provident fund	5,25% of basic monthly salary			
8	Branding of a uniform	vary from supplier			
9	Bonus	annual bonus ÷ 12 months			
10	Workman's Compensation: Compensation for Occupation Injuries and Diseases Act (COIDA) of 1993 (amended in 1997)	1.6% of total monthly wage			
11	Skills Development Levy	1% of monthly wage			
12	Any other allowance/s and or employers contributions must be specified				
13	Estimated Monthly Cost per cleaner (that is the total of items 2 to 12 above)				
15	Total per Month for Supervisor				
16	**Estimated Cost for ALL personnel that is total of items for 1 month for Year 1 + Year 2 + Year 3 for A/B and 14 above)**				
18	**Total Estimated Cost for ALL personnel for 36 Months**				

ANNEXURE B PRICING SCHEDULE						
BIZANA MAGISTRATE COURT : ESTIMATES FOR CLEANING MATERIAL						
DESCRIPTION					COST BREAKDOWN 36 Months	
CLEANING MATERIAL (ONLY SABS APPROVED Material)						
Costs to be incurred by the bidder:						
1	Allowance for Cleaning Material Items	Quantity per Month	Price per Item	Year 1	Year 2	Year 3
1.1	25% Liquid Floor Polish 25l	1				
1.2	25% Liquid Floor Polish Stripper 25l	1				
1.3	25 % Liquid Floor Cleaner	1				
1.4.	25 % Liquid floor Sealer 25L	1				
1.6	Toilet Bowl Cleaner (Detergent) 25L	1				
1.7	Pine Gel (Disinfectant Detergent) 25L	1				
1.8	Pine Disinfectant Detergent 25L	1				
1.9	Thick Liquid Bleach (Disfinfectant) 25L	1				
1.10	Ammonia Cream Cleaner (Detergent) 25L	1				
1.11	Dishwashing Liquid Detergent 25L	1				
1.12	Bacteria Liquid Hand Soap 25L	1				
1.13	Airfreshner 25L	1				
1.14	Insecticide 6 pack (300ml)	1				
1.15	Wooden Furniture Polish 300ml 6 pack	1				
1.16	Deoblocks 5kg	1				
1.17	Liquid Windowlene / Window Cleaner 25l	1				
1.18	Black Disinfectant Dip 25L	1				
1.19	Colour Coded Cloths (10 x 5pack)	1				
1.20	Motton Cloths	1				
1.21	Black Refuse Bags per 20pack (40mm Micron)	1				
1.22	Clear Plastic Office Bin Liners 50 pack	1				
1.23	Kim Dry Hand Paper Towel Boxes 240 sheets (12 boxes)	1				
1.24	SABS 2 Ply White Toilet Paper 48s 500 sheets	1				
1.20	Yellow Dusters	1				
1.21	**House Hold Rubber Gloves Yellow (4 pairs per person quarterly)**	1				
2.	**Total Cleaning Material Costs**					
	Total cost for 36 months(YR1+YR2+YR3)=					

ANNEXURE C PRICING SCHEDULE						
BIZANA MAGISTRATE COURT : ESTIMATES FOR CLEANING EQUIPMENT						
DESCRIPTION CLEANING SERVICES				COST BREAKDOWN		
				36 Months		
ESTIMATE FOR CONSUMEBLE						
Costs to be incurred by the bidder:						
1	Hygiene Equipment Hire	Price per Item	Quantity	Year 1	Year 2	Year 3
1.1	Sanitary Bins Diposal (20L) Rental Unit		1			
2.	**Allowance for Other Cleaning Equipment**					
2.1.	Extendable Window Squeeges		1			
2.2.	Toilet Brushes		1			
2.4	Hard Brooms 500mm		1			
2.5	Industrial Mops (Complete Set with Handle		1			
2.6	Flat Mops (complete set with Handles)		1			
2.7	Soft Broom 340mm		1			
2.6	Long Feather Duster		1			
2.7	Short Feather Duster		1			
2.8	Dustpan set		1			
2.12	250ml Auto Airfreshener Spray		1			
2.12	**Installation of sanitar bins (MINI PEDAL SANITARY BIN)Grey or White with pedal**					
3.1	TOTAL COST PER YEAR					
	TOTAL COST FOR 36 MONTHS					

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

FINAL SUMMARY OF ALL COSTS FOR THE PROVISION OF 36 MONTHS CLEANING SERVICE CONTRACT FOR BIZANA MAGISTRATE COURT

THE TOTAL COSTS ENTAIL ANNEXURE A (LABOUR COSTS) ANNEXURE B (CLEANING MATERIAL COSTS AND ANNEXURE C (CONSUMABLES)

BIDDER TO ENSURE THAT ALL COSTS ARE INCLUSIVE OF 15% OVERHEADS AND PROFIT MARGINS

ESTIMATE SUMMARY

ITEM	DESCRIPTION	TOTAL COSTS
	CLEANING MATERIAL	
	CONSUMABLES	
	SUBTOTAL	
	PROFIT MARGINE 25%	
	SUBTOTAL	
	OVERHEADS COSTS 15%	
	SUBTOTAL	
	TOTAL LABOUR COSTS	
	15% VAT	
	TOTAL BID COST FOR 36 MONTHS	

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REPUBLIC OF SOUTH AFRICA

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

SPECIFICATION
FOR
RENDERING OF 36 MONTHS CLEANING SERVICES
FOR
DEPARTMENT
OF
JUSTICE AND CONSTITUTIONAL DEVELOPMENT.

THE BUILDING IS

BIZANA 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 Bizana Magistrate Court. Subject to acceptance the contractor will enter into a contract with DPWI to provide as far as reason
able, 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 thirty six (36) 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.
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.

3.	**GENERAL TERMS AND CONTRACT CONDITIONS**	
3.1	Warning signs must be provided and displayed when the floors are washed or polished.	
3.2	Safety belts must be supplied and worn each time the windows are being washed on the outside.	
3.3	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.	
3.4	In the above-mentioned specification the following words namely Dust, Sweep, Clean, Wash, Vacuum and Polish has the meaning as set out here under.	
3.4.1	Dust	Clean with a duster and dust cloth.
3.4.2	Sweep	Clean away all dirt and dust with a broom.
3.4.3	Clean	Wipe with a wet cloth and remove marks if any by applying a cleaning detergent.
3.4.4	Wash	Clean all dirt and dust with a mop.
3.4.5	Vacuum	Vacuum all dirt and dust clean with a vacuum cleaner or brush.
3.4.6	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.
4.	**PROVISION OF CLEANING MATERIALS AND EQUIPMENT**	
4.1	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. The equipment must at all times be clean and in a working condition Maintenance of the equipment is the contractor's responsibility.	
4.2	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.	
5.	**CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR**	
5.1	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.	

5.2	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
5.3	Files and other correspondence on desks, racks, etc., must be placed back in the position in which it was found after cleaning such areas.
5.4	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.
5.5	Personal hygiene of the contractor, his personnel, and agents must be maintained at an acceptable standard at all times.
5.6	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.
5.7	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.
5.8	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.
5.9	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.
5.10	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.
5.11	In such a case the contractor will immediately honour the Departments request and shall have no claim of loss or damage against the Department.
5.12	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)
5.13	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.

5.14	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.
5.15	No information may be provided by the contractor or his affiliates of state activities to the public or news media.
6.	**IDENTITY**
6.1	The contractor and his/her affiliates enter on the premises at own risk.
6.2	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.
6.3	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.
7	**ELECTRICAL EQUIPMENT**
7.1	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.
7.2	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.
7.3	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
7.4	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.
8.	**NUISANCE**
8.1	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.
8.2	Personnel must behave in a soberly orderly manner at all times.
8.3	Silence must be reasonably maintained at all times.
9.	**CURTAILMENT OF SERVICES**

9.1	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.
10.	**INTERRUPTION OF SERVICE**
10.1.	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.
10.2	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.
11.	**CAUTION SIGNBOARDS**
11.1.	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.
11.2.	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.
11.3.	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.
12.	**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
13.	**BREACH OF CONTRACT**
13.1	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.
13.2	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
14.	**WIDRAWAL / CANCELLATION OF CONTRACT**
14.1.	The Department reserves the right to withdraw the contract following notification to this effect within 24 hours. The Department will cancel the contract with immediate effect if, at site hand over 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.
15.	**INFLAMMABLE AND POISONOUS MATERIAL AND OTHER CHEMICALS**
15.1	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.

16.	**SUB-LETTING**
16.1.	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.
17.	**EQUIPMENT**
17.1.	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.
17.2.	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. The Department will inspect the equipment on a regular basis to ensure that the equipment is in a good working condition and reflect the equipment as indicated as available at award of tender The Department 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. ✓ The client Department will provide space for the storage of equipment and changing room for cleaners.
17.3.	Under no circumstances may the department borrow or give equipment to the contractor.
17.4.	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.
17.5.	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.

17.6.	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).
17.7.	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.
17.8.	Minimum list of equipment is on page 24 below but contractor is not limited to provide efficient equipment to render the service efficiently.
18.	**SUPERVISION**
18.1	The contractor must ensure that there is always effective supervision of staff and activities at all times.
18.2.	✓ Contractor to appoint / place well trained, observant, keen, efficient, willing, and well trained supervisor
18.3.	Continuous, within reachable supervision are called for, daily Monday to Friday, Public Holidays excluded.
18.4.	Supervisors must in all respects respond to reasonable request of the appointed personnel.
19.	**OBLIGATIONS OF THE CONTRACTOR**
19.1.	Where practically possible, all complaints concerning the service being performed, must receive immediate attention, but in any case not later than the following workday.
19.2.	The Contractor undertakes:
19.2.1	To co-operate with the safety officer of the building at al times and
19.2.2	To keep the resting facilities, which are supplied neat and tidy at all times.
17.2.3.	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.
19.2.4.	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.
19.2.5.	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.

19.2.6.	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.
19.3	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
19.4.	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).
19.5.	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.
19.6.	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.
19.7.	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.
19.8.	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.
19.9.	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.
19.10.	Cleaning of closed offices in the absence of the occupant or representative may be done upon agreed terms with the occupant and Court Manager.
19.11.	All broken / damaged items such as toilet seats, taps, etc. must be reported to the Court Manager for urgent attention.

19.12.	All cleaning material and cleaning equipment such as brooms, mops, cloths, buckets, vacuums must be cleaned with an applicable disinfectant on a daily basis.
19.13.	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.
1`9.`4	The Contractor is expected to ensure that additional resources are made available to augment employee absenteeism caused by any form of leave
19.15.	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.
19.16.	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.
20.	**DRESS CODE** The successful bidder will be required: 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
21.	**OBLIGATIONS TO DPWI**
21.1.	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.

21.2.	**SITE MEETING** 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 must be contacted is: Ms N Nakumba @ 012 492 3173 / Mr t mokoqama @ 0475027071 / Mr W Zihlangu @ 047 502 7008 Tel. No. [012] 492 3173 / 012 492 3114 / 047 502 DPWI Office , 5th Floor , PRD 2 Building, Corner Durham and Sutherland Rd, Mthatha
22.	**OBLIGATIONS TO THE CLIENT DEPARTMENT**
22.1.	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.
22.2.	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.
22..3	The Client will provide water on site, storage facility and change rooms for the contractor.
24.	**CONTRACT AMOUNT**
24..1	**The contract amount for the 36 months period is R ----------** **Please indicate: VAT included / VAT excluded.**
25.	**PAYMENTS**

25.1.	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.
25.2.	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
25.4.	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, 5th Flr PRD 2 Building, Corner Durham & Sutherland Rd, Mthatha, 5099 and must be completed.
25.6.	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.
26.	**PRO-RATA DECREASE OF PAYMENT:**
26.1.	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.
26.2.	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.
27..	**TERMINATION OF SERVICE**
27.1.	The stipulations of the State Tender Board's General Conditions and Procedures (PA-10) 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 = 6559,08 Sqm

No	DESCRIPTION	QUANTITY
1	No of floors	01
2	No of offices	12
	No of Verandah/s / basement	1
4	No of Entrances	1
5	No of Passages	4
6	No of tea kitchens	1
7	No of courtrooms	2
8	No of Strong room	2
9	No of Store rooms	4
10	No of toilets	6
11	No of urinals	4
12	Cell Blocks	02
13	No of Cells	04
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 36 MONTHS FROM DATE OF ACCEPTANCE OF THE SUCCESSFUL BIDDER BY THE DEPARTMENT OF PUBLIC WORKS		
SPECIFICATION FOR THE CLEANING OF BUILDING		
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.
1.14	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
1.1.8	Computer rooms, strong rooms and cash halls cleaning must be arranged with the occupant.	
1.1.9	Courts must be cleaned before 9H 00 am.	
1.1.10	Cells must be cleaned daily.	
1.1.11	After 14H00 all the rubbish bins and ashtrays must be cleaned and washed in all the offices, lobbies and hallways.	
1.1.12	Rubbish lying around must be removed immediately when found during the day.	
1.2	**WEEKLY**	
1.2.2	Toilet doors, venetian blinds, partitioning, door taps and metal surfaces.	Damp wipe or wash with recognised washing liquid where necessary and scrubbed.
1.2.3	Walls and ceilings	Must be dusted/ Damp wipe.
1.2.4	All brass items inside and outside the building	Must be cleaned with polish and well buffed.
1.2.5	All the safes and storerooms	Must be cleaned.
1.2.6	Furniture	Must be polished with approved polish. Either spray or liquid.
1.2.7	Telephones, heaters and fans	Wipe with a damp cloth, which has been put in liquid with a disinfecting liquid.
1.2.8	Marble surfaces, stone and cement floors, outside steps and stairs.	Machine washes with soap solution. Neutral detergent.

1.2.9	Tar surfaces, parking areas, parking garages. As well as outside cement surfaces around buildings.	Sweep clean with brooms and scrub if dirty.
1.2.10	Carpets must be vacuumed [weekly].	
1.2.11	Floors / Wooden floors must be sprayed and buffed / scrubbed and polished.	
1.2.12	The rubbish must be put in front of the building every applicable day to be taken away by the Municipality.	
1.2.13	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.

1.2.14	Lift, floor, doors, roof, walls	Wash with soap solution.
1.2.15	All copper and brass fittings.	Polish with approved metal polish.
1.2.16	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.
1.4	**QUARTERLY**	
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	**HALF YEARLY**	
1.5.1	Shampoo carpet with high foam liquid	To maintain colour
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**)	
	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.	
	. 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.	
	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 REUQIREMENTS -LIST OF CLEANING EQUIPMENT

No	Item
1.	Low noise professional Wet/Dry Vacuum Cleaners specially designed for Industrial Cleaning applications.
2.	Industrial Ploisher / 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
8.	Electrical Extension Cords
9.	Wet Floor /Caution Sign
11.	Window Squeegees
12.	Floor Sealer Applicator

29.2. SCHEDULE -D

1. MINIMUM REUQIREMENTS -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)	

30. SCHEDULE –E

SPECIFICATION TOUCH FREE / NON TOUCH HYGIENE EQUIPEMENT.

No	Item Description	Service Frequency
1.	**Touch Free / Non Touch She bins** Capacity : 14L Weight : 2700g Dimensions : H 60 mm x W 390 mm x D 160 mm Infra-Red Integral antibacterial technology to prevent the spread of Bacteria Reliable operation, safe and discreet on site sanitation service.	Weekly Service
2.	**Touch Free / Non Touch Anti- Bacterial Liquid Hand Soap Dispenser/s** Capacity : 1L Infra –Red sensor human body induction technology, 100% touch free Automatic sensor Foam Dispenser, completely touch Free to avoid cross infection and must detective hands within one pass.	Dispensers to be installed & replaced when reported faulty. Weekly soap refill
3.	**Touch Free / Non touch Paper Towel Dispenser** Infra –Red sensor, fully automated 100% touch free experience. Motion sensor Activate Capacity : L300 mm x W 290 mm	Dispensers to be installed & replaced when reported faulty. Weekly paper

	To accommodate non-perforated paper towels Dispensing paper length of 28cm Time Delay on getting new sheet of paper, to prevent over use of papers	towel refill
4.	**Disinfectant Seat Wipes Dispenser** Infra – Red sensor Activated Dispenser Dimensions : H 310mm x Depth x 60mm x W : 160mm 1005 touch free operation to eliminate cross contamination and to reduce the spread of germs One wipe dispensed at a time Easy to replace refill	Dispensers to be installed & replaced when reported faulty. Weekly soap refill
5.	**Anti – Bacterial Liquid Hand** Soap Anti – Bacterial Hand Soap with delightful fresh clean fragrance Thick luxurious foam Dispense 3-5ml of liquid hand soap and work into rich lathe Antiseptic hand wash, that is gentle to skin, cleans, disinfects, sanitize, moisten, moisturise and keeps hand soft. Kills 99.9% germs. Protects against bacteria and effective against a wide range of germs and bacteria, reducing the risk of cross contamination.	Refill Daily
6	**Paper Towels** Rolled Hand Towels, Soft, strong & highly absorbent, even when wet, 500 sheets White , single ply towels	
7.	**Disinfectant Toilet Seat Wet Wipes** 70% alcohol based toilet seat wet wipes Fragrance to provide additional hygiene reassurance Disinfectant seat wipes to be specially designed for use in the above described dispenser One wipe dispensed at a time.	Refill Every second week

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	All accessible fixtures and fittings are cleaned and disinfected. 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 fitments and plumbing will be reported. Lights will be cleaned. Where possible graffiti will be removed, however should it be engraved, painted or indelible we will not be held responsible for this. Thoroughly clean and disinfect the immediate areas
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 fitments 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**

KINDLY INDICATE LEVEL OF SERVICE FOR THE MONTH OF _____

1. GENERAL CLEANLINESS

OFFICES	EXCELLENT 4	AVERAGE 3	BELOW STANDARD 2	POOR 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

APPEARANCE	EXCELLENT 4	AVERAGE 3	BELOW STANDARD 2	POOR 1
Rating				

GENERAL COMMENTS

Court Official / Manager ---------- Date Stamp----------

32. SCHEDULE H

NO	CHECKLIST FOR COMPILING BID PRICE
	Material (Chemicals/Useable/Consumable): Do not forget to make allowances for: 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. **Equipment and Machinery:** 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 : 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 bloom, 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?)
	Toilet paper & Paper hand towels: 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)
	Window cleaning Internal and external cleaning of windows (Have you allowed for cleaning of windows internally and externally on a quarterly basis?)
	Deep cleaning Whole building (Have you allowed for an initially deep clean and thereafter every six monthly basis or as otherwise indicated.

33. 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.

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

FACILITIES MANAGEMENT

CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

CONTENTS

No.	CLAUSES	PAGES
1.	Definitions	3
2.	Interpretation	4
3.	Duration	5
4.	Rights and Obligations of the Employer	5
5.	Rights and Obligations of the Service Provider	5
6.	Service Manager	6
7.	Security	6
8.	Security Clearance	6
9.	Confidentiality	6
10.	Ambiguity in documents	7
11.	Insurances	7
12.	Access to the facilities and commencement of the Services	7
13.	Programme	7
14.	Subcontracting	8
15.	Intellectual Property Rights indemnity	8
16.	Compliance with Legislation	8
17.	Reporting on incidents	8
18.	Nuisance	9
19.	Materials, workmanship and equipment	9
20.	Urgent Works	9
21.	Indemnifications	9
22.	Variations	10
23.	Identified Projects	10
24.	Suspension of the Services	12
25.	Penalty for Non-Performance	12
26.	Payments	13
27.	Release of Security	14
28.	Overpayments	14
29.	Completion	14
30.	Assignment	15
31.	Indulgences	15
32.	Ownership and Publication of Documents	15
33.	Breach of Contract	15
34.	Stoppage and/or termination of Contract	16
35.	Dispute Resolution	17
36.	General	17
37.	*Domicilium Citandi et Executandi*	17

1. DEFINITIONS

1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

1.1.1. "Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.

1.1.2. "Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;

1.1.3. "Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;

1.1.4. "Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;

1.1.5. "Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;

1.1.6. "Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;

1.1.7. "Contract Period" is from Commencement Date for the period stated in the Contract Data;

1.1.8. "Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;

1.1.9. "Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;

1.1.10. "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;

1.1.11. "Day" means a calendar day;

1.1.12. "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;

1.1.13. "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;

1.1.14. "Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;

1.1.15. "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;

1.1.16. "Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;

1.1.17. "Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.

1.1.18. "Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;

1.1.19. "Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;

1.1.20. "Parties" means the Employer and the Service Provider;

1.1.21. "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;

1.1.22. "Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;

1.1.23. "Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;

1.1.24. "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;

1.1.25. "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;

1.1.26. "Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;

1.1.27. "Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

2. INTERPRETATION

2.1. In this Contract, except where the context otherwise requires:

2.1.1 The masculine includes the feminine and the neuter, vice versa;

2.1.2 The singular includes the plural; and vice versa

2.1.3 Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.

2.2. The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.

2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.

2.4. The various parts of the Contract are severable and may be interpreted as such.

2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.

2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

3. DURATION

3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.

3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.

3.3. The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

4.1. The Employer shall give access to or supply the Service Provider with:

4.1.1 All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and

4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.

5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.

5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.

5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.

5.5. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.

5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.

5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.

5.8. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.

5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.

6. SERVICE MANAGER

6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.

6.2. The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.

6.3. Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.

6.4. The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.

7. SECURITY

7.1. The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.

7.2. Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).

8. SECURITY CLEARANCE

8.1. In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.

8.2. It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.

9. CONFIDENTIALITY

9.1. The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:

9.1.1 the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof , either in whole or in part; and/or

9.2.1 the Employer shall be entitled to cancel the Contract

9.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:

9.2.1 employees, officers and directors of the Service Provider; and

9.2.2 any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.

9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.

9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.

10. AMBIGUITY IN DOCUMENTS

10.1. The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.

11. INSURANCES

11.1. It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.

12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES

12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).

12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data

12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.

12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.

12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

13. PROGRAMME

13.1. The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.

13.2. The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.

13.3. A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.

13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.

14. SUBCONTRACTING

14.1. The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.

14.2. Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

15.1. The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.

15.2. The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.

16. COMPLIANCE WITH LEGISLATION

16.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.

16.2. All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.

16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.

16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.

16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.

16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.

17. REPORTING OF INCIDENTS

17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.

17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.

17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.

17.4. The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.

17.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible

18. NUISANCE

18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.

18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

19.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.

19.2. The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.

19.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.

19.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices

19.5. Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

20. URGENT WORK

20.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.

20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.

20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.

20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

21. INDEMNIFICATIONS

21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:

21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;

21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;

21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.

21.2. The Employer accepts liability for all acts or omissions of its employees, agents or representatives.

22. VARIATIONS

22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.

22.2. No variation by the Employer of whatever nature shall vitiate the Contract.

22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.

22.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.

22.5. Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

22.6. If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.

22.7. The Additional Services will be valued at the rates in the Pricing Data.

23. IDENTIFIED PROJECTS

23.1. The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.

23.2. The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.

23.3. Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

23.4. If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.

23.5 In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

(a) describe the services/works required to be executed by the Service Provider under the Identified Project;

(b) state the due commencement and completion dates of the relevant Identified Project;

(c) state the total cost of the relevant Identified Project as agreed to between the Parties; and

(d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6 Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.

23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.

23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.

23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.

23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.

23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

V = Delays due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.

X = 20, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc – Nn) calendar days, where Nc = number of days calendar days in the month under consideration

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.

The factor (Rw – Rn) ÷ X shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.

23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.

23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. SUSPENSION OF THE SERVICES

24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.

24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

25. PENALTY FOR NON-PERFORMANCE

25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,

25.1.1 delays in performing any of the Services;

25.1.2 fails to perform any of the Services;

25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.

25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.

25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.

26. PAYMENTS

26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.

26.2 The Service Provider shall submit a monthly certificate taking into account the following:

26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;

26.2.2 adjustments in terms of the pricing data;

26.2.3 additional work rendered by the Service Provider;

26.2.4 CPAP adjustment where stated in the Contract Data; and

26.2.5 VAT. Vat will be indicated separately in all documents.

26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)

26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.

26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:

(1) deductions for penalties;

(2) deductions for overpayments;

(3) deductions for retention

(4) deductions for damages.

26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.

26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.

26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.

26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.

26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.

26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.

26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

27. RELEASE OF SECURITY

27.1 If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.

27.2 If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:

27.2.1 annually in equal portions, subject to 27.2.2 and 27.2.3;

27.2.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.2.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

27.3 If the form of security selected is:

(a) a retention of 2.5% of the Contract Sum (excl. VAT); or
(b) a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),

then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:

27.3.1 annually in equal portions, subject to 27.3.2 and 27.3.3;

27.3.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.3.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

28. OVERPAYMENTS

28.1 If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

29. COMPLETION

28.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.

29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.

29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:

29.3.1 The Guarantee shall be returned, if applicable.

29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

30. ASSIGNMENT

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

31. INDULGENCES

31.2 No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

32.6 All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

33. BREACH OF CONTRACT

33.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non- compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:

33.1.1 Enforce strict compliance with the terms and conditions of the Contract;

33.1.2 To terminate this Contract without prejudice to any other rights it may have;

33.1.3 To suspend further payments to the Service Provider;

33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.

33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.

33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:

33.3.1 enforce strict compliance with the terms and conditions of the Contract; or

33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.

34. STOPPAGE AND/OR TERMINATION OF CONTRACT

34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.

34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:

34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;

34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;

34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;

34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;

34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or

34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;

34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.

34.4 Further, the Contract shall be considered as having been terminated:

34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or

34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.

34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:

34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.

34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.

34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

35. DISPUTE RESOLUTION

35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.

35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.

35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.

35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.

35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.

35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.

35.7 If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.

35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.

35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.

35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

36. GENERAL

36.1 This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.

36.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

37. *DOMICILIUM CITANDI ET EXECUTANDI*

37.1 The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parities in the Contract Data.

37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.

37.3 Any notice in terms of the conditions of the Agreement must either be:

37.3.1 delivered by hand during normal business hours of the recipient; or

37.3.2 sent by prepaid registered post to the address chosen by the addressee.

37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:

37.4.1 if hand-delivered on the date of delivery;

37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.

37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.

37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.

public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

DPW-04 (FM): CONTRACT DATA: FACILITIES MANAGMENT

CONTRACT DATA FOR *PROVISIONING OF 36 MONTHS CLEANING SERVICE BIZANA MAGISTRATE COURT*

Tender no: ***MTH 46/2023***

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 receives notices: Physical Address: ***PRD Building Sutherlands*** ***MTHATHA*** ***5099*** Postal address: ***PRD Building Sutherlands*** ***MTHATHA*** ***5099*** Tel: ***047 502 7008*** Fax: ***insert fax no***
1.1.6	The Contract Period is ***36 MONTHS*** *(total of 30 days from Commencement Date + the Service Period + Transitional Period)*
1.1.19	The Service Manager is ***MR T MOKOQAMA***
1.1.22	The Service Period is ***36 MONTHS***
1.1.24	The Transitional Period is ***36 MONTHS PERIOD***
7.	A security of 2.5% of the Contract Sum is required from the Service Provider.
12.2	The Service Period shall commence on *(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 46/2023***

26.2.4	The Contract Price is to be adjusted using CPAP indices: **Yes** ☐ **No** ☐ Where CPAP is to be used: ***state base month*** Where CPAP is applicable, the contract value will be adjusted in accordance with the **JBCC** Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the **JBCC** series 2000, code 2118, dated May 2005 and any amendments thereto, subject to: (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. (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 (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 (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 (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 Alternative Indices: **Not Applicable**

	PART 2: DATA TO BE PROVIDED BY THE SERVICE PROVIDER
1.1.20	The Service Provider is _____ _____ *(insert name and registration number if applicable)*
36.	The Service Provider chooses the following address where it will receive notices: Physical address: _____ _____ _____ Postal Address: _____ _____ _____ Tel: _____ Fax: _____

Tender no: ***MTH 46/2023***

7.	The security to be provided by the Service Provider will be one of the following, as indicated: (1) 2.5% cash deposit **Yes** ☐ **No** ☐ (2) 2.5% variable guarantee **Yes** ☐ **No** ☐ (3) retention of 2.5% of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐ (4) 1.25% cash deposit and a retention of 1.25% of the Contract Sum (excluding 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.**

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

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	***PROVISION OF 36 MONTHS CLEANING SERVICE AT BIZANA MAGISTRATE COURT.***		
Tender no:	*MTH 46/2023*	**Reference no:**	
Closing date:	*12/09/2023*		

This is to certify that I, _____ representing

_____ in the company of

_____ visited the site on:

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	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".

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	PROVISIONING OF 36 MONTHS CLEANING SERVICE BIZANA MAGISTRATE COURT.		
Project Leader:	T MOKOQAMA	**Bid / Quote no:**	MTH 46/2023

1. **THE BIDDER MUST COMPLETE THE FOLLOWING RETUNABLE DOCUMENTS:**
(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
PA-09 List of returnable documents	01 Pages	☒
PA-04(GS) Notice and invitation to bid	06 Pages	☒
DPW 07 form of offer and acceptance	01 Pages	☒
PA29 Certification on independent Bid determination	03 Pages	☒
PA 36 Declaration certificate for local Production and content for designated sectors.	03 Pages	☐
PA 40 Declaration of designated groups for preferential Procurement	01 Pages	☒
PA- 10 General conditions of contract (GCC	10 Pages	☒
PA- 11 Declaration of interest and bidder's past supply chain management practices	06 Pages	☒
PA -15.1 Resolution of Board of Directors	02 Pages	☒
PA- 15.2 Resolution of Board of Directors to enter into consortia or joint ventures	02 Pages	☒
PA- 15.3 Special resolution of consortia or joint ventures	03 Pages	☒
Bill of Quantities	1 Pages	☒
PA 30.1 Pricing Schedule-Firm prices	10 Pages	☒
PA32 invitation to Bid	04 Pages	☒
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐

Name of Bidder	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".

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	***PROVISION OF 36 MONTHS CLEANING SERVICE AT BIZANA MAGISTRATE COURT.***		
Tender / quotation no:	MTH 46/2023	**Closing date:**	12/09/2023
Advertising date:	21/08/2023	**Validity period:**	84 days

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

	Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence-ment date	Contractual completion date	Current percentage progress
1							
2							
3							
4							
5							
6							
7							
8							

Tender no: ***MTH 46/2023***

1.2. Completed projects

Projects completed in the previous 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence-ment date	Contractual completion date	Date of Certificate of Practical Completion
1							
2							
3							
4							
5							
6							
7							
8							
9							

Name of Tenderer	Signature	Date