

# **Bid No:JHB.23/39**

**CLOSING DATE:**

**08 NOVEMBER 2023 @ 11:00**

**ADVERT DATE:**

**19 OCTOBER 2023**

**SERVICE: DPW : DEPARTMENT OF  
JUSTICE : RENDERING OF CLEANING  
SERVICES AT BENONI MAGISTRATE  
COURT FOR A PERIOD OF 24  
MONTHS**

**DOCUMENT WILL BE SOLD AT A NON-REFUNDABLE**

**DEPOSIT OF R200-00 CASH PER SET**

***NB: There is a compulsory site briefing on 27/10/2023 @  
11:00am.Venue : Benoni Magistrate Court ,25 Harpur  
Avenue,Benoni.***

**Enquiries: Ms Phindile Nenzhelele 0117136138/0660120811**

**Or**

**Ms. Cikizwa Ntshanga – (011) 713-6078**

**Mr. Daniel Magogodi – (011) 713-6157**

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

|                        |                                                                                                                     |                        |           |
|------------------------|---------------------------------------------------------------------------------------------------------------------|------------------------|-----------|
| <b>Project title:</b>  | <b>DEPARTMENT OF JUSTICE: RENDERING OF CLEANING SERVICES AT BENONI MAGISTRATE COURT FOR THE PERIOD OF 24 MONTHS</b> |                        |           |
| <b>Project Leader:</b> | PHINDILE<br>NENZHELELE                                                                                              | <b>Bid / Quote no:</b> | JHB 23/39 |

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

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

| <b>Bid Document Name:</b>                                                           | <b>Number of Pages:</b> | <b>Returnable document:</b>         |
|-------------------------------------------------------------------------------------|-------------------------|-------------------------------------|
| PA 32: INVITATION TO BID                                                            | 02 Pages                | <input checked="" type="checkbox"/> |
| PA 04 (GS): NOTICE AND INVITATION TO BID AND ADDITIONAL COMMENTS                    | 07 Pages                | <input checked="" type="checkbox"/> |
| COST BREAKDOWN                                                                      | 02 Pages                | <input checked="" type="checkbox"/> |
| DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE                                           | 07 Pages                | <input checked="" type="checkbox"/> |
| PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)                                         | 10 Pages                | <input checked="" type="checkbox"/> |
| PA-11: DECLARATION OF INTEREST                                                      | 03 Pages                | <input checked="" type="checkbox"/> |
| PA-15.1: RESOLUTION OF BOARD OF DIRECTORS                                           | 02 Pages                | <input checked="" type="checkbox"/> |
| PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES | 02 Pages                | <input checked="" type="checkbox"/> |
| PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES                          | 03 Pages                | <input checked="" type="checkbox"/> |
| PA-16 PREFERENCE POINTS CLAIM FOR BIDS                                              | 11 Pages                | <input checked="" type="checkbox"/> |
| PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT               | 02 Pages                | <input checked="" type="checkbox"/> |
| SPECIFICATION                                                                       | 15 Pages                | <input checked="" type="checkbox"/> |
| EXECUTION PLAN                                                                      | 02 Pages                | <input checked="" type="checkbox"/> |
| DECLARATION OF SANS, PUBLIC LIABILITY, EPWP AND SECURITY VETTING AND LABOUR RATES   | 05 Pages                | <input checked="" type="checkbox"/> |
| DPW-16: SITE BRIEFING CERTIFICATE                                                   | 01 Pages                | <input checked="" type="checkbox"/> |
|                                                                                     | 0 Pages                 | <input type="checkbox"/>            |
|                                                                                     | 0 Pages                 | <input type="checkbox"/>            |
|                                                                                     | 0 Pages                 | <input type="checkbox"/>            |
|                                                                                     | 0 Pages                 | <input type="checkbox"/>            |
|                                                                                     | Pages                   | <input type="checkbox"/>            |
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|                                                                                     | Pages                   | <input type="checkbox"/>            |
|                                                                                     | Pages                   | <input type="checkbox"/>            |

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



## PA 32: INVITATION TO BID PART A

|                                                                                                                       |                                                                                                          |               |            |               |       |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|---------------|------------|---------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                      |                                                                                                          |               |            |               |       |
| BID NUMBER:                                                                                                           | JHB/23/39                                                                                                | CLOSING DATE: | 08/11/2023 | CLOSING TIME: | 11:00 |
| DESCRIPTION                                                                                                           | DEPARTMENT OF JUSTICE: BENONI MAGISTRATE COURT: RENDERING OF CLEANING SERVICES FOR A PERIOD OF 24 MONTHS |               |            |               |       |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).</b> |                                                                                                          |               |            |               |       |

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

OR POSTED TO:

### SUPPLIER INFORMATION

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

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

## PART B TERMS AND CONDITIONS FOR BIDDING

- BID SUBMISSION:**
  - BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
  - ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
  - 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).
  - WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/

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

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

**Note Well:**

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

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

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

**THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF RENDERING OF CLEANING SERVICES FOR THE PERIOD OF 24 MONTHS**

|                          |                                                                                                              |                         |                  |
|--------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------|------------------|
| <b>Project title:</b>    | DEPARTMENT OF JUSTICE: RENDERING OF CLEANING SERVICES FOR THE PERIOD OF 24 MONTHS AT BENONI MAGISTRATE COURT |                         |                  |
| <b>Bid no:</b>           | JHB 23/39                                                                                                    |                         |                  |
| <b>Advertising date:</b> | 19 OCTOBER 2023                                                                                              | <b>Closing date:</b>    | 08 NOVEMBER 2023 |
| <b>Closing time:</b>     | 11:00                                                                                                        | <b>Validity period:</b> | 84 days          |

### 2.1 Substantive responsiveness criteria

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

|    |                                     |                                                                                                                                                                                                                                                                        |
|----|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | <input checked="" type="checkbox"/> | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.                                                                                                                                                                |
| 2  | <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender). |
| 3  | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited.                                                                                                                                                                                                                                 |
| 4  | <input type="checkbox"/>            | Submission of (PA-32): Invitation to Bid                                                                                                                                                                                                                               |
| 5  | <input type="checkbox"/>            | Registration on National Treasury's Central Supplier Database.                                                                                                                                                                                                         |
| 6  | <input type="checkbox"/>            | Submission of record of attending compulsory virtual bid clarification / site inspection meeting.                                                                                                                                                                      |
| 7  | <input checked="" type="checkbox"/> | The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.                                                                                                                |
| 8  | <input checked="" type="checkbox"/> | The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.                                                                                                                                                   |
| 9  | <input checked="" type="checkbox"/> | All parts of tender documents submitted must be fully completed in ink and signed where required                                                                                                                                                                       |
| 10 | <input checked="" type="checkbox"/> | The DPW-16 (EC): Compulsory site inspection Certification must be completed by the bidder and signed by the DPWI official. (Attendance register will serve as proof where the Project Manager did not sign the DPW-16)                                                 |
| 11 | <input checked="" type="checkbox"/> | The salaries must not be less than the minimum wage as stipulated by the Department of Labour                                                                                                                                                                          |
| 12 | <input checked="" type="checkbox"/> | Form of Offer (DPW-07) must be completed in figures and in words                                                                                                                                                                                                       |

### 2.2 Administrative responsiveness criteria

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

|   |                                     |                                                                                                                                                                                                                              |
|---|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <input checked="" type="checkbox"/> | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .                 |
| 2 | <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| 3 | <input checked="" type="checkbox"/> | Submission of (PA-09 (GS)): List of Returnable Documents                                                                                                                                                                     |

|    |                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4  | <input checked="" type="checkbox"/> | Submission of (PA-11): Bidder's disclosure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 5  | <input checked="" type="checkbox"/> | Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6  | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 7  | <input checked="" type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 8  | <input type="checkbox"/>            | The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 9  | <input checked="" type="checkbox"/> | Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 10 | <input checked="" type="checkbox"/> | Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 11 | <input checked="" type="checkbox"/> | <p>* Submission of a valid letter for Tendering Purposes from the Department of Labour in respect of COIDA</p> <p style="text-align: center;">OR</p> <p>* Submission of a valid letter of Good standing from the Department of Labour in respect of COIDA</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 12 | <input checked="" type="checkbox"/> | <ul style="list-style-type: none"> <li>- The bidder should sign an undertaking to pay the Cleaners wages according to the Department of Labour Sectoral Determination in the contract sector.</li> <li>- In terms of submitting Public Liability Insurance the bidder must complete and sign the declaration to agree that in an event that any injury or damage may occur the bidder will be responsible for all the legal claims that may rise while on duty during the execution of the bidder's on site.</li> <li>- The bidder should sign the Declaration for an undertaking to make use of South African National Standards approved Cleaning materials.</li> <li>- The bidder should sign the Declaration for an undertaking to comply with EPWP implementation.</li> <li>- The bidder should sign the Declaration for security screening</li> </ul> |
| 13 | <input type="checkbox"/>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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

| <b>For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</b> |           |                                                                                                                                                          |                                       |                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>                                                                                                                                                            | Serial No | Specific Goals                                                                                                                                           | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim                                                                        |
|                                                                                                                                                                                     | 1.        | An EME or QSE which is at least 51% owned by black people.                                                                                               | 10                                    | ID Copy.<br>or<br>SANAS Accredited BBBEE Certificate/ Sworn Affidavit.<br>or<br>CSD Report.<br>or<br>CIPC (Company registration)        |
|                                                                                                                                                                                     | 2.        | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area. | 2                                     | Office Municipal Rates Statement.<br>or<br>Permission to occupy from local chief in case of rural areas (PTO).<br>or<br>Lease Agreement |
|                                                                                                                                                                                     | 3.        | An EME or QSE which is at least 51% owned by women.                                                                                                      | 4                                     | ID Copy<br>or<br>CSD Report                                                                                                             |



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

|  |    |                                                                      |   |                                                                                                                                                                                              |
|--|----|----------------------------------------------------------------------|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |    |                                                                      |   | or<br>CIPC (Company Registrations)                                                                                                                                                           |
|  | 4. | An EME or QSE which is at least 51% owned by people with disability. | 2 | Medical Certificate<br>or<br>South African Social Security Agency (SASSA) Registration<br>or<br>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) |
|  | 5. | An EME or QSE which is at least 51% owned by youth.                  | 2 | ID Copy<br>or<br>CSD Report<br>Or<br>CIPC                                                                                                                                                    |

**For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**



| Serial No | Specific Goals                                                                                                                                           | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim                                                                                                                             |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.        | An EME or QSE which is at least 51% owned by black people.                                                                                               | 10                                    | ID Copy.<br>or<br>SANAS Accredited BBBEE Certificate/<br>Sworn Affidavit.<br>or<br>CSD Report.<br>or<br>CIPC (Company registration)                                                          |
| 2.        | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area. | 2                                     | Office Municipal Rates Statement.<br>or<br>Permission to occupy from local chief in case of rural areas (PTO).<br>or<br>Lease Agreement                                                      |
| 3.        | An EME or QSE which is at least 51% owned by women                                                                                                       | 4                                     | ID Copy<br>or<br>CSD Report<br>or<br>CIPC (Company Registrations)                                                                                                                            |
| 4.        | An EME or QSE which is at least 51% owned by people with disability.                                                                                     | 2                                     | Medical Certificate<br>or<br>South African Social Security Agency (SASSA) Registration<br>or<br>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) |
| 5.        | An EME or QSE which is at least 51% owned by youth.                                                                                                      | 2                                     | ID Copy<br>or<br>CSD Report<br>or<br>CIPC                                                                                                                                                    |

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

| Serial No                                            | Specific Goals                                                                                                                                                           | Preference Points Allocated out of 10 | Documentation to be submitted by bidders to validate their claim                                                                                                                             |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                                                   | An EME or QSE which is at least 51% owned by black people.                                                                                                               | 4                                     | ID Copy.<br>or<br>SANAS Accredited BBBEE Certificate/<br>Sworn Affidavit.<br>or<br>CSD Report.<br>or<br>CIPC (Company registration)                                                          |
| 2.                                                   | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.                 | 2                                     | Office Municipal Rates Statement.<br>or<br>Permission to occupy from local chief in case of rural areas (PTO).<br>or<br>Lease Agreement                                                      |
| 3.                                                   | An EME or QSE which is at least 51% owned by women                                                                                                                       | 2                                     | ID Copy<br>or<br>CSD Report<br>or<br>CIPC (Company Registrations)                                                                                                                            |
| <input type="checkbox"/> 4. <input type="checkbox"/> | An EME or QSE which is at least 51% owned by people with disability.                                                                                                     | 2                                     | Medical Certificate<br>or<br>South African Social Security Agency (SASSA) Registration<br>or<br>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) |
| <input type="checkbox"/> 5. <input type="checkbox"/> | An EME or QSE which is at least 51% owned by youth.<br><br><b>NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)</b> |                                       | ID Copy<br>or<br>CSD Report<br>Or<br>CIPC                                                                                                                                                    |

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

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

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

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

| Functionality criteria: | Weighting factor: |
|-------------------------|-------------------|
|                         |                   |
|                         |                   |
|                         |                   |
|                         |                   |
|                         |                   |
|                         |                   |
|                         |                   |
| <b>Total</b>            | <b>100 Points</b> |

|                                                                       |  |
|-----------------------------------------------------------------------|--|
| <b>Minimum functionality score to qualify for further evaluation:</b> |  |
|-----------------------------------------------------------------------|--|

**6. COLLECTION OF BID DOCUMENTS:**

- ☒ Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- ☒ Alternatively; Bid documents may be collected during working hours at the following address 78 De Korte street, Braamfontein, 2017. A non-refundable bid deposit of R 200 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 25 Harpur Avenue, Benoni, 1501 on 27/10/2023 starting at 11:00 am. Venue Benoni Magistrate Court. *(if applicable)*

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

|                            |                                |                      |             |
|----------------------------|--------------------------------|----------------------|-------------|
| <b>DPW Project Leader:</b> | PHINDILE NENZHELELE            | <b>Telephone no:</b> | 011 713 613 |
| <b>Cell no:</b>            | 066 012 0811                   | <b>Fax no:</b>       |             |
| <b>E-mail:</b>             | phindile.nenzhelele@dpw.gov.za |                      |             |

**8. DEPOSIT / RETURN OF BID DOCUMENTS:**

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

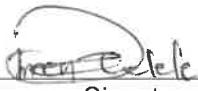


Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms –

|                                                                                                                                                                                                                                                                                                                            |    |                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BID DOCUMENTS MAY BE POSTED TO:</b><br><br>THE DIRECTOR -GENERAL<br>DEPARTMENT OF PUBLIC WORKS<br>PRIVATE BAG X 78<br>BRAAMFONTEIN<br>2017<br>ATTENTION:<br><b>PROCUREMENT SECTION: ROOM <i>insert room no</i></b><br><br><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i> | OR | <b>DEPOSITED IN THE TENDER BOX AT:</b><br><br><i>insert physical address</i><br><i>insert building name</i><br><i>insert street name</i><br><i>insert room no</i> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**9. COMPILED BY:**

|                        |                                                                                   |               |              |
|------------------------|-----------------------------------------------------------------------------------|---------------|--------------|
| Phindile Nezhelele     |  | Admin Officer | 17/10/202325 |
| Name of Project Leader | Signature                                                                         | Capacity      | Date         |



### COST BREAKDOWN RANDBURG MAGISTRATE COURT

The total bid price for this service must include all labour, uniforms, equipments and material required for the proper execution of the work and shall be carried over to the form of offer (DPW-07) which must be returned together with this document.

The completion period of the service is **24 months**

The bidder must fill in this Cost Breakdown in full. Both monthly and 12 months price must be filled in full as well as the total for 24 months.

### BENONI MAGISTRATE COURT YEAR 01

| Items                                                                                                                                                                    | Year 1  |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|
|                                                                                                                                                                          | Monthly | 12 Months (year1) |
| Salaries cleaners (19)                                                                                                                                                   | R       | R                 |
| UIF cleaners (19)                                                                                                                                                        | R       | R                 |
| COIDA /Provident Fund cleaners (19)                                                                                                                                      | R       | R                 |
| Leave pay cleaners (annual/sick/family resp) (19)                                                                                                                        | R       | R                 |
| Bonus cleaners (accumulative payable once a year) (19)                                                                                                                   | R       | R                 |
| Salaries Supervisor (01)                                                                                                                                                 | R       | R                 |
| UIF Supervisor (01)                                                                                                                                                      | R       | R                 |
| COIDA / Provident Fund Supervisor (01)                                                                                                                                   | R       | R                 |
| Leave pay Supervisor (annual/sick/family resp)                                                                                                                           | R       | R                 |
| Supervisor Bonus (accumulative payable once a year) (01)                                                                                                                 | R       | R                 |
| Project leader Salary (01)                                                                                                                                               | R       | R                 |
| UIF Project Leader (01)                                                                                                                                                  | R       | R                 |
| COIDA / Provident Fund Project leader (01)                                                                                                                               | R       | R                 |
| Leave Project Leader(annual/sick/family resp)                                                                                                                            | R       | R                 |
| Project Leader Bonus (accumulative payable once a year) (01)                                                                                                             | R       | R                 |
| Uniform - PPE (All employees) (21) Protective clothing for cleaners, supervisor and project leader (full attire i.e. worksuit or industrial house coat and safety shoes) | R       | R                 |
| Equipment's (All necessary equipment i.e vacuum cleaner, scrubbing machine, mop, bucket, etc for the completion of the contract)                                         | R       | R                 |
| Materials: (All material shall be deemed to be included , toilet papers, hand towel , liquid soap etc)                                                                   | R       | R                 |
| Deep cleaning of carpets bi-annually (± 3500 square metres)                                                                                                              | R       | R                 |
| Overheads                                                                                                                                                                | R       | R                 |
| Profit                                                                                                                                                                   | R       | R                 |
| Sub Total (Year 1)                                                                                                                                                       | R       | R                 |
| VAT @ 15%                                                                                                                                                                | R       | R                 |
| Grand Total year 01                                                                                                                                                      | R       | R                 |
|                                                                                                                                                                          |         |                   |
| Name of bidder .....                                                                                                                                                     |         | Signature.....    |



public works  
& infrastructure

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

The total bid price for this service must include all labour, uniforms, equipments and material required for the proper execution of the work and shall be carried over to the form of offer (DPW-07) which must be returned together with this document.

The completion period of the service is **24 months**

The bidder must fill in this Cost Breakdown in full. **Both monthly and 12 months price must be filled in full as well as the total for 24 months.**

**BENONI MAGISTRATE COURT YEAR 02**

| Items                                                                                                                                                                    | Year 2  |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------|
|                                                                                                                                                                          | Monthly | 12 Months (year2) |
| Salaries cleaners (19)                                                                                                                                                   | R       | R                 |
| UIF cleaners (19)                                                                                                                                                        | R       | R                 |
| COIDA cleaners (19)                                                                                                                                                      | R       | R                 |
| Leave pay cleaners (annual/sick/family resp) (19)                                                                                                                        | R       | R                 |
| Bonus cleaners (accumulative payable once a year) (19)                                                                                                                   | R       | R                 |
| Salaries Supervisor (01)                                                                                                                                                 | R       | R                 |
| UIF Supervisor (01)                                                                                                                                                      | R       | R                 |
| COIDA / Provident Fund Supervisor (01)                                                                                                                                   | R       | R                 |
| Leave pay Supervisor (annual/sick/family resp)                                                                                                                           | R       | R                 |
| Supervisor Bonus (accumulative payable once a year) (01)                                                                                                                 | R       | R                 |
| Project leader Salary (01)                                                                                                                                               | R       | R                 |
| UIF Project Leader (01)                                                                                                                                                  | R       | R                 |
| COIDA / Provident Fund Project leader(01)                                                                                                                                | R       | R                 |
| Leave Project Leader(annual/sick/family resp)                                                                                                                            | R       | R                 |
| Project Leader Bonus (accumulative payable once a year)(01)                                                                                                              | R       | R                 |
| Uniform - PPE (All employees) (21) Protective clothing for cleaners, supervisor and project leader (full attire i.e. worksuit or industrial house coat and safety shoes) | R       | R                 |
| Equipment's (All necessary equipment i.e vacuum cleaner, scrubbing machine, mop, bucket, etc for the completion of the contract)                                         | R       | R                 |
| Material (All material shall be deemed to be included , toilet papers, hand towel , liquid soap etc)                                                                     | R       | R                 |
| Deep cleaning of carpets bi-annually (± 3500 square metres)                                                                                                              | R       | R                 |
| Overheads                                                                                                                                                                | R       | R                 |
| Profit                                                                                                                                                                   | R       | R                 |
| Sub Total (year 2)                                                                                                                                                       | R       | R                 |
| VAT @ 15%                                                                                                                                                                | R       | R                 |
| Grand Total (year 2)                                                                                                                                                     | R       | R                 |
| Total Grand price for (Year 01 + Year 02) to be carried over to DPW-07                                                                                                   |         | R                 |

Name of bidder ..... Signature .....

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

Tender no: JHB/23/39

### OFFER

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

DEPARTMENT OF JUSTICE: BENONI MAGISTRATE COURT: RENDERING OF CLEANING SERVICES FOR A PERIOD OF 24 MONTHS

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

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

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

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

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

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

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

|                                                                                                                                                                                                                        |    |                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Company or Close Corporation:</p> <p>.....</p> <p>.....</p> <p>And: Whose Registration Number is:</p> <p>.....</p> <p>And: Whose Income Tax Reference Number is:</p> <p>.....</p> <p>CSD supplier number: .....</p> | OR | <p>Natural Person or Partnership:</p> <p>.....</p> <p>.....</p> <p>Whose Identity Number(s) is/are:</p> <p>.....</p> <p>Whose Income Tax Reference Number is/are:</p> <p>.....</p> <p>CSD supplier number: .....</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

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

**AND WHO IS:**

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

**SIGNED FOR THE TENDERER:**

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

Tender no: JHB/23/39

**WITNESSED BY:**

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

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

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

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

**SECURITY OFFERED:**

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

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

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

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

.....

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

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

Fax No .....

Postal address .....

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

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

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

**ACCEPTANCE**

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

**Tender no:** JHB/23/39

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

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

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

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

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

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

**For the Employer:**

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

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

**WITNESSED BY:**

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

Tender no: JHB 23/39

**Schedule of Deviations**

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

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

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



## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

YES / NO

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

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

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

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

YES / NO

- 2.2.1 If so, furnish particulars:

.....  
.....

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

YES / NO

- 2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;  
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;  
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.  
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.  
3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.  
3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

### RESOLVED that:

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

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

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

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

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

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

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

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

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

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

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

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

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

### **RESOLVED that:**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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



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

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

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

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

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

**Note:**

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-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

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

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

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

### RESOLVED that:

#### RESOLVED that:

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

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

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

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
- 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.
- Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

*(tick whichever is applicable).*

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

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

1.3.1 **Price; and**

1.3.2 **Specific Goals**

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

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

## 1.5 Breakdown Allocation of Specific Goals Points

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

### All Acquisitions

Table 1

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

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

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

All Acquisitions

Table 2

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

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

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

All Acquisitions

Table 3

| Serial No | Specific Goals                                                                                                 | Preference Points allocated out of 10 | Documentation to be submitted by bidders to validate their claim for points                                                                                               |
|-----------|----------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.        | An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals</b> (HDI) | 4                                     | <ul style="list-style-type: none"> <li>• ID Copy</li> <li>• Or</li> <li>• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable</li> <li>• Or</li> </ul> |

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

| Serial No | Specific Goals                                                            | Preference Points allocated out of 10 | Documentation to be submitted by bidders to validate their claim for points                                                                          |
|-----------|---------------------------------------------------------------------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | An EME or QSE or any entity which is at least 51% owned by <b>youth</b> . |                                       | <ul style="list-style-type: none"> <li>• ID Copy</li> <li>• Or</li> <li>• CSD Report</li> <li>• Or</li> <li>• CIPC (company registration)</li> </ul> |

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

## 2. DEFINITIONS

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

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

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

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

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

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

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

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

|                                    |       |
|------------------------------------|-------|
| .....                              |       |
| <b>SIGNATURE(S) OF TENDERER(S)</b> |       |
| <b>SURNAME AND NAME:</b>           | ..... |
| <b>DATE:</b>                       | ..... |
| <b>ADDRESS:</b>                    | ..... |
|                                    | ..... |
|                                    | ..... |
|                                    | ..... |

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

Tender no: \_\_\_\_\_

Name of Tenderer ..... ☐ EME<sup>1</sup> ☐ QSE<sup>2</sup> ☐ Non EME/QSE (tick applicable box)

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

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

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

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

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



***DEPARTMENT OF PUBLIC WORKS***

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**TERMS OF REFERENCE: SPECIFICATION FOR THE  
RENDERING OF CLEANING SERVICES FOR 24  
MONTHS AT  
BENONI MAGISTRATE COURT**

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THE BUILDING IS SITUATED AT

**DEPARTMENT OF JUSTICE: BENONI MAGISTRATE COURT COURT**

THE CONTRACT WILL BE FOR A PERIOD OF 24 MONTHS FROM DATE OF ACCEPTANCE OF THE SUCCESSFUL BIDDER BY THE DEPARTMENT OF PUBLIC WORKS

SPECIFICATION FOR THE CLEANING OF BUILDING

Square meterage of area to be cleaned  $\pm 15\ 835.83\ m^2$ .

|       |                                                                                                                                                                                                                                                |                                                                                                                              |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 1.    | Cleaning Services must be supplied for the period Mondays to Fridays excluding Public Holidays. Arrangements must be made by the Contractor with the occupants of the building for times when the services are required or can be carried out. |                                                                                                                              |
| 1.1   | <b>DAILY</b>                                                                                                                                                                                                                                   |                                                                                                                              |
| 1.1.1 | All floors, steps, escalators, passages, entrances, lifts and tea Kitchens.<br><br>Polish and shine all floor and floor surfaces                                                                                                               | Sweep / damp sweep to ensure a high degree of tidiness.<br><br>Polish with approved floor polish to ensure high gloss floors |
| 1.1.2 | Ashtrays and wastepaper baskets in offices, passage and entrances.                                                                                                                                                                             | Empty, wash or wipe with a damp rag, and replace as found.                                                                   |
| 1.1.3 | Toilet bowls, toilet seats, loose urinals, and wash basins, tiles, mirrors, showers, restrooms and drinking fountains.                                                                                                                         | Clean and disinfect with approved disinfecting materials as required.                                                        |
| 1.1.4 | Desks and furniture in offices as well as glass writing surfaces & telephones.                                                                                                                                                                 | Dust off with dust rag or wipe with a damp cloth.                                                                            |
| 1.1.5 | Windowsills, glass doors and hand rails.                                                                                                                                                                                                       | Dust and wipe with a damp cloth if required.                                                                                 |
| 1.1.6 | Outside, cement surfaces, around buildings. As well as internal courtyards that form part of the building / garages and paving.<br><br>Vacuum all carpet floor covering                                                                        | Pick up any rubbish daily.<br><br>Vacuum floor mats/carpets to remove all dust                                               |
| 1.1.8 | Computer rooms, strong rooms and cash halls cleaning must be arranged with the occupant.                                                                                                                                                       |                                                                                                                              |
| 1.1.9 | Courts must be cleaned before 9H 00 am.                                                                                                                                                                                                        |                                                                                                                              |

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| 1.1.10 | Cells must be cleaned daily.                                                                                               |                                                                                  |
| 1.1.11 | After 14H00 all the rubbish bins and ashtrays must be cleaned and washed in all the offices, lobbies and hallways.         |                                                                                  |
| 1.1.12 | Rubbish lying around must be removed immediately when found during the day.                                                |                                                                                  |
| 1.2    | <b>WEEKLY</b>                                                                                                              |                                                                                  |
| 1.2.2  | Toilet doors, venetian blinds, partitioning, door taps and metal surfaces.                                                 | Damp wipe or wash with recognised washing liquid where necessary and scrubbed.   |
| 1.2.3  | Walls and ceilings                                                                                                         | Must be dusted/ Damp wipe.                                                       |
| 1.2.4  | All brass items inside and outside the building                                                                            | Must be cleaned with polish and well buffed.                                     |
| 1.2.5  | All the safes and storerooms                                                                                               | Must be cleaned.                                                                 |
| 1.2.6  | Furniture                                                                                                                  | Must be polished with approved polish. Either spray or liquid.                   |
| 1.2.7  | Telephones, heaters and fans                                                                                               | Wipe with a damp cloth, which has been put in liquid with a disinfecting liquid. |
| 1.2.8  | Marble surfaces, stone and cement floors, outside steps and stairs.                                                        | Machine washes with soap solution. Neutral detergent.                            |
| 1.2.9  | Tar surfaces, parking areas, parking garages. As well as outside cement surfaces around buildings.                         | Sweep clean with brooms and scrub if dirty.                                      |
| 1.2.10 | Carpets must be vacuumed [weekly].                                                                                         |                                                                                  |
| 1.2.11 | Floors / Wooden floors must be sprayed and buffed / scrubbed and polished.                                                 |                                                                                  |
| 1.2.12 | The rubbish must be put in front of the building every applicable day to be taken away by the Municipality.                |                                                                                  |
| 1.2.13 | The Rubbish bins outside must be placed once a week and the garbage bags must be changed frequently as and when necessary. |                                                                                  |

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| PLEASE NOTE: The contractor will be held responsible for any damage caused to vehicles. |                                                                                                                                     |                                                                             |
| 1.2.14                                                                                  | Lift, floor, doors, roof, walls                                                                                                     | Wash with soap solution.                                                    |
| 1.2.15                                                                                  | All copper and brass fittings.                                                                                                      | Polish with approved metal polish.                                          |
| 1.2.16                                                                                  | Loose mats and wall-to-wall carpeting.                                                                                              | Vacuum and remove marks and stains where necessary.                         |
| 1.3                                                                                     | <b>MONTHLY</b>                                                                                                                      |                                                                             |
| 1.3.1                                                                                   | Wood, block and vinyl floors.                                                                                                       | Scrub as required to remove marks / stains and polish with non-slip polish. |
| 1.3.2                                                                                   | Walls, lampshades and all surfaces that can be cleaned.                                                                             | Damp wipe / Wash to insure a high degree of tidiness.                       |
| 1.3.3                                                                                   | All wooden panels against walls                                                                                                     | Must be polished.                                                           |
| 1.3.4                                                                                   | All the lights                                                                                                                      | Must be dusted.                                                             |
| 1.4                                                                                     | <b>QUARTERLY</b>                                                                                                                    |                                                                             |
| 1.4.1                                                                                   | Glass partitions windows and doors.                                                                                                 | Wash to insure a high degree of tidiness.                                   |
| 1.4.2                                                                                   | Furniture with material coverings.                                                                                                  | Vacuum and remove stains and dirty marks.                                   |
| 1.4.3                                                                                   | Parking areas including basements and garages.                                                                                      | Machine scrub with soap solution.                                           |
| 1.4.4                                                                                   | Windows                                                                                                                             | Wash to ensure high degree of tidiness                                      |
| 1.4.5                                                                                   | Strip and seal the floor.                                                                                                           | To ensure high degree of shining.                                           |
| 1.5                                                                                     | <b>HALF YEARLY</b>                                                                                                                  |                                                                             |
| 1.5.1                                                                                   | Shampoo carpet with high foam liquid                                                                                                | To maintain colour                                                          |
| 2.                                                                                      | <b>THE SERVICE PROVIDER WILL BE RESPONSIBLE FOR THE PROVISION OF:</b>                                                               |                                                                             |
| 2.1                                                                                     | Polisher Machines Mop Trolleys and Vacuum cleaners                                                                                  |                                                                             |
| 2.2                                                                                     | Toilet paper [Single ply 500 sheets – White] ( twice per day in each bathroom)                                                      |                                                                             |
| 2.3                                                                                     | Hand soap [SABS approved – bars or liquid]                                                                                          |                                                                             |
| 2.4                                                                                     | Disinfectants and air fresheners [SABS approved Neutral detergent which sanitises and leaves a fragrant smell]. Similar to Germatol |                                                                             |
| 2.5                                                                                     | Paper hand towels ( Folded or a roll depending on the type of dispenser installed once per week)                                    |                                                                             |
| 2.6                                                                                     | Ammoniated liquid detergent (Handy Andy or similar to handy Andy)                                                                   |                                                                             |
| 2.7                                                                                     | Dish Wash Liquid                                                                                                                    |                                                                             |
| 2.8                                                                                     | Deo-blocks                                                                                                                          |                                                                             |

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| 2.9       | Gel detergent ( <b>Citrus/Pine gel</b> )                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                              |
| 2.10      | Floor Sealer or Polymer floor dressing                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                              |
| 2.11      | Spray products ( <b>Spray buff polish</b> )                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                              |
| 2.12      | Descaler ( <b>Toilet Bowl Cleaner</b> )                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                              |
| 2.13      | Furniture polish                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                              |
| 2.14      | Heavy duty non-ammoniated stripper                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                              |
| 2.15      | The provision of sterile containers ( <b>she- bins</b> ) in ladies toilets in which sanitary towels may be disposed of required [ <b>Similar to Steiner's system with weekly or fortnightly service</b> ].                                                                                                                                                                                                                                          |                                                                                                                                                                              |
| 2.16      | Refuse bags and <b>all other consumables including brooms and brushes</b>                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                              |
| <b>3.</b> | <b>GENERAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                              |
| 3.1       | Warning signs must be provided and displayed when the floors are washed or polished.                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                              |
| 3.2       | Safety belts must be supplied and worn each time the windows are being washed on the outside.                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                              |
| 3.3       | An Authorised officer from Department of Public Works will carry out regular inspections to ensure that the work is done according to the above-mentioned specifications.                                                                                                                                                                                                                                                                           |                                                                                                                                                                              |
| 3.4       | In the above-mentioned specification the following words namely Dust, Sweep, Clean, Wash, Vacuum and Polish has the meaning as set out here under.                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                              |
| 3.4.1     | Dust                                                                                                                                                                                                                                                                                                                                                                                                                                                | Clean with a duster and dust cloth.                                                                                                                                          |
| 3.4.2     | Sweep                                                                                                                                                                                                                                                                                                                                                                                                                                               | Clean away all dirt and dust with a broom.                                                                                                                                   |
| 3.4.3     | Clean                                                                                                                                                                                                                                                                                                                                                                                                                                               | Wipe with a wet cloth and remove marks if any by applying a cleaning detergent.                                                                                              |
| 3.4.4     | Wash                                                                                                                                                                                                                                                                                                                                                                                                                                                | Clean all dirt and dust with a mop.                                                                                                                                          |
| 3.4.5     | Vacuum                                                                                                                                                                                                                                                                                                                                                                                                                                              | Vacuum all dirt and dust clean with a vacuum cleaner or brush.                                                                                                               |
| 3.4.6     | Polish                                                                                                                                                                                                                                                                                                                                                                                                                                              | Apply a polish, which is applicable, and polish with applicable instrument after floors, counters, furniture, wood panels or copper work had been dusted, cleaned or washed. |
| <b>4.</b> | <b>PROVISION OF CLEANING MATERIALS AND EQUIPMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                              |
| 4.1       | <p>The contractor will be responsible for the provision of all cleaning materials and equipment that may be required to ensure efficient service. In this regard the contractor will ensure he/she has equipment in stock to see that there is no disturbance or delay in the service been offered.</p> <p>The equipment must at all times be clean and in a working condition Maintenance of the equipment is the contractor's responsibility.</p> |                                                                                                                                                                              |
| 4.2       | The contractor undertakes to provide proper plastic bags for the removal of wastepaper basket paper at own cost. This waste paper must be delivered to a central point daily on the ground floor of the building or in and area as agreed to with the building manager.                                                                                                                                                                             |                                                                                                                                                                              |
| <b>5.</b> | <b>CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR</b>                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                              |
| 5.1       | The contractor's personnel must make use of store and rest room facilities as indicated. It will be the responsibility of the contractor to ensure that these facilities are clean and tidy.                                                                                                                                                                                                                                                        |                                                                                                                                                                              |

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| 5.2  | The contractor and his/her personnel are prohibited from reading or going through records in offices.                                                                                                                                                                                                                                                                                        |
| 5.3  | Files and other correspondence on desks, racks, etc., must be placed back in the position in which it was found after cleaning such areas.                                                                                                                                                                                                                                                   |
| 5.4  | The contractor undertakes to keep the number of workers allowed in a building to the essential amount required and that the necessary supervision of staff will be strictly monitored and supervised.                                                                                                                                                                                        |
| 5.5  | Personal hygiene of the contractor, his personnel, and agents must be maintained at an acceptable standard at all times.                                                                                                                                                                                                                                                                     |
| 5.6  | In accordance with the law on control and entry to public areas and vehicles, 1985(law 5.3 of 1985), employees will be subject to the conditions as set out in Article Z (2) of the mentioned law.                                                                                                                                                                                           |
| 5.7  | The occupant of an office shall have the right to request employees of the contractor to leave an office if he/she receives a visitor or telephone call.                                                                                                                                                                                                                                     |
| 5.8  | Employees of the contractor shall not loaf about the building or use the benches or chairs in public areas to relax on. At the end of each workday and no later than the normal closing time, all employees of the contractor must be out of the premises. No employee is allowed after working hours except if they have permission from the responsible officer in charge of the building. |
| 5.9  | Personnel of the contractor have, subject to other conditions of this contract, right of entry to all areas to supply a service. If the service is not required in a specific area at certain times then entry to the area is prohibited.                                                                                                                                                    |
| 5.10 | Without prejudicing the contractor's right to choose his/her own personnel, the Department reserves the right to, at all times to indicate personnel to the contractor who is a security, health or safety risk. Such persons will not be allowed to be used by the contractor to carry out his duties.                                                                                      |
| 5.11 | In such a case the contractor will immediately honour the Departments request and shall have no claim of loss or damage against the Department.                                                                                                                                                                                                                                              |
| 5.12 | Each employee of the contractor will be provided with a photo identity card by the contractor. The card must have the following particulars,<br>a) Name of Firm (Contractor)<br>b) Name of employee<br>c) Identity number of Employee<br>d) Signature of the Employee                                                                                                                        |
| 5.13 | The employee will wear the permit on a visible place when he/she is working in the involved building. The necessary control over these permits must be provided as not to allow such permits to fall into unauthorised hands.                                                                                                                                                                |
| 5.14 | The employees or persons in the service of the contractor who are working in or around an involved building providing the services as stated in this contractor must at all times be dressed in a manner which is to the Departments approval.                                                                                                                                               |
| 5.15 | No information may be provided by the contractor or his affiliates of state activities to the public or news media.                                                                                                                                                                                                                                                                          |

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| 6.  | <b>IDENTITY</b>                                                                                                                                                                                                                                                                                                                                                                                          |
| 6.1 | The contractor and his/her affiliates enter on the premises at own risk.                                                                                                                                                                                                                                                                                                                                 |
| 6.2 | The contractor indemnifies the Department against any occurrence that he is aware of or not aware of his/her personnel that are used for services that fall outside this contract.                                                                                                                                                                                                                       |
| 6.3 | The contractor will at own cost take out an insurance policy against any claim, cost, loss or damage resulting from duties and shall ensure that such insurance is valid for the entire period of the contractor. Such an insurance Policy must be handed over to the Department on termination of this contract.                                                                                        |
| 7   | <b>ELECTRICAL EQUIPMENT</b>                                                                                                                                                                                                                                                                                                                                                                              |
| 7.1 | The contractor shall not use defective electrical equipment, which could cause the earth leakage to trip. Any damage of whatever nature caused by this will be for the contractor account. All leads and extension leads must be of the correct capacity to carry the load of the involved machinery and will be 3 phases and not 2 phases.                                                              |
| 7.2 | The contractor may only use electrical equipment that will normally be used in normal circumstance for purposes named in this agreement. The contractor may under no circumstances fiddle with the electrical installations in the building or make changes to it without the Departments prior consent.                                                                                                 |
| 7.3 | With the exception of connections at existing power points provided by the Department, the contractor may not make connections to the electrical system. Only equipment that does not require above 1250 watts to operate may be used at such power points                                                                                                                                               |
| 7.4 | The equipment used by the contractor shall where applicable comply with the law on Machinery and Occupational Safety, 1985 (Law no. 6 of 1993). Under no circumstances shall the equipment used such as vacuum cleaners etc., exceed the sound factor of 66aB (Decibels) within one meter of the equipment.                                                                                              |
| 8.  | <b>NUISANCE</b>                                                                                                                                                                                                                                                                                                                                                                                          |
| 8.1 | The contractor and his/her personnel will not be allowed to perform any act or duty on the premises, which in the mind of the Department will be of nuisance, danger or possible nuisance or danger to any person on the premises or that could cause damage to the property.                                                                                                                            |
| 8.2 | Personnel must behave in a soberly orderly manner at all times.                                                                                                                                                                                                                                                                                                                                          |
| 8.3 | Silence must be reasonably maintained at all times.                                                                                                                                                                                                                                                                                                                                                      |
| 9.  | <b>CURTAILMENT OF SERVICES</b>                                                                                                                                                                                                                                                                                                                                                                           |
| 9.1 | <p>The Department reserves the right to change any part of the service as a whole with one month's written notice to the contractor.</p> <p>This, however, will only occur if a certain part(s) of the premises is vacated, the occupants change or for security reasons. The contract amount shall, in such a case be amended from the date of vacating the premises with an amount as agreed upon.</p> |

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| 9.2  | Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force major (viz major) the Department will, in it's discretion determine which part(s) of the premises cannot or should not be put to further use for the original utilisation and in respect of the unusable part(s) of the premises, the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favour of the one party against the other shall result there from. In respect of the remaining part(s) of the premises which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change, if the damaged premises is repaired the Department can request the contractor to resume the cleaning service by one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable. |
| 10.  | <b>CAUTION SIGNBOARDS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 10.1 | The contractor will be compelled to display neat caution signboards or signs, of which the size and design must be clearly visible in the area where the contractor or his employees are busy working. (Such as toilets, passages etc.) The signs must also be clearly visible in areas where the services rendered can cause injuries to any person or persons and must be able to attract a persons attention to show that services are been carried out in the area.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 10.2 | It is hereby specially agreed upon that the Contractor throughout the duration of the contract period, will be compelled to do everything within his/her means and wherever practicable possible to ensure that all signs, printwork, notices, or any written material that is displayed in accordance with clause 9.1 appear in English.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 11.  | <b>BREACH OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 11.1 | If the services rendered are interrupted or temporarily suspended as a result of any labour dispute, civil summons, a local or national disaster or any other cause outside the reasonable control of the Contractor both parties will agree mutually on methods to continue with essential services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 12.  | <b>PERIOD OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 12.1 | The term of this contract shall be for a period of (24) twenty four months as from the date of acceptance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 13.  | <b>INFLAMMABLE AND POISONOUS MATERIAL AND OTHER CHEMICALS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13.1 | The Contractor shall not use or store any poisonous or highly inflammable substances and other chemicals on the premises without the written consent of the Department or the rendering of the service or any other purpose.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 14.  | <b>SUB-LETTING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 14.1 | Neither the whole nor any portion of this contract shall be made over or transferred to any other party without the prior written consent of the Director-General, Department of Public Works or his Deputy having been obtained.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 15.  | <b>EQUIPMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 15.1 | The contractor will be responsible for the provisioning and maintenance of all equipment, which may be necessary to ensure effective service. In this regards the Contractor will ensure that there will be no break in the service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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| 16.    | <b>SUPERVISION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16.1   | The contractor must ensure that there is always effective supervision of staff and activities at all times.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16.2   | Continuous, within reachable supervision are called for, daily Monday to Friday, Public Holidays excluded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 16.3   | Supervisors must in all respects respond to reasonable request of the appointed personnel.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 17.    | <b>OBLIGATIONS OF THE CONTRACTOR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 17.1   | Where practically possible, all complaints concerning the service being performed, must receive immediate attention, but in any case not later than the following workday.                                                                                                                                                                                                                                                                                                                                                                                                     |
| 17.2   | The Contractor undertakes:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 17.2.1 | To co-operate with the safety officer of the building at all times and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 17.2.2 | To keep the resting facilities, which are supplied neat and tidy at all times.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 17.3   | <p>In carrying out the Contract, the Contractor shall conform to all laws, regulations or By Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto, for instance the Occupational health and Safety Act, Act 85 of 1993.</p> <p>The Contractor will indemnify, protect, defend and hold harmless the Client from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of this contract or it's implementation</p> |
| 18.    | <p><b>DRESS CODE</b></p> <p>The successful bidder will be required:</p> <ol style="list-style-type: none"> <li>1) to ensure that a uniform displaying the company logo and name are worn at all times</li> <li>2) Ensure that staff uniform is clean and neat at all times.</li> <li>3) To ensure that all cleaning staff wear identity tags at all times, when cleaning services are rendered in the building</li> </ol>                                                                                                                                                      |

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| 18.1 | <p><b>SITE MEETING</b></p> <p>Bidders are advised that:</p> <ol style="list-style-type: none"> <li>1. If there are any queries arising from this Bid document, bidders are welcome to raise their queries on the compulsory site meeting, bidders can also make written submissions to the NDPW at least 14 calendar days before the closing date of the bid in order to enable NDPW or its appointed agent(s) to respond adequately.</li> <li>2. <b>Please note that notwithstanding the above, bidders should do a complete site inspection prior to submitting their bid to familiarise themselves with the circumstances and conditions pertaining to the service as well as with a view to assess the extent and scope of work.</b></li> </ol> <p>Officer which <u>must</u> be contacted is:</p> <p><b>Ms Phindile Nenzhelele</b></p> <p><b>Tel. No. [011] 713 6138</b></p> <p><b>At Cnr Dekorte and Debeer Street, Braamfontein. Mineralia Building</b></p> |
| 19.  | <b>CONTRACT AMOUNT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 19.1 | <p>The contract amount for the period is R ----- for 24 months</p> <p>Please indicate: VAT included / VAT excluded.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 20.  | <b>PAYMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 20.1 | A period of 30 days after submission of an original invoice and all supporting documents must be allowed for payment to be effected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 20.2 | The successful Tenderer, must for the purpose of payment, register himself with the Department of Public Works by completing the applicable form within <b>TWO (2) weeks</b> after the tender has been approved, in order to be paid electronically. THE PMIS CREDIT ORDER INSTRUCTION is obtainable from the Regional Manager, Department of Public Works, Private Bag X3, Braamfontein, 2017 or cnr Dekorte and Debeer Street, Mineralia Building, Braamfontein and must be completed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 20.4 | <b>The Contractor shall receive no payment for day(s) when the cleaning service has not been rendered. The contractor must provide a relief worker if the permanently appointed cleaner is unable to render the cleaning service due to illness or has taken a leave.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 20.3 | <b>An original invoice regarding the service rendered must be sent to Department of Public Works (National) to reach the office on the first day of every month.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|      |                                                                                                                                                                                                                                                                                                                     |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 21.  | <b>PRO-RATA DECREASE OF PAYMENT:</b>                                                                                                                                                                                                                                                                                |
| 21.1 | If at any time the service is not rendered in accordance with the conditions of the contract or the specification, the right is reserved to adjust payment pro-rata.                                                                                                                                                |
| 21.2 | Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be a condemnation, waiving or ratification of such departure, breach or failure to comply unless such condemnation, waiving or the Department of Public Works has agreed non-fulfilment to in writing. |
| 22.  | <b>TERMINATION OF SERVICE</b>                                                                                                                                                                                                                                                                                       |
| 22.1 | The stipulations of the State Tender Board's General Conditions and Procedures (PA-10) apply in particular to cases of any failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.                                                                                |

## Deep cleaning

### DEEP CLEANING PROCEDURE

#### Definitions

An intensive, heavy-duty clean using chemicals, mechanical actions and high-pressure cleaners.

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

- 1) All chemicals are SABS/STANSA approved
- 2) All chemicals are environmentally friendly
- 3) Chemicals contain bactericides and disinfectants
  - i) **Sterilizer** – kills all microbes leaving a sterile surface
  - ii) **Disinfectant** – kill most known microbes – usually benchmark organisms selected for their difficulty to kill
  - iii) **Sanitiser** – reduces the number of specified organisms to a certain safe level.
  - iv) **Virucide** – kills most known viruses
  - v) **Fungicide** – used to kill fungi such as athletes foot etc
  - vi) **Tuberculocide** – kills the bacteria, which causes TB. It is a separate classification, since TB bacteria are very hardy.

| DEEP CLEANING OF BUILDING                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AREA                                           | ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <u>Cells and surrounding areas</u>             | <p>All accessible fixtures and fittings are cleaned and disinfected.</p> <p>Where possible traps on urinals and basins, gratings and other parts are removed so that the unit can be cleaned thoroughly. All walls, partitions, and floors surrounding the units will be washed. All units are high pressure blasted to flush deposits or growths through the plumbing into the main line. All defective sanitary fittings and plumbing will be reported. Lights will be cleaned.</p> <p>Where possible graffiti will be removed, however should it be engraved, painted or indelible we will not be held responsible for this.</p> <p>Thoroughly clean and disinfect the immediate areas</p> <p>Floors will be washed with neutral detergent and disinfectants.</p>                                                                                                                                      |
| <u>Floors</u>                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <u>General areas</u>                           | <p>All accessible fixtures and fittings are cleaned and disinfected. Where possible shower drains and traps on urinals and basins, gratings and other parts are removed so that the unit can be cleaned thoroughly. All walls, partitions, and floors surrounding the units will be washed. All units are high pressure blasted to flush deposits or growths through the plumbing into the main line. All defective sanitary fittings and plumbing will be reported. Lights will be cleaned.</p> <p>All taps, plugs, chains outlets, channels and gullies are cleaned and disinfected. Taps are polished.</p> <p>Remove all scale deposits and algae from internal and external surfaces.</p> <p>Clean deposits and any obstruction from overflows.</p> <p>Clean and remove deposits from floor channels and outlets and grids.</p> <p>Apply chemicals to remove deposits from inside of waste pipes.</p> |
| <u>Hand basins, showers, baths &amp; sinks</u> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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

***(This must be done at the start of the contract and thereafter every six months. This is NOT normal day to day cleaning, but a highly specialised cleaning method)***

**NOTA BENE:** The contractor must adhere to the following Acts:

- Basic Conditions of Employment Act no. 75 of 1997.
- Occupational Health and Safety Act no. 85 of 1993.

**PLEASE NOTE**

- The contractor will be held liable for any damage or loss suffered by the State as a result of the contractors own or his/her employee's negligence or intent which originated at the site.
- The State is indemnified against any liability compensation or legal expenses in respect of the following cases: The contractor will be notified in writing of the particulars of each claim he/she is liable for:
- Loss or injuries which might be sustained during the execution of duties.
- Damage to or destruction of any equipment or property of the contractor.

**Name of bidder :** \_\_\_\_\_

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



## EXECUTION PLAN FOR BENONI MAGISTRATE COURT

|     |                                            |    |
|-----|--------------------------------------------|----|
| 1.1 | Full time number of Cleaners               | 19 |
| 1.2 | Supervisor                                 | 01 |
| 1.3 | Project Leader                             | 01 |
| 1.4 | Full time workers including the Supervisor |    |

**NB. Number of cleaners must not be less than indicated in the execution plan.**

- (i) Are you registered in terms of Section 28 of the Unemployment Insurance Act, 1966? **Yes/No**  
If yes, please include copy of registration.
- Is proof of registration with UIF attached? **Yes/No**
- Are you registered in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act, 1993 /application thereof? **Yes/No**  
If yes, include Certificate of Compliance / Proof of application
- Is Certificate of Compliance attached? **Yes/No**

### Prices

Tender prices must be firm for the duration of the contract.

### Site Inspection

- Did you attend the site inspection meeting? **Yes/No**
- Certificate submitted? **Yes/No**



**public works  
& infrastructure**

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**Price Structure**

**Wages**

**Compliance with labour legislation**

Tenders must be registered with the Unemployment Insurance Fund and the Compensation Fund.

Tenderers must also comply with any applicable wage order/ Determination or agreement, in terms of the Labour Relations Act or Wage Act.

**Remuneration**

Is your industry regulated by a wage order/determination?  
Or agreement in terms of the Labour Relations Act? **Yes/No**

If so, what is the minimum wage you pay to unskilled  
Workers in your sector, per month? R\_\_\_\_\_



## UNDERTAKING FOR CLEANING MATERIALS AND CHEMICALS

|                    |                                                                                                            |
|--------------------|------------------------------------------------------------------------------------------------------------|
| Project title      | DEPARTMENT OF JUSTICE: RENDERING OF CLEANING SERVICES AT BENONI MAGISTRATE COURT FOR A PERIOD OF 24 MONTHS |
| Quotation number   | JHB 23 /39                                                                                                 |
| Advert date        | 19/10/2023                                                                                                 |
| Site briefing date | 27/10/2023                                                                                                 |
| Closing date       | 08/11/2023                                                                                                 |

I \_\_\_\_\_ from the Company

### Hereby undertake:

- To make use of South African National Standard approved Cleaning materials.
- Should the bidder be found not using the approved cleaning materials and chemicals, the Department will notify the bidder in writing for non-compliance.
- Failure to comply the bid will be terminated.

Signed by : \_\_\_\_\_  
Director of the Company

Company name : \_\_\_\_\_

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



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

## UNDERTAKING FOR EPWP

|                    |                                                                                                            |
|--------------------|------------------------------------------------------------------------------------------------------------|
| Project title      | DEPARTMENT OF JUSTICE: RENDERING OF CLEANING SERVICES AT BENONI MAGISTRATE COURT FOR A PERIOD OF 24 MONTHS |
| Quotation number   | JHB 23 /39                                                                                                 |
| Advert date        | 19/10/2023                                                                                                 |
| Site briefing date | 27/10/2023                                                                                                 |
| Closing date       | 08/11/2023                                                                                                 |

I \_\_\_\_\_ from the Company

**Hereby undertake:**

- To comply with EPWP implementation requirements

**You are further requested to provide the Department with the following information after the first and subsequent months of the contract period.**

- Certified copies of Identity documents for the beneficiaries.
- Attendance registers.
- Proof of payments for their salaries.

Name of the person: \_\_\_\_\_

Signature of representative: \_\_\_\_\_

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



## UNDERTAKING FOR PUBLIC LIABILITY INSURANCE

|                    |                                                                                                            |
|--------------------|------------------------------------------------------------------------------------------------------------|
| Project title      | DEPARTMENT OF JUSTICE: RENDERING OF CLEANING SERVICES AT BENONI MAGISTRATE COURT FOR A PERIOD OF 24 MONTHS |
| Tender number      | JHB 23 / 39                                                                                                |
| Advert date        | 19/10/2023                                                                                                 |
| Site briefing date | 27/10/2023                                                                                                 |
| Closing date       | 08/11/2023                                                                                                 |

I \_\_\_\_\_ from the Company

\_\_\_\_\_

Hereby undertake to:

- Be responsible for all the legal claims that may arise while on duty during the execution of the duties on site in the event that any injury or damage may occur.
- I hereby exonerate the Department from any third party liability that may arise.
- In the event of any legal process against the Department arising within the scope of my responsibility the former will notify the bidder in writing herein.

Signed by : \_\_\_\_\_  
Director of the Company

Signature : \_\_\_\_\_

Company name : \_\_\_\_\_

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



## DECLARATION FOR SECURITY VETTING

|                    |                                                                                                            |
|--------------------|------------------------------------------------------------------------------------------------------------|
| Project title      | DEPARTMENT OF JUSTICE: RENDERING OF CLEANING SERVICES AT BENONI MAGISTRATE COURT FOR A PERIOD OF 24 MONTHS |
| Quotation number   | JHB 23 /39                                                                                                 |
| Advert date        | 19/10/2023                                                                                                 |
| Site briefing date | 27/10/2023                                                                                                 |
| Closing date       | 08/11/2023                                                                                                 |

I \_\_\_\_\_ from the Company

### Hereby undertake to:

1. I/We hereby declare that as the company **Director/s** before the bid is awarded will be subjected to a security vetting process and I/We will provide the Department with all the information required to execute the screening process.
2. I/We further declare that, all the **employees** relevant to the bid in question will also be subjected to security vetting, and the required documentation should be submitted to Security Management Unit within 14 days from the date of receipt herein.

Signed by : \_\_\_\_\_  
Director of the Company

Signature : \_\_\_\_\_

Company name : \_\_\_\_\_

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



## UNDERTAKING FOR WAGES

|                               |                                                                                                          |
|-------------------------------|----------------------------------------------------------------------------------------------------------|
| Project title                 | DEPARTMENT OF JUSTICE: BENONI MAGISTRATE COURT: RENDERING OF CLEANING SERVICES FOR A PERIOD OF 24 MONTHS |
| Quotation number              | JHB 23/39                                                                                                |
| Advert date                   | 19/10/2023                                                                                               |
| Compulsory Site briefing date | 27/10/2023                                                                                               |
| Closing date                  | 08/11/2023                                                                                               |

I \_\_\_\_\_ from the Company

### Hereby undertake:

- To pay the cleaner's wages according to the Department of Labour Sectoral Determination in the contract sector. The salaries should not be less than what the Department of Labour has stipulated for Cleaners wages.
- Failure to sign the declaration will deem the bid non-responsive.
- Should the bidder be found not using the approved wages by Department of Labour, the Department will notify the bidder in writing for non-compliance.
- Failure to comply the bid will be terminated.

Signed by : \_\_\_\_\_  
Director of the Company

Company name : \_\_\_\_\_

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



## DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

|                |                                                                                                                     |               |  |
|----------------|---------------------------------------------------------------------------------------------------------------------|---------------|--|
| Project title: | <b>DEPARTMENT OF JUSTICE: RENDERING OF CLEANING SERVICES FOR THE PERIOD OF 24 MONTHS AT BENONI MAGISTRATE COURT</b> |               |  |
| Tender no:     | JHB 23/39                                                                                                           | Reference no: |  |
| Closing date:  | 08/11/2023                                                                                                          |               |  |

This is to certify that I, \_\_\_\_\_ representing  
\_\_\_\_\_ in the company of  
\_\_\_\_\_ visited the site on: **27/10/2023**

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

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

|                            |           |            |
|----------------------------|-----------|------------|
| Phindile Nenzhelele        |           | 27/10/2023 |
| Name of DPW Representative | Signature | Date       |