

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE

BID NUMBER: DBN22/12/02

ADVERT DATE: 15 DECEMBER 2022

CLOSING TIME: 11:00

CLOSING DATE: 09 FEBRUARY 2023

**BID/QUOTE PRICE: R100.00**

**Site Meeting Date: 26 January 2023 @ 11:00 am (Pongola Mag Court)**

***BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION***

The **Tax Clearance Certificate for Bid Purposes** from the Receiver of Revenue and the **PA-32: Invitation To Bid** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

**BID DOCUMENTS MAY BE POSTED TO**

BID SECTION  
DEPARTMENT OF PUBLIC WORKS  
Private Bag X 54315  
DURBAN  
4000

ATTENTION: BID SECTION: ROOM NO. 5  
(ACCESS IMMEDIATELY NEXT TO MAIN ENTRANCE &  
SECURITY CONTROL TO PROCUREMENT BANKING HALL)

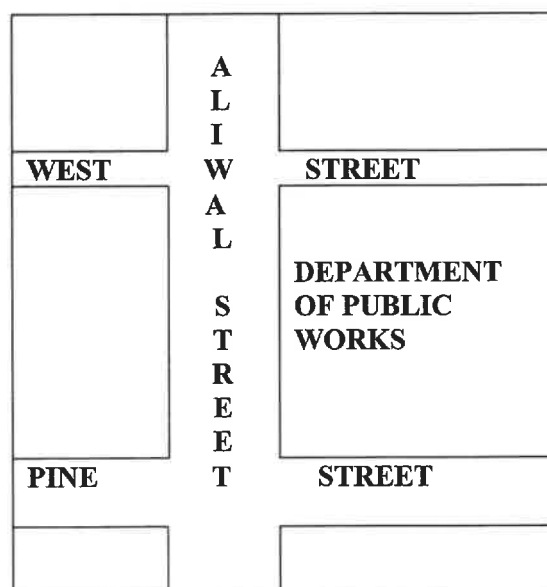
Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid/quote.

**OR**

THE BID DOCUMENTS MAY BE DEPOSITED IN A BID BOX  
OUTSIDE ROOM NO. 5, AT SCM BANKING HALL/TENDER BOX  
HALL, CNR WEST (DR PIXLEY KASEME) AND ALIWAL (SAMORA  
MACHEL) STREETS, DURBAN

Technical enquiries: Mr. Siphon Masuku (031 314 7312/071 365 6408)

Administrative Enquiries: Ms Senzeni Masondo at (031 314 7078)



The Durban Regional Office of the Department of Public Works is open **Mondays to Fridays: 07:30 – 12:45 / 13:30 – 16:00.**

For Tender purchasing cashier's office is open **Mondays to Fridays: 07:30 – 12:45/ 13:30 –14:00.** (This document is available for download only DPWI and Treasury website)

**NB.: Late Bids/Quotes will, as a rule will NOT be accepted for consideration.**

*Bidders should ensure that bids are delivered timeously to the correct address.*

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.**

*Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.*

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE WITH BID/QUOTE NUMBER & CLOSING DATE CLEARLY MARKED.**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
  2. <http://www.gov.za/bids/>
- Map DRO Nov 2005

## PA 32: INVITATION TO BID PART A

|   |   |                              |  |                                     |          |
|---|---|------------------------------|--|-------------------------------------|----------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                      |   |                              |  |                                     |          |
| BID NUMBER:   | DBN22/12/02   | CLOSING DATE:                | 09/02/2023   | CLOSING TIME:                       | 11:00 AM |
| DESCRIPTION   | JUSTICE: PONGOLA MAGISTRATE COURT (2,562sqm): 36 MONTHS CLEANING & HYGIENE SERVICES |                              |  |                                     |          |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).</b> |   |                              |  |                                     |          |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)                                   |   |                              |  |                                     |          |
| NDPWI Corner of Dr Pixley Kaseme & Samora Machele Street (West and Aliwal) Durban                                     |   |                              |  |                                     |          |
| Box Number 16 at Room 05  |   |                              |  |                                     |          |
| <b>OR POSTED TO:</b>  |   |                              |  |                                     |          |
| P.O. Box 54315  |   |                              |  |                                     |          |
| Durban. 4001.   |   |                              |  |                                     |          |
| <b>SUPPLIER INFORMATION</b>   |   |                              |  |                                     |          |
| NAME OF BIDDER  |   |                              |  |                                     |          |
| POSTAL ADDRESS  |   |                              |  |                                     |          |
| STREET ADDRESS  |   |                              |  |                                     |          |
| TELEPHONE NUMBER  | CODE  |                              | NUMBER   |                                     |          |
| CELLPHONE NUMBER  |   |                              |  |                                     |          |
| FACSIMILE NUMBER  | CODE  |                              | NUMBER   |                                     |          |
| E-MAIL ADDRESS  |   |                              |  |                                     |          |
| VAT REGISTRATION NUMBER   |   |                              |  |                                     |          |
|   |   | TCS PIN:                     |  | OR                                  | CSD No:  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE<br>(TICK APPLICABLE BOX)   |   | <input type="checkbox"/> Yes |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT |          |
|   |   | <input type="checkbox"/> No  |  |                                     |          |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY?  |   |                              |  |                                     |          |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX      |   | <input type="checkbox"/>     | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)           |                                     |          |
|   |   | <input type="checkbox"/>     | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) |                                     |          |
|   |   | <input type="checkbox"/>     | <b>A REGISTERED AUDITOR DETAILS:</b>   |                                     |          |
|   |   | NAME:                        |  |                                     |          |
|   |   | REGISTRATION NUMBER:         |  |                                     |          |
|   |   | BUSINESS ADDRESS:            |  |                                     |          |
|   |   | .....                        |  |                                     |          |
|   |   | .....                        |  |                                     |          |
|   |   | .....                        |  |                                     |          |
|   |   | .....                        |  |                                     |          |
|   |   | TELEPHONE NUMBER:.....       |  |                                     |          |
|   |   | E-MAIL ADDRESS:.....         |  |                                     |          |

| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |  |   |
|--|--|--|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ANSWER PART B:3 BELOW ] |
| SIGNATURE OF BIDDER  | .....  | DATE   |   |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)   |  |  |   |

|  |  |  |  |
|--|--|--|--|
| TOTAL NUMBER OF ITEMS OFFERED                          |  | TOTAL BID PRICE ('ALL APPLICABLE TAXES)          |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b> |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b> |  |
| DEPARTMENT/ 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

|   |
|---|
| <b>1. BID SUBMISSION:</b><br>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.<br><br>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE<br><br>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.<br><br>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.<br><br>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT. |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b><br>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.<br>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.<br>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.<br>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.<br>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.<br>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. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

**Note Well:**

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

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



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

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) \_\_\_\_\_ in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **DBN22/12/02** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz  
 Invitation to bid (PA - 03: GS)  
 Pricing schedule(s)  
 Filled in task directives / proposal  
 Preference Certificates in terms of the PPPFA regulations 2017 (PA -16)  
 Declaration of interest (PA -11)  
 Special Conditions of Contract;
  - (ii) General Conditions of Contract; (PA -10) and
  - (iii) Other **Specify**
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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

1. I **Sipho D. Masuku** in my capacity as **Project Leader** accept your bid under reference number **19/2/3/2/12/696** dated **Insert date** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.



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

**SIGNATURES OF THE CONTRACTING PARTIES:**

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
 Name of signatory  
 hereof warrants

\_\_\_\_\_  
 for and behalf of the **Department of Public Works** who  
 by signature authorization hereto

\_\_\_\_\_  
 Capacity of signatory

\_\_\_\_\_  
 as Witness

\_\_\_\_\_  
 Name of signatory

\_\_\_\_\_  
 for and behalf of the **Bidder** who by signature  
 hereof warrants authorization hereto

\_\_\_\_\_  
 Capacity of signatory

\_\_\_\_\_  
 as Witness



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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF CLEANING AND HYGIENE SERVICES

|                          |   |                         |            |
|--------------------------|---|-------------------------|------------|
| <b>Project title:</b>    | DEPARTMENT OF JUSTICE: PONGOLA (2,562sqm) – 36 MONTHS CLEANING AND HYGIENE SERVICES |                         |            |
| <b>Bid no:</b>           | DBN22/12/02   |                         |            |
| <b>Advertising date:</b> | 15/12/2022  | <b>Closing date:</b>    | 09/02/2023 |
| <b>Closing time:</b>     | 11h00   | <b>Validity period:</b> | 84 days    |

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

|     |                                     |   |
|-----|-------------------------------------|---|
| 1.  | <input checked="" type="checkbox"/> | Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.  |
| 2.  | <input checked="" type="checkbox"/> | Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.  |
| 3.  | <input checked="" type="checkbox"/> | Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.  |
| 4.  | <input checked="" type="checkbox"/> | Compliance to Local Production and Content requirements as per PA36 and Annexure C  |
| 5.  | <input checked="" type="checkbox"/> | Registration on National Treasury's Central Supplier Database (CSD)   |
| 6.  | <input checked="" type="checkbox"/> | Compliance with Pre-qualification criteria for Preferential Procurement   |
| 7.  | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited   |
| 8.  | <input checked="" type="checkbox"/> | Submission of PA-32: Invitation To Bid  |
| 9.  | <input checked="" type="checkbox"/> | Submission of BCCCI/NCCA certificate, valid as the time of closing (Subject to verification)  |
| 10. | <input checked="" type="checkbox"/> | Submission of original Sworn B-BBEE Affidavit signed by EME representative, attested by a Commissioner of Oaths-BBEE certificate issued by CIPC or SANAS approved B-BBEE certificate, valid as at the time of closing (Subject to verification) |
| 11. | <input checked="" type="checkbox"/> | Attendance of Compulsory Site Briefing Meeting.   |

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

|    |                                     |  |
|----|-------------------------------------|--|
| 1  | <input checked="" type="checkbox"/> | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .                 |
| 2  | <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| 3  | <input checked="" type="checkbox"/> | Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.  |
| 4  | <input type="checkbox"/>            | Submission of (PA-29): Certificate of Independent Bid Determination.   |
| 5  | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.  |
| 6  | <input checked="" type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).  |
| 7  | <input checked="" type="checkbox"/> | Submission of record of attending compulsory virtual bid clarification / site inspection meeting.  |
| 8  | <input checked="" type="checkbox"/> | Submission of :<br>•Letter of Good Standing (COIDA).   |
| 9  | <input type="checkbox"/>            |  |
| 10 | <input type="checkbox"/>            |  |

|    |                          |  |
|----|--------------------------|--|
| 11 | <input type="checkbox"/> |  |
| 12 | <input type="checkbox"/> |  |

**Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below**

|                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <p>A tenderer having stipulated minimum B-BBEE status level of contributor:</p> <p><input checked="" type="checkbox"/> Level 1<br/>or<br/><input type="checkbox"/> Level 2<br/>or<br/><input type="checkbox"/> Level 3</p>   |
| <input type="checkbox"/>            | An EME or QSE  |
| <input type="checkbox"/>            | <p>A tenderer subcontracting a minimum of 30% to:</p> <p><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people<br/> <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth<br/> <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women<br/> <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities<br/> <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships<br/> <input type="checkbox"/> A co-operative which is at least 51% owned by black people<br/> <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans<br/> <input type="checkbox"/> An EME or QSE;</p> |

This bid will be evaluated according to the preferential procurement model in the PPPFA:  
(Tick applicable preference point scoring system)

|  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> 80/20 Preference points scoring system | <input type="checkbox"/> 90/10 Preference points scoring system | <input type="checkbox"/> 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.

**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.

|  |    |
|--|----|
| Minimum functionality score to qualify for further evaluation: | 60 |
|--|----|

|                         |                   |
|-------------------------|-------------------|
| Functionality criteria: | Weighting factor: |
|-------------------------|-------------------|



|   |           |                   |
|---|-----------|-------------------|
| <b>Experience</b>   |           |                   |
| Bidders must attach appointment letter and a completion letter indicating the start and the end date (that clearly stating the value and showing or indicating that the project has been completed) with contactable reference as proof of prior experience pertaining to cleaning and hygiene services project successfully executed. Letter must be within the past five years. |           |                   |
| Project to the value between R 101,559.00 to R 203,122.00   | 10 Points | 50                |
| Project to the value between R 203,122.01 to R 304,681.00   | 20 Points |                   |
| Project to the value between R 304,681.01 to R 406,240.00   | 30 Points |                   |
| Project to the value between R 406,240.01 to R 507,799.00   | 40 Points |                   |
| Project to the value between R 507,799.01 or more   | 50 Points |                   |
| Bidders must attach Proof of business address as the following:<br>Lease agreement, Letter from the local councillor, induna, inkosi or a Municipality bill.  |           |                   |
| Service provider operating within 99km and above  | 02 Points | 10                |
| Service provider operating within 98.99km to 70.00km  | 04 Points |                   |
| Service provider operating within 69.99km to 50.00km  | 06 Points |                   |
| Service provider operating within 49.99km to 30.00km  | 08 Points |                   |
| Service provider operating within 29.99km or Less   | 10 Points |                   |
| Ownership: if more than one option appears a bidder will be allocated the maximum points:   |           |                   |
| Other Companies   | 05 Points | 15                |
| Co-operatives military veterans   | 10 Points |                   |
| People with disabilities and women  | 15 Points |                   |
| Submission of PA-14 Medical Certificate as proof of Disability  |           |                   |
| <b>Financial Rating</b>   |           |                   |
| Submission of certified copy of company bank statement not older than three months from the date of closing   |           | 25                |
| Mminimum figure of R 42,317.00 and above  | 25 Points |                   |
|   |           |                   |
|   |           |                   |
|   |           |                   |
| <b>Total</b>  |           | <b>100 Points</b> |

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points (90/10 system) | Number of Points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1                                  | 10                              | 20                              |



# Notice and Invitation to Bid: PA-04 (GS)

|                           |   |    |
|---------------------------|---|----|
| 2                         | 9 | 18 |
| 3                         | 6 | 14 |
| 4                         | 5 | 12 |
| 5                         | 4 | 8  |
| 6                         | 3 | 6  |
| 7                         | 2 | 4  |
| 8                         | 1 | 2  |
| Non-compliant contributor | 0 | 0  |

- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

## COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- ☒ Alternatively; Bid documents may be collected during working hours at the following address Dept. Of Public Works, Cnr. Dr. Pixley KaSeme (West) and Samora Machel (Aliwal) Streets, Durban.. A non-refundable bid deposit of R 100.00 is payable, (Cash only) is required on collection of the bid documents.
- ☒ A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at Pongola Magistrate Court on 26/01/2023 starting at 11h00. Venue Pongola Magistrate Court. *(if applicable)*

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

|                     |                         |               |                |
|---------------------|-------------------------|---------------|----------------|
| DPW Project Leader: | Sipho D. Masuku         | Telephone no: | 031 - 314 7312 |
| Cell no:            | 071 365 6408            | Fax no:       | 086 695 1857   |
| E-mail:             | sipho.masuku@dpw.gov.za |               |                |

## 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 –



Notice and Invitation to Bid: PA-04 (GS)

**BID DOCUMENTS MAY BE POSTED TO:**

THE DIRECTOR -GENERAL  
DEPARTMENT OF PUBLIC WORKS  
PRIVATE BAG X 54315  
DURBAN  
4000

ATTENTION:  
**PROCUREMENT SECTION: ROOM 05 BOX 16**


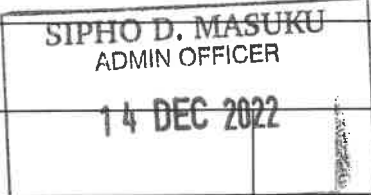
**POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING  
DATE AND TIME AT 11H00 BY THE DEPARTMENT**

OR

**DEPOSITED IN THE TENDER BOX AT:**

Cnr of Aliwal & West Street  
Dr Pixley KaSeme  
Dept of Public Works  
Room no.5

**COMPILED BY:**

|                        |   |          |  |  |
|------------------------|---|----------|--|--|
|                        |  |          |  |  |
| Name of Project Leader | Signature   | Capacity | Date   |  |



**ANNEXURE A TO PA-04 (GS)**  
**NOTICE AND INVITATION TO TENDER:**

|                       |   |
|-----------------------|---|
| <b>Project title:</b> | <b>JUSTICE: PONGOLA MAGISTRATE COURT (2,562sqm). PROVISIONING OF CLEANING AND HYGIENE SERVICE FOR PERIOD OF 36 MONTHS</b> |
| <b>Reference no:</b>  | <b>19/2/3/2/12/696</b>  |

|                          |                         |                         |                         |
|--------------------------|-------------------------|-------------------------|-------------------------|
| <b>Tender no:</b>        | <b>DBN22/12/02</b>      |                         |                         |
| <b>Advertising date:</b> | <b>15 December 2022</b> | <b>Closing date:</b>    | <b>09 February 2023</b> |
| <b>Closing time:</b>     | <b>11h00</b>            | <b>Validity period:</b> | <b>84 Days</b>          |

**BIDDERS TO TAKE NOTE OF THE FOLLOWING COMPULSORY  
CONDITION OF TENDER:**

- 1. Submission of Public Liability issued by an accredited Financial Institution.**
- 2. Proof of registration with Department of Labour for UIF.**

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Capacity**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

|                        |   |                        |             |
|------------------------|---|------------------------|-------------|
| <b>Project title:</b>  | DEPARTMENT OF JUSTICE OFFICES: PONGOLA: 36 MONTHS TERM CONTRACT FOR CLEANING AND HYGIENE SERVICES |                        |             |
| <b>Project Leader:</b> | Sipho D. Masuku   | <b>Bid / Quote no:</b> | DBN22/12/02 |

**1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:**

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

| <b>Bid Document Name:</b>  | <b>Number of Pages:</b> | <b>Returnable document:</b> |
|--|-------------------------|-----------------------------|
| DPW-04.2(GS): Contract Form: Rendering Of Services   | 02 Pages                | <input type="checkbox"/>    |
| PA-04(GS): Notice And Invitation To Bid  | 04 Pages                | <input type="checkbox"/>    |
| PA-09: List Of Returnable Documents  | 01 Pages                | <input type="checkbox"/>    |
| PA-10(FM): Conditions Of Contract  | 10 Pages                | <input type="checkbox"/>    |
| PA-11: Declaration Of Interest And Bidders Past Supply Chain Management Practices  | 04 Pages                | <input type="checkbox"/>    |
| PA-14: Medical Certificate For The Confirmation Of Permanent Disabled Status   | 01 Pages                | <input type="checkbox"/>    |
| PA-15.1: Resolution of Board Of Directors  | 02 Pages                | <input type="checkbox"/>    |
| PA-15.2: Resolution Of Board Of Directors To Enter Into Consortia Or Joint Venture   | 02 Pages                | <input type="checkbox"/>    |
| PA-15.3: Special Resolution Of Consortia Or Joint Venture  | 03 Pages                | <input type="checkbox"/>    |
| PA-16: Preference Certificate  | 05 Pages                | <input type="checkbox"/>    |
| Submission of completed and signed Site Inspection Certificate   | 01 Pages                | <input type="checkbox"/>    |
| Submission of signed Specification For Cleaning & Hygiene Services   | 22 Pages                | <input type="checkbox"/>    |
| Submission of certified copy of BCCCI / NCCA Certificate, valid as at the time of closing. Please note that the Department Of Public Works has a right to verify compliance with the Cleaning Bargaining Council and failure to comply with their terms and regulations may lead to termination of the contract. | 01 Pages                |                             |
| PA-32: Invitation To Bid   | 03 Pages                | <input type="checkbox"/>    |
| Submission of a fully completed PA-36: Declaration Certificate For Local Production And Content  | 04 Pages                | <input type="checkbox"/>    |
|  |                         | <input type="checkbox"/>    |
|  |                         | <input type="checkbox"/>    |
|  |                         | <input type="checkbox"/>    |

|                       |                  |             |
|-----------------------|------------------|-------------|
|                       |                  |             |
| <b>Name of Bidder</b> | <b>Signature</b> | <b>Date</b> |



## **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](http://www.treasury.gov.za)

## 4. Standards

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

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

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

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

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

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



## **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 |



## 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

---

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

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

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

|                         |  |                      |                        |
|-------------------------|--|----------------------|------------------------|
| <b>Project title:</b>   | <b>DEPARTMENT OF JUSTICES OFFICES: PONGOLA - 36 MONTHS TERM<br/>CONTRACT FOR CLEANING AND HYGIENE SERVICES</b> |                      |                        |
| <b>Tender / Bid no:</b> | <b>DBN22/12/02</b>   | <b>Reference no:</b> | <b>19/2/3/2/12/696</b> |

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

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

The nature of the disability is as follows:

|  |
|--|
|  |
|  |
|  |

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFICIAL STAMP OF  
MEDICAL PRACTITIONER

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

### RESOLVED that:

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

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

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

- \*Mr/Mrs/Ms: \_\_\_\_\_

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

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

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

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



|    |  |  |  |
|----|--|--|--|
| 17 |  |  |  |
| 18 |  |  |  |
| 19 |  |  |  |
| 20 |  |  |  |

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

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

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

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

### **RESOLVED that:**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

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

Fax number: \_\_\_\_\_

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

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

**Note:**

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

**ENTERPRISE STAMP**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

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

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

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

### RESOLVED that:

#### RESOLVED that:

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

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

*(Project description as per Bid /Tender Document)*

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Fax number: \_\_\_\_\_



### PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

**Note:**

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

## 2. DEFINITIONS

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

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

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

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

**80/20                      or                      90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{min}$  = Comparative price of lowest acceptable bid

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

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

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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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



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

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

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

## 8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

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

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

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

:

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

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

For Internal Use

Effective date 20 September 2021

Page 5 of 6  
Version: 1.4

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

**WITNESSES:**

1. ....

2. ....

.....

**SIGNATURE(S) OF BIDDER(S)**

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

.....

## **PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

### **1. General Conditions**

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

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**



## PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods                      Stipulated minimum threshold

Textile Clothing, Leather and Footwear Sector

100%

\_\_\_\_\_ %

\_\_\_\_\_ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

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

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".

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**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

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

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....  
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

|  |   |
|--|---|
| Bid price, excluding VAT (y)                                       | R |
| Imported content (x), as calculated in terms of SATS 1286:2011     | R |
| Stipulated minimum threshold for local content (paragraph 3 above) |   |

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".

Page 3 of 4





**PA36: Declaration Certificate for Local Production and Content for Designated Sectors.**

*(This form has been aligned with NT - SBD 6.2)*

|   |  |
|---|--|
| Local content %, as calculated in terms of SATS 1286:2011 |  |
|---|--|

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

## Local Content Declaration - Summary Schedule

**Note: VAT to be excluded from all calculations**

|      |    |     |
|------|----|-----|
| Pula | EU | GBP |
|------|----|-----|

| Specified local content %    |               |                                |                         |   |                |             |                            |   |                    |                                 |                        |
|------------------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|---|--------------------|---------------------------------|------------------------|
| Calculation of local content |               |                                |                         |   |                |             |                            | Tender summary  |                    |                                 |                        |
| Tender Item no's             | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty  | Total tender value | Total exempted imported content | Total Imported content |
| (C8)                         | (C9)          | (C10)                          | (C11)                   | (C12)   | (C13)          | (C14)       | (C15)                      | (C16)   | (C17)              | (C18)                           | (C19)                  |
|                              | Conti Suit    |                                |                         |   |                |             |                            |   |                    |                                 |                        |
|                              | Panel Dress   |                                |                         |   |                |             |                            |   |                    |                                 |                        |
|                              | Safety Shoes  |                                |                         |   |                |             |                            |   |                    |                                 |                        |
|                              | T-Shirts      |                                |                         |   |                |             |                            |   |                    |                                 |                        |
|                              |               |                                |                         |   |                |             |                            |   |                    |                                 |                        |
|                              |               |                                |                         |   |                |             |                            |   |                    |                                 |                        |
|                              |               |                                |                         |   |                |             |                            |   |                    |                                 |                        |
|                              |               |                                |                         |   |                |             |                            | (C20) Total tender value R                                |                    |                                 |                        |
|                              |               |                                |                         |   |                |             |                            | (C21) Total Exempt imported content R                     |                    |                                 |                        |
|                              |               |                                |                         |   |                |             |                            | (C22) Total Tender value net of exempt imported content R |                    |                                 |                        |
|                              |               |                                |                         |   |                |             |                            | (C23) Total Imported content R                            |                    |                                 |                        |
|                              |               |                                |                         |   |                |             |                            | (C24) Total local content R                               |                    |                                 |                        |
|                              |               |                                |                         |   |                |             |                            | (C25) Average local content % of tender                   |                    |                                 |                        |

Signature of tenderer from Annex B

Date:

**Signature of tenderer from Annex B**

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

## Annex D

### Imported Content Declaration - Supporting Schedule to Annex C

|      |                        |             |    |        |   |         |
|------|------------------------|-------------|----|--------|---|---------|
| (D1) | Tender No.             | DBN22/12/02 |    |        | <b>Note:</b> VAT to be excluded from all calculations |         |
| (D2) | Tender description:    |             |    |        |   |         |
| (D3) | Designated Products:   |             |    |        |   |         |
| (D4) | Tender Authority:      |             |    |        |   |         |
| (D5) | Tendering Entity name: |             |    |        |   |         |
| (D6) | Tender Exchange Rate:  | Pula        | EU | R 9,00 | GBP   | R 12,00 |

### A. Exempted imported content

| A. Exempted imported content      |                                 |                |                   | Calculation of imported content                  |                      |                        |                                |   |                            | Summary    |                         |
|-----------------------------------|---------------------------------|----------------|-------------------|--|----------------------|------------------------|--------------------------------|---|----------------------------|------------|-------------------------|
| Tender item no's                  | Description of imported content | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
| (D7)                              | (D8)                            | (D9)           | (D10)             | (D11)  | (D12)                | (D13)                  | (D14)                          | (D15)                                       | (D16)                      | (D17)      | (D18)                   |
|                                   |                                 |                |                   |  |                      |                        |                                |   |                            |            |                         |
|                                   |                                 |                |                   |  |                      |                        |                                |   |                            |            |                         |
|                                   |                                 |                |                   |  |                      |                        |                                |   |                            |            |                         |
| (D19) Total exempt imported value |                                 |                |                   |  |                      |                        |                                |   |                            |            | R 0                     |

|                                   |     |
|-----------------------------------|-----|
| (D19) Total exempt imported value | R 0 |
|-----------------------------------|-----|

**This total must correspond with  
Annex C - C 21**

### B. Imported directly by the Tenderer

[illegible]

|  |     |
|--|-----|
| (D32) Total Imported value by tenderer | R 0 |
|--|-----|

**C. Imported by a 3rd party and supplied to the Tenderer**

[illegible]

|   |     |
|---|-----|
| (D45) Total imported value by 3rd party | R 0 |
|---|-----|

#### D. Other foreign currency payments

| D. Other foreign currency payments |                                   |                      | Calculation of foreign currency payments |                         | Summary of payments     |
|------------------------------------|-----------------------------------|----------------------|--|-------------------------|-------------------------|
| Type of payment                    | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid              | Tender Rate of Exchange | Local value of payments |
| (D46)                              | (D47)                             | (D48)                | (D49)                                    | (D50)                   | (D51)                   |
|                                    |                                   |                      |  |                         |                         |
|                                    |                                   |                      |  |                         |                         |
|                                    |                                   |                      |  |                         |                         |
|                                    |                                   |                      |  |                         |                         |
|                                    |                                   |                      |  |                         |                         |

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

**Signature of tenderer from Annex B**

|  |     |
|--|-----|
| (D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above | R 0 |
|--|-----|

**This total must correspond with  
Annex C - C 23**

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

|      |                               |             |
|------|-------------------------------|-------------|
| (E1) | <b>Tender No.</b>             | DBN22/12/02 |
| (E2) | <b>Tender description:</b>    |             |
| (E3) | <b>Designated products:</b>   |             |
| (E4) | <b>Tender Authority:</b>      |             |
| (E5) | <b>Tendering Entity name:</b> |             |

| <b>Local Products<br/>(Goods, Services and Works)</b> | <b>Description of items purchased</b>                        | <b>Local suppliers</b> | <b>Value</b> |
|---|--|------------------------|--------------|
|   | <i>(E6)</i>  | <i>(E7)</i>            | <i>(E8)</i>  |
|   | Safety Shoes   |                        |              |
|   | Female Overalls  |                        |              |
|   | Conti Suits  |                        |              |
|   |  |                        |              |
|   |  |                        |              |
|   |  |                        |              |
|   |  |                        |              |
|   |  |                        |              |
|   |  |                        |              |
|   |  |                        |              |
|   |  |                        |              |
|   |  |                        |              |
|   | <b>(E9) Total local products (Goods, Services and Works)</b> | R                      |              |

R

RC

RC

**This total must correspond with Annex C - C24**

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



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

Name of Tenderer .....

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

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

| Name and Surname # | Identity/<br>Passport<br>number<br>and<br>Citizenship## | Percentage<br>owned | Black  | Indicate if<br>youth                                     | Indicate if<br>woman                                     | Indicate if<br>person with<br>disability                 | Indicate if<br>living in rural /<br>under<br>developed<br>area/township | Indicate if<br>military veteran                          |
|--------------------|---|---------------------|--|--|--|--|---|--|
| 1.                 |   | %                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2.                 |   | %                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.                 |   | %                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.                 |   | %                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.                 |   | %                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.                 |   | %                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.                 |   | %                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8.                 |   | %                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9.                 |   | %                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10.                |   | %                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 11.                |   | %                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 12.                |   | %                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No                | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

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

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



**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 OF PUBLIC WORKS  
REPUBLIC OF SOUTH AFRICA

## SITE INSPECTION MEETING CERTIFICATE

|                   |  |                      |                 |
|-------------------|--|----------------------|-----------------|
| Project Title     | DEPARTMENT OF JUSTICE OFFICES: PONGOLA - 36 MONTHS TERM CONTRACT FOR CLEANING & HYGIENE SERVICES |                      |                 |
| Tender no         | DBN22/12/02  | Reference Number     | 19/2/3/2/12/696 |
| Site Meeting Date | 26/01/2023   | Time : 11h00         |                 |
| Closing Date      | 09/02/2023   | Closing Time : 11h00 |                 |

This is to certify that I, .....

representing the company of

.....on the site visited

at.....on the date.....

I have made myself familiar with all local conditions likely to influence the work and 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 execution of this contract.

|                  |           |      |
|------------------|-----------|------|
|                  |           |      |
| Name of Tenderer | Signature | Date |

|                             |           |      |
|-----------------------------|-----------|------|
| Sipho D. Masuku             |           |      |
| Name of NDPW Representative | Signature | Date |



**public works**

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

**TENDER DBN**

**RETURNABLE DOCUMENTS**

**AND**

**TERMS OF REFERENCE**

**FOR THE**

---

**APPOINTMENT OF SERVICE PROVIDER**

**TO**

**RENDER CLEANING & HYGIENE SERVICES**

**FOR 36 MONTHS**

---

**AT PONGOLA MAGISTRATE COURT**

**DOJ - KZN**

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**APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF  
CONTRACT CLEANING & HYGIENE SERVICES AT THE DEPARTMENT OF  
JUSTICE OFFICES FOR A PERIOD OF 36 MONTHS**

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**DOJ – KZN: Pongola Magistrate Court: Ref. No: 19/2/3/2/12/696:**

Reference to the word “contractor” herein or in any other documentation shall be construed to have the same meaning as the word “supplier”.

## **1. INTRODUCTION**

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

## **2. DURATION OF CONTRACT**

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

Also note that certain equipment's are required to perform cleaning and gardening service on site, but this equipment you will vacate with it when the contract expires.

- 02 Vacuum Cleaners
- 02 Floor Polisher Machine
- 04 Wringer Buckets
- 08 Wet Sign Boards
- 04 Window Squeegees

## **3. SUBMISSION REQUIREMENTS**

- 3.1 Bidders must be registered with the Bargaining Council for the Contract Cleaning Services Industry (BCCI) in KZN. Contractors must comply with current cleaning rates of BCCCI when completing Bill of Quantity for employees' salaries. Failure to compliance with BCCCI rates, for employees' salaries will be disqualified.
- 3.2 Bidders must be in possession of a **central supplier database** which must be submitted with their bid documents.
- 3.3 Bidders must comply strictly with the Basic Conditions of Employment Act (BCEA), Act 75 of 1997, as amended and any applicable sectoral determination in regard to salaries and wages on contract cleaning services.

## **4. CONTRACTUAL ASPECTS**

- 4.1 The terms of this specification and all contracts emanating therefrom will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 4.2 Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- 4.3 The bid document, together with the specifications contained in this document, shall constitute part of the Contract.

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

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

## **5. WORK SCHEDULE**

5.1 The official working hours for this contract, will be from 06:00 to 15:30, Monday to Friday. Lunch break between 12:00 to 13:00 will be permitted.

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

## **6. MINIMUM REQUIREMENTS**

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

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

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

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

7.2 The site information is provided as per **Schedule C**.

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

## **8. EVALUATION METHODOLOGY**

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

| <b>Evaluation of Functionality</b> |   |               |
|------------------------------------|---|---------------|
|                                    | <b>Criteria</b>   | <b>Weight</b> |
| <b>1</b>                           | <b>Experience</b> <ul style="list-style-type: none"> <li>Bidders must attach Appointment Letter and a Completion letter, with contactable references, indicating the start and end date, the period and the value of the cleaning project, as prior experience pertaining to contract cleaning projects successfully executed. Letter must be within the past five (5) years.</li> </ul> <p>Projects to the value between R 101,559.00 to R 203,122.00      10 Points</p> <p>Projects to the value between R 203,122.01 to R 304,681.00      20 Points</p> <p>Projects to the value between R 304,681.01 to R 406,240.00      30 Points</p> <p>Projects to the value between R 406,240.01 to R 507,799.00      40 Points</p> <p>Projects to the value between R 507,799.01 and above      50 Points</p> | <b>50</b>     |
|                                    | <b>Locality</b> <p>Service Provider operating within 99km &amp; above      02 Points</p> <p>Service Provider operating within 98.99km and 70km      04 Points</p> <p>Service Provider operating within 69.99km and 50km      06 Points</p> <p>Service Provider operating within 49.99km and 30km      08 Points</p> <p>Service Provider operating within 29.99km radius      10 Points</p>  | <b>10</b>     |
| <b>3</b>                           | <b>Ownership:</b> <p>Other Companies      05 Points</p> <p>Co-Operatives / Military Veterans      15 Points</p> <p>Owned By People With Disabilities      25 Points</p>   | <b>15</b>     |
| <b>4</b>                           | <b>Financial Rating</b> <p>Submission of certified copy of company Bank Statement, not older than three months from date of closing.</p> <p>Minimum amount of R 42,317.00 and above      25 Points</p>  | <b>25</b>     |
|                                    | <b>Total</b>  | <b>100</b>    |
|                                    | <b>Minimum Threshold</b>  | <b>70</b>     |

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- 8.3 Bids that score **70%** or less of the points for functionality will be eliminated from further consideration.
- 8.4 Thereafter, only qualifying bids are evaluated in terms of the **80/20 preference** points system, where the **80 points** will be used for price and the **20 points** are awarded to the bidder for attaining B-BBEE status level contributor in accordance with the table depicted on the PA-01.

## 9. PRICING

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

## 10. SPECIFICATIONS & STANDARDS

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

## 11. ORDERS

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

## **12. PAYMENTS**

- 11.1 Payment will be made monthly on submission of an **Original Valid Invoice** for the services rendered.
- 11.2 **Original Valid Invoices and delivery notes** must be placed in a sealed envelope addressed to **The Department of Public Works** and deposited in the invoice boxes provided on the ground floor Public Works Building Coner Aliwal and West Street.
- 11.3 The original valid invoice must indicate / include the unique number for which month's payment is claimed, and must reflect the Order Number, contractor's banking details, full company name, SARS Income Tax Number, VAT Number (where vendor is registered) and signature of the contractor.
- 11.4 The original valid invoice must be submitted at the beginning of the first week of each month.
- 11.5 Payment shall be made by bank transfer into the successful bidder's bank account within 30 days after receipt of an acceptable, original and valid tax invoice.
- 11.6 The successful bidder shall be responsible for accounting to the appropriate authorities for its income tax, VAT, or other moneys required to be paid in terms of the applicable law.

## **13. DISCLAIMER**

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

## **14. ABSENCE OF OBLIGATION**

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

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

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

- 15.2 In case where the successful bidder fails to commence with the contracted work/service within seven (7) days of receiving an official notification the Department may cancel the contract.
- 15.3 The Department reserves the right to terminate the contract in the event of the contractor failing to comply with applicable statutory obligations.
- 15.4 The Department reserves the right to terminate the contract in the event of persistent and unresolved complaints regarding poor service delivery from the user Departments.
- 15.5 Notwithstanding any other provision contained herein the Department shall be entitled to terminate this contract in the event of at least three written notifications during the currency of this contract having been furnished to the contractor requiring the latter to remedy his / her default.
- 15.6 For purposes of this contract a "written notification" shall include a notification transmitted by e-mail or facsimile.

## 16. OTHER

Inquiries can be directed as follows:

**Bid Enquiries** : Tel:

**Specification Enquiries** : Sipho D. Masuku  
Tel: 031 – 314 7312

## SCHEDULE A

### CLEANING STANDARDS AND NORMS

| #  | REQUIREMENTS  | COMPLY |    |                              |
|----|---|--------|----|------------------------------|
|    |   | YES    | NO | IF "NO", INDICATE DEVIATIONS |
| 1. | <b>Cleaning Detergents</b> <ul style="list-style-type: none"> <li>Ammoniated liquid detergent cleaners shall comply with SABS 1225</li> <li>Acidic water bowl cleaner in powder or granule form shall comply with SABS 1256</li> <li>Liquid acidic cleaner for sanitary ware shall comply with SABS 1257</li> </ul>   |        |    |                              |
| 2. | <b>Disinfections</b> <ul style="list-style-type: none"> <li>Disinfectant liquids of the coal tar type shall comply with SABS 47</li> <li>Disinfectant containing stabilised chlorine shall comply with SABS 643</li> <li>Detergent disinfectants based on stabilised inorganic chlorine compound shall comply with SABS 1032</li> <li>Disinfectants used for automatic</li> </ul> |        |    |                              |

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|    |  |  |  |  |
|----|--|--|--|--|
|    | dispensers to toilets and urinals shall comply with CKS 459  |  |  |  |
| 3. | <b>Polish</b> <ul style="list-style-type: none"> <li>o The Bidder will be advised by DPW representative which furniture to be polished</li> </ul>  |  |  |  |
| 4. | <b>Finishers (Walls &amp; Floors)</b> <ul style="list-style-type: none"> <li>o Vinyl tiles, flooring shall be cleaned in accordance with SABS 1224</li> <li>o Floor sealer for vinyl flooring will comply with SABS 1042 applied in accordance with the manufacturer's instructions</li> <li>o Ceramic tiles must be cleaned with normal tile cleaner</li> <li>o Wipe and strip wooden wall finishes with approved detergent complying with SABS 525</li> <li>o Tile surfaces are to be cleaned with approved detergent complying with SABS 525</li> <li>o All cleaning and maintenance of floor shall be carried out in accordance with SABS Code 0170</li> <li>o Screed floor tiles to be cleaned with approved detergent complying with SABS 525</li> <li>o Laminated floor covering to be cleaned with approved detergent complying with SABS 525</li> </ul> |  |  |  |
| 5. | <b>Carpets</b> <ul style="list-style-type: none"> <li>o All carpets must be vacuumed, cleaned daily with industrial standard equipment</li> </ul>  |  |  |  |
| 6. | <b>Dusting, Wiping, Clean, etc.</b> <ul style="list-style-type: none"> <li>o Wipe all surfaces areas with a clean damp cloth</li> <li>o All ornaments, window sills needs to be dusted</li> <li>o Turnstiles to be cleaned and polished</li> <li>o Non-slip polish to be used on all surfaces</li> </ul>   |  |  |  |
| 7. | <b>Overall Requirements</b>  |  |  |  |
|    | o Provide adequate vacuum cleaners, brooms, mops, dusters, cloths, detergents and cleaning trolleys  |  |  |  |
|    | o Attached list of proposed equipment to be used   |  |  |  |
|    | o Attached Organogram indicating the proposed team for this contract   |  |  |  |
| 8. | <b>Personnel Requirement</b>   |  |  |  |
|    | o Conduct business in a courteous and professional manner  |  |  |  |
|    | o Ensure that all personnel working under this contract are in good health and pose no risk to any DPW employees   |  |  |  |

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|           |  |  |  |  |
|-----------|--|--|--|--|
|           | o Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and that can be clearly identified   |  |  |  |
|           | o Ensure that all personnel under this contract are adequately trained prior to the commencement of the contract   |  |  |  |
|           | o Ensure that replacement staff is available should the need arise   |  |  |  |
|           | o Ensure that DPW is informed of any removal and replacement of personnel  |  |  |  |
|           | o All personnel must be SA Citizens and DPW reserves the right to validate citizenship   |  |  |  |
| <b>9.</b> | <b>General Conditions</b>  |  |  |  |
|           | o Equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act and any Regulations promulgated in terms of this Act and the standard instructions of DPW   |  |  |  |
|           | o Provide all personnel working under this contract with adequate Personnel Protective Equipment (PPE) and clothing and to ensure these items are worn at all times  |  |  |  |
|           | o Comply with the relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc.  |  |  |  |
|           | o DPW will not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract  |  |  |  |
|           | o DPW will not accept responsibility for accounts / expenses incurred by the Service Provider that was not agreed upon by the contracting parties  |  |  |  |
|           | o All broken / damaged items such as toilet seats, taps, etc. must be reported to the Court Manager for urgent attention<br>o All cleaning equipment such as brooms, mops, cloths must be cleaned with an applicable disinfectant on a daily basis |  |  |  |

## SCHEDULE B

### SCOPE OF WORK

| DESCRIPTION  | FREQUENCY |
|--|-----------|
| <b>OFFICES, WAITING AREAS, BOARDROOMS, CUBICLES, COURT ROOMS, ETC.</b> |           |
| Furniture:   |           |

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|  |                      |
|--|----------------------|
| o Wipe work stations and filing cabinets                                 | Daily                |
| o Clean / dust chairs  | Weekly               |
| o Wipe and dust Boardroom tables   | Daily                |
| o Vacuum upholstered chairs  | Weekly               |
| Internal Glassed:  |                      |
| o Wipe glazed doors, including handles and frames                        | Daily                |
| o Wipe glazed windows, including frames                                  | Daily                |
| Carpet Floor Covering:   |                      |
| o Vacuum   | Daily                |
| o Spot clean marks   | Daily                |
| o Deep cleaning carpets  | Twice per Annum      |
| o Deep cleaning of high traffic areas                                    | As and when required |
| Wall Cleaning:   |                      |
| o Clean internal walls   | Adhoc                |
| o Passage walls  | Adhoc                |
| Floor Cleaning:  |                      |
| o Broom sweep and wash floor tiles                                       | Daily                |
| Telephones   |                      |
| o Dust and damp-wipe telephones, including cables, etc.                  | Weekly               |
| Curtains & Blinds:   |                      |
| o Wipe and dust blinds   | Weekly               |
| o Vacuum curtains  | Weekly               |
| Plants:  |                      |
| o Water plants   | Weekly               |
| o Clean artificial plants and plant containers                           | Weekly               |
| Wipe / clean light switches, door handles and air condition diffuses     | Weekly               |
| Dust / wipe / clean office automation (fax machines, photocopiers, etc.) | Weekly               |
| Dust / wipe / clean computers  | Daily                |
| <b>HALL AND TELLER'S COUNTERS</b>  |                      |
| Floor / wooden tiles:  |                      |

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|  |         |
|--|---------|
| ○ Broom sweep and wash tiles   | Daily   |
| ○ Machine scrub  | Monthly |
| ○ Strip tiles  | Monthly |
| Dust / wipe / clean office automation (fax machines, photocopiers, etc.)               | Weekly  |
| Dust / wipe / clean computers  | Daily   |
| Wipe / clean security glass at teller's counters                                       | Daily   |
| Wipe / clean security entrance cubicle glass, doors and handles                        | Daily   |
| Wipe down walls, doors, vending machines, public telephone booths and furniture        | Daily   |
| Wipe / clean light fittings, light switches, pictures and mirrors                      | Daily   |
| Dust / wipe / clean reception and security furniture                                   | Daily   |
| Dust / wipe / clean access control equipment (e.g. x-ray machines and metal detectors) | Daily   |
| Empty, clean and disinfect waste bins  | Daily   |
| Clean artificial plants and plant containers (if applicable)                           | Weekly  |
| Water plants (if applicable)   | Weekly  |
| Vacuum carpets (if applicable)   | Daily   |
| Dust / wipe blinds and vacuum curtains (if applicable)                                 | Weekly  |
| Wipe / clean directory boards  | Weekly  |
| <b>KITCHEN</b>   |         |
| Replenish hand towels  | Daily   |
| Floor / wooden tiles:  |         |
| ○ Broom sweep and wash tiles   | Daily   |
| ○ Machine scrub  | Monthly |
| ○ Strip tiles  | Monthly |
| Wipe / clean and disinfect appliances  | Daily   |
| Wipe down / clean and disinfect inside cupboard and doors                              | Daily   |
| Wipe / clean and disinfect kitchen zinc  | Daily   |
| Wipe / clean and disinfect kitchen utensils, cutlery and crockery                      | Daily   |
| <b>LIFTS</b>   |         |
| Broom sweep floor  | Daily   |
| Wipe all Mirrors   | Daily   |

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|  |              |
|--|--------------|
| Wash and clean floor   | Daily        |
| Damp-Wipe control panel and all vertical surfaces                                      | Daily        |
| <b>ENTRANCE HALL</b>   |              |
| Floor / wooden tiles:  |              |
| o Broom sweep and wash tiles   | Daily        |
| o Machine scrub  | Monthly      |
| o Strip tiles  | Monthly      |
| Wipe down walls, doors, vending machines, public telephone booths and furniture        | Daily        |
| Wipe / clean light fittings, light switches, pictures and mirrors                      | Daily        |
| Dust / wipe / clean reception furniture  | Daily        |
| Dust / wipe / clean access control equipment (e.g. x-ray machines and metal detectors) | Daily        |
| Empty, clean and disinfect waste bins  | Daily        |
| Clean artificial plants and plant containers (if applicable)                           | Weekly       |
| Water plants (if applicable)   | Weekly       |
| Vacuum carpets (if applicable)   | Daily        |
| Dust / wipe blinds and vacuum curtains (if applicable)                                 | Weekly       |
| <b>ABLUTION FACILITIES</b>   |              |
| o Clean and was all urinals, wash hand basins and water closets                        | Daily        |
| o Wipe all Mirrors   | Daily        |
| o Clean down and wipe all toilet doors   | Daily        |
| o Replenish soap dispensers  | Continuously |
| o Place toilet rolls in dispensers   | Continuously |
| o Refill automated air fresheners (if applicable)                                      | Daily        |
| o Replenish hand towels  | Continuously |
| o Empty SHE bins   | Weekly       |
| Floor Tiles:   |              |
| o Broom sweep and wash floor tiles   | Daily        |
| o Machine scrub  | Monthly      |
| o Strip tiles  | Monthly      |
| Wall tiles splash backs:   |              |

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|   |                      |
|---|----------------------|
| ○ Wash tiles  | Daily                |
| <b>COORIDORS / PASSAGES</b>   |                      |
| Floor Tiles:  |                      |
| ○ Broom sweep and wash floor tiles  | Daily                |
| ○ Machine scrub   | Monthly              |
| ○ Strip tiles   | Monthly              |
| ○ Polish floors   | Monthly              |
| Dust / wipe / clean furniture, walls, doors, handles, cupboard doors, vending machines, public telephone booths, counter tops | Daily                |
| Polish public benches   | Weekly               |
| Clean artificial plants and plant containers (if applicable)  | Weekly               |
| Water plants (if applicable)  | Weekly               |
| <b>STORE ROOM</b>   |                      |
| Broom sweep, wash floors and vacuum   | Daily                |
| <b>WASTE DISPOSAL</b>   |                      |
| Clean and empty all waste bins and receptacles  | Daily                |
| Wash all waste bins and receptacles   | Weekly               |
| <b>WINDOWS</b>  |                      |
| Dust / clean / wash window sills  | Daily                |
| Cleaning of windows (internal and external)   | Quarterly            |
| Cleaning inter-office windows   | Weekly               |
| Removal of all bird droppings on windows  | Weekly               |
| <b>CELLS AND HOLDING AREAS</b>  |                      |
| Broom sweep floors  | Daily                |
| Wash and disinfect walls and doors  | Weekly               |
| Empty, clean and disinfect waste bins   | Daily                |
| Deep cleaning holding areas and cells   | Monthly              |
| Deep cleaning of toilets  | Monthly              |
| Clean and disinfect toilet bowls and urinals  | Daily                |
| Remove graffiti marks   | As and when required |

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|   |               |
|---|---------------|
| Dust / clean metal bars   | Daily         |
| <b>DEEP CLEANING TOILETS</b>  |               |
| Cleaning toilets by spray   | Monthly       |
| <b>PEST CONTROL</b>   |               |
| Ants (Spray)  | Monthly       |
| Cockroaches (Spray)   | Monthly       |
| Rats (Pallets)  | Monthly       |
| <b>GROUND'S UPKEEP</b>  |               |
| Dispose of all litter   | Daily         |
| Broom sweep yard  | Weekly        |
| Hose wash hard standing   | Twice Monthly |
| <b>REFUSE AREA / ROOM</b>   |               |
| Broom sweep, clean, wash and disinfect refuse room / area                 | Weekly        |
| Ensure refuse bins is ready for pick up by Municipality / removal company | Weekly        |
| Clean, Wash and disinfect drains  | Daily         |
| Wipe down, clean and disinfect walls                                      | Weekly        |
| Wash and disinfect refuse bins  | Weekly        |
| <b>BASEMENT AREA (If applicable)</b>                                      |               |
| Broom sweep floors  | Weekly        |
| <b>FIRE ESCAPE STAIRS (If applicable)</b>                                 |               |
| Broom sweep floors  | Weekly        |
| <b>GENERAL (ALL AREAS)</b>  |               |
| Damp-wipe signage (of various sizes)                                      | Weekly        |
| Dust picture frames (of various sizes)                                    | Twice Weekly  |
| Spot clean finger marks from paintwork and light switches                 | Daily         |
| Vacuum blinds   | Monthly       |
| Wipe and clean finger, water, coffee marks, etc. on all surfaces          | Daily         |
| Clean hand rails  | Weekly        |
| Clean and polish all upright metal fittings                               | Weekly        |
| Wipe all internal doors   | Weekly        |

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|   |                      |
|---|----------------------|
| Wipe all metal and timber shelves                 | Monthly              |
| Dust light fittings                               | Twice Monthly        |
| Wash / clean external entrance façade and pillars | Monthly              |
| Wipe / clean external notice boards               | Weekly               |
| Remove graffiti marks                             | As and when required |

### **SITE INFORMATION: SCHEDULE C**

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

#### **PMB MASTER COURT**

|  |                 |
|--|-----------------|
| <b>Number of Floors</b>                                | <b>01</b>       |
| <b>Number of Ablution Facilities</b>                   | <b>2 Blocks</b> |
| <b>Number of Toilets – Male Public</b>                 | <b>02</b>       |
| <b>Number of Toilets – Female Public</b>               | <b>03</b>       |
| <b>Number of Toilets – Female staff</b>                | <b>03</b>       |
| <b>Number of Toilets – Male staff</b>                  | <b>02</b>       |
| <b>Number of Kitchens</b>                              | <b>02</b>       |
| <b>Number of Offices</b>                               | <b>35</b>       |
| <b>Number of Storerooms</b>                            | <b>02</b>       |
| <b>Conference room</b>                                 | <b>01</b>       |
| <b>Filling room</b>                                    | <b>01</b>       |
| <b>Approximate total number of visitors per day</b>    | <b>125</b>      |
| <b>Approximate total number of permanent officials</b> | <b>70</b>       |
| <b>Buildings</b>                                       | <b>2,562sqm</b> |

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## SCHEDULE D (PART 1)

### PRICING SCHEDULE

#### PONGOLA MAGISTRATE COURT

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

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

**1.1 This below rates include the following:** Actual Monthly Wages, Annual Bonus, Provident Fund, UIF, BCCCI Levies, Uniforms, Family Responsibility Leave, NCCA, COIDA, & Annual Leave. Therefore your rate must include the above - mentioned, failure to do so will result for being disqualified and not compliant.

### SCHEDULE D (PART 2) PRICING SCHEDULE

#### 10 MONTHS

| POSITION  | BCCCI RATES<br>(refer on 1.1 above) | QTY | SALARY | SALARIES FOR<br>WORKERS IN A<br>MONTH |
|---|-------------------------------------|-----|--------|---------------------------------------|
| Cleaners:<br>(01.05.2023 – 28.02.2024)                  | R                                   | 04  | R      | R                                     |
| Total Salaries and Allowances for 04 Cleaners Per Month |                                     |     |        | R                                     |
| Total Salaries: 10 Months                               |                                     |     |        | R                                     |

#### TWELVE MONTHS

| POSITION  | BCCCI RATES<br>(refer on 1.1 above) | QTY | SALARY | SALARIES FOR<br>WORKERS IN A<br>MONTH |
|---|-------------------------------------|-----|--------|---------------------------------------|
| Cleaners:<br>(01.03.2024 – 28.02.2025)                  | R                                   | 04  | R      | R                                     |
| Total Salaries and Allowances for 04 Cleaners Per Month |                                     |     |        | R                                     |
| Total Salaries: 12 Months                               |                                     |     |        | R                                     |

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**TWELVE MONTHS**

| POSITION   | BCCCI RATES<br>(refer on 1.1 above) | QTY | SALARY | SALARIES FOR<br>WORKERS IN A<br>MONTH |
|--|-------------------------------------|-----|--------|---------------------------------------|
| Cleaners:<br>(01.03.2025 – 28.02.2026)                         | R                                   | 04  | R      | R                                     |
| Total Salaries and Allowances for <b>04</b> Cleaners Per Month |                                     |     |        | R                                     |
| <b>Total Salaries Over 12 Months</b>                           |                                     |     |        | <b>R</b>                              |

**TWO MONTHS**

| POSITION   | BCCCI RATES<br>(refer on 1.1 above) | QTY | SALARY | SALARIES FOR<br>WORKERS IN A<br>MONTH |
|--|-------------------------------------|-----|--------|---------------------------------------|
| Cleaners:<br>(01.03.2026 – 30.04.2026)                         | R                                   | 04  | R      | R                                     |
| Total Salaries and Allowances for <b>04</b> Cleaners Per Month |                                     |     |        | R                                     |
| <b>Total Salaries: 02 Months</b>                               |                                     |     |        | <b>R</b>                              |

**2. CLEANING MATERIAL**

| <b>2.1 Cleaning Materials:</b><br><b>36 MONTHS</b> | QTY | COSTS PER<br>ITEM | TOTAL AMOUNT |
|--|-----|-------------------|--------------|
| ➤ Floor Polish 5Lt                                 | 04  |                   |              |
| ➤ Sunlight Liquid Soap 25Lt                        | 01  |                   |              |
| ➤ Black Refuse Bags (Pkt. of 20)                   | 04  |                   |              |
| ➤ Pink Hand Soap 25Lt                              | 01  |                   |              |
| ➤ Germitol (Pine Disinfectant) 25Lt                | 01  |                   |              |
| ➤ Handy Andy 25Lt                                  | 01  |                   |              |
| ➤ Floor Stripper 25Lt                              | 01  |                   |              |
| ➤ Jeyes Fluid 25Lt                                 | 01  |                   |              |
| ➤ Toilet Paper 48 (500 Sheets)                     | 10  |                   |              |

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|   |            |                       |                     |
|---|------------|-----------------------|---------------------|
| ➤ Hand Paper Towels (Box of 2000)                       | 02         |                       |                     |
| ➤ Deo Blocks 5Kg  | 01         |                       |                     |
| ➤ Mr. Min/Pledge  | 12         |                       |                     |
| ➤ Pine Gel 5Lt  | 02         |                       |                     |
| ➤ Steel Wool 500g                                       | 01         |                       |                     |
| ➤ Cobra Floor Polish 875ml                              | 02         |                       |                     |
| ➤ Bleach 5Lt  | 01         |                       |                     |
| ➤ Red Floor Polish (Wax) 875ml                          | 01         |                       |                     |
| <b>Total Cost for Cleaning Materials: Per Month</b>     |            |                       | R                   |
|   |            |                       |                     |
| <b>Total Costs for Cleaning Material Over 36 Months</b> |            | R                     | R                   |
| <b>2.4 Quarterly Consumables (Every 3 Months)</b>       | <b>QTY</b> |                       | <b>TOTAL AMOUNT</b> |
| ➤ Dishwashing Sponges Pkt. Of 3                         | 02         | R                     | R                   |
| ➤ Window Cleaner 5Lt                                    | 01         | R                     | R                   |
| ➤ Yellow Dusters Pkt. Of 10                             | 01         | R                     | R                   |
| ➤ Latex Gloves (Box of 100)                             | 01         | R                     | R                   |
| ➤ Washable Face Masks                                   | 05         | R                     | R                   |
| ➤ Platform Soft Broom                                   | 05         | R                     | R                   |
| ➤ Long Handle Dust Pan                                  | 05         | R                     | R                   |
| ➤ Mutton Cloth Roll                                     | 01         | R                     | R                   |
| ➤ Feather Dusters (Short)                               | 05         | R                     | R                   |
| ➤ Feather Dusters (Long)                                | 05         | R                     | R                   |
| <b>Total Cost Per Quarter (Every 3 Months)</b>          |            |                       | R                   |
| <b>Consumables: 36 Months</b>                           |            |                       | R                   |
| <b>2.5 Hygiene Services</b>                             | <b>QTY</b> | <b>COSTS PER ITEM</b> | <b>TOTAL AMOUNT</b> |

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|   |    |   |   |
|---|----|---|---|
| ➤ Sanitary Bins (Supply & Service Weekly)         | 07 | R | R |
| ➤ Air Fresheners With Batteries & Timer           | 07 | R | R |
| ➤ Pee Mats  | 05 | R | R |
| <b>Total Cost for Hygiene Services: Per Month</b> |    |   | R |
| <b>Total Cost for Hygiene Services: 36 Months</b> |    |   | R |

### 3. ONCE OFF INSTALLATIONS

| DESCRIPTION                        | QUANTITY | COST PER ITEM | TOTAL COST |
|------------------------------------|----------|---------------|------------|
| Soap Dispensers                    | 11       | R             | R          |
| Wall Mounted Paper Towel Dispenser | 10       | R             | R          |
| Mounted Air Freshener Dispensers   | 11       | R             | R          |
| Auto Urinal & Toilet Sanitizers    | 13       | R             | R          |
| Toilet Paper Holders               | 15       | R             | R          |
| <b>Total Costs</b>                 |          |               | R          |

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## FINAL SUMMARY PAGE

- NB:** 1. THE TOTAL BID PRICE FOR THIS SERVICE MUST INCLUDE ALL LABOUR AND MATERIAL REQUIRED FOR THE PROPER EXECUTION OF THE WORK AND SHALL BE CARRIED OVER TO THE BID FORM WHICH MUST BE RETURNED TOGETHER WITH THIS DOCUMENT
2. THE VALIDITY PERIOD IS 60 CALENDER DAYS FROM THE CLOSING HOUR AND DATE OF THE

| BUILDING: PONGOLA MAGISTRATE COURT                        | PAGE NO. | AMOUNT |
|---|----------|--------|
| Total Cleaning Materials: 36 Months                       |          | R      |
| Quarterly Consumables Costs: 36 Months (Every 3 Months)   |          | R      |
| Hygiene Services Costs: 36 Months                         |          | R      |
| Once Off Installations                                    |          | R      |
| Overheads: 36 Months                                      |          | R      |
| <b>Sub Total</b>  |          | R      |
| Vat @ 15%   |          | R      |
| Profit  |          | R      |
| <b>Subtotal</b>   |          | R      |
| Safety File   |          | R      |
| Labour Costs: 36 Months                                   |          | R      |
| <b>GRAND TOTAL:</b><br><b>To be Transferred to PA- 32</b> |          | R      |

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## SCHEDULE E

### CHECKLIST FOR COMPILING BID PRICE

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

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

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

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

| CHECKLIST FOR COMPILING BID PRICE   |
|---|
| <p><b>Labour Costs:</b></p> <ul style="list-style-type: none"><li>○ Salary (One staff member per 850m<sup>2</sup> is considered average)</li><li>○ UIF Pension / Provident Fund</li><li>○ Supervisor</li><li>○ Replacement for staff: Leave, sick leave, etc.)</li></ul> <p><b>Uniforms for Staff:</b></p> <ul style="list-style-type: none"><li>○ ID Cards</li><li>○ Shoes</li><li>○ Overall –Dress (Ladies) and / or Suit (Men)</li></ul>   |
| <p><b>Material (Chemicals / Consumables)</b></p> <p><u>Do not forget to make allowances for:</u></p> <p>Hand soap / liquid soap for soap dispensers; brasso; Handy Andy (or equal); deo block 100 gram round blocks; furniture polish – Mr Min (or equal); disinfectant pine / germitol/calpine; jeyes fluid, liquid bleach; liquid window cleaning detergent; graffiti remover; cement cleaner; mutton cloth; heavy duty black bags; red pads for polisher; black pads for polisher; floor sealer; floor stripper; penlight AA batteries, etc.</p> |
| <p><b>Equipment and Machinery:</b></p> <p><u>Do not forget to make allowances for:</u></p> <p>Polisher; scrubbing machine; extension leads; industrial vacuum cleaners; polish applicator; caution signboards (e.g. "floor wet", "slippery"); dust pan; medium platform broom (soft / hard); household broom; rubber hand gloves; mop; bucket; toilet brush; trolley, yellow dusters; all-purpose scrubbing brush steel wool</p> <p><b>NB:</b> Has allowance been made for equipment / machinery at each site?</p>                                  |

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**Toilet Paper and hand Towels:**

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

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

**Window Cleaning:**

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

**SCHEDULE F****CLEANING MATERIALS LIST AND PRODUCT DATA SHEET**

| ITEM   | PRODUCT NAME | CODE | SABS APPROVED (Y/N) | SUPPLIER NAME |
|--|--------------|------|---------------------|---------------|
| <b>Chemical Useable:</b> /                                 |              |      |                     |               |
| Floor liquid cleaner                                       |              |      |                     |               |
| Hand Soap / liquid for dispensers                          |              |      |                     |               |
| Brasso   |              |      |                     |               |
| Handy Andy or of equal quality                             |              |      |                     |               |
| Deo blocks or of equal quality                             |              |      |                     |               |
| Furniture polish – Mr Min or of equal quality              |              |      |                     |               |
| Disinfectant pine / germitol / calpine or of equal quality |              |      |                     |               |
| Jeyes fluid or of equal quality                            |              |      |                     |               |
| Liquid bleach  |              |      |                     |               |
| Liquid window cleaning detergent                           |              |      |                     |               |
| Graffiti remover   |              |      |                     |               |

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|   |  |  |  |  |
|---|--|--|--|--|
| Cement cleane   |  |  |  |  |
| Liquid soap   |  |  |  |  |
| Mutton Cloth  |  |  |  |  |
| Heavy duty black bags   |  |  |  |  |
| Red pads for polisher   |  |  |  |  |
| Black pads for polisher   |  |  |  |  |
| Floor sealer  |  |  |  |  |
| Floor stripper  |  |  |  |  |
| Drain / trap cleaner  |  |  |  |  |
| Sanitiser/disinfectant for gullies/gutters/channels   |  |  |  |  |
| General surface disinfectant/ cleaner   |  |  |  |  |
| <b>Toilet Paper:</b>  |  |  |  |  |
| Toilet paper (single ply, white only, 1 <sup>st</sup> grade – 500 sheet, code 174) – minimum requirement to be supplied |  |  |  |  |
| <b>Paper hand Towel:</b>  |  |  |  |  |
| Paper Hand Towels (Kimdri)  |  |  |  |  |

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public works

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

## **PONGOLA MAGISTRATE COURT**

**PROJECT NAME: 36 MONTHS CLEANING & HYGIENE  
SERVICES**

### **Health and Safety Specification**

# **OCCUPATIONAL HEALTH**

## **AND**

# **SAFETY ACT**

## **AND**

# **REGULATIONS**

## **PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

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## **1. INTRODUCTION AND BACKGROUND**

### **1.1 Background to the Pre-Construction Health and Safety Specification**

- 1) The Construction Regulations of February 2014 in terms of Regulation 5(1) (b) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.
- 2) This document serves to address all the abovementioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.
- 3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 5(1)(h) of the Construction Regulations of February 2014 and to determine his/her suitability to perform such work in a safe and healthy manner.
- 4) When submitting his/her tender the Contractor must supply the Client with the following:
  - A detailed Site Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Clients premises or on premises under his/her control, which must be based on the contents of this document as is required by Regulation 7(1)(a) of the Construction Regulations of February 2014.
  - A Cost breakdown of funds being allocated to make adequate provisions for Safety, Health and Environmental requirements as is required by Regulation 5 (1)(g) of the Construction Regulations of February 2014.
- 5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolver of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.
- 6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.



## **1.2 Purpose of the Pre-Construction Health and Safety Specification**

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the now promulgated Construction Regulations of February 2014 in order to reduce incidents and injuries.

The Pre-Construction Safety, Health and Environmental Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the Health and Safety of all persons potentially at risk and the potential risk to the environment may receive the same priority as other facets of the project such as Scope, Time, Cost and Quality.

## **1.3 Implementation of the Pre-Construction Health and Safety Specification**

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up his/her project-specific Construction Phase Health and Safety Plan as indicated above. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare Health and Safety Plans relating to their operations.

## **2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

### **2.1 SCOPE**

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

### **2.2 Contractual Issues**

- 1) Due to fact that this document is based on legislative requirements the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- 2) The Client or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.
- 3) The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.
- 4) The Client will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

## **2.3      Safety, Health and Environmental Standards and Procedures**

- 1) The Contractor will ensure that all work performed by him/her is executed in accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.
- 2) Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.
- 3) Where procedures have been specified by this Client in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Client or it's duly appointed representative.

## **2.4      Interpretations**

### **2.4.1      APPLICATION**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

### **2.4.2      DEFINITIONS**

- 1) The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations of February 2014 shall apply unless otherwise stipulated.
- 2) Any reference to "The Contractor" includes – the Principal and Sub - Contractor unless otherwise stipulated.

## **2.5      Minimum Administrative Requirements**

### **2.5.1      Notification of Intention to Commence Construction Work**

- 1) The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences if required in the format of Annexure 2. A copy of this notification must be forwarded to the Client prior to the commencement of Construction work.
- 2) Copies of such notification can be obtained from any Department of Labour Office.

### **2.5.2      Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.**

- 1) The Contractor shall submit in the format of Annexure B, proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.
- 2) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Safety, Health and Environmental Standards would not be negatively affected.

- 3) Should the Client or its representative deem such practice as having a negative affect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.
- 4) ***It is a specific requirement for this project that a competent Health and Safety Officer be appointed for the project on a full time basis for the duration of the Project.***

#### **2.5.3 Competency of Contractor's Appointed Competent Persons**

- 1) Contractors' competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations of February 2014 and the Occupational Health and Safety Act, Act 85 of 1993.
- 2) The Client reserves the right to require levels of Competency, which exceeds the requirements as stipulated by the Act and or Construction Regulations.
- 3) In the event of the Client requiring additional levels of Competency, alternative arrangements will have to be made.

#### **2.5.4 Compensation of Occupational Injuries and Diseases Act, Act 130 of 1993 (COID ACT)**

- 1) The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the Clients premises or premises under the Clients control.
- 2) The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.
- 3) The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor
- 4) The Contractor must also ensure that he has additional insurance cover that will adequately make provisions for any losses and/or his employee's acts and/or omissions whilst working on the Clients premises or on premises under the client's control.

#### **2.5.5 Occupational Health and Safety Policy**

- 1) The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer.
- 2) The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.
- 3) A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

### **2.5.6 Health and Safety Organogram**

- 1) The Contractor shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons.
- 2) In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.
- 3) The organogram shall be updated when there are any changes in the Site Management Structure.

### **2.5.7 Preliminary Hazard Identification and Risk Analysis and Progress Hazard Identification and Risk Analysis**

- 1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.
- 2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:
  - a) A list of hazards identified as well as potentially hazardous tasks;
  - b) A documented risk assessment based on the list of hazards and tasks;
  - c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
  - d) A monitoring and review procedure of the risks assessment as the risks change.
- 3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.
- 4) The Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).
- 5) Should the Client or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work.

### **2.5.8 Health and Safety Representative(s)**

- 1) The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.
- 2) The appointments must be in writing and the Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

### **2.5.9 Health and Safety Committees**

The Principal Contractor shall ensure that project Health, Safety and Environmental meetings are held monthly or as deemed necessary by the project requirements.

- 1) Minutes must be kept on record and filled in the Site Health and Safety File.
- 2) Meetings must be organized and chaired by the Principal Contractors' Responsible Person.

### **2.5.10 Health and Safety Training**

#### **2.5.10.1 Induction**

- 1) The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. **A suitable venue must be supplied to provide this training.**
- 2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of an emergency, restricted areas and so on.

#### **2.5.10.2 Awareness**

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety File. All Contractors have to comply with these minimum requirements.

#### **2.5.10.3 Competency**

- 1) All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.
- 2) The abovementioned competency requirements will be assessed on a regular basis by the Client, by means of Audits, Progress Meetings, and any other means deemed fit by the Client.

- 3) The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.
- 4) The Client reserves the right to require competencies which may exceed the Contractors standards in which case alternative arrangements will have to be made to meet the Clients requirements.

#### **2.5.11 General Record Keeping**

- 1) The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of February 2014.
- 2) The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.
- 3) The Principal Contractor must ensure that every Contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

#### **2.5.12 Health and Safety Audits, Monitoring and Reporting**

- 1) The Client shall conduct monthly Health and Safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.
- 2) The Principal contractor is obligated to conduct similar audits on all Contractors appointed by him/her.
- 3) Detailed reports of the audit findings and resultant corrective measures shall be reported on at all levels of project management meetings/forums.
- 4) Copies of the Clients audit reports will be forwarded to the Contractor and must be kept in the Site Health and Safety File.
- 5) The Principal Contractor must audit the activities and administration of all appointed Sub-Contractors, forward a copy to the Client or its representative within seven days of completion of the audit and file a copy on the Site Safety File.

#### **2.5.13 Emergency Procedures/Plans**

- 1) The Principal Contractor shall submit a detailed Emergency Procedure/Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s including the following key elements:
  - List of key competent personnel;
  - Details of emergency services;
  - Actions or steps to be taken in the event of the specific types of emergencies;
  - Information on hazardous material/situations.



- 2) Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major incidents/accidents major and minor and any other anticipated emergencies.
- 3) The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be available to site personnel.
- 4) Emergency procedures/Plans must be developed by a competent person such as a Safety, Health and Environmental Officer or in the absence of a Safety, Health and Environmental Officer by the Construction Work Supervisor.
- 5) Emergency Procedures/Plans must form part of the Agenda of monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

#### **2.5.14 First Aid Boxes and First Aid Equipment**

- 1) All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.
- 2) The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.
- 3) Valid certificates to be kept on site in the Site Safety File.
- 4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.
- 5) All Contractors with more than 5 employees shall supply their own first aid box
- 6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly

#### **2.5.15 Accident / Incident Reporting and Investigation**

- 1) Injuries are to be categorized into the following categories:
  - 1) first aid;
  - 2) medical;
  - 3) disabling; and
  - 4) fatal injuries.
- 2) All Contractors have to report on the 4 categories of injuries to the Principal Contractor as soon as is reasonably practicable.

- 3) The Principal Contractor must stipulate in his/her construction phase Health and Safety plan how he/she will handle each of these categories.
- 4) When reporting injuries to the Client, these categories shall be used.
- 5) All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.
- 6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.
- 7) All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the Department of Labour.
- 8) Copies of Section 24 reports, including WCL 1 & 2 forms must be forwarded to the Client immediately after completion.

#### **2.5.16 Hazards and Potential Situations**

- 1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
- 2) Should a hazardous situation require work stoppages the work must be stopped and corrective steps taken such as Written Safe Work Procedures and issuing of Personal Protective Equipment.

#### **2.5.17 Personal Protective Equipment (PPE) and Clothing**

- 1) The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.
- 2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.
- 3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:
  - Lost or stolen;
  - Worn out or damaged.
- 4) The above procedure applies to Contractors and their Sub-Contractors.
- 5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.
- 6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.
- 7) Records of all PPE issued to staff must be kept on site in the Site Safety File.
- 8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.

- 9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.
- 11) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.
- 12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.
- 13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.
- 14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.
- 15) Ear protection must be worn in designated noise zone (in excess of 85dB)
- 16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.
- 17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.
- 18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

#### **2.5.18 Occupational Health and Safety OHS Signage**

- 1) The Contractor shall provide adequate on-site OHS signage including but not limited to: "no unauthorized entry", "report to site office", "site office", "beware of overhead work", "hard hat area".
- 2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.
- 3) In the event where work is being performed on a premises displaying signage such as no-parking, speed limits and so on, the Contractor will abide by the requirements of such signage except if otherwise instructed.

### **2.5.19 Permits**

- 1) The Contractor shall draft and implement where required permits which may include the following:
  - Use of Explosives and Blasting;
  - Work for which a fall prevention plan is required;
  - Use of cradles, and
  - Electrical work
  - Hot works
- 2) The Contractor will ensure that where permits are required that it is used and adhered to.

## **2.6 Physical Requirements**

### **2.6.1 Demolition Work**

- 1) Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client.
- 2) Such Safe Work Procedures' must where possible be submitted with the Site SHE Plan
- 3) Acceptance will then be issued to the Principal Contractor to proceed with the demolition work.
- 4) The Principal Contractor shall ensure that demolition work complies with the Construction Regulations of February 2014.
- 5) In the event where a structure identified for demolition includes substances such as lead or asbestos it must be performed within the requirements of the applicable legislative.

### **2.6.2 Excavations, Shoring, Dewatering or Drainage**

- 1) All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations of July 2003.
- 2) Adequate Shoring and Bracing must be provided where required to ensure that the health and safety of the employees working in such excavations are not put at risk.
- 3) Adequate provisions must be made to ensure that water is drained from excavations which may enter such excavations as a result of seepage or rain.
- 4) All excavation made by the Contractor must be clearly demarcated and protected to prevent accidental access.
- 5) Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.
- 6) In addition to the abovementioned the requirements of Regulation 11 of the Construction Regulations of July 2003 must be adhered to.

### **2.6.3 Edge Protection**

- 1) All open edges posing the risk of resulting in injuries or damage to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.
- 2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

### **2.6.4 Explosives and Blasting**

- 1) All explosives must be transported or stored according to the requirements of SANS 0228.
- 2) Written approval must be obtained from the Chief Inspector Occupational, Health and Safety prior to any blasting activities taking place.
- 3) A copy of such permission from the Chief Inspector Occupational, Health and Safety must be supplied to the client prior to Blasting.
- 4) Prior to blasting a siren must be sounded, warning flags posted and guards placed at strategic locations points to prevent accidental entry to the blasting area.

### **2.6.5 Stacking of Materials**

- 1) Stacking and storage of materials must be performed under the Supervision of a Competent Person whom has been appointed in writing as required by Annexure B.
- 2) Storage areas must be designated, kept neat and under control. In addition to the abovementioned the requirements of General Safety Regulations as promulgated by Government Notice No R1031 dated 30 May 1986 as amended must be complied with.
- 3) In the event that unauthorized persons may enter an area where materials are stacked such area must be barricaded off to prevent access to such area.

### **2.6.6 Speed Restrictions and Protections**

- 1) Unless otherwise stipulated the speed limit on site to be adhered to is 10 Km/h.
- 2) Vehicle movement routes on site must be clearly indicated where applicable.
- 3) Signage to ensure the safe movement of vehicles on site as well as to ensure the health and safety of all employees and visitors on site must be displayed in strategic locations.

### **2.6.7 Hazardous Chemical Substances (HCS)**

- 1) All employees required to use Hazardous Chemical Substances or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regard to the requirements of the Hazardous Chemical Substances Regulations as amended in Government Gazette No 25130 of June 2003, the potential sources of exposure and the potential risks to their health caused by exposure.
- 2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

### **2.6.8 Asbestos**

- 1) Asbestos work may only be performed subject to prior notification of the Provincial Director, Occupational Health and Safety, Department of Labour, in writing.
- 2) Proof of such notification must be supplied to the Client prior to work proceeding.
- 3) All asbestos work shall be carried out as per the Asbestos Regulations by an approved Asbestos Contractor.
- 4) All employees must be informed and receive training on aspects such as the contents and scope of the Asbestos Regulations as published in Government Gazette 23108 of February 2002, the potential risks of exposure to asbestos, precautionary measures employees have to take and all other requirements deemed necessary to provide a safe and healthy environment for all employees as specified by the Asbestos Regulations as indicated above.
- 5) All asbestos will be removed from site by an approved asbestos contractor to an approved asbestos dump site.

## **2.7 Plant and Machinery**

### **2.7.1 Construction Plant**

- 1) All Construction Plant must comply with and be used in conjunction with the requirements of Section 23 of the Construction Regulations and in specific that all records of inspections rendering such plant safe must be kept on site.
- 2) Operators will be competent and trained and copies of training certificates shall be placed on the health and safety file on site.
- 3) Operators shall be in possession of medical certificate declaring that they are physically and psychologically fit to operate such construction vehicle and plant and copy of medical certificate shall be on the file.
- 4) Original operating and medical certificates shall be kept by the operators and shall be on site in-possession of the operators at all times.



### **2.7.2 Vessels under Pressure (VUP) (SAQCC compliant)**

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspecting equipment regularly and keeping records of inspections;
- Providing appropriate fire fighting equipment.

### **2.7.3 Fire Extinguishers and Fire Fighting Equipment (SAQCC compliant)**

- 1) The Principal Contractor and Sub Contractors shall provide or ensure adequate provision of regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- 2) The appropriate notices and signs must be posted up as required.
- 3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

### **2.7.4 Hired Plant and Machinery**

- 1) The Contractor shall ensure that any hired plant and machinery used on site is safe for use.
- 2) The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of February 2014 shall apply.
- 3) The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

### **2.7.5 Scaffolding / Working at Heights**

- 1) Working at heights includes any work that takes place in an elevated position in excess of 2m.
- 2) The Contractor must submit a risk-specific fall prevention plan and include a rescue plan in accordance with the Construction Regulations of February 2014 before this work is undertaken.
- 3) The fall prevention plan must be approved by the Client before work may commence.

### **2.7.6 Formwork and Support Work for Structures**

- 1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of February 2014 are adhered to.
- 2) These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all Formwork and Support Work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the Formwork and Support Work has been removed.
- 3) Records of all inspections must be kept in a register on site.

### **2.7.7 Lifting Machines and Tackle**

- 1) The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20).
- 2) There must be a competent appointed lifting Machinery and Tackle Inspector on site who must inspect the equipment daily or before use, taking into account that:
  - All lifting machinery and tackle has a safe working load clearly indicated;
  - Regular inspection and servicing is carried out;
  - Records are kept of inspections and of service certificates;
  - There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
  - The tower crane bases have been approved by an engineer;
  - The operators are competent as well as physically and psychologically fit to work and be in possession of a medical certificate of fitness which must be available on site.

### **2.7.8 Ladders and Ladder Work**

- 1) The Contractor shall ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.
- 2) Records of inspections must be kept in a register on site.

### **2.7.9 General Machinery**

The Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

### **2.7.10 Portable Electrical Tools and Explosive Powered Tools**

- 1) The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.
- 2) The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.

- 3) The Contractor shall apply the following:
- A competent person undertakes routine inspections and records are kept.
  - Only authorized trained persons use the tools.
  - The safe working procedures apply.
  - Awareness training is carried out and compliance is enforced at all times.
  - PPE and clothing is provided and maintained.
  - A register indicating the issue and return of all explosive rounds is implemented and maintained, and
  - That signs are posted up in the areas where explosive powered tools are being used.

#### **2.7.11 High Voltage Electrical Equipment**

- 1) All contractors must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
- 2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.

#### **2.7.12 Public and Site Visitor Health and Safety**

- 1) The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers.
- 2) Appropriate Health and Safety Notices and signs shall be posted up, but shall not be the only measure taken.

#### **2.7.13 Night Work**

The Contractors must ensure that adequate lighting is provided to allow for work to be carried out safely.

#### **2.7.14 Transportation of Workers**

- 1) The Contractor and shall not:
  - Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.
  - Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
  - Permit workers to stand or sit on the edge of the transporting vehicle.
  - Transport workers in LDV's unless they are closed/covered and have the correct number of seats for the passengers.
- 2) No driver will transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
- 3) The driver of any LDV will not permit more than 2 passengers to occupy the cab of any single cab LDV and 4 passengers of any double cab LDV.

- 4) All vehicles operated on the site will in all aspects comply with the requirements of the Road Traffic Ordinance Act
- 5) Drivers of such vehicles will have a valid license for the code of vehicle being driven by them.
- 6) No servicing of vehicles will be permitted on a Construction Site, which is occupied by staff working for the Client.
- 7) Servicing or repairs of vehicles on site may only take place if such activities are performed with the necessary procedures in place to prevent any harmful effects to the environment.
- 8) All waste generated from servicing vehicles must be disposed off in accordance with relevant Environmental legislation.
- 9) In the event where Earth Moving Equipment is present on site the following must be adhered to:
  - Drivers of vehicles must be instructed to avoid parking behind earth moving vehicles to ensure that their vehicles are visible to the operator of earth moving vehicles.
  - Right of way must be afforded to earth moving machinery at all times.
  - Vehicles must only be permitted to park where possible in designated areas

## **2.8 Occupational Health and Environmental Management.**

### **2.8.1 Occupational Hygiene**

- 1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.
- 2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
- 3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.
- 4) Site-specific health risks are tabled in Annexure D such as cement - dust, wood-dust, noise and so on but is not limited to these items.
- 5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
- 6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the Contractor.

### **2.8.2 Environmental Management**

- 1) The Contractor shall take all precautionary steps to prevent any pollution of the Environment.

- 2) Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
- 3) The Contractor will ensure that adequate procedures are implemented and maintained to ensure that all waste generated including asbestos waste is placed in suitable receptacles and removed from the site promptly.
- 4) Plans to deal with spillages must be in place and maintained.
- 5) No waste materials liquid or solid may be disposed of in drains.
- 6) No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapors which could be harmful to the health of employees or any other person present on site.

### **2.8.3 Welfare Facilities**

- 1) Contractors will supply sufficient toilets (1 toilet per 30 workers). Toilets will be so positioned that it is in close proximity of the workers. If more toilets are required contractors must make provision for this.
- 2) Showers (1 for every 15 workers).
- 3) Changing facilities.
- 4) Hand washing facilities, soap, toilet paper, and hand drying materials.
- 5) Waste bins must be strategically placed and emptied regularly.
- 6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.
- 7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

### **2.8.4 Alcohol and other Drugs**

- 1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.
- 2) No person may be under the influence of alcohol or any other drugs while on the construction site.
- 3) Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.
- 4) Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
- 5) Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

### **2.9 Electrical fencing**

- 1) Contractor must comply with sect 12, 13 and 14 of the Electrical Machinery Regulations.

## ANNEUXRE A

The Contractor must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

| <b>HSS Item No.</b> | <b>Requirement</b>   | <b>OHSA Requirement</b>   | <b>Submission Date</b>      |
|---------------------|--|---|-----------------------------|
| 2.3.1               | Notification of Intention to Commence Construction/Building Work           | Complete Annexure 2 (Construction Regulations)                    | Before commencement on site |
| 2.3.2               | Assignment of Responsible Persons  | All relevant appointments as per OHS Act, Con Regs and Annexure B | Together with SHE Plan      |
| 2.3.3               | Competence of Responsible Persons  | Client Requirement & OHS Act                                      | Together with SHE Plan      |
| 2.3.4               | Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993 | Construction Reg and Client Requirement                           | Together with SHE Plan      |
| 2.3.5               | Occupational Health and Safety Policy                                      | OHS Act   | Together with SHE Plan      |
| 2.3.6               | Health and Safety Organogram   | Client Requirement  | Together with SHE Plan      |
| 2.3.7               | Initial Hazard Identification and Risk Assessment                          | Construction Regs.  | Together with SHE Plan      |



## ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

### ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment or as deemed necessary: (further appointments could become necessary as the project progresses)

| <b>Appointment</b>                        | <b>OHSA Reference</b> | <b>Requirement abbreviated</b>   |
|---|-----------------------|--|
| CEO Assignee                              | Section 16(2)         | A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person  |
| Construction Manager                      | CR 8(1)               | A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.  |
| Construction Work Supervisor              | CR 8(7)               | A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.  |
| Subordinate Construction Work Supervisors | CR 8(8)               | A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.   |
| Health and Safety Officer                 | CR 8(5)               | A competent Health and Safety officer in the control of all safety related aspects on site for the duration of the repair phase of this project.   |
| Health & Safety                           | Section 17            | A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.   |
| Health & Safety Committee Member(s)       | Section 19            | A competent person(s) representing the employer to assist with the on site Health & Safety matters.  |
| Incident /Accident Investigator           | GAR 8                 | A competent person(s) to investigate incidents/accidents on site and could be: <ul style="list-style-type: none"> <li>• The employer</li> <li>• H&amp;S Representative</li> <li>• Designated person</li> <li>• Members of the H&amp;S Committee</li> </ul> |
| Risk Assessment Co-ordinator              | CR 9                  | A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.  |
| Fall Protection Plan Co-ordinator         | CR 10                 | A competent person(s) to prepare & amend the fall protection plan.   |
| First Aiders                              | GSR 3                 | A qualified person(s) to address all on site first aid cases.  |
| Lifting Machine & Equipment inspector     | DMR 18                | A competent person(s) to inspect lifting machines, equipment & tackle.   |
| Scaffolding Erector                       | CR 16.1               | A competent person(s) to erect scaffolding   |
| Scaffolding                               | CR 16.2               | A competent person(s) to inspect   |

|  |             |  |
|--|-------------|--|
| Inspector  |             | scaffolding before use and every time after bad weather etc  |
| Temporary Works                                    | CR 12       | A competent person(s) to inspect formwork & support work   |
| Excavation Inspector                               | CR 13       | A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times |
| Ladder Inspector                                   | GSR 13A     | A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record                            |
| Stacking Supervisor                                | CR 28       | A competent person(s) to supervise all stacking and storage operations   |
| Demolition Supervisor                              | CR 14(1)    | A competent person(s) to supervise all demolition work   |
| Explosive Powered Tools Inspector/Supervisor       | CR 21       | A competent person(s) to inspect & clean the tool daily and controlling all operations thereof.                              |
| Temporary Electrical Installations Supervisor      | CR 24       | A competent person(s) to control all temporary electrical installations.   |
| Construction vehicles and Mobile Plant Supervisor. | CR 23(1)(k) | A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register.          |
| Fire-Fighting Equipment Inspector                  | CR 29       | A competent person(s) to inspect fire-fighting equipment with required training certificate.                                 |

## OTHER REQUIREMENTS

### ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly which ever is sooner.

| What                                | When   | Output  | Accepted by Client & date |
|-------------------------------------|--|---|---------------------------|
| Induction training                  | Every worker before he/she starts work.          | Attendance registers  |                           |
| Awareness Training (Tool Box Talks) | At least weekly                                  | Attendance registers  |                           |
| Health & Safety Reports             | Monthly  | Report covering: <ul style="list-style-type: none"> <li>Incidents/accidents and investigations</li> <li>Non conformances by employees &amp; External H&amp;S audit reports</li> </ul> |                           |
| Emergency procedures                | Ongoing evaluation of procedure                  | Table procedure in writing as well as tel. Numbers  |                           |
| Risk assessment                     | Continuous                                       | Documented risk assessment  |                           |
| Safe work procedures                | Drawn up before workers are exposed to new risks | Documented set of safe work procedures (method statements) updated and signed off.  |                           |
| General Inspections                 | Weekly & daily                                   | Report OHS Act compliance: <ul style="list-style-type: none"> <li>Scaffolding</li> <li>Excavations</li> <li>Formwork &amp; support work</li> <li>Explosive tools</li> </ul>           |                           |
| General Inspections                 | Monthly  | <ul style="list-style-type: none"> <li>Fire fighting equipment</li> <li>Portable electrical equipment</li> <li>Ladders</li> <li>Lifting equipment/slides</li> </ul>                   |                           |

| What   | When                      | Output   | Accepted by Client & date |
|--|---------------------------|--|---------------------------|
| List of contractors  | List to be updated weekly | Table list, number of workers and Company tel. Numbers                     |                           |
| Workman's Compensation                                     | Ongoing                   | Table a list of Contractors' Workman's Compensation proof of good standing |                           |
| Construction site rules & Section 37.2 Mandatory Agreement | Ongoing                   | Table a report of all signed up Mandatory's                                |                           |

## ANNEXURE D

### Project/site Specific Requirements

The following is a list of activities and considerations that have been identified for the project and site and for which the Risk Assessment, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor.

- Demolition work
- Creating openings in walls
- Preparation of paint surfaces
- Painting of walls
- Working with cement products
- Dust
- Metal/Steel work
- Exposure to noise
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Aggregate/sand and other material delivery
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling
- Lifting and lowering operations.
- Use of Potable electrical Equipment
  - Angle grinder
  - Electric Drilling Machine
  - Skill Saw
- Use and storage of flammable liquids and other Hazardous substances
- Site works
- Excavations
- Electrical installation work
- Mechanical works
- Working in the vicinity of the public, inmates (prisoners) and staff of the client
- Working at heights
- Working with construction machinery and plant
- Persons working in close vicinity of construction machinery and plant.
- Working with asbestos products i.e. gutters, down pipes, insulation etc.
- Hot works i.e. Welding, flame cutting etc.

**NOTE:**

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

**NB:-**

**Although some of the work related to health and safety work is mentioned /noted in certain measured items in the bill of quantities it is still the contractor's responsibility to allow in his tender price for all work related to health and safety and the requirements as per this Health and Safety Specification**