

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

PLEASE TAKE NOTE:

BID NUMBER: DBN25/01/01

ADVERT DATE: 17 JANUARY 2025

CLOSING TIME: 11:00

CLOSING DATE: 10 FEBRUARY 2025

SITE MEETING DATE: 28 JANUARY 2025 @ 11:00 am (DEPARTMENT OF JUSTICE: SCOTTBURGH MAGISTRATE COURT)

CLIENT: DEPARTMENT OF JUSTICE: SCOTTBURGH MAGISTRATE COURT: PROVISION OF CLEANING AND HYGIENE SERVICE FOR A PERIOD OF 36 MONTHS TERM CONTRACT
BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

The Tax Clearance Certificate for Bid Purposes from the Receiver of Revenue and the NDPWI G.S PA32 Form of Offer and Acceptance must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

BID DOCUMENTS MAY BE POSTED TO

BID SECTION
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
157 MONTY NAICKER
DURBAN
4001

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

OR

THE BID DOCUMENTS MAY BE DEPOSITED IN AN ALLOCATED BID BOX BY ENTRANCE, CNR PINE STREET (MONTY NAICKER) AND ALIWAL (SAMORA MACHEL) STREET, DURBAN

	S A M O R A	
	M A C H E L	NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
MONTY		NAICKER

Project Leader: Ms Jabu Ngcokana (083 289 8156)

Administrative Enquiries: Ms Senzeni Masondo at (031 314 7078/ 066 262 2677)/ Ms Nobuhle Gwala (031 314 7021/ 071 380 8247) and Thulisile Ndhlovu (031 314 7061/ 082 781 9578)

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

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

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

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

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

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

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

1. <http://www.publicworks.gov.za>
2. <http://www.etenders.gov.za>



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

PROJECT DESCRIPTION: Department of Justice: Scottburgh Magistrate Court: 36 Months Contract for Cleaning and Hygiene Service.

BID NO: DBN25/01/01

Closing Date: 10 February 2025
Closing Time: 11:00 am

Bid Briefing Meeting Date: Tuesday, 28 January 2025

Bid Briefing Meeting time: 11:00 am

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
Annex Building
Corner Aliwal Street and Pine Street (157 Monty Naicker)
Durban
4001

SCM SPECIFIC ENQUIRIES:

Enquires: **Senzeni Masondo**
Tel No: **031 314 7078** during office hours
Cell No: **066 262 2677**
Email Address: senzeni.masondo@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Jabu Ngcokana**
Tel No: **031 314 7270** during office hours
Cell No: **083 289 8156**
Email Address: Jabu.ngcokana@dpw.gov.za

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SUMMARY OF BID INFORMATION

Bid Number	DBN25/01/01	
Bid/ Project Description	Department of Justice: Scottburgh Magistrate Court: 36 Months Contract for Cleaning and Hygiene Service.	
Bid Closing date & Time	Monday, 10 February 2025	Closing Time: 11:00 am
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> Tuesday, 28 January 2025	<i>Time of Bid Briefing (if any)</i> 11:00 am
Venue	Scottburgh Magistrate Court	
SCM SPECIFIC ENQUIRIES:	Senzeni Masondo	senzeni.masondo@dpw.gov.za
	031 314 7078	066 262 2677
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Jabu Ngcokana	Jabu.ngcokana@dpw.gov.za
	031 314 7270	083 289 8156
Bid Validity Period	84 days	
Bid Document Price	Free of Charge	
Procurement Plan Reference Number	391	

PA 32: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	DBN25/01/01	CLOSING DATE:	Monday, 10 February 2025
		CLOSING TIME:	11:00 am
DESCRIPTION	Department of Justice: Scottburgh Magistrate Court: 36 Months Contract for Cleaning and Hygiene Service.		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID

BOX SITUATED AT (STREET ADDRESS)

BOX ALLOCATED WITH THE SAME TENDER NUMBER (DBN25/01/01) BY THE SECURITY IN PINE STREET ENTRANCE

157 Monty Naicker (Former Pine Street: Building close to taxi rank)

OR POSTED TO:

Bidders are encouraged to Drop the documents on their own on the Box allocated with the same tender number. Should the bidder opt to send Bid document via Courier, it is the responsibility of the sent courier that the document is dropped on the correct tender box.

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 THE BID IS SIGNED (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.))				
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE TAXES)	R

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	Jabu Ngcokana
CONTACT PERSON	Senzeni Masondo	TELEPHONE NUMBER	031 314 7072
TELEPHONE NUMBER	031 314 7078	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Jabu.ngcokana@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	083 289 8156

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

- | |
|---|
| <p>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.</p> <p>b) All delivery costs must be included in the bid price, for delivery at the prescribed destination.</p> <p>c) The price that appears on this form is the one that will be considered for acceptance as <u>a firm and final offer</u>.</p> <p>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).</p> <p>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.</p> |
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PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	Department of Justice: Scottburgh Magistrate Court: 36 Months Contract for Cleaning and Hygiene Service.		
Bid no:	DBN25/01/01	Procurement Plan Reference no:	391
Advertising date:	Friday, 17 January 2025	Closing date:	Monday, 10 February 2025
Closing time:	11:00 am	Validity period:	84 calendar days

1. FUNCTIONALITY CRITERIA APPLICABLE

- 1.1. The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

Functionality criteria¹:	Weighting factor:										
Experience Bidders must attach appointment letter or order payment and a completion letter indicating the start and the end date (that clearly stating the value and showing or indicating that the project has been completed) with contactable reference as proof of prior experience pertaining to cleaning and hygiene services project successfully executed. Letter must be within the past five years <table> <tr> <td>Project to the value between R191 500.00 to R 383 000.00</td><td>10 Points</td></tr> <tr> <td>Project to the value between R 383 000.01 to R 574 500.00</td><td>20 Points</td></tr> <tr> <td>Project to the value between R 574 500.01 to R 766 000.00</td><td>30 Points</td></tr> <tr> <td>Project to the value between R 766 000.01 to R 957 500.00</td><td>40 Points</td></tr> <tr> <td>Project to the value R 957 500.01 and above</td><td>50 Points</td></tr> </table>	Project to the value between R191 500.00 to R 383 000.00	10 Points	Project to the value between R 383 000.01 to R 574 500.00	20 Points	Project to the value between R 574 500.01 to R 766 000.00	30 Points	Project to the value between R 766 000.01 to R 957 500.00	40 Points	Project to the value R 957 500.01 and above	50 Points	50
Project to the value between R191 500.00 to R 383 000.00	10 Points										
Project to the value between R 383 000.01 to R 574 500.00	20 Points										
Project to the value between R 574 500.01 to R 766 000.00	30 Points										
Project to the value between R 766 000.01 to R 957 500.00	40 Points										
Project to the value R 957 500.01 and above	50 Points										
Locality Bidders must attach proof of business physical address (it must be in the company name) as the following: Lease agreement, Letter from the local councillor, induna, inkosi or a Municipality bill <table> <tr> <td>Service provider operating within 100km and above</td><td>02 Points</td></tr> <tr> <td>Service provider operating within 99.99km to 90.00km</td><td>04 Points</td></tr> <tr> <td>Service provider operating within 89.99km to 70.00km</td><td>06 Points</td></tr> <tr> <td>Service provider operating within 69.99km to 50.00km</td><td>08 Points</td></tr> <tr> <td>Service provider operating with 49.99 or Less</td><td>10 Points</td></tr> </table>	Service provider operating within 100km and above	02 Points	Service provider operating within 99.99km to 90.00km	04 Points	Service provider operating within 89.99km to 70.00km	06 Points	Service provider operating within 69.99km to 50.00km	08 Points	Service provider operating with 49.99 or Less	10 Points	10
Service provider operating within 100km and above	02 Points										
Service provider operating within 99.99km to 90.00km	04 Points										
Service provider operating within 89.99km to 70.00km	06 Points										
Service provider operating within 69.99km to 50.00km	08 Points										
Service provider operating with 49.99 or Less	10 Points										

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

Ownership: if more than one option appears a bidder will be allocated the maximum points	15
Other companies 05 Points	
Co-operatives, military veterans 10 Points	
People with disabilities and women	
Submission of PA-14 medical certificate as proof of disability 15 Points	
Financial Rating	25
Submission of a company bank stamped statement not older than three months from the date of closing of the tender	
Minimum figure of R 239 413.11 and above 25 Points	
TOTAL	100

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	70%
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

The reason for minimum functionality score being 70% is, the department main priority to provide the client with cleaning service of high quality and standard and to ensure that the recommended bidder has enough capacity and resources to undertake and execute a project of this nature and magnitude.

2. EVALUATION METHOD FOR RESPONSIVE BIDS

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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2.1 The 80/20 Preference points scoring system will be applicable for this bid

3. RESPONSIVENESS CRITERIA

3.1. Indicate substantive responsiveness criteria applicable for this tender.
Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☒	Submission of PA-32: Invitation to Bid
6	☒	Submission of record of attending compulsory briefing session. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
7	☒	Registration on National Treasury's Central Supplier Database.
8	☒	<i>Submission of copy of NCCA/BCCCI certificate, valid as at the time of closing of tender (subject to verification)</i>
9	☒	<i>The tenderer shall submit his fully priced Bill of Quantities/ Lump Sum Document (complete document inclusive of all parts) together with his tender</i>
10	☐	
11	☐	
12	☐	

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

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

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	☒	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.
7	☒	<i>Submission of letter of good standing for workman compensation (COIDA)</i>
8	☐	
9	☐	
10	☐	

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

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

1.	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☒	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.
8.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	☐	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☐	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	☐	
13.	☐	
14.	☐	

3.4. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

4.1. 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 for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
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	- Official Municipal Rates Statement which is in the name of the bidder. - Or - Any Account or statement which is in the name of the Bidder. - Or - Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. - and - Medical Certificate indicating that the disability is permanent - or - South African Social Security Agency (SASSA) registration indicating that the disability is permanent - Or - National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

5. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

6. COLLECTION OF TENDER DOCUMENTS

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

☐ Alternatively; Bid documents may be collected during working hours at the following address
NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.

A non-refundable bid deposit of **Free of Charge** is payable (cash only) on collection of the bid documents.

7. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be a compulsory bid briefing meeting and all potential bidders must attend. Details of the compulsory bid briefing meeting is indicated in the table below:

Venue:	Scottburgh Magistrate Court		
Virtual meeting link:	n/a		
Date:	<i>Date of Bid Briefing (if any)</i> Tuesday, 28 January 2025	Starting time:	<i>Time of Bid Briefing (if any)</i> 11:00 am

8. ENQUIRIES

8.1 Technical enquiries may be addressed to:

DPWI Project Manager	Jabu Ngcokana	Telephone no:	031 314 7270
Cellular phone no	083 289 8156	Fax no:	None
E-mail	Jabu.ngcokana@dpw.gov.za		

8.1 SCM enquiries may be addressed to:

SCM Official	Senzeni Masondo	Telephone no:	031 314 7078
Cellular phone no	066 262 2677	Fax no:	None
E-mail	senzeni.masondo@dpw.gov.za		

9. DEPOSIT / RETURN OF TENDER 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 Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Closing Date: Monday, 10 February 2025

Closing Time: 11:00 am

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X Bidders are encouraged to drop documents on their own. Documents must be deposited in The Bid Box before the closing date of the bid	OR	Deposited in the tender box at: The Bid Box DBN25/01/01 Department of Public Works & Infrastructure Corner Aliwal & Pine Street (157 Monty Naicker & Samora Machell) Durban 4001
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FUNCTIONALITY EVALUATION CRITERIA

Functionality Criteria is Applicable as per PA-04

Bidders to refer on the Functionality Criteria provided on page 6 of 50 and page 7 of 50

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: DBN25/01/01

Bid/ Project Description: Department of Justice: Scottburgh Magistrate Court: 36 Months Contract for Cleaning and Hygiene Service.

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

1. INTRODUCTION

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

2. DURATION OF CONTRACT

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

3. SUBMISSION REQUIREMENTS

- 3.1 Bidders must be registered with the Bargaining Council for the Contract Cleaning Services Industry (BCCI) in KZN.
- 3.2 Bidders must be registered on (CSD) **Central Supplier Database** NB: ensure the overall Tax status is *compliant*.
- 3.3 Bidders must comply strictly with the Basic Conditions of Employment Act (BCEA), Act 75 of 1997, as amended and any applicable sectoral determination in regard to salaries and wages on contract cleaning services.

4. CONTRACTUAL ASPECTS

- 4.1 The terms of this specification and all contracts emanating therefrom will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 4.2 Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- 4.3 The bid document, together with the specifications contained in this document, shall constitute part of the Contract.
- 4.4 Bidders shall not perform any work or render any services in terms of the Contract unless in receipt of a written instruction to this effect by the Department.
- 4.5 The successful bidder must advise the Regional Manager: Department of Public Works immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

5. WORK SCHEDULE

- 5.1 The official working hours for this contract, will be from 07:00 to 15:30, Monday to Friday. Lunch break between 12:00 to 13:00 will be permitted.
- 5.2 The service required in terms of this bid will be for week days only, therefore, not required on weekends or public holidays. Absence from work must be managed internally by the successful bidder and not hamper service delivery.

6. MINIMUM REQUIREMENTS

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

7. NATURE AND SCOPE OF SERVICES TO BE RENDERED

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

8. EVALUATION METHODOLOGY

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

<i>Evaluation of Functionality</i>		
#	Criteria	Weight
	Bidders must attached appointment letter or order payment and a completion letter indicating the start and the end date (that clearly stating the value and showing or indicating that the project has been completed) with contactable reference as proof of prior experience pertaining to cleaning and hygiene services project successfully executed. Letter must be within the past five years	
	Project to the value between R191 500.00 to R 383 000.00	10 Points
	Project to the value between R 383 000.01 to R 574 500.00	20 Points
	Project to the value between R 574 500.01 to R 766 000.00	30 Points
	Project to the value between R 766 000.01 to R 957 500.00	40 Points
		50%

	Project to the value R 957 500.01 and above	50 Points	
2	Locality Bidders must attach proof of business physical address (it must be in company name) as following: Lease agreement, Letter from the local councillor, induna/ inkosi or a Municipality bill. Service provider operating within 100km and above 02 Points Service provider operating within 99.99km to 90.00km 04 Points Service provider operating within 89.99km to 70.00km 06 Points Service provider operating within 69.99km to 50.00km 08 Points Service provider operating within 49.99km or Less 10 Points		10%
	Ownership: if more than one option appears a bidder will be allocated the maximum points Other companies 05 Points Co-operatives military veterans 10 Points People with disabilities and women Submission of PA-14 medical certificate as proof of disability 15 Points		15%
	Financial Rating Financial Rating Submission of a company bank stamped statement not older than three months from the date of closing of the tender Minimum figure of R 239 413.11 and above that will accommodate 3 months 25 Points		25%
	Total		100
	Minimum Threshold		70%

- 8.3 Bids that score **70%** or less of the points for functionality will be eliminated from further consideration.
- 8.4 Thereafter, only qualifying bids are evaluated in terms of the **80/20 preference** points system, where the **80 points** will be used for price and the **20 points** for specific goals are awarded to the bidder for attaining B-BBEE status level contributor in accordance with the table depicted on the PA-04.

9. PRICING

- 9.1 Bidders must submit details regarding the bid price for the services on the Pricing **Schedule C** which must be submitted together with the bid documents.
- 9.2 The prices quoted must be firm for the duration of the contract and it is expected that bidders will cover the risk of price increases in the composition of the pricing structure.

9.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form.

- 9.4 Bidders' attention is drawn to **Schedule D** to assist them in compiling their bid price. The items listed in the schedule are not exhausted and bidders must allow for any or all other requirements in order to effect the necessary cleaning services.

10. SPECIFICATIONS & STANDARDS

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

11 . ORDERS

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

12 PAYMENTS

- 12.1 Payment will be made monthly on submission of an **Original Invoice** for the services rendered and delivery notes.
- 12.2 Invoices and delivery notes must be placed in a sealed envelope addressed to **The Department of Public Works** and deposited in the invoice boxes provided on the ground floor Public Works Building 157 Monty Naicker Road, by Securities (Bidders to note that entrance in Dr Pixley Ka Seme is temporally closed).
- 12.3 The original invoice must indicate / include the unique number for which month's payment is claimed, and must reflect the Order Number, contractor's banking details, full company name, SARS Income Tax Number, VAT Number (where vendor is registered) and signature of the contractor.
- 12.4 The original invoice must be submitted at the beginning of the first week of each month.
- 12.5 Payment shall be made by bank transfer into the successful bidder's bank account within 30 days after receipt of an acceptable, original and valid tax invoice.
- 12.6 The successful bidder shall be responsible for accounting to the appropriate authorities for its income tax, VAT, or other moneys required to be paid in terms of the applicable law.

13 DISCLAIMER

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

14 ABSENCE OF OBLIGATION

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

15 DEFAULT / BREACH OF CONTRACT AND CANCELLATION OF THE CONTRACT

- 15.1 In the event that the Department fails to pay the Contractor without valid reason, for 30 days, the contractor may cancel the contract by giving the Department one (1) month written notice of such cancellation.
- 15.2 In case where the successful bidder fails to commence with the contracted work/service within seven (7) days of receiving an official notification the Department may cancel the contract.
- 15.3 The Department reserves the right to terminate the contract in the event of the contractor failing to comply with applicable statutory obligations.
- 15.4 The Department reserves the right to terminate the contract in the event of persistent and unresolved complaints regarding poor service delivery from the user Departments.
- 15.5 Notwithstanding any other provision contained herein the Department shall be entitled to terminate this contract in the event of at least three written notifications during the currency of this contract having been furnished to the contractor requiring the latter to remedy his / her default.
- 15.6 For purposes of this contract a "written notification" shall include a notification transmitted by e-mail or facsimile.

16 OTHER

Inquiries can be directed as follows:

Bid Enquiries : Senzeni Masondo
Tel : (031) 314 7078

Specification Enquiries : Jabu Ngcokana
Tel: (031) 314 7270

SCHEDULE A

CLEANING STANDARDS AND NORMS

#	REQUIREMENTS	COMPLY		
		YES	NO	IF "NO", INDICATE DEVIATIONS
1.	Cleaning Detergents - Ammoniated liquid detergent cleaners shall comply with SABS 1225 - Acidic water bowl cleaner in powder or granule form shall comply with SABS 1256 - Liquid acidic cleaner for sanitary ware shall comply with SABS 1257			
2.	Disinfections - Disinfectant liquids of the coal tar type shall comply with SABS 47 - Disinfectant containing stabilised chlorine shall comply with SABS 643 - Detergent disinfectants based on stabilised inorganic chlorine compound shall comply with SABS 1032 - Disinfectants used for automatic dispensers to toilets and urinals shall comply with CKS 459			
3.	Polish The Bidder will be advised by DPW representative which furniture to be polished			
4.	Finishers (Walls & Floors) - Vinyl tiles, flooring shall be cleaned in accordance with SABS 1224 - Floor sealer for vinyl flooring will comply with SABS 1042 applied in accordance with the manufacturer's instructions - Ceramic tiles must be cleaned with normal tile cleaner - Wipe and strip wooden wall finishes with approved detergent complying with SABS 525 - Tile surfaces are to be cleaned with approved detergent complying with SABS 525 - All cleaning and maintenance of floor shall be carried out in accordance with SABS Code 0170 - Screed floor tiles to be cleaned with approved detergent complying with SABS 525			

	o Laminated floor covering to be cleaned with approved detergent complying with SABS 525			
5.	Carpets o All carpets must be vacuumed, cleaned daily with industrial standard equipment			
6.	Dusting, Wiping, Clean, etc. - o Wipe all surfaces areas with a clean damp cloth - o All ornaments, window sills needs to be dusted - o Turnstiles to be cleaned and polished - o Non-slip polish to be used on all surfaces			
7.	Overall Requirements			
	o Provide adequate vacuum cleaners, brooms, mops, dusters, cloths, detergents and cleaning trolleys			
	o Attached list of proposed equipment to be used			
	o Attached Organogram indicating the proposed team for this contract			
8.	Personnel Requirement			
	o Conduct business in a courteous and professional manner			
	o Ensure that all personnel working under this contract are in good health and pose no risk to any DPW employees			
	o Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and that can be clearly identified			
	o Ensure that all personnel under this contract are adequately trained prior to the commencement of the contract			
	o Ensure that replacement staff is available should the need arise			
	o Ensure that DPW is informed of any removal and replacement of personnel			
	o All personnel must be SA Citizens and DPW reserves the right to validate citizenship			
9.	General Conditions			
	o Equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act and any Regulations promulgated in terms of this Act and the standard instructions of DPW			
	o Provide all personnel working under this contract with			

	adequate Personnel Protective Equipment (PPE) and clothing and to ensure these items are worn at all times			
	o Comply with the relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc.			
	o DPW will not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract			
	o DPW will not accept responsibility for accounts / expenses incurred by the Service Provider that was not agreed upon by the contracting parties			
	o All broken / damaged items such as toilet seats, taps, etc. must be reported to the Court Manager for urgent attention o All cleaning equipment such as brooms, mops, cloths must be cleaned with an applicable disinfectant on a daily basis			

SCHEDULE B SCOPE OF WORK

DESCRIPTION	FREQUENCY
OFFICES, WAITING AREAS, BOARDROOMS, CUBICLES, COURT ROOMS, ETC.	
Furniture:	
o Wipe work stations and filing cabinets	Daily
o Clean / dust chairs	Weekly
o Wipe and dust Boardroom tables	Daily
o Vacuum upholstered chairs	Weekly
Internal Glassed:	
o Wipe glazed doors, including handles and frames	Daily
o Wipe glazed windows, including frames	Daily
Carpet Floor Covering:	
o Vacuum	Daily
o Spot clean marks	Daily
o Deep cleaning carpets	Twice per Annum

○ Deep cleaning of high traffic areas	As and when required
Wall Cleaning:	
○ Clean internal walls	Adhoc
○ Passage walls	Adhoc
Floor Cleaning:	
○ Broom sweep and wash floor tiles	Daily
Telephones	
○ Dust and damp-wipe telephones, including cables, etc.	Weekly
Curtains & Blinds:	
○ Wipe and dust blinds	Weekly
○ Vacuum curtains	Weekly
Plants:	
○ Water plants	Weekly
○ Clean artificial plants and plant containers	Weekly
Wipe / clean light switches, door handles and air condition diffuses	Weekly
Dust / wipe / clean office automation (fax machines, photocopiers, etc.)	Weekly
Dust / wipe / clean computers	Daily
HALL AND TELLER'S COUNTERS	
Floor / wooden tiles:	
○ Broom sweep and wash tiles	Daily
○ Machine scrub	Monthly
○ Strip tiles	Monthly
Dust / wipe / clean office automation (fax machines, photocopiers, etc.)	Weekly
Dust / wipe / clean computers	Daily
Wipe / clean security glass at teller's counters	Daily
Wipe / clean security entrance cubicle glass, doors and handles	Daily
Wipe down walls, doors, vending machines, public telephone booths and furniture	Daily
Wipe / clean light fittings, light switches, pictures and mirrors	Daily
Dust / wipe / clean reception and security furniture	Daily
Dust / wipe / clean access control equipment (e.g. x-ray machines and metal detectors)	Daily
Empty, clean and disinfect waste bins	Daily

Clean artificial plants and plant containers (if applicable)	Weekly
Water plants (if applicable)	Weekly
Dust / wipe blinds and vacuum curtains (if applicable)	Weekly
Wipe / clean directory boards	Weekly
KITCHEN	
Replenish hand towels	Daily
Floor / wooden tiles:	
o Broom sweep and wash tiles	Daily
o Machine scrub	Monthly
o Strip tiles	Monthly
Wipe / clean and disinfect appliances	Daily
Wipe down / clean and disinfect inside cupboard and doors	Daily
Wipe / clean and disinfect kitchen zinc	Daily
Wipe / clean and disinfect kitchen utensils, cutlery and crockery	Daily
LIFTS	
Broom sweep floor	Daily
Wipe all Mirrors	Daily
Wash and clean floor	Daily
Damp-Wipe control panel and all vertical surfaces	Daily
ENTRANCE HALL	
Floor / wooden tiles:	
o Broom sweep and wash tiles	Daily
o Machine scrub	Monthly
o Strip tiles	Monthly
Wipe down walls, doors, vending machines, public telephone booths and furniture	Daily
Wipe / clean light fittings, light switches, pictures and mirrors	Daily
Dust / wipe / clean reception furniture	Daily
Dust / wipe / clean access control equipment (e.g. x-ray machines and metal detectors)	Daily
Empty, clean and disinfect waste bins	Daily
Clean artificial plants and plant containers (if applicable)	Weekly
Water plants (if applicable)	Weekly

Vacuum carpets (if applicable)	Daily
Dust / wipe blinds and vacuum curtains (if applicable)	Weekly
ABLUTION FACILITIES	
○ Clean and was all urinals, wash hand basins and water closets	Daily
○ Wipe all Mirrors	Daily
○ Clean down and wipe all toilet doors	Daily
○ Replenish soap dispensers	Continuously
○ Place toilet rolls in dispensers	Continuously
○ Refill automated air fresheners (if applicable)	Daily
○ Replenish hand towels	Continuously
○ Empty SHE bins	Weekly
Floor Tiles:	
○ Broom sweep and wash floor tiles	Daily
○ Machine scrub	Monthly
○ Strip tiles	Monthly
Wall tiles splash backs:	
○ Wash tiles	Daily
COORIDORS / PASSAGES	
Floor Tiles:	
○ Broom sweep and wash floor tiles	Daily
○ Machine scrub	Monthly
○ Strip tiles	Monthly
○ Polish floors	Monthly
Dust / wipe / clean furniture, walls, doors, handles, cupboard doors, vending machines, public telephone booths, counter tops	Daily
Polish public benches	Weekly
Clean artificial plants and plant containers (if applicable)	Weekly
Water plants (if applicable)	Weekly
STORE ROOM	
Broom sweep, wash floors and vacuum	Daily
WASTE DISPOSAL	
Clean and empty all waste bins and receptacles	Daily

Wash all waste bins and receptacles	Weekly
WINDOWS	
Dust / clean / wash window sills	Daily
Cleaning of windows (internal and external)	Quarterly
Cleaning inter-office windows	Weekly
Removal of all bird droppings on windows	Weekly
CELLS AND HOLDING AREAS	
Broom sweep floors	Daily
Wash and disinfect walls and doors	Weekly
Empty, clean and disinfect waste bins	Daily
Deep cleaning holding areas and cells	Monthly
Deep cleaning of toilets	Monthly
Clean and disinfect toilet bowls and urinals	Daily
Remove graffiti marks	As and when required
Dust / clean metal bars	Daily
DEEP CLEANING TOILETS	
Cleaning toilets by spray	Monthly
PEST CONTROL	
Ants (Spray)	Every after three months
Cockroaches (Spray)	Every after three months
Rats (Pallets)	Every after three months
GROUNDS UPKEEP	
Dispose of all litter	Daily
Broom sweep yard	Weekly
Hose wash hard standing	Twice Monthly
REFUSE AREA / ROOM	
Broom sweep, clean, wash and disinfect refuse room / area	Weekly
Ensure refuse bins is ready for pick up by Municipality / removal company	Weekly
Clean, Wash and disinfect drains	Daily
Wipe down, clean and disinfect walls	Weekly
Wash and disinfect refuse bins	Weekly

BASEMENT AREA (If applicable)	
Broom sweep floors	Weekly
FIRE ESCAPE STAIRS (If applicable)	
Broom sweep floors	Weekly
GENERAL (ALL AREAS)	
Damp-wipe signage (of various sizes)	Weekly
Dust picture frames (of various sizes)	Twice Weekly
Spot clean finger marks from paintwork and light switches	Daily
Vacuum blinds	Monthly
Wipe and clean finger, water, coffee marks, etc. on all surfaces	Daily
Clean hand rails	Weekly
Clean and polish all upright metal fittings	Weekly
Wipe all internal doors	Weekly
Wipe all metal and timber shelves	Monthly
Dust light fittings	Twice Monthly
Wash / clean external entrance façade and pillars	Monthly
Wipe / clean external notice boards	Weekly
Remove graffiti marks	As and when required
	Weekly

PRICING SCHEDULE

Bid no: DBN25/01/01

Bid/ Project Description: Department of Justice: Scottburgh Magistrate Court: 36 Months Contract for Cleaning and Hygiene Service.

SCHEDULE C (PART 1)

1. PRICING SCHEDULE

SCOTTBURGH MAGISTRATE OFFICE

- NB:** 1. THIS SECTION MUST BE COMPLETED IN FULL AND IS TO BE SUBMITTED TOGETHER WITH THE BID
2. FAILURE TO COMPLETE THIS SECTION WILL RESULT IN DISQUALIFICATION FROM THE BIDDING PROCESS
3. **FAILURE TO COMPLY WITH BCCI WAGES RATES FOR EMPLOYEES IN THIS SECTION WILL RESULT IN DISQUALIFICATION DURING THE BIDDING PROCESS.**

SALARIES AND WAGES: BIDDER'S OWN PERSONNEL / MONTHLY

- a. ***This below rates include the following:** actual monthly wages, BCCCI levies, uniforms, NCCA & COIDA*

POSITION	LEGISLATIVE RATES	MONTHLY WAGE	NO. OF WORKER(S)	TOTAL FOR MONTHLY SALARY
General worker: Marc 2025 – Feb 2026 Actual Wage rate Actual Wage rate	R per hour	R	06	R
UIF @ 1% of monthly wage		R		R
Provident Fund @ 6% of monthly wage		R		R
COIDA @ 0.83% of monthly wage		R		R
Annual bonus paid on the month of December @3%		R		R
Absent, sick, maternity, Family resp. leave @ 7% of monthly basic wage		R		R
Uniforms/Overall: You are required in terms of Main Agreement to provide serviceable condition & free of charge any PPE.		R		R

Annual Leave: The employer to pay 21 consecutive days annual leave, which equates to 15 working days		R		R
Service SETA 23: If you are registered with SARS i.e. an employer & annual turnover is in R 6000 000 per year or payroll in excess of R 500 000 per year then you required to pay to SARS a 1% monthly levy		R		R
Total monthly salary inclusive of allowances			06 workers	R
Total of 12 months salaries inclusive of allowances			06 workers	R
General worker March 2026 – Feb 2027 Actual Wage rate	R	per hour	R	06 R
UIF @ 1% of monthly wage		R		R
Provident Fund @ 6% of monthly wage		R		R
COIDA @ 0.83% of monthly wage		R		R
Annual bonus paid on the month of December @3%		R		R
Absent, sick, maternity, Family resp. leave @ 7% of monthly basic wage		R		R
Uniforms/Overall: You are required in terms of Main Agreement to provide serviceable condition & free of charge any PPE.		R		R
Annual Leave: The employer to pay 21 consecutive days annual leave, which equates to 15 working days		R		R
Service SETA 23: If you are registered with SARS i.e. an employer & annual turnover is in R 6 000 000 per year or payroll in excess of R 500 000 per year then you required to pay to SARS a 1% monthly levy		R		R
Total monthly salary inclusive of allowances			06 workers	R
Total of 12 months salaries inclusive of allowances			06 workers	R

General worker March 2027– Feb 2028 Actual Wage rate	R hour per	R	06	R
UIF @ 1% of monthly wage		R		R
Provident Fund @ 6% of monthly wage		R		R
COIDA @ 0.83% of monthly wage		R		R
Annual bonus paid on the month of December @3%		R		R
Absent, sick, maternity, Family resp. leave @ 7% of monthly basic wage		R		R
Uniforms/Overall: You are required in terms of Main Agreement to provide serviceable condition & free of charge any PPE.		R		R
Annual Leave: The employer to pay 21 consecutive days annual leave, which equates to 15 working days		R		R
Service SETA 23: If you are registered with SARS i.e. an employer & annual turnover is in R 6 000 000 per year or payroll in excess of R 500 000 per year then you required to pay to SARS a 1% monthly levy		R		R
Total monthly salary inclusive of allowances			06 workers	R
Total of 12 months salaries inclusive of allowances			06 workers	R
Grand total of 36 months salaries inclusive of allowances				R

2.1 Cleaning Chemicals

BID NO: DBN25/01/01

MATERIAL	MONTHLY CONSUMABLES	COST PER ITEM	COST PER MONTH
Pink Soap/hand soap 5 Lt	06	R	R
Pine disinfectant /Germitol 5 Lt	06	R	R
Liquid soap equivalent to Sunlight liquid 5Lt	06	R	R
All purpose equivalent to Handy Andy 5Lt	03	R	R
Pine Gel 5Lt	02	R	R
Liquid floor polish 5 Lt	07	R	R
Deo-block 5kg/ Sweet cherry 5lt	02	R	R
Furniture Polish can equivalent to Mr Min/ Pledge 300ml	18	R	R
Bleach (Jik) 5Lt	01	R	R
Toilet paper (1ply) 48 rolls 500 sheets	20	R	R
Hand paper towel box of 2000	05	R	R
Refuse bags heavy duty pack of 20	07	R	R
Black dip (equivalent to Jeyes fluid) 5lt	02	R	R
Steelwool 1kg	01	R	R
Monthly cost on material			R
Total for 36 months			R

2.2 Consumables: every after 04 months' supply

MATERIAL	MONTHLY CONSUMABLES		COST PER MONTH
Gloves latex (10's)	01	R	R
Mutton cloth 500g	01	R	R
Carpet brooms	03	R	R
Soft broom	03	R	R
Mops (500g)	04	R	R
Upright dust long handled & brush with handles	04	R	R
Feather duster (long)	05	R	R
Swaps (pack of 5's)	01	R	R
Window cleaner 5lt	01	R	R
Kitchen sponges pack of 03	01	R	R
Floor radical stripper 5lt	03	R	R
Machine pads: Red, black& blue(pack)	01	R	R
Yellow duster pack of (12 in a pack)	04	R	R
Total cost per quarter			R
Total for 36 months			R

DESCRIPTION	QUANTITY	Service	Unit Price	COST
Chemicals for sanitary bins (Including hygienic bin liners, She bags and disinfectant chemical)	15 bins	Once per week service for each calendar month of contract	R	R
Air fresheners with batteries and Refills	12	Every month 10 min setting time and last 30 days	R	R
Urine/ Pee mats (box 10's)	06	Every month	R	R
Total for month				R
Total for 36 months				R

2.4 EQUIPMENT (RENTAL PRICE)

EQUIPMENT	UNIT PRICE	TOTAL
Polisher (industrial polisher R44) x 2	R	R
Vacuum cleaner (industrial cyclone 50)x 2	R	R
Sign board x 4	R	R
Wringer bucket x 4	R	R
Extension code on reel x 1	R	R
Window squeegees long x 4	R	R
Total		R

2.5 Deep Cleaning

DESCRIPTION	FREQUENCY	TOTAL
Cleaning of the carpet in the offices, boardrooms, passages court rooms and filling rooms Scrubbing of the ceramic floors in the offices, toilets, passages, kitchens and windows • Carpeted offices, boardrooms and passages • Cleaning of windows including of those at high height.	1st deep cleaning will be done on the 17th month of the contract.	R

Cleaning of tiled toilets and kitchens.		
Cleaning of the carpet in the offices, boardrooms, passages court rooms and filling rooms Scrubbing of the ceramic floors in the offices, toilets, passages, kitchens and windows - Carpeted offices, boardrooms and passages. - Cleaning of windows including of those at high height. - Cleaning of tiled toilets and kitchens.	2nd deep cleaning will be done on the 34th month of the contract.	R
Total for 36 months		R

Summary

Cleaning materials: 36 months	
Quarterly Consumables: 36 months	
Hygiene services: 36 months	
Equipments: 36 months	
Deep cleaning: 36 months	
Subtotal A	
Overheads: 36 months	
Subtotal B	
Vat @15%	
Profit	
Safety file	
Salaries for labour(s): 36 months	
Grand total	
NB: must transferred to PA-32	

SCHEDULE D

CHECKLIST FOR COMPILING BID PRICE

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

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

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

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

CHECKLIST FOR COMPILING BID PRICE	
Labour Costs:	○ Salary (One staff member per 650m² is considered average) ○ UIF Pension / Provident Fund ○ Supervisor ○ Replacement for staff: Leave, sick leave, etc.)
Protective clothing for Staff:	○ ID Cards ○ Shoes ○ Overall –Dress (Ladies) and / or Suit (Men)
Material (Chemicals / Consumables)	<u>Do not forget to make allowances for:</u> Hand soap / liquid soap for soap dispensers; brasso; Handy Andy (or equal); deo block 100 gram round blocks; furniture polish – Mr Min (or equal); disinfectant pine / germitol / calpine; jeyes fluid, liquid bleach; liquid window cleaning detergent; graffiti remover; cement cleaner; mutton cloth; heavy duty black bags; red pads for polisher; black pads for polisher; floor sealer; floor stripper; penlight AA batteries, etc.
Equipment and Machinery:	<u>Do not forget to make allowances for:</u> Polisher; scrubbing machine; extension leads; industrial vacuum cleaners; polish applicator; caution signboards (e.g. "floor wet", "slippery"); dust pan; medium platform broom (soft / hard); household broom; rubber hand gloves; mop; bucket; toilet brush; trolley, yellow dusters; all-purpose scrubbing brush.

NB: Has allowance been made for equipment / machinery?

Toilet Paper and hand Towels:

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

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

Window Cleaning:

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

SCHEDULE E

CLEANING MATERIALS LIST AND PRODUCT DATA SHEET

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

Dish washing Liquid soap equivalent to sunlight liquid				
Mutton Cloth				
Heavy duty black bags				
Red pads for polisher				
Black pads for polisher				
Black deep equivalent to jeyes fluid				
Floor stripper				
Drain / trap cleaner				
Sanitiser/disinfectant for gullies/gutters/channels				
General surface disinfectant/ cleaner				
Toilet Paper:				
Toilet paper (single ply, white only, 1 st grade – 500 sheet, code 174) – minimum requirement to be supplied				
Paper hand Towel:				
Paper Hand Towels (Kim-dry)				

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 interest³ 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

(³) 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.

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

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 declare 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 consortium⁴ 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.

⁴ 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 DECLARE 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.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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 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 Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 1 *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.

- 2 The Enterprise accept 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.
- 3 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:

Postal Code _____

Postal Address:

_____ Postal Code _____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender 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:

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*

B. Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (position in the Enterprise)
and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender 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: _____

E-mail address: _____

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

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	Department of Justice: Scottburgh Magistrate Court: 36 Months Contract for Cleaning and Hygiene Service.		
Tender / Quotation no:	DBN25/01/01	Reference no:	391

Date Bid Briefing Meeting: Tuesday, 28 January 2025

Time of Bid Briefing Meeting: 11:00 am

Venue: Scottburgh Magistrate Court

This is to certify that I, _____

representing

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	Department of Justice: Scottburgh Magistrate Court: 36 Months Contract for Cleaning and Hygiene Service.		
Tender / Quotation no:	DBN25/01/01	Reference no:	391

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: DBN25/01/01

Name of Tenderer

☐ EME² ☐ QSE³ ☐ Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

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

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

1. 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, 2022, 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

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	Department of Justice: Scottburgh Magistrate Court: 36 Months Contract for Cleaning and Hygiene Service.		
Tender / Quotation no:	DBN25/01/01	Closing date: Monday, 10 February 2025	Time: 11:00 am

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

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

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						
7.						

1.2. Completed projects

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Name of Tenderer		Signature	Date

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

PREFERENCE POINTS SYSTEM	80/20
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

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

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 black people	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
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	• Official Municipal Rates Statement which is in the name of the bidder. - Or • Any Account or statement which is in the name of the Bidder. - Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and - Medical Certificate indicating that the disability is permanent or - South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth (	2	ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs



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

.....SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

☐ The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %

☐ Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ / _____ / _____ the annual Total
Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

☐ Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

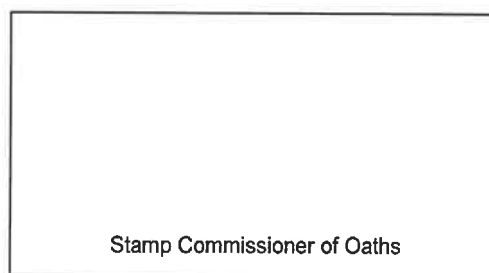
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

I hereby declare under Oath that:

- ☐ The Enterprise is _____ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %

☐ Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____ / _____ / _____
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

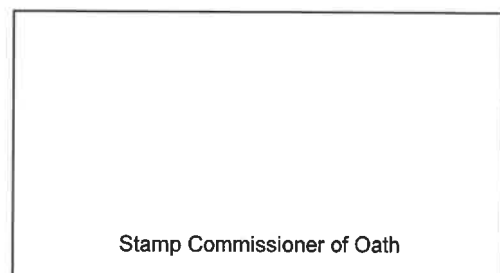
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: DBN25/01/01

BID/ PROJECT DESCRIPTION: Department of Justice: Scottburgh Magistrate Court: 36 Months Contract for Cleaning and Hygiene Service.

NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or

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

- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.