



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

Project Description: ACQUISITION OF RESIDENTIAL ACCOMMODATION FOR SADA AREA COMMISSIONER THROUGH PURCHASE FOR DEPARTMENT OF CORRECTIONAL SERVICES IN QUEENSTOWN

Bid Number: GQET-26/27-010

Bid Advertising Date: Friday, 18 September 2026

Closing Date: Tuesday, 20 October 2026
Closing Time: 11H00

Bid Briefing Meeting Date: Wednesday, 30 September 2026

Bid Briefing Meeting time: 11H00

Bid Briefing Venue: 56 Tylden Street, Chris Hani Disaster Centre, Queenstown

Name of the Tenderer:

Tenderers CSD No:

Bid Box Address

Department of Public Works & Infrastructure
Eben Donges Building
Corner Robert & Hancock Street
Gqeberha
6001

SCM SPECIFIC ENQUIRIES:

Enquires: **Nwabisa Nkangana**
Tel No: **041 408 2055** during office hours
Cell No: **N/A**
Email Address: Nwabisa.Nkangana@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquiries: **Nomaphelo Mgcuwe**
Tel No: **041 408 2184** during office hours
Cell No: **N/A**
Email Address: Nomaphelo.mgcuwe@dpw.gov.za

CONTENTS

SUMMARY OF BID INFORMATION	3
PA-04 (AQ): NOTICE AND INVITATION FOR BID	4
DPW – 08.3 (AQ): BID OFFER	11
TERMS OF REFERENCE/ SPECIFICATIONS.....	12
PA-09 (AQ): LIST OF RETURNABLE DOCUMENTS	15
PA-11: BIDDER'S DISCLOSURE	16
PA-15.1: RESOLUTION OF BOARD OF DIRECTORS	19
PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES	21
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES	23
DPW-16. TENDER BRIEFING MEETING CERTIFICATE.....	26
PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	27
PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.....	29
SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – PROPERTY SECTOR	34
SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – PROPERTY SECTOR	36
SPECIAL CONDITIONS OF BID (SCB-01)	38
PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)	44

SUMMARY OF BID INFORMATION

Bid Number	GQET-26/27-010		
Bid/ Project Description	ACQUISITION OF RESIDENTIAL ACCOMMODATION FOR SADA AREA COMMISSIONER THROUGH PURCHASE FOR DEPARTMENT OF CORRECTIONAL SERVICES IN QUEENSTOWN		
Bid Closing date & Time	Tuesday, 20 October 2026	Bid Closing Time:	11h00
Briefing Meeting (if any)?	There will be a compulsory site/ bid briefing meeting and all potential bidders must attend. The proof of attendance of the meeting shall include: 1) A duly signed DPW-16 briefing meeting certificate or 2) A signed briefing meeting attendance register.		
Bid Briefing Date (If applicable)	Wednesday, 30 September 2026	Bid Briefing time (if any)	11H00
Bid Briefing Venue	56 Tylden Street, Chris Hani Disaster Centre, Queenstown	Insert Virtual Meeting Link (If any)	N/A
Name of SCM Official	Nwabisa Nkangana	Cell Number of SCM Official	N/A
Landline of SCM Official	041 408 2055	Email Address SCM Official	Nwabisa.Nkangana@dpw.gov.za
Name of Works Manager/ Project Leader	Nomaphelo Mgcuwe	Cell Number of Works Manager/ Project Leader	N/A
Landline of Works Manager/ Project Leader	041 408 2184	Email Address of Works Manager/ Project Leader	Nomaphelo.mgcuwe@dpw.gov.za
Bid Validity Period	84 days	Procurement Plan/ WCS Reference No	807
Specific Goals Points for Locality	Chris Hani District Municipality	Bid Document Price	R 100.00
Functionality	Not Applicable	PPPFA Scoring	Applicable
Risk Assessment	Applicable	Objective Criteria	Applicable
Indicate means of submission of Bids	Bidders' must deposited their bids in the bid box as indicated in the bid document and no electronic submissions (i.e. emails/ fax transmissions) will be accepted.	Bids Closing Email Address	N/A
Bid Advertising Date:	Friday, 18 September 2026		

PA-04 (AQ): NOTICE AND INVITATION FOR BID

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDS FOR

Bid Description:	ACQUISITION OF RESIDENTIAL ACCOMMODATION FOR SADA AREA COMMISSIONER THROUGH PURCHASE FOR DEPARTMENT OF CORRECTIONAL SERVICES IN QUEENSTOWN
-------------------------	--

Bid no:	GQET-26/27-010		
Advertising date:	Friday, 18 September 2026	Closing date:	Tuesday, 20 October 2026
Closing time:	11H00	Validity period:	84 days

1. BIDS WILL BE EVALUATED IN THE FOLLOWING PHASES:

- Phase 1: Responsiveness – Applicable
- Phase 2: Functionality – Not Applicable
- Phase 3: PPPFA Scoring – Applicable
- Phase 4: Risk Assessment – Applicable
- Phase 5: Other Objective Criteria – Applicable

2. RESPONSIVENESS OF BIDS (PHASE 1)

2.1 SUBSTANTIVE RESPONSIVENESS CRITERIA

2.1.1 Below 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.	☒	Bid offers must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink.
2.	☒	Use of correction fluid is prohibited.
3.	☒	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state."
4.	☒	Submission of other compulsory returnable schedules / documents as per (PA-09 (AQ)): List of returnable documents.
5.	☒	The property must be located in one of the following suburbs: a) Komani Park or b) Bergsig or c) Balmoral or d) Sandringham or e) Queenstown Central or f) Top Town or g) Westbourne
6.	☒	The property offered must comply with the specifications as stipulated in the Terms of Reference in the Bid document.
7.	☒	The DPW-08 (AQ) must be clearly completed by the bidder, with clear specification of the financial offer.
8.	☒	There will be a compulsory site/ bid briefing meeting and all potential bidders must attend. The proof of attendance of the meeting shall include any of the following documents: A signed DPW-16 certificate or a signed briefing meeting attendance register

ACQUISITION OF RESIDENTIAL ACCOMMODATION FOR SADA AREA COMMISSIONER THROUGH PURCHASE FOR DEPARTMENT OF CORRECTIONAL SERVICES IN QUEENSTOWN

9.	☒	Any addendums or erratums to the bid will be published in the original advertising media, before the bid closing date. Bids will be evaluated in accordance with the published addendums or erratum.
10.	☒	Bidders must comply with DPW-21: Record of Addenda to tender documents, if any.
11.	☒	A copy of a previously certified copy of a document is invalid and will not be considered by the Department. The Department will not provide any bidder an opportunity to correct such a non-compliance.

2.2 ADMINISTRATIVE CRITERIA

2.2.1 Below 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.	☒	Upon request, proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer.
6.	☒	Submission of DPW-21: Record of addenda of tender documents: Bidders may be requested to confirm receipt or compliance with the record of addenda if the Record of addenda was not submitted with the bid at closing date.
7.	☒	Upon request, submission of a zoning certificate from the relevant local authority.
8.	☒	If an agent submits a bid on behalf of the registered owner, a copy of the agent's mandate from the registered owner must be submitted.
9.	☒	Upon request, bidders shall submit valuation certificate.
10.	☒	Upon request, submission of approved building plans
11.	☒	Submission of latest municipal statement.
12.	☒	Where an offer exceeds the valuation, the Department reserves the right to enter into negotiations with the recommended bidder, subject to applicable legislation.

2.3 REQUIREMENTS APPLICABLE FOR SPECIFIC GOALS

2.3.1 Indicate requirements applicable for specific goals, Tenderers will not be required to submit the below documents 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
3.	☒	Submission of a Sworn Affidavit or BBBEE certificate relevant to the applicable sector to this bid.
4.	☒	Submission of supporting documentation by bidders to validate their claims as specified in the bid document.

3. FUNCTIONALITY CRITERIA (PHASE 2): Not Applicable

4. PPPFA SCORING: PHASE 3: Applicable

4.1 The following points scoring method will be applicable for responsive bids which achieved the minimum total functionality score and minimum points for each criteria (if applicable) (PHASE 3)

4.1.1 The following evaluation points scoring system is applicable for this bid:

☐ Method 1 (Financial Offer)	☒ Method 2 (Financial and Preference Offer)
--	--

4.1.2 The following preference points scoring system is applicable for this bid:

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ 80/20 and/or 90/10 Preference points scoring system ⁱ
--	---	---

4.1.3 Method to be used to calculate points for specific goals:

4.1.3.1 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
1.	An EME or QSE or any entity which is at least 51% owned by black people.	10	1. SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in Chris Hani District Municipality for work to be done or services to be rendered in Chris Hani District Municipality	2	2. Official Municipal Rates Statement which is in the name of the bidder. Or 3. Any account or statement which is in the name of the bidder. Or 4. Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or 5. 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	6. 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	7. SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and 8. Medical Certificate indicating that the disability is permanent. Or 9. 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	10.	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
----	---	---	-----	---

5. ACCEPTABILITY OF RISK TO THE EMPLOYER: PHASE 4 –Applicable

The department will conduct a physical condition assessment of the premises offered and the bidder will be required to grant access to the property and be present.

A tender offer will be deemed unacceptable and removed from any further evaluation if it is found to present a high risk to the Department based on the below table.

The following matters will be deemed an unacceptable risk to the Department and considered during risk assessment:

	Category	Assessment Item
1.	Environmental	If the property does not have connection to the Municipal sewage and water system.
2.	Alignment with approved building plans	Does all the structures appear on the approved building plans. A property will not be considered if any structure/s does not appear on the approved building plans

6. OTHER OBJECTIVE CRITERIA: PHASE 5: Applicable

The Department reserves the right not to award the bid to the highest scoring bidder. Bids will further be evaluated considering condition, functional layout and future maintenance requirements.

Various factors impact the suitability of accommodation to meet the specific needs of an occupier. Bids passing all above **previous phases**, will be subjected to a condition assessment and an Occupational Health and Safety Assessment based on, inter alia, below criteria which will be considered in determining the most suitable property.

	Criteria	Assessment Item
1.	Structural Condition	Foundation condition, cracks, settlement, structural defects
2.	Roof	Roof, leaks, damaged tiles/sheets, gutters and downpipes condition
3.	External Walls	Cracks, dampness, weather damage, paint condition
4.	Windows and Doors	Functionality, security, broken panes, frame condition, adequate ventilation
5.	Plumbing	Water pressure, leaks, pipe condition, geyser/water heater condition
6.	Interior Finishes	Condition of floors, walls, ceilings, paintwork
7.	Kitchen	Functionality, Condition of cupboards, countertops, sinks
8.	Bathrooms	Condition of sanitary fittings, tiling, ventilation, leaks
9.	Security Features	Alarms, burglar bars, security gates, fencing condition
10.	Boundary Walls and Fencing	Structural condition and maintenance requirements
11.	Driveways and Paving	Cracks, drainage, general condition, suitable for egress
12.	Outbuildings	Garages, staff quarters, carports condition
13.	Environmental Risks	Flood risk, soil instability, contamination concerns
14.	Availability of Back up electricity	Does the property have a backup electricity source
15.	Availability of Back up water	Does the property have a backup water source
16.	Status of the municipal account	Does the account reflect huge arrears which will impact registration of the transfer
17.	Additional Features	Does the property offer any additional features that provides enhanced functionality.

The assessments will categorise all properties offered as High, Medium or Low ranked accommodation based on the above criteria.

RANKING:

The department will pass-over a higher scoring bidder, if the value for money ranking of the property offered is ranked "Low".

HIGH	The property meets or exceeds all mandatory requirements. Excellent condition, minimal maintenance required, good value for money
MEDIUM	The property meets most mandatory requirements. Has minor shortcomings. Requires manageable maintenance.
LOW	The property fails to meet several mandatory requirements. Poor condition, significant repairs needed, poor value for money.

7. ADDITIONAL INFORMATION THAT MAY BE REQUIRED DURING THE TENDER EVALUATION:

Failing to submit further clarification and/or documentation within seven (7) calendar days from request will disqualify the tender offer from further consideration.

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the bid evaluation:
1 A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
2 A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal Liability company.
3 A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
4 A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.

Legal Status of Tendering Entity:	Documentation to be submitted with the tender, or which may be required during the bid evaluation:
If the Tendering Entity is:	
5 A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
6 A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: 1.1 such natural person/ sole proprietor, or each of the Partners to the Partnership.
7 A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary(ies) as well as the purpose of the Trust and the mandate of the Trustees.

8. FORM OF CONTRACT:

- ☒ General Conditions of Contract
☒ Other N/A

9. ADDITIONAL RETURNABLE DOCUMENTS THAT MAY BE REQUIRED DURING THE TENDER EVALUATION:

Document name
N/A
N/A

10. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on the Departmental website www.dpw.gov.za and the e-Tender portal www.etenders.gov.za
☒ Alternatively; Bid documents may be purchased during working hours at the following address
Department of Public Works & Infrastructure ; Eben Donges Building; Corner Robert & Hancock Street Gqeberha. A non-refundable bid deposit of **R 100.00** is payable. Only card payments are accepted.

11. COMPULSORY BID BRIEFING/ CLARIFICATION/ SITE INSPECTION MEETING (IF ANY)

There will be a compulsory site/ bid briefing meeting and all potential bidders must attend. The proof of attendance of the meeting shall include: 1) A duly signed DPW-16 briefing meeting certificate or 2) A signed briefing meeting attendance register.

Venue:	56 Tylden Street, Chris Hani Disaster Centre, Queenstown		
Virtual meeting link:	N/A		
Date:	Wednesday, 30 September 2026	Starting time:	11H00

12. ENQUIRIES

12.1 Technical enquiries may be addressed to:

DPWI Project Manager	Nomaphelo Mgcuwe	Telephone no:	041 408 2184
Cellular phone no	N/A	Fax no:	Indicate
E-mail	Nomaphelo.mgcuwe@dpw.gov.za		

12.2 SCM enquiries may be addressed to:

SCM Official	Nwabisa Nkangana	Telephone no:	041 408 2055
Cellular phone no	N/A	Fax no:	None
E-mail	Nwabisa.Nkangana@dpw.gov.za		

13. DEPOSIT / RETURN OF BID DOCUMENTS:

- 13.1 Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.
 13.2 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.
 13.3 All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

BID DOCUMENTS MAY BE POSTED TO: Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street Gqeberha	DEPOSITED IN THE TENDER BOX AT: Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street Gqeberha
ALL BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX AND MUST BE RECEIVED PRIOR THE CLOSING DATE OF Tuesday, 20 October 2026 AND TIME OF 11H00 BY THE DEPARTMENT	

14. NOTICE TO BIDDERS

- 14.1 Bidders' must deposited their bids in the bid box as indicated in the bid document and no electronic submissions (i.e. emails/ fax transmissions) will be accepted.

DPW – 08.3 (AQ): BID OFFER

Bid no:	GQET-26/27-010		
Advertising date:	Friday, 18 September 2026	Closing date:	Tuesday, 20 October 2026
Closing time:	11H00	Validity period:	84 days

1. PROPERTY PARTICULARS

Property Description	
Address of the property	
Market value of the property (if available)	
Municipal valuation of building (if available)	
Extent of the property	_____ m ²
Date property may be occupied (if available)	
Value Added Tax Number (VAT number) (if applicable)	

1.1 OFFER: (COMPULSORY FOR ALL BIDDERS)

Selling Price (excl VAT)	R
VAT (if applicable)	R
Total selling price (incl VAT, if applicable)	R
Final Amount in Words	

2. NATIONAL BUILDING REGULATIONS:

Electricity Compliance Certificate	Yes ☐ No ☐
Wood borer (or beetle) certificate	Yes ☐ No ☐

3. INCOME TAX REFERENCE NUMBER:

INCOME TAX REFERENCE NUMBER (in terms of Section 69 of the Income Tax Act, 1962 (Act 58 of 1962) as amended)	
--	--

4. REMARKS BY THE BIDDER:

--

Signature of Owner / Duly Authorised Representative	Date

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

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: GQET-26/27-010

Bid/ Project Description: ACQUISITION OF RESIDENTIAL ACCOMMODATION FOR SADA AREA COMMISSIONER THROUGH PURCHASE FOR DEPARTMENT OF CORRECTIONAL SERVICES IN QUEENSTOWN

Item No.1	Specification	Requirements	Details of offer To be completed by bidder	If "Not Comply", Indicate details of Deviation
1.	Kitchen and laundry (double sink, built-in stove). Reserve space for Fridge and microwave)	Floor Area Measurement 16 m ²	_____ m ²	
		Double sink	Comply/ Not Comply	
		built-in stove	Comply/ Not Comply	
		space for Fridge	Comply/ Not Comply	
		space for Microwave	Comply/ Not Comply	
2	Main bedroom with en-suite	Main bedroom Floor Area Measurement 25m ²	_____ m ²	
		Shower	Comply/ Not Comply	
		bathroom	Comply/ Not Comply	
		hand basin	Comply/ Not Comply	
		toilet	Comply/ Not Comply	
	2 nd and 3 rd Bedrooms	Bedroom 2 Floor Area Measurement 12m ²	_____ m ²	
		Bedroom 3 Floor Area Measurement 12m ²	_____ m ²	
3	Lounge	Floor Area Measurement 25m ²	_____ m ²	
4	Dinning Area	Floor Area Measurement 20m ²	_____ m ²	
5	Other bathrooms	Floor Area Measurement		

		12m ²		
		Bath,	Comply/ Not Comply	
		Toilet	Comply/ Not Comply	
		Basin	Comply/ Not Comply	
6	Double garage /double carport / single garage with single carport		Comply/ Not Comply	
7	Boundary wall	Gate and garage to be remote controlled. 1.8 meter height	_____ m ²	
8.	Servants Quarters with ablution facilities	Floor Area Measurement 20m ²	_____ m ²	
9.	Laundry Can be separate of space included in the kitchen	Floor Area Measurement 6m ²	_____ m ²	

*Floor area measurements provided in this specification are indicative and intended as guidelines. The following will apply:

1. If the floor area measurement in m² exceeds the requirement, it will be regarded as "complying with the specifications".
2. Deviations in the floor area measurement in m² below the requirement up to a maximum of 20% is allowable and will be deemed to as "complying with the specifications", subject to meeting the minimum requirements for habitable space as per SANS 10400 & NBR.

1. DOCUMENTS TO BE SUBMITTED PRIOR TO REGISTRATION OF THE PREMISES

1.1 Copies of the following certificates or documents must be submitted prior to registration of the premises:

- 1.1.1 Wood borer (or beetle) certificate
- 1.1.2 Electrical Compliance Certificate
- 1.1.3 All FICA required for transfer purposes

2. REQUIREMENTS FOR PROOF OF OWNERSHIP:

2.1 Upon request, as proof of ownership, the following will be accepted:

- 2.1.1 Copy of the Title Deed of the property or Deeds Office Printout reflecting ownership; or

3. COMMUNICATION

- 3.1 The Department of Public Works and Infrastructure will under no circumstances take responsibility if a user department may of might have committed or negotiated with owners of a building outside the bidding process.
- 3.2 If a bidder takes any instructions from a user department the DPWI will not be responsible for any financial or other implications incurred in this regard.

4. **GENERAL**

- 4.1 The property must be transferred free of occupants.
- 4.2 If so required, early occupation date to be negotiated.

5. **SUBMISSION OF CERTIFIED COPIES**

- 5.1 Upon request, it will be required from the successful bidder to submit certified copies of documents.

PA-09 (AQ): LIST OF RETURNABLE DOCUMENTS

Bid Description:	ACQUISITION OF RESIDENTIAL ACCOMMODATION FOR SADA AREA COMMISSIONER THROUGH PURCHASE FOR DEPARTMENT OF CORRECTIONAL SERVICES IN QUEENSTOWN
-------------------------	--

Bid no:	GQET-26/27-010		
Advertising date:	Friday, 18 September 2026	Closing date:	Tuesday, 20 October 2026
Closing time:	11H00	Validity period:	84 days

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

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

Bid Document Name:	Returnable document:
PA-04 (AQ) Notice and Invitation for Bid	☐
PA 11: Bidder's Disclosure	☐
PA15 _1: Resolution of Board of Directors	☐
PA15 _2: Resolution of Board of Directors to enter into Consortia or Joint venture	☐
PA15 _3: Special Resolution of Consortia or Joint Ventures	☐
DPW-16: Tender Briefing Meeting Certificate	☐
PA-40: Declaration of Designated Groups for Preferential Procurement	☐
PA-16: Preference Points Claim Form in terms of Preferential Procurement Regulation 2022	☐
Sworn Affidavit – B-BBEE Exempted Micro Enterprise – Property Sector	☐
Sworn Affidavit – B-BBEE Qualifying Small Enterprise – Property Sector	☐
Compulsory returnable documents - None	☐
	☐
	☐

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- ☐ 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

3.1.1. 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:

- 4.1. I have read and I understand the contents of this disclosure;
- 4.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 4.3. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.

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

- 4.7. 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:

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-15.3: 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 theEnterprise)*

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			

	Name	Capacity	Signature
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:	ACQUISITION OF RESIDENTIAL ACCOMMODATION FOR SADA AREA COMMISSIONER THROUGH PURCHASE FOR DEPARTMENT OF CORRECTIONAL SERVICES IN QUEENSTOWN		
Tender / Quotation no:	GQET-26/27-010	Reference no:	807

Date Bid Briefing Meeting: Wednesday, 30 September 2026

Time of Bid Briefing Meeting: 11H00

Venue: 56 Tylden Street, Chris Hani Disaster Centre, Queenstown

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: GQET-26/27-010

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ 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)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

ACQUISITION OF RESIDENTIAL ACCOMMODATION FOR SADA AREA COMMISSIONER THROUGH PURCHASE FOR DEPARTMENT OF CORRECTIONAL SERVICES IN QUEENSTOWN

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

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

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people.	10	11. SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
2.	Located in Chris Hani District Municipality for work to be done or services to be rendered in Chris Hani District Municipality	2	12. Official Municipal Rates Statement which is in the name of the bidder. Or 13. Any account or statement which is in the name of the bidder. Or 14. Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or

			15. 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	16. 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	17. SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and 18. Medical Certificate indicating that the disability is permanent. Or 19. 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	20. 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).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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 black people	10	
2. Located in Chris Hani District Municipality for work to be done or services to be rendered in the Chris Hani District Municipality area	2	
3. An EME or QSE or any entity which is at least 51% owned by black women	4	
4. An EME or QSE or any entity which is at least 51% owned by black people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by black 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 – PROPERTY SECTOR

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 Business: <i>Indicate the applicable</i>	
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 as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- The Enterprise is % Black Woman Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- The Enterprise is _____ % Black Designated Group Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- 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 ☐ Financial Statements / ☐ Management Accounts and other information available on the latest financial year-end of _____ / _____ / _____ (day/month/year)

Date/ month / year

 please confirm on the table below by ticking the Nature of your business in Property.

Asset Based	Net Assets Less than R80 million	
Service Based	Annual Turnover Less than R10 million	
Estate Agencies/Broking/ Valuation Companies	Annual Turnover Less than R2.5 Million	

- Please confirm on the table below 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	

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

Stamp Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – PROPERTY SECTOR

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 as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- The Enterprise is % Black Woman Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- The Enterprise is _____ % Black Designated Group Owned as per Amended Property Sector Code issued under section 9(1) June 2017 gazette No 40910 vol. 624.
- 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 ☐ Financial Statements / ☐ Management Accounts and other information available on the latest financial year-end of _____ / _____ / _____ (day/month/year)
Date/ month / year
please confirm on the table below by ticking the Nature of your business in Property.

Asset Based	Net Assets Between R80 - R400 million	
Service Based	Annual Turnover Between R10 - R50 million	
Estate Agencies/Broking/ Valuation Companies	Annual Turnover Between R2.5 - R35 Million	

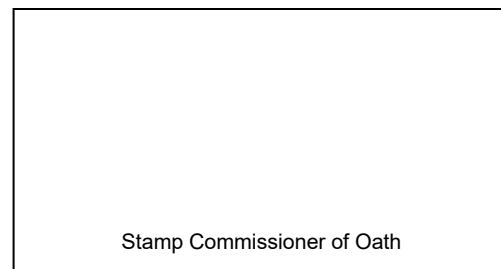
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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:



Signature & stamp Commissioner of Oaths

SPECIAL CONDITIONS OF BID (SCB-01)

1. INTERPRETATION

- 1.1. The word "Bidder" in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
- 1.2. The word "Department" in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
- 1.3. Any reference to words "Bid" or "bidder" herein and or any other documentation shall be construed to have the meaning as the words "Tender" or "Tenderer".

2. PRECEDENCE

- 2.1. If any other condition (bid rule) in the bid document is in contradiction with the "Special Conditions of Bid" the "Special Conditions of Bid" will take preference.
- 2.2. The "Special Conditions of Bid" can only be amended by an official addendum before the closing date of the bid.

3. GENERAL BID RULES

- 3.1. "Written" or "in writing" means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 3.2. The digital and or electronic completion and signing of documents is permitted.
- 3.3. A bidder participates in this bid process entirely at its own risk and cost.
- 3.4. The Department may accept or reject any bid offer or may cancel the bid process (or reject all bid offers at any time) prior to award, due to the following:
 - 3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
 - 3.4.2. funds are no longer available to cover the total envisaged expenditure;
 - 3.4.3. no acceptable tender is received;
 - 3.4.4. there is a material irregularity in the tender process; or
 - 3.4.5. there is material change in the scope of works.
- 3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 3.6. Bids which are late or submitted by facsimile or electronically, will not be accepted.
- 3.7. Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
- 3.8. Bidders must ensure that bids submitted via courier services/mail are deposited by the courier service/mailling service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids not timeously deposited in the Bid Box. The Department will not accept responsibility if bids received by officials are not timeously deposited in the Bid Box.
- 3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
- 3.10. The bidder must be registered on the Central Supplier Database (CSD) for government prior to the award or when requested to do so.
- 3.11. The Department will download the following documents, if not submitted by bidders:
 - 3.11.1. Proof of CSD registration certificate (if the bidder is registered in the CSD)
 - 3.11.2. Details of CIPC registration
- 3.12. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.
- 3.13. Upon request bidder must respond in writing to any enquiry received from the Department on any matter, which may have an impact on the evaluation of a bidder's submitted bid.

4. AMBIGUITIES/ CONTRADICTIONS /OMISSIONS

- 4.1. If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.
- 4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document , the Department reserves the right to:

- 4.2.1. If the ambiguity/ contradiction / omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity/ contradiction / omission or
- 4.2.2. If the ambiguity/ contradiction / omission is immaterial the Department will proceed and finalise the procurement and notify the delegated authority in the submission of the ambiguity/ contradiction / omission or
- 4.2.3. Cancel the bid and process

5. **PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE**

- 5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.
- 5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:
 - 5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.
 - 5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.
 - 5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.
 - 5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.
 - 5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6. **BRAND NAMES**

- 6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

7. **AUTHORITY TO SIGN BID DOCUMENTS**

- 7.1. No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has **only** one director or is a sole ownership.
- 7.2. In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors
- 7.3. The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:
 - 7.3.1. The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and
 - 7.3.2. The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a " Resolution of the Board of Directors", if such " (PA 15.1: Resolution of Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed,
- 7.4. In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:
 - 7.4.1. The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia" agreement, proof of such authority of the relevant director or

relevant member to act on behalf of the enterprise(s), in the form of a “Resolution of the Board of Directors”, if it was not submitted with the bid or was not completed or was incorrectly completed,

- 7.5. In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an “Authority to sign” issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

8. REQUIREMENTS FOR PROOF OF OWNERSHIP:

- 8.1. As proof of ownership, the following will be accepted:
8.1.1. Copy of the Title Deed of the property or Deeds Office Printout reflecting ownership; or

9. FULL DISCLOSURE OF TITLE DEED CONDITIONS:

- 9.1. The property must not be subject to any restrictive conditions limiting the rights of the Department as Purchaser pertaining to this bid.
9.2. It is the responsibility of the bidder to provide the list of restrictive conditions of the property, if any exist.
9.3. Any restrictive conditions will be subjected to an assessment during the evaluation process of the Department.
9.4. The Department reserves the right to eliminate a bid during evaluation if the restrictive condition(s) will be deemed to inhibit the performance of the property in relation to the bid.

10. ZONING

- 10.1. The property must be zoned for the Department’s intended purpose in relation to this bid, on or before the closing date of the bid.
10.2. Copy of the zoning certificate from the relevant local authority should be submitted with the bid.
10.3. In the event that a bidder omitted to submit a copy of the zoning certificate with the bid, the bidder will be required, during evaluation of the bid, to submit a copy of its zoning certificate within 7 days of request by the Department, failing which the bid will be regarded as non-responsive.

11. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

- 11.1. The Bid will be awarded to the highest scoring bidder. However, should an offer not be market related, the Department reserves the right to enter into bona fide negotiations with bidders to achieve a reasonable market price /offer?

12. AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

- 12.1. The Department reserves the right to award the bid to a tenderer, other than the highest scoring bidder, for, inter alia, the following reasons: refusal to enter into bona fide negotiations, application of the objective criteria.

13. TAX COMPLIANCE

- 13.1. No tender shall be awarded to a bidder who is non tax -compliant.
13.2. All bidders’ tax matters must be in order prior to award.
13.3. If the recommended bidder’s tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.
13.4. The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.
13.5. Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

14. REGISTRATION AS A VAT-VENDOR

- 14.1. Non-VAT vendors do not have to include VAT in their bid prices, subject to the paragraph below.
14.2. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

- 14.3. The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 14.4. Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the “provisional letter of award” and elimination of the bidder’s offer.
- 14.5. VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder’s offer.
- 14.6. In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 14.7. If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

15. CERTIFICATION OF DOCUMENTS

- 15.1. Where so required in the bid documents, bidders are required to submit copies which are certified as a “true copy of the original”.
- 15.2. If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hours.
- 15.3. All bidders’ whose copies complies with the minimum requirements above, will be “deemed in order” and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.
- 15.4. No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.

16. AWARDING OF POINTS FOR SPECIFIC GOALS (PA-16)

- 16.1. For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.
- 16.2. The requirements of a valid BBBEE-Certificate and or “Sworn Affidavit” as specified in the Special Conditions of Tender applies.
- 16.3. Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.
- 16.4. If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.
- 16.5. If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder’s PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.
- 16.6. All bidders’ whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be “deemed in order” and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.
- 16.7. No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.
- 16.8. Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

17. BIDDER’S DISCLOSURE/ BIDDER’S DECLARATION (PA - 11)

- 17.1. The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.
- 17.2. A bidder’s offer maybe eliminated if the bidder’s declaration is proven false during the bid evaluation process.

18. CORRECTION OF ERRORS

- 18.1. Only the authorised signatory to the tender should initial corrections in the tender document.
- 18.2. All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.

- 18.3. In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:
- 18.3.1. Seek the necessary clarification from the tenderer and;
- 18.3.2. If accepting the response from the tenderer, evaluate the bid further and or;
- 18.3.3. Allow the tenderer to correct/ ratify any noncompliance, where necessary.

19. INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

- 19.1. Bidders' who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required/ specified proof or supportive documents for that particular sections of the document, maybe allowed to correct such non-compliance.

20. POINTS FOR SPECIFIC GOALS

- 20.1. To qualify for points for Specific goals, as specified in the "Invitation to Bid" and the "PA-16", bidders must comply with the requirements at the closing date of the bid.
- 20.2. It is the bidder's responsibility to ensure that it submit the correct evidence at the closing date of the bid, for the validation of the points the bidder is claiming.
- 20.3. Bidder's will not be given an opportunity to submit evidence after closing date, if the evidence is not submitted or if incorrect evidence was submitted

21. THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

CRITERIA	SPECIAL CONDITIONS OF BID
a) A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement - CK1
b) A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation - CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c) A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d) A profit company duly registered as a public company.	Copy of Certificate of Incorporation - CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e) A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. The Founding Statement - CK1; and ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f) A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g) A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

22. DISCLAIMER

- 22.1. It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:
- 22.1.1. Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to



- 22.2. Further evaluate any potential qualifying lower scoring bidder(s) as “deemed responsive” without requesting the corrections/ ratifications of a matter which is eligible as per the “Special Conditions of Bid”.

– End Special Conditions of Bid –
(Version: Approved 29 May 2026)

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

2. Definitions
3. Application
4. General
5. Standards
6. Use of contract documents and information; inspection
7. Patent rights
8. Performance security
9. Inspections, tests and analysis
10. Packing
11. Delivery and documents
12. Insurance
13. Transportation
14. Incidental services
15. Spare parts
16. Warranty
17. Payment
18. Prices
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the supplier's performance
23. Penalties
24. Termination for default
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. National Industrial Participation Programme (NIPP)
35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.2. 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.
- 3.3. 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

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.

Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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