Bid number: BL22/003

NOTE:

Bloemfontein High Court:
Rendering of Cleaning Services for a period of 24 months.

THIS DOCUMENT

WILL BE SOLD AT A

NON-REFUNDABLE

DEPOSIT OF

R 100.00 CASH

PER SET

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

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

Project title:	Bloemfontein High Court: Rendering of Cleaning Services for a period of 24 months

Bid no:	BL22/003		
Advertising date:	12 August 2022	**Closing date:**	06 September 2022
Closing time:	11H00	**Validity period:**	90 **days**

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

1.	☒	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
2.	☒	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
3.	☐	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
4.	☒	Compliance to Local Production and Content requirements as per PA36 and Annexure C
5.	☒	Registration on National Treasury's Central Supplier Database (CSD)
6.	☒	Compliance with Pre-qualification criteria for Preferential Procurement
7.	☒	Use of correction fluid is prohibited
8.	☒	Provide proof of compliance with pre-qualification criteia by submitting a Valid, original or certified copy of BBBEECertificate / Sworn affidavit or DTI Certificate together with the bidding documents at closure
9.	☐	Copy of joint venture agreement if bidder is a joint venture and / or consortium
10.	☐	
11.	☐	

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

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

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".

12.	☐	***Specify other responsiveness criteria***

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

☒	A tenderer having stipulated minimum B-BBEE status level of contributor: ☒Level 1 or ☒Level 2 or ☐Level 3
☐	An EME or QSE
☐	A tenderer subcontracting a minimum of 30% to: ☐An EME or QSE which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are youth ☐An EME or QSE which is at least 51% owned by black people who are women ☐An EME or QSE which is at least 51% owned by black people with disabilities ☐An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships ☐A co-operative which is at least 51% owned by black people ☐An EME or QSE which is at least 51% owned by black people who are Military veterans ☐An EME or QSE;

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

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

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

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:	N/A

Functionality criteria:	**Weighting factor:**
N/A	N/A
Total	**100 Points**

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
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

☒ Alternatively; Bid documents may be collected during working hours at the following address 18 president brand street, Bloemfontein. A non-refundable bid deposit of R 200.00 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 on starting at . Venue . *(if applicable)*

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Lydia Molelekoa	**Telephone no:**	051 408 7314
Cell no:	N/A	**Fax no:**	086 272 5680
E-mail:	lydia.molelekoa@dpw.gov.za		

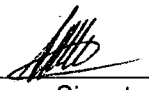
DEPOSIT / RETURN OF BID DOCUMENTS:

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 –

BID DOCUMENTS MAY BE POSTED TO:		**DEPOSITED IN THE TENDER BOX AT:**
THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 20605 Bloemfontein 9301 ATTENTION: **PROCUREMENT SECTION: ROOM** 233 ***POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT***	OR	18 President Brand Street NDPW Bloemfontein Room 233

COMPILED BY:

Lydia Molelekoa		AO: Cleaning Services	02 August 2022
Name of Project Leader	Signature	Capacity	Date

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	Bloemfontein High Court: Rendering of Cleaning services for a period of 24 months		
Project Leader:	Lydia Molelekoa	**Bid / Quote no:**	BL22/003

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

Bid Document Name:	**Number of Pages:**	**Returnable document:**
PA-10 GENERAL CONDITIONS OF CONTRACT (GCC)	10 Pages	☐
PA-11 BIDDER'S DISCLOSURE	03 Pages	☐
PA-15.1 RESOLUTION OF BOARD OF DIRECTORS	02 Pages	☐
PA-15.2 RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES	02 Pages	☐
PA-15.3 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES	03 Pages	☐
PA-16 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011	06 Pages	☐
PA-29 CERTIFICATION OF INDEPENDENT BID DETERMINATION	03 Pages	☐
PA-32 INVITATION TO BID	03 Pages	☐
SPECIFICATION	17 Pages	☐
PA-40	02 Pages	☐
PA-14	01 Pages	☐
SANAS Accredited BBBEE Certificate OR SWORN AFFIDAVIT	01 Pages	☐
PA-36	04 Pages	☐
Annexure C	01 Pages	☐
Annexure D	01 Pages	☐
Annexure E	01 Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐

Name of Bidder	Signature	Date

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

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

PA 32: INVITATION TO BID
PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/PUBLIC ENTITY)*					
BID NUMBER:	BL22/003	CLOSING DATE:	06 September 22	CLOSING TIME:	11H00
DESCRIPTION	Bloemfontein High Court: Rendering of Cleaning Services for a period of 24 months				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

OR POSTED TO:

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		**OR** CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	**A REGISTERED AUDITOR DETAILS:** NAME: REGISTRATION NUMBER: BUSINESS ADDRESS: .... TELEPHONE NUMBER:..... E-MAIL ADDRESS:.....

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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [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 (¹ALL APPLICABLE TAXES)**	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.

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.

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.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

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

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

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**
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7. **Performance security**
8. **Inspections, tests and analysis**
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10. **Delivery and documents**
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14. **Spare parts**
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16. **Payment**
17. **Prices**
18. **Contract amendments**
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34. **Prohibition of restrictive practices**

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.

1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. **"Day"** means calendar day.

1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.

1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. **"GCC"** means the General Conditions of Contract.

1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. **"Project site"** where applicable, means the place indicated in bidding documents.

1.21. **"Purchaser"** means the organization purchasing the goods.

1.22. **"Republic"** means the Republic of South Africa.

1.23. **"SCC"** means the Special Conditions of Contract.

1.24. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25. **"Written" or "in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. **Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

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

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

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

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

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

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

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

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

---

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

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

This form has been aligned with SBD4

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

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

Project title:	***Bloemfontein High Court: Rendering of cleaning services for 24 months***		
Tender / Bid no:	*BL22/003*	**Reference no:**	*6706/0595/7/34*

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:

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

   _____

   (Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

	Name	Capacity	Signature
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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".

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

_____

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   _____

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

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

   _____

   _____

   (Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

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

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

   Physical address: _____

   _____

   _____

   _____ (code)

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

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

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

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

Note:

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

ENTERPRISE STAMP

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

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

_____

_____

(Project description as per Bid /Tender Document)

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

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____

_____ (Postal code)_____

Postal Address: _____

_____

_____

_____(Postal code)_____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

Note:

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

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.

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1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(h) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

(i) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) **"non-firm prices"** means all prices other than "firm" prices;

(m) **"person"** includes a juristic person;

(n) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

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

(o) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

*(p) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*

(q) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

(r) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

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

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

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor? .....

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

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

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

:

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

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

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

(i) The information furnished is true and correct;
(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) Disqualify the person from the bidding process;
(b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution

WITNESSES:

1. .....

2. .....

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

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

.....

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".

This form has been aligned with NT - SBD 6.2

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 at no cost.

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

1.6. 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
Clothing	100%
Footwear	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

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.

LOCAL CONTENT DECLARATION

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

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

(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. ...BL22/003.....

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. 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)	
Local content %, as calculated in terms of SATS 1286:2011	

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".

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

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

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:_____ **DATE:**

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

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

THIS FORM NEEDS TO BE COMPLETED AND SIGNED

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	BL22/003
(C2)	Tender description:	Rendering of cleaning services at BFN High Court
(C3)	Designated product(s)	Clothing and Footwear
(C4)	Tender Authority:	Department of Public Works & Infrastructure
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula ____ EU ____ GBP ____
(C7)	Specified local content %	100%

Note: VAT to be excluded from all calculations

Calculation of local content

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)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1	Clothing						
2	Footwear						
3							
4							
5							
6							
7							
8							

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
44			
22			

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value	R
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	R
(C23) Total Imported content	
(C24) Total local content	R
(C25) Average local content % of tender	

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	BL22/003
(D2)	Tender description:	Rendering of cleaning services at BFN High Court
(D3)	Designated Products:	Clothing and Footwear
(D4)	Tender Authority:	Department of Public Works & Infrastructure
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

EU GBP

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content: Forign 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	Summary: Tender Qty	Summary: Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Tender Qty	Summary: Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Quantity imported	Summary: Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

D. Other foreign currency payments

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

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

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

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	BL22/003
(E2)	Tender description:	Rendering of cleaning services for 24 months at BFN High Court
(E3)	Designated products:	Clothing and Footwear
(E4)	Tender Authority:	Department of Public Works & Infrastructure
(E5)	Tendering Entity name:	

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

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
		(E9) Total local products (Goods, Services and Works)	

(E10) Manpower costs (Tenderer's manpower cost) ______

(E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.) ______

(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.) ______

(E13) **Total local content** ______

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: ______

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

Name of Tenderer ..... ☐ **EME**[1] ☐ **QSE**[2] ☐ **Non EME/QSE (tick applicable box)**

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

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

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

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

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	BL22/003
(D2)	Tender description:	Rendering of cleaning services at BFN High Court
(D3)	Designated Products:	Clothing and Footwear
(D4)	Tender Authority:	Department of Public Works & Infrastructure
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU GBP

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content: Forign 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	Summary: Tender Qty	Summary: Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Tender Qty	Summary: Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Quantity imported	Summary: Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

D. Other foreign currency payments

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

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

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

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	**Tender No.**	BL22/003
(E2)	**Tender description:**	Rendering of cleaning services for 24 months at BFN High Court
(E3)	**Designated products:**	Clothing and Footwear
(E4)	**Tender Authority:**	Department of Public Works & Infrastructure
(E5)	**Tendering Entity name:**	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	*(E7)*	*(E8)*
		(E9) Total local products (Goods, Services and Works)	

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

***(E13)* Total local content**

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

Name of Tenderer ..... ☐ EME[1] ☐ QSE[2] ☐ Non EME/QSE (tick applicable box)

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

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

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

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

2. DECLARATION:

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

1 The information and particulars contained in this Affidavit are true and correct in all respects;

2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;

4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;

5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

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

REPUBLIC OF SOUTH AFRICA

NATIONAL DEPARTMENT OF PUBLIC WORKS

CLEANING SERVICES

BLOEMFONTEIN HIGH COURT

OFFICE OF THE REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X 20605
BLOEMFONTEIN
9300

ENQUIRIES: LYDIA MOLELEKOA
TEL : (051) 408 7314
E-MAIL : lydia.molelekoa@dpw.gov.za

Service Provider Signature.....

Departmental Representative.....

4.5 In case the property or part(s) thereof that are subject to the service are in anyway damaged by an act of God or burnt, the Department shall at its discretion decide which portion(s) of property cannot be used as part of the original sites part.

Both parties shall not be bound by this quotation and no claim for the damages shall be instituted by either party. As for the remaining portion(s) of the property that would still be in use, the quotation shall stay as is but the quotation price will be adjusted from the date of the incident and will be reduced pro rata.

5. PAYMENT

5.1 An invoice must be submitted by the last working day of each month / contract period.

5.2 The Contractor must provide the following documents before the payment is processed:
- Monthly progress report signed by the Court Manager or his/her representative.
- Attendance registers for that particular month (on request).
- Documentary proof of salary payment for all employees including relief personnel (on request).

5.3 Payment of invoices, for services which has been delivered to the satisfaction of the Department, will be made within 30 days after certification.

5.4 Payments will only be processed after the execution of **all** works as described in the specifications. Payments will only be made on complete work, **inclusive of compensating the staff for the period that the invoice is produced.**

5.5 Invoices must be submitted to The ASD: Cleaning, Department of Public Works at the end of each month / contract period for services rendered for that specific month.

NB: *If the service was not delivered according to the specifications and satisfaction of the Department, payment will be not be made unless the defects are remedied* ***within five (5) working days.*** *The decision of the Regional Manager to this regard will be final.*

6. INDEMNITY

The department is indemnified against any liability, compensation or legal expenses in respect of the following cases:

6.1 Loss of life or injuries which might be sustained by the contractor and his/ her employees during the execution of their duties,

6.2 Damage or destruction of any equipment or property of the contractor during the execution of their duties,

6.3 Any claims and legal costs which might arise from the failure by or acts committed by the contractor and his/her employees against the members of the public and employees of the department, which acts include but are not limited to illicit frisking, illicit arrest and any other illicit or wrongful deeds,

6.4 The contractor must at his own expense take out sufficient public liability cover against any claims, costs, loss and /or damage ensuing from his obligations and shall ensure that the public liability cover remains operative for the duration of this contract.

7. INSURANCE

The contractor must supply the following relevant insurance policies that are taken out with an insurance company and approved by the department:

7.1 Public liability insurance, covering all aspects of the contract requirements.

7. INSURANCE (Continue)

Service Provider Signature.....

Departmental Representative.....

7.2 All risk cover with regard to machinery and equipment that are used in the execution of the contract.

7.3 SASRIA cover (riot cover) for motor vehicles, machinery and other equipment/property that will be used in the execution of the contract.

7.4 All the premiums must be paid and proof thereof may be requested by the department.

Proof must also be available upon request that the contractor complies with the conditions of the following acts:

7.5 Compensation for Occupational injuries and Disease Act, no 130 of 1993
7.6 Unemployment Insurance Act, no63 of 2001.
7.7 Occupational Health and Safety Act, no 85 of 1993.
7.8 Compensation of Occupational Injuries and Diseases Act (COIDA).

8. ADDITIONAL TENDER CONDITIONS

8.1 All documents must be completed in ink and prices MUST be for the contract period, inclusive of Value added tax (VAT).

8.2 Contractors are required to initial each page of this document.

8.3 Corrections may not be made by means of a correction fluid such as Tipp-Ex or a similar product. In the event of a mistake, it shall be crossed out in ink and accompanied by full signature at every alteration. The department reserves the right to reject the offer if corrections are not made in accordance with the above.

8.4 All prices and details must be legible / readable to ensure the offer will be considered for adjudication.

8.5 Except where otherwise stated, the site visit is compulsory. The site visit certificate must be signed by an official of the department after the site visit has been completed. Failure to comply with the above will invalidate the tender.

8.6 Preference will be given to local Contractors.

The price quoted in this document will be applicable for the FULL period of 24 months. No escalations will be done for the duration of the contract. Price escalations will have to be taken into consideration when calculations is done and be included in the final bid offer.

9. EXECUTION OF THE WORK

The contractor undertakes to maintain the **Bloemfontein High Court** as stipulated in this agreement in conjunction with the specifications, to the satisfaction of the ASD: Cleaning, who will represent the Department in all respects unless otherwise stated in this agreement.

10. CLERK OF WORKS

The ASD: Cleaning will act as a Clerk of Works, who will administer this agreement according to the conditions and who will act on the behalf of the Department. The contractor will have the right to appeal to the Regional Manager: Public Works, personally with regard to any dispute. The decision of the Regional Manager will be final and binding to the Department Public Works and the contractor.

11. CESSION OF AGREEMENT

The contractor undertakes to not cede this agreement to a third party.

12. WRITTEN INSTRUCTIONS AND FEEDBACK

Service Provider Signature.....

Departmental Representative.....

All instructions of the department will be given by the Clerk of Works on site or in writing. No other instruction will be considered as instruction by the department.

The contractor will be expected to submit an inspection list monthly and site meetings will be scheduled as the need occur. This will be arranged by the Clerk of Works.

13. WORKMANSHIP

All the work must be carried out according to the best approved practices and must be on a standard to the satisfaction of the Department.

Specifications not applicable to this service have been deleted by the ASD: Cleaning and accompanied by his / her signature.

14. IMPLIMENTS AND EQUIPMENT

The contractor is expected to supply all labour, material, workmanship, cleaning tools, cleaning equipment, and - machinery; everything which is or may be necessary for the entire completion of the work in accordance with the Department of Public Works standards.

The equipment should be dedicated to this specific contract for the duration of the contract.

It may be requested by the Department that the machinery be inspected by the Department.

15. COMPLIANCE WITH MINIMUM LABOUR RATES

The Department is committed to ensure that workers on site are compensated according to the stipulated minimum labour rates as specified by the Department of Labour. (Sectoral Determination - Contract Cleaning Sector)

This will be monitored regularly and the contractor is compelled by law to issue a salary advice to all employees, showing the basic salary, UIF registration and other lawful deductions.

16. RISK ASSESMENT

The Department will do a risk assessment on bids to ensure service delivery is not compromised and the bidder will be able to render services according to the specifications of this service. If a bidder fails a risk assessment, the department may make the bid non-responsive & the bid will be excluded from further evaluation.

17. COMPLIANCE WITH REGULATIONS

Security arrangements and regulations which may be applicable are to be adhered to by the contractor. All staff members of the Contractor must be vetted before they enter the facilities of the Client.

The department will be required to provide the contractor with the documented, sufficient and coherent site specific health and safety specification that must be applied from the date of commencement.

The contractor is required to keep on site the health and safety file, which must include all documentation required in terms of the OHS Act and Regulations which must be made available on request by client representative.

The contractor shall ensure that the health and safety plan is approved by the Department OHS representative before commence of work.

Include a clause stipulating compliance with the relevant disaster management act, which will cover the requirements for COVID-19.

Service Provider Signature.....

Departmental Representative.....

B. TECHNICAL SECTION

1.1 TENDER CONDITIONS

1.1.1 Contractors are requested to submit tender prices for the execution of the work as described in this document. The price must include all the work to be undertaken without any amendments or additions.

1.1.2 Should the offer of a contractor be accepted, the following conditions and instructions will be considered as binding to both the Department and the contractor.

1.1.3 The price must comply strictly with the conditions as set out in this document.

1.2 WORK SITE

1.2.1 The work site is the **Bloemfontein High Court.**

1.2.2 Total area to be cleaned: **9 399 m²** (according to DPW- data) Contractor's responsibility to verify details on site with client / DPW representative

1.3 SERVICES

The following services must be rendered on the work site:

1.3.1 Dusting
1.3.2 Open areas
1.3.3 Blinds
1.3.4 Doors
1.3.5 Glass / Window Cleaning (general)
1.3.6 Cleaning of windows higher than 6ft
1.3.7 Entrance & Reception
1.3.8 Meeting, Board Rooms, Tender rooms, Main Hall, Interview rooms, Training rooms and Executive Board Rooms
1.3.9 Floor Maintenance
1.3.10 Elevators
1.3.11 Furniture
1.3.12 Interior walls
1.3.13 Ceilings
1.3.14 Stairs (including fire-escapes)
1.3.15 Toilets and Ablutions
1.3.16 Kitchens
1.3.17 Rubbish removal
1.3.18 Parking areas, garages, loading zones and basements.
1.3.19 Prisoner holding cells (N/A)
1.3.20 Excluded areas/or under supervision
1.3.21 Additional services (specified)
1.3.22 General responsibility regarding cleaning services.

1.4 EQUIPMENT

The contractor must supply the following:

1.4.1 Vacuum cleaners **06** industrial / ~~domestic (strikethrough not applicable)~~

Polishers **05** industrial / ~~domestic (strikethrough not applicable)~~

1.4.2 All machinery and equipment needed to execute the work, e.g. Vacuum Cleaners, Floor Polisher must be available from commencement date of the contract

1.4.3 Trolley Mop for each cleaner or as specified elsewhere (Paragraph 1.6.1)

1.4.4 High rise cleaning equipment needed for washing double volume windows (Paragraph 7.1 & 7.2)

1.4.5 Industrial carpet washing equipment for washing of carpets (Paragraph 10.3.5)

Service Provider Signature.....

Departmental Representative.....

1.4.6 The contractor will be compelled to supply neat warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These board/signs must be in place where ever work by the contractor's workers is in progress so as to bring to the attention of any person/staff that work is in progress.

1.4.7 The contractor must have all warnings/boards made in English for the full term of this quotation.

1.4 **EQUIPMENT (continue)**

1.4.8 The contractor shall be responsible for the supply and maintenance of all equipment that will be necessarily for the satisfactory delivery of this service for the full period of the contract. The equipment can either be owned or leased by the contractor. **In cases of leased equipment, proof of supplier; quantities and specifications to be attached with the bid.**

1.4.9 The equipment used by the contractor must comply with the regulations of the machinery and occupational safety act. At the cost for the contractor, the contractor is to supply all staff with the correct personal protective equipment required to perform their duties in compliance of OHS Act 85 of 1983.

1.4.10 The cleaning equipment and machinery supplied by the contractor must be of industrial quality and will be inspected before awarding the contract. Failing to meet this requirement will result in not awarding the contract.

1.4.11 Where there is no space for storage on site, the contractor must remove his equipment from the site or erect a suitable store for the equipment on site.

1.4.12 The Department has the right to inspect at any time the storage space and at his discretion cancel the arrangement. The storage space must be in compliance of OHS Act 85 of 1983 and the various regulations as set out by the Metropolitan counsel.

1.5 CLEANING MATERIAL

The contractor must supply the following:

1.5.1 The contractor shall at own cost be responsible for supplying all consumable items including all paper washroom consumables (toilet paper and paper towel); plastic rubbish bags, task specific consumables, cleaning chemicals and safety equipment like dust masks, and any other material required to execute the task at hand, that are necessary for the supplying of effective service for the full contract period.

1.5.2 Before delivery the contractor is to supply a representative sample to the Department contact person for approval. The Department has the right to accept or reject any of these items.

1.5.3 All cleaning material and consumables shall be SABS approved and not posing a health risk to the client/user.

1.5.4 The contractor shall not store or use any poisons, highly inflammable chemicals or materials on the property without the written consent of the Department for the delivery of these services. No long term storage is allowed.

1.5.5 The contractor needs to ascertain him/herself of specific requirements in cleaning specific floor/wall coverings and what material to be used to ensure the floor/wall coverings are not damaged by wrong cleaning material.

1.5.6 Below is a list of the variety of cleaning material expected to be used on site. It is the contractor's responsibility to determine the quantities needed per month for this specific project. Where registered trade names are mentioned, the contractor can supply a SABS approved equivalent.

Brooms Soft Hair (Dust Broom)
Carpet Brooms
Dusters (Feather Short)
Duster cloths (Yellow/Orange)
Floor Pad Black (scrubbing)
Mops Floor
Gloves (cleaning toilets)
Germotol Disinfectant
Jeyes Fluid
Polish Floor (Red)
Polish Metal Liquid
Polisher Floor Light
Carpet Shampoo
Cleaner Window / Mirror
Deo Blocks
Soap Liquid (dispenser)
Soap Powder (washing of dishcloths etc.)
Toilet Paper (single ply SABS approved)

Brush Lavatory+ Container (one/toilet)
Dusters (Feather Long)
Dish / Glass Cloths
Dustpan + Brush
Floor Pad Red (polishing)
Mutton Cloth
Masks (cleaning toilets)
Handy Andy
Jik / Bleach
Polish Furniture
Polish Non Slip (Valetile)
Pine Gel
Cleaner Toilet Flushex
Floor Stripper
Refuse Bags
Toilet Hand Soap
Steel Wool
Towels Paper (Hand)

Service Provider Signature.....

Departmental Representative.....

1.6 LABOUR

1.6.1 **Minimum amount of full time cleaners on site: 11**

1.6.2 **The quantity of staff on site as per proof of resources must at all times be maintained.**

1.6.3 **Replacement staff must be available for staff on leave or sick leave for more than one day.**

1.6.4 The contractor must at all times have strict and effective supervision of the workers performance by appointing at least one team leader on a specific site. The site team leader must have applicable experience and be knowledgeable of cleaning services activities to be able to mentor the workers. The contractor must have reserved staff to replace staff on leave to maintain a full staff complement at all times

1.6.5 Supervisors must react in all aspects to reasonable requests from The Department contact person of the Department.

1.6.6 The contractor's workers shall not wonder around aimlessly on grounds or make use of the chairs in the public areas to relax even over lunch times.

1.6.7 At the end of every working day, not later than 20:00 all the workers must have left the property. No workers will be allowed onto the property outside of normal working hours unless permission is granted by The Department contact person.

1.6.8 Personnel of the contractor, subject to the conditions of the quotation, have entrance to all areas to perform the service. If the service is not required in any area at a specific time no entrance to these areas will be allowed.

1.6.9 All workers must be in possession of identity cards supplied by the contractor and worn visibly on the person at all times. The card must be carried by all the workers on the site while he/she is present on the property. The contractor will control and be responsible for the card in such a manner that no unauthorized person gains entry to the property.

1.6.10 Personal hygiene must at all times be kept by the contractor and workers.

1.6.11 The contractors workers which must be on the property for the performance of this service must at all times be dressed neatly and properly to the satisfaction of the Department. The Department request that workers be clothed in a uniform or overall at cost of the contractor and will identify the workers as belonging to the contractor.

1.6.12 **The contractor is to supply the workers with at least two sets of overalls and T-shirts per person per year, to ensure that the workers are clean and neat at all times.**

1.7 SERVICE TIMES

1.5.1 Day cleaning. (Excluding weekends and public holidays)
Monday to Friday
07:00am to 15:30pm (or otherwise arranged with client)

2 DUSTING

Unless otherwise stated, the under-mentioned should be dusted with a soft cloth or duster which is commercially available for this purpose, so that it is, in the opinion of the State, clean every day.

2.1 Stock in storerooms should be dusted on request, but at least once a month.
2.2 Clean and disinfect all telephones (daily)
2.3 Dust all horizontal surfaces (low level) – (weekly)
2.4 Dust all high ledges and fittings (weekly)
2.5 Dust all vertical surfaces to height of 2.5 meters (walls, cabinets etc.) (weekly)
2.6 Dust all windows ledges (high and low) (weekly)

3 OPEN AREAS

3.1 Sweep and wash in accordance with the finish so that all dust, leaves etc. are removed - daily.
3.2 Paving: hose down with clean water or scrub - weekly.

4 BLINDS

Service Provider Signature.....

Departmental Representative.....

4.1 Dust indoor blinds – weekly
4.2 Damp-wash indoor blinds - monthly.

5 DOORS

5.1 Remove dirty spots on wooden and metal doors - daily.
5.2 Polish door-knobs with an approved metal polish where applicable - weekly.
5.3 Keep glass door clean – daily (frequently)
5.4 Wash glass doors with a degreasing agent and equipment that will not scratch the surface, and polish as required - weekly or on request.
5.5 Clean and polish all bright metal fittings (weekly)

6 GLASS / WINDOW CLEANING (general)

6.1 Dust/wash/damp-wash partition glass and those mentioned in paragraphs 5.3 to maintain a high degree of neatness - daily.
6.2 Clean partition glass. (spot cleaning daily)
6.3 Clean interior faces of all accessible windows (weekly)
6.4 Windows to be cleaned inside and outside (only accessible areas) weekly.
6.5 Clean and polish all bright metal fittings (weekly)
6.6 All outdoor glass surfaces of buildings washed with a degreasing agent and equipment that will not scratch the surface, and polished as required – monthly. (Excluding par 7)
6.7 All indoor glass surfaces of building washed with a degreasing agent and equipment that will not scratch the surface, and polished as required - monthly. (Excluding par 7)

7 CLEANING OF WINDOWS HIGHER THAN 6FT (Double volume windows/buildings – where applicable)

7.1 Windows must be washed inside and outside with a degreasing agent and equipment that will not scratch the surface and leave marks. (every six months)
7.2 Contractor to commit to have the high-rise equipment, compliant with relevant OHS regulations.

8 ENTRANCE & RECEPTION

8.1 Sweep entrance steps and entrance steps (daily)
8.2 Clean and mop the entrance (daily)
8.3 Clean and polish all bright metal fittings (weekly)

9 OFFICES, MEETING-, BOARD-, INTERVIEW-, TRAINING AND TENDER ROOMS, MAIN HALL, EXECUTIVE BOARD ROOMS AND CASH HALLS

9.1 Polish desks and office furniture (weekly)
9.2 Clean and vacuum (weekly)
9.3 Clean and mop (weekly)

10 FLOOR MAINTENANCE

Clean floors and carpets in order to maintain a high gloss and/or degree of neatness - daily.

10.1 **Stone Floors - Indoor (Marble, Terrazzo, Ceramic Tiles, etc. excluding toilets/restrooms)**
10.1.1 Remove all dirty spots and sweep - daily.
10.1.2 Damp mop (daily)
10.1.3 Polish all polished surfaces - daily.
10.1.4 Scrub with soap and water – weekly.

10.2 **Outdoors concrete surfaces and paving (roof covered)** (marble, ceramics, terrace tiles etc. exc. toilets)
10.2.1 Porches, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed - daily.
10.2.2 Pick up all rubbish on paving - daily.
10.2.3 Sweep paving with a hard broom - daily.

Service Provider Signature.....

Departmental Representative.....

10.2.4 Unpolished porches and walkways should be washed or scrubbed with soap and water - weekly.
10.2.5 Polishing of polished porches - weekly.

10.3 **Wooden floors and block-floors**
10.3.1 Sweep and remove all dirty marks - daily.
10.3.2 Polishing, with an approved non-slip polish, should be done as follows, after the floor has been wiped with a damp mop.

10.3.3 **Rugs and carpeting**
10.3.3.1 Shake out and clean entrance carpets and dust carpets - daily.
10.3.3.2 *Vacuum / clean thoroughly:*
10.3.3.2.1 Vacuum clean - Heavy traffic areas (daily)
10.3.3.2.2 Vacuum clean - Medium traffic areas (alternative days)
10.3.3.2.3 Vacuum clean - Light traffic areas (twice weekly or as requested)

10.3.4 **Vinyl, vinyl-asbestos tiles, linoleum, asphalt, rubber and similar coatings**
10.3.4.1 If floors or parts thereof have not been treated with two coats of an approved dry gloss, non-slip, metalized, hard coat polymer agent, the Contractor should apply it. The relevant surface should be properly cleaned prior to application and, if required, old polish should be removed with an appropriate agent. If a polish remover is used, the floor should be rinsed with clean water and properly dried.
10.3.4.2 If floors have already been treated with a metalized polymer agent, it should be re-applied as soon as it becomes worn out.
10.3.4.3 Should entry to offices or high traffic make it difficult to treat floors as in 1.12.3.1 & 1.12.3.2 during normal office hours, it should be done after office hours.
10.3.4.4 Wipe and remove marks like mud spots - daily.
10.3.4.5 Apply polishing agent and polish – weekly or on request
10.3.4.6 Spray polishing for which an approved polymer agent is used (e.g. a solution of water and the agent described in 1.12.3.1 & 1.12.3.2) should only be done after the floor has been wiped with a "dust magnet", and frequently enough to maintain the polymer coating.
10.3.4.7 As soon as an unsightly layer of old polish has built up, it should be scrubbed off and a new coat re-applied.

10.3.5 **Carpets Cleaning**
10.3.5.1 Use Industrial carpets washing equipment to clean all carpets and ensure that there are no stains left and water marks on the carpets. (every six months)
10.3.5.2 Clean spots if it is not permanent stains and a carpet wash is not required. (as requested)
10.3.5.3 There should be guarded against the use of cleaning agents that could damage or discolour the carpet.
10.3.5 **Carpets cleaning (continue)**
10.3.5.4 When carpets are washed, dirty marks or stains should be removed first (see par. 10.3.5.2) after which the carpet should be thoroughly vacuumed.
10.3.5.5 The carpets should then be washed with an appropriate carpet washing machine.
10.3.5.6 It should be ensured at all times that the carpets do not become excessively wet.
10.3.5.7 All water should be removed until the carpets are damp only.
10.3.5.8 Occupants should be requested not to walk on the damp carpets, if possible - twice a year, after hours.

11 ELEVATORS
11.1.1 Clean elevators - daily.
11.1.2 Wipe / wash interior with a degreasing agent and equipment that will not scratch the surface, and polish as required - weekly or on request.
11.1.3 Clean and polish all bright metal fittings (weekly)

12 FURNITURE
12.1.1 Polish wooden furniture everywhere with an approved polish. Such polish should not be greasy, and should not come off on anything it comes into contact with after it has been polished - weekly.
12.1.2 Remove dirty spots from glass tops, desks and other furniture in an appropriate way - daily.
12.1.3 Damp-wash glass tops of furniture, glass doors of bookcases and polish - daily.

Service Provider Signature.....

Departmental Representative.....

12.1.4 Remove dirty spots from glass doors of bookcases - daily.
12.1.5 Damp-wash those parts of furniture covered in leather or imitation leather - daily.
12.1.6 Cleaning of counters and wipe empty shelves with a damp cloth - daily.
12.1.7 Treat upholstered or leather-covered parts of furniture with an approved agent - quarterly.
12 **FURNITURE** (continue)
12.1.8 Dust open shelves and contents as well as desks without removing the contents - daily.
12.1.9 Vacuum those parts of furniture covered with fabric - weekly.
12.1.10 Wipe telephone with a damp cloth with suitably diluted disinfectant - daily.

13 INTERIOR WALLS
13.1.1 Remove spots and fingerprints on walls, paintwork, electric switches, etc. – daily
13.1.2 Dust wooden panels and partitions - daily.
13.1.3 Damp-wash wall tiles - daily.
13.1.4 Wash window sills with soap and water - daily.
13.1.5 Clean notice boards - daily.

14 CEILINGS
14.1 Clean all ceilings by damp-wash thoroughly with clean water - (on request)
14.2 No agent or equipment which could damage the ceiling or paintwork may be used.

15 STAIRS (including fire-escapes)
15.1.1 Dust handrails and fittings (daily)
15.1.2 Maintain landings, treads and risers according to finish (daily)
15.1.3 Clean fire escapes (weekly)
15.1.4 Wipe banisters with a damp cloth - daily.
15.1.5 Polish unpainted banisters - monthly.
15.1.6 Clean floor covering / carpets in order to maintain a high gloss and/or degree of neatness - daily.

16 TOILETS AND ABLUTIONS
The following toiletries must be provided by the Cleaning Contractor at his/her expense, in sufficient amounts as required, and should be available at all times. It should be put in the various toilets and replenished or replaced as required:

- Disposable paper towels for containers currently installed in toilets. (SABS Approved)
- Single-ply toilet paper. (SABS Approved)
- Toilet soap as approved, either liquid if dispenser is available or soap brick. (In absence of an operational liquid soap dispenser)
- Air-fresheners as approved.

16.1.1 Replenish consumables, i.e. toilet paper, hand soap (contractor to supply)
16.1.2 Maintain floor according to the type (daily)
16.1.3 Damp mop floor with disinfectant (daily)
16.1.4 Empty and clean all waste receptacles (daily)
16.1.5 Clean and sanitize all bowls, basin, urinals, showers and baths where applicable (daily)
16.1.6 Clean all mirrors (daily)
16.1.7 Clean all metal fittings
16.1.8 Spot clean walls, doors and partitions and lockers where applicable (daily)
16.1.9 Approved agents should be put in basins and urinals to prevent clogging - weekly.

PLEASE NOTE THAT THERE MUST BE SOMEONE MONITORING THE PUBLIC TOILETS AT ALL THE TIMES TO PICK UP PAPERS AND CHECK IF THE SOAP AND PAPERS ARE STILL AVAILABLE

16.2 **Rubbish-bins / Waste Disposal**
16.2.1 All rubbish-bins should be emptied and washed with an approved disinfectant.

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16.2.2 The contents of the rubbish-bins in ladies' toilets should be dispensed of in a clean manner by putting it in a separate appropriate plastic bag and placing it in garbage cans outside - twice daily for men's and ladies' toilets.
16.2.3 Empty and clean all ashtrays (daily)
16.2.4 Empty and clean all waste receptacles (daily)
16.2.5 Remove all waste to specified areas (daily)
16.3 **Toilet pans, seats, covers, urinals, towel rails and taps**
16.3.1 Clean and disinfect with an approved disinfectant - twice daily.
16.3.2 Clean and polish all metal surfaces - daily.
16.3.3 An approved agent at the expense of the contractor should be put in toilet pans to prevent deposits forming - weekly.

16.4 **Wall tiles and paintwork**
16.4.1 Spot clean all low surfaces, i.e. glass, walls doors and light switches(weekly)
16.4.2 Remove dirty spots - daily.
16.4.3 Wash with soap and water to which a sufficient amount of approved disinfectant has been added - daily.
16.4.4 Remove dirty spots, including from unpainted doors - daily.

16.5 **Visible pipes**
16.5.1 Clean all visible pipes - daily.

16.6 **Floors**
16.6.1 Damp-wash floors with an approved disinfectant - daily.
16.6.2 Remove dirty spots and rubbish - daily.
16.6.3 Non-slip cleaning agents should be used. Employees may not be exposed to wet/slippery floors.

16.7 **Incinerators**
16.7.1 Damp-wash with approved disinfectant - daily.

16.8 **Glazed/enameled surfaces**
16.8.1 Wash only with an approved liquid agent. No abrasives or scouring materials may be used.

17 KITCHENS
17.1 Floors dusted and washed daily.
17.2 Counters washed daily. (twice)
17.3 Cupboards cleaned, dusted inside weekly to enhance pest control.
17.4 Dishes to be cleaned (Opinion of the State, clean every day.)
17.5 Fresh drinking water should be provided in the water-bottles made available in offices, passages, conference and training rooms - daily before 08:00

18 RUBBISH REMOVAL
18.1 Waste baskets
18.1.1 Empty all waste baskets - daily.
18.1.2 Damp-wash or wash - weekly.
18.1.3 Empty rubbish-bins in lobbies and passages - daily.
18.1.4 Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles.

18.2 Ash-trays
18.2.1 Empty and damp-wash/wash all ash-trays - daily.
18.2.2 Empty and damp-wash/wash all large ash-trays outside conference rooms - three times daily.
18.3 The contents of wastebaskets and ashtrays and other office rubbish should be removed neatly in bags and deposited in the rubbish bins provided for this purpose.
18.4 Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles.

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18.5 Leaves, paper and other rubbish falling on or blowing onto the premises should be collected and placed in plastic bags to be provided by the Contractor, and put in an appropriate place on the premises.

18.6 Rubbish should be temporarily stored on the premises in proper rubbish bins provided by the State or garbage bags provided by the Contractor.

18.7 Rubbish should be taken to the collection point of the relevant municipality as prescribed on those days the municipality removes rubbish.

19 PARKING AREAS, GARAGES, LOADING ZONES AND BASEMENTS

19.1 Clear all conspicuous rubbish - daily

19.2 Sweep parking area - weekly

19.3 Wash with soapy water – monthly

19.4 Remove oil, petrol and brake fluid stains with an appropriate approved cleaning agent - monthly

20 PRISONER HOLDING CELLS

20.1 Sweep – daily

20.2 Buff – weekly

20.3 Strip & polish - every three months

21 EXCLUDED AREAS / UNDER SUPERVISION

The areas mentioned below will not be cleaned/dusted except requested and done under supervision of a client representative

- Electrical and Mechanical Plant rooms
- Strong rooms
- Store rooms
- All areas/services not mentioned in Scope of work

22 ADDITIONAL SERVICES

n/a

23 GENERAL RESPONSIBILITIES IN RESPECT OF CLEANING SERVICES

23.1 Government property will be respected and damage caused by the contractor or his / her personnel will be reported to the Regional Manager immediately.

23.2 If negligence can be proved, the cost of repair will be for the contractor's account.

23.3 The contractor's personnel will not be a disturbance on the terrain and must be identified by the uniforms.

23.4 When available, restrooms and storerooms may be utilized by the contractor and his personnel.

23.5 These facilities will be kept neat, tidy and securely locked at all times.

23.6 Water and electricity will be consumed optimally without wastage and only for the purpose of managing the contract within the set specifications.

Service Provider Signature.....

Departmental Representative.....

PARTICULARS OF BIDDER'S PREVIOUS PROJECTS/EXPERIENCE

Note: **The bidder is required to complete the following particulars and to attach additional pages if more space is required. This information is required in order to determine the bidder's previous experience in cleaning services. Failure to complete the needed information will have a negative impact on the bidder's functionality score and might result in disqualification for further consideration.**

Current projects:

Description	Reference Name	Reference contact tel.no	Project sum	Commencement date	Completion date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Service Provider Signature.....

Departmental Representative.....

Previous projects:

Description	Reference Name	Reference contact tel.no	Project sum	Commencement date	Completion date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

I hereby declare that the above information is a true reflection of previous contracts/experience of this firm.

Name of Bidder	Signature	Date

Service Provider Signature.....

Departmental Representative.....

Price breakdown

PLEASE NOTE: **This portion MUST be completed and returned with the bid offer documentation in order for the Department to execute a risk assessment on the bid offer.**

The terrain area is just an indication and contractors must ensure that the amount of work is taken into consideration when labour cost is calculated.

LABOUR COST: Minimum labour cost must be according to the stipulated rate as determined by the Department of Labour. (www.labour.gov.za)

MATERIAL COST: Specify the material, tools, equipment as well as maintenance on equipment. (Include separate breakdown if more space is needed)

TRANSPORT: Specify the allowance of transport cost.

OVERHEADS & PROFIT: Specify the amount set aside for contingencies / profit

AREA: ± 9 399 m² (Estimate -as per DPW-database)

NORM: 1 full time employee/850m²

MINIMUM WORKERS: **11 full time cleaners**

Item	Salary / cleaner	Monthly cost
Labour cost		
_____11_____ Cleaners		
Material cost (List items below)		
Cleaning material (**ALL** Detergents, furniture polish, floor polish, toilet paper, hand towels, liquid soap, dishwashing soap, brooms, brushes, mops, dusters, etc.)		
Cleaning Equipment including maintenance cost for equipment (Polishers, vacuum cleaners, Mop trolleys, warning signs, etc.)		
Protective clothing for cleaners		
Rental of specialized high rise equipment / industrial carpet wash equipment (where applicable)		
Other expenses / overheads		
Transport		
_____km		
Profit		
VAT 15% (if VAT registered)		
Total monthly cost		
Total bid offer cost (Monthly cost x 24 months)		

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Departmental Representative.....

LIST OF RESOURCES

Contractor		**Physical Address**	
Telephone			

Human resources	**YES**	**NO**	**Number of officials**
Permanent cleaners in service			
Contract / casual cleaners			
No employees, will appoint workers when contract is awarded			

Cleaning equipment	**YES**	**NO**	**Quantity**
Domestic vacuum cleaner			
Industrial vacuum cleaner			
Domestic floor polisher / carpet washer / all-in-one			
Industrial floor polisher			
Warning sign boards			
Mop trolleys			
Industrial Carpet wash machine			
High rise equipment / cherry picker / double volume window washing equipment			
Don't have any equipment / tools, will buy when contract is awarded			

Other cleaning tools / equipment currently owned by contractor (specify)	**Quantity**

I _____ hereby certify that the information above is a true reflection of the resources of _____ (company name) and may be inspected by the Department of Public Works.

_____ _____

Initials and Surname Date

_____

Signature

Service Provider Signature.....

Departmental Representative.....

MAGISTRATE OFFICE: BLOEMFONTEIN HIGH COURT

PROJECT NAME: RENDERING OF CLEANING SERVICES FOR A PERIOD OF 24 MONTHS

Health and Safety Specification

OCCUPATIONAL HEALTH

AND

SAFETY ACT

AND

REGULATIONS

HEALTH AND SAFETY SPECIFICATION

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1. INTRODUCTION AND BACKGROUND

1.1 Background to the 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 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 and Infrastructure 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 Public Works and Infrastructure 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 Department of Public Works and Infrastructure with the following:

   A detailed Site Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Department of Public Works and Infrastructure 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.

5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolvent 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 Health and Safety Specification

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 order to reduce incidents and injuries.

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 Department of Public Works and Infrastructure 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 Department of Public Works and Infrastructure 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 Department of Public Works and Infrastructure 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) Department of Works and Infrastructure 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 Department of Public Works and Infrastructure in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Department of Works and Infrastructure 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 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.

1) The Contractor shall submit 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 Department of Public Works and Infrastructure 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.

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 Nation al Department of Public Works Regional Office premises.

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 National Department of Public Works Regional Office premises.

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) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of work, and the assessed risks shall form part of the 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.

2) 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) Should the Department of Public Works and Infrastructure 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

2.5.10 Health and Safety Training

2.5.10.1 Induction

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.

2.5.10.2 Awareness

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

2.5.11 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.

2.5.14 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.

1) Valid certificates to be kept on site in the Site Safety File.

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 injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.

3) 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.

4) 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 the Department of Public Works and Infrastructure of any hazardous or potentially hazardous situations that may arise during performance of cleaning service 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 Safety Boots/Shoes and Overalls.

2) The Contractor 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) Records of all PPE issued to staff must be kept on Site Safety File.

6) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.

2.5.18 Occupational Health and Safety OHS Signage

1) The Contractor shall provide adequate on-site OHS signage including but not limited to: " Wet floor"

2.6 Physical Requirements

2.6.1 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.

2.6.2 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.

1) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

2.7 Plant and Machinery

2.7.1 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.

2.7.2 Scaffolding / Working at Heights

1) Working at heights includes any work that takes place in an elevated position in excess of 2m e.g cleaning of windows

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.

2.7.3 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.

2.8 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.

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 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.

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY COVID 19 SPECIFICATION FOR CONSTRUCTION SITE

1. Introduction

This document specify measures that contractors appointed by the Department of Public Works and Infrastructure should apply to actively mitigate the spread of corona virus (Covid-19) in line with the gazetted regulations by the Department of Labour and Employment and Department of Health including Occupational Health and Safety Protocols and guidelines of the Department of Public Works and Infrastructure

This was also prepared to provide the principle contractors and sub-contractors with health and safety requirements pertaining to associated construction work on DPWI construction sites respectively as required by Construction Regulations, 2014 of Occupational Health and Safety Act, Act 85 of 1993

All contractors should comply with all legislation, directive and guidelines governing workplaces in relation to Covid-19 including Occupational Health and Safety Act, Act 85 of 1993, Hazardous Biological Agents Regulation, particularly section 8(1) of the Act.

1.1. Responsibilities of Principle Contractors and Sub-contractors regarding Covid-19

All Principal Contractors and sub-contractors appointed by the Department of Public Works and Infrastructure are required to prepare a Health and Safety Plan based on COVID-19 Health and Safety Specification and Department of Labour guidelines , which shall be applicable from the date of commencement of and for the duration of the construction work [Construction Regulation 5 (1). This documented plan must be based on a HIRA (Hazards Identification and Risk Assessment) which will serve to identify the hazards, and their associated risks, anticipation for the scope of work

These Health and Safety plan for Covid-19 should be incorporated to the construction Health and safety plan and be approved Department of Public works and infrastructure or the appointed OHS Agent for that construction project.

Principle contractor must appoint Covid-19 compliance officer responsible to ensure compliance of corvid-19 measures adherence, make available screening devices isolation room, PPE and sanitisers for everyone on construction sites.

1.2. Covid-19 Compliance Officer's Responsibilities

The appointment of Compliance Office responsibility

- ✓ Ensure that everyone is scanned for temperature before the shift
- ✓ Everyone maintain social distances of at least 1.5 meters from each other.
- ✓ Ensure that visitors are also screened for symptoms upon entering the site
- ✓ Enforce the use of facial masks, to be worn at all times.
- ✓ To take body temperature in the morning and record the reading in the checklist and file it in the COVID-19 File.
- ✓ Include COVID-19 information during awareness training
- ✓ Ensure he or she updated with updated regulations
- ✓ Workspace and Offices to be disinfected or sanitized in the morning and after Lunch complete the checklist
- ✓ To liaise with Department of Health when reporting a case of COVID-19.

1.3. Covid-19 OHS measure on construction sites

Principal Contractor/sub-contractors and all employees under their control, including visitors and professional team on site must adhere to the following as required by the corvid-19 regulations for department of labour

- Temperature screening
- Wear face cloth mask at all time while on site, mask must be wash daily
- Personal hygiene be maintained
- Sanitize hands
- COVID-19 Posters and Notices must be available on site and be updated when there is updates.
- Sanitize the tools that will be use daily in the morning, when used by other employee and taking back to the storeroom or container for storage after work.
- Keep social distancing of at least 1.5 meters at all time including lunch time
- Employee who found to have temperature more than 38 Degrees Celsius be isolated immediately and covid-19 compliance officer must notify the Department of Health.
- The number for Department of Health be displayed on site office and all common areas

2. Procedures and records

All mandatory COVID-19 documentation and records for the construction work, shall be kept in the COVID-19 file (C19 OHS), which will always be accessible on site. The Safety Officer and appointed corvid-19 Compliance Office shall be responsible for the file on site and the Site Manager shall ensure that documentations are valid and up to date. The procedures to be used for the project are to be in accordance with contractor policy and as per the outcome of the HIRA exercise. The following should be minimum contents of the corvid-19 OHS file:

- COVID -19 Policy
- Health & Safety plans, specifications
- Appointment (Compliance Officer)
- COVID-19 Case procedure of reporting
- Inspection checklist
- Risk assessments

2.1. Health and safety plan

The Covid-19 Health and Safety must indicate the following:

- How employees will be safe on site and what preventative measure will be undertaken by the employer
- Employer must take measures to-
- How will screening of anyone onsite be conducted at the time that they report to work or inspection or meetings, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath and loss of smell
- The commitment from the employer and employees
- How will the readings for every employee's body temperature be recorded.
- What measure will be taken to ensure the work is done safe without anyone contracting the virus during the duration of project.
- What measures that be taken to safeguards the safety of visitors and stakeholders entering the site
- How will social distancing be observed on site
- How will isolation of employee who might have symptoms of virus be done on site.
- How will exchange of tools and sanitization be done on site
- Prove of training and induction of everyone on site with regard to Covid-19