***Bid No:*JHB 25/22**

CLOSING DATE: *27 November 2025@ 11:00*

ADVERT DATE: *7 November 2025*

SERVICE: *Comprehensive maintenance, services and repairs contract for 38 schindler lifts and host stair lifts for paraplegic equipment for all clients within the jurisdiction of JHB Regional Office for a period of 24 months*

CIDB grading: 6 SI or higher

Tender documents will be sold for a non-refundable amount of R500.00 if not downloaded from www.etenders.gov.za

A non-compulsory pre- tender site inspection meeting will be held in respect of this tender.

Venue: 78 Mineralia Building, Cnr De- Korte & De-Beer Street, Braamfontein (4th Floorboard Room)
Virtual Meeting: N/A
Date: 17 November 2025
Starting time: 10:00 am

Enquiries: *Mr Tebogo Bokaba (Project Manager) 082 883 2868*
or
Mr. James Lesejane-011 713 6233
Ms. Margaret Makoti-011 713-6234

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

PLEASE TAKE NOTE **TENDER NUMBER: JHB 25/22**

CLOSING TIME: 11:00 **CLOSING DATE : 27 / 11 /2025**

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

Form must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

TENDER DOCUMENTS MAY BE POSTED TO

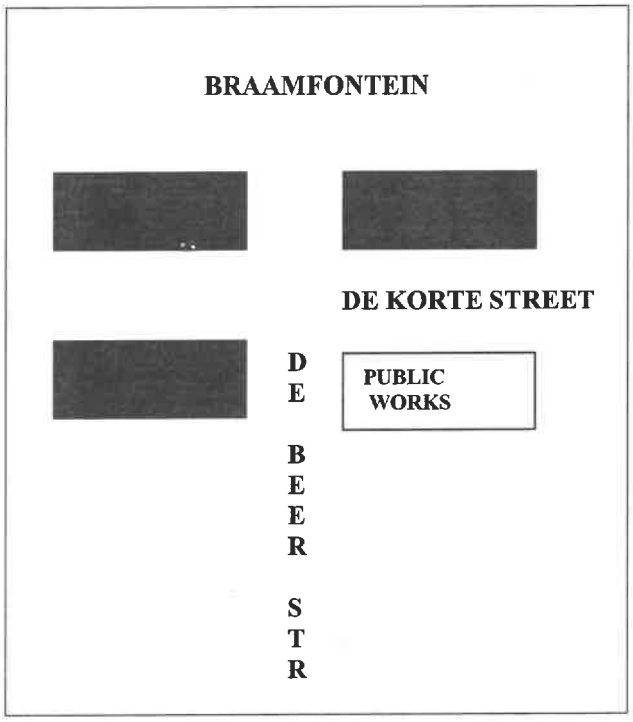
REGIONAL MANAGER
Department of Public Works
Private Bag X3
BRAAMFONTEIN
2017

ATTENTION: TENDER SECTION: 7TH FLOOR

Tender documents that are posted must reach the Department of Public Works before the closing date of the tender.

OR

The tender document may be deposited in the tender box which is identified as the tender box of the Department of Public Works and Infrastructure which is located at the main entrance, ground floor, Corner De Beer and De Korte Street, Braamfontein



The tender box at the Regional Office: Department Of Public Works, Corner De Beer and De Korte Street, Braamfontein is accessible 24 hours 7 days a week. (Mondays to Fridays)

However, if the tender is late, it will as a rule not be accepted for consideration.

Tenderers should ensure that tenders are delivered timeously to the correct address.

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

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

SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.

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

1. **http://www.etenders.gov.za**
2. **http://www.dpw.gov.za**

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	***COMPHREHENSIVE MAINTENANCE SERVICES AND REPAIR CONTRACT FOR 38 SCHINDLER LIFTS, HOIST, STAIR LIFTS FOR PARAPLEGIC EQUIPMENT FOR ALL CLIENTS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR 24 MONTHS***		
Tender / Quote no:	JHB 25/22	**Reference no:**	
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) *(if applicable)*	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) *(if applicable)*	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) *(if applicable)*	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	~~Yes~~ N/A
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	N/A	~~Yes~~ N/A
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (*if applicable*).	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	No
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) *(if applicable)*	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (*if applicable*).	N/A	No
Special Condition of contract	10	Yes
GCC 2010 (General Conditions of Contract)	10	Yes
Declaration for EPWP	1	Yes
Declaration for security screening	1	Yes
Declaration for Public Liability Insurance	1	Yes
PA-32	3	Yes

* In compliance with the requirements of the CIDB SFU Annexure G

Tender no: ***JHB25/22***

2. **ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**
Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any additional information required to complete a risk assessment *(if applicable)*	-	Yes
DPW-21 (EC)	2	Yes

3. **RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**
Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) *(if applicable)*	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) *(if applicable)*	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules *(if applicable)*	16 Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) *(if applicable)*	1 Page	Yes

4. **OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**
(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	15 Pages	☒Yes ☐No
Fully priced and completed sectional summary- and final summary pages with the tender.	1 Pages	☒Yes ☐No
	Pages	☐Yes ☐No
	Pages	☐Yes ☐No
	Pages	☐Yes ☐No

Tender no: ***JHB25/22***

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity: **If the Tendering Entity is:**	**Documentation to be submitted with the tender, or which may be required during the tender evaluation:**
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.

Signed by the Tenderer:

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

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

Invitation to Bid: PA-32

PART A
INVITATION TO BID (EXEMPTION)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	JHB25/22	CLOSING DATE:	27/11/2025	CLOSING TIME:	11:00
DESCRIPTION	COMPREHENSIVE MAINTENANCE,SERVICE AND REPAIRS CONTRACT FOR 38 SCHINDLER LIFTS,HOIST,STAIR LIFTS FOR PARAPLEGIC EQUIPMENT FOR ALL CLIENTS WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT					

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

78 Mineralia Building,De Korte and De Beer
Braamfontein

OR POSTED TO: 78 Mineralia Building
Cnr De korte and De Beer
Braamfontein

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		**OR** CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		**DATE**		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE ([1]ALL APPLICABLE TAXES)**		

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DPW&I	CONTACT PERSON	Tebogo Bokaba
CONTACT PERSON	Busiswa Sambo	TELEPHONE NUMBER	011 713 6062/082 883 2868
TELEPHONE NUMBER	011 713 6278	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Tebogo.Bokaba@dpw.gov.za
E-MAIL ADDRESS	Busiswa.sambo@dpw.gov.za		

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

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

Invitation to Bid: PA-32

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

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

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

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

Note Well:

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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
THIS FORM IS ALIGNED TO SBD1

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

Invitation to Bid: PA-32

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

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

PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Comprehensive maintenance, services and repairs contract for 38 schindler, lifts, and hoist stair lifts for paraplegic equipment for all clients within the jurisdiction of Johannesburg Regional office for the period of 24 months.

Tender no:	JHB 25/22	**Reference no:**	
Advertising date:	07/11/2025	**Closing date:**	27/11/2025
Closing time:	11:00	**Validity period:**	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of ***6 SI*** *or* ***6 SI**** or higher.

** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of ***select tender value range select class of construction works*** **PE** *or* ***select tender value range select class of construction works*** **PE*** or higher.

** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

Note 1: *Failure to meet minimum functionality score will result in the tenderer being disqualified.*

Functionality criteria[1]:	**Weighting factor:**
1. WORK EXPERIENCE AND COMPLETION CERTIFICATES Number of completed project/s of similar in nature within the past 10 years Completion Certificate / letter confirming completion of works together with appointment letter will serve as proof. No practical completion Certificate will be accepted. Certified copies not older than 6 months must be attached. 5 = 5 appointment letters and completion letters/certificates for similar projects completed with the value of R 3 million and above per project in the past 10 years. 4 = 4 appointment letters and completion letters/certificates for similar projects completed with the value of R 3 million and above per project in the past 10 years 3 = 3 appointment letters and completion letters/certificates for similar projects completed with the value of R 3 million and above per project in the past 10 years. 2 = 2 appointment letters and completion letters/certificates for similar projects completed with the value of R 3 million and above per project in the past 10 years 1 = 1 appointment letters and completion letters/certificates for similar projects completed with the value of R 3 million and above per project in the past 10 years Non- submission of any of the above, bidder will score 0 (zero) points.	35

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

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".

2. HUMAN RESOURCE Adequate capacity of qualified personnel to carry out a project of this magnitude. Attach a certified copy of a trade certificate which can be verified by accredited body. 5 Points = 5 or more qualified lift mechanic and 2 electrical/fitter/millwright artisan and senior lift mechanic with 10 year experience or more after qualification. 4 Points = 4 qualified lift mechanicand 2 electrical/fitter/millwright artisan and senior lift mechanic with 10 year experience or more after qualification 3 Points = 3 qualified lift mechanic and 2 electrical/fitter/millwright artisan and senior lift mechanic with 10 year experience or more after qualification 2 Points = 2 qualified lift mechanic and 2 electrical/fitter/millwright artisan and senior lift mechanic with 10 year experience or more after qualification 1 Point = 1 qualified lift mechanic and 2 electrical/fitter/millwright artisan and senior lift mechanic with 10 year experience or more after qualification. Non- submission of the above,the bidder will score 0 (zero) points	35
3.RESOURCES Acceptable transportation must be categorised as light delivery vehicle (LDV) Attach a certified proof of ownership or letter of intent indicating number of vehicles. 1 proof of ownership or letter of intent indicating number of vehicle Score =1 2 proof of ownership or letter of intent indicating number of vehicles Score =2 3 proof of ownership or letter of intent indicating number of vehicles Score =3 4 proof of ownership or letter of intent indicating number of vehicles Score =4 5 or more proof of ownership or letter of intent indicating number of vehicles Score=5 Non- submission of the above will score zero (0) points	20
4. FINANCIAL CAPABILITY The bidder must submit an original bank stamped rating letter or certified copy of such letter , which is not older than six (6 months) at the closing date of the tender Bank rating E Score=1 Bank rating D Score=2 Bank rating C Score=3 Bank rating B Score=4 Bank rating A Score=5 Non- submission of the above, the bidder will score 0 (zero) points..	10
Total	**100 Points**

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

Minimum functionality score to qualify for further evaluation:	60%

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

1. This is a specialised nature of work. 2.High level of compitency is required. 3. Minimum functionality score set to 60 percent to ensure that bidders score at least the minimum on each of the criteria

3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)

3.1. **Indicate which preference points scoring system is applicable for this bid:**

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

4. RESPONSIVENESS CRITERIA

4.1. **Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder <u>shall</u> result in the tender offer being disqualified from further consideration:**

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	☐	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	☐	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register.
8	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	☒	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	☒	The CIDB grading for the tender is 6 SI or 6 SI or Higher
11	☐	
12	☐	
13	☐	

14	☐	
15	☐	

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

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

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☐	Submission of PA-16.1 (EC): Ownership Particulars
6	☒	Submission of documentation relating to **risk assessment criteria** as contained in C 2.1 of DPW-03 Tender Data.
7	☒	Submission of (PA 40): Declaration of Designated Groups.
8	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	☒	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	☒	1. Sign an undertaking that you will take a minimum of three (3) EPWP Participants. Annexure A 2. Bidders must sign a declaration of security screening of the company director/s and all employees attached to the project. Annexure B 3. In terms of submitting Public Liability Insurance Certificate the bidder must complete and sign the declaration (Annexure C) to agree that in the event where an injury or damage occurs the bidder will be liable for all legal claims that may arise while executing the job on site
14	☒	Submission of DPW -16 signed by the authorised official and completion of bid briefing attendance register , as this is an specialized work bidder have to inspect the site
15	☐	
16	☐	
17	☐	
18	☐	

4.3. **Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder <u>shall</u> 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

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS:

☒ **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 in table 1 below are applicable.**

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.

			Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	• 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 (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).	
	OR				
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) 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 naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

6. BID EVALUATION METHOD

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

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

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

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right

to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.

13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

7.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**Not applicable**
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**Not applicable**
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**Not applicable**

(d)	**cidb BUILD Programme**: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**Not applicable**
(e)	**cidb BUILD Programme:** Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	**Not applicable**
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	**Not applicable**
(g)	Labour Intensive Works – Condition of Contract.	**Not applicable**
(h)		**Select**
(i)		**Select**

9. COLLECTION OF TENDER DOCUMENTS

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

☒ Alternatively; Bid documents may be collected during working hours at the following address 78 Mineralia building,Cnr De korte and De Beer stree,Braamfontein. A non-refundable bid deposit of **R** 500.00 is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **not compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

Venue:	78 Mineralia building Cnr De korte and De Beer stree Braamfontein		
Virtual meeting link:	N/A		
Date:	17/11/2025	**Starting time:**	10:00

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Tebogo Bokaba	**Telephone no:**	011 713 6062

Cellular phone no	082 883 2868	**Fax no:**	N/A
E-mail	Tebogo.Bokaba@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Busiswa Sambo	**Telephone no:**	011 713 6278
Cellular phone no	N/A	**Fax no:**	N/A
E-mail	Busiswa.Sambo@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Tender documents may be posted to:		**Deposited in the tender box at:**
The Director-General Department of Public Works and Infrastructure Private Bag X 3 Braamfontein 2017 **Attention:** **Procurement section:** Room G06	**OR**	78 Mineralia Building cnr De Korte and De Beer Braamfontein 2017

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	***COMPREHENSIVE MAINTENANCE,SERVICE AND REPAIRS CONTRACT FOR 38 SCHINDLER LIFTS,HOIST,STAIR LIFTS FOR PARAPLEGIC EQUIPMENT FOR ALL CLIENTS WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS***		
Tender / Quotation no:	JHB25/22	**Reference no:**	

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **COMPREHENSIVE MAINTENANCE,SERVICE AND REPAIRS CONTRACT FOR 38 SCHINDLER LIFTS,HOIST,STAIR LIFTS FOR PARAPLEH=GIC EQUIPMENT FOR ALL CLIENTS WITHIN THE JURISDICTION OF JOHANNESBURG REGIAONL OFFICE FOR THE PERIOD OF 24 MONTHS**

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

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

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES ("All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in figures) **R** .....

Rand (in words).....

.....

.....

The amount in words takes precedence over the amount in figures. 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***.

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

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

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

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender / Quotation no: JHB25/22

AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as:	**Note:** **A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.**

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

The official documents ..... ☐

The official alternative ..... ☐

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

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

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender / Quotation no: JHB25/22

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

.....

.....

Other Contact Details of the Tenderer are:

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

Fax No .....

Postal address .....

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

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

CIDB Registration Number: .....

ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 Agreement and contract data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of work
Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Name of signatory	Signature	Date

Tender / Quotation no: JHB25/22

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	***78 Mineralia Building*** ***Cnr De Korte and De Beer Street*** ***Braamfontein*** ***2017***

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

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

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

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	***COMPREHENSIVE MAINTENANCE,SERVICE AND REPAIRS CONTRACT FOR 38 SCHINDLER LIFTS,HOIST,STAIR LIFTS FOR PARAPLEGIC EQUIPMENT FOR ALL CLIENTS WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS***		
Tender / quotation no:	JHB 25/22	**Closing date:**	27/11/2025
Advertising date:	07/11/2025	**Validity period:**	84 calender days

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

1.1. Current projects

Projects currently engaged in		**Name of Employer or Representative of Employer**	**Contact tel. no.**	**Contract sum**	**Contractual commence-ment date**	**Contractual completion date**	**Current percentage progress**
1							
2							
3							
4							
5							
6							
7							
8							

Tender no: ***JHB 25/107A***

1.2. Completed projects

Projects completed in the previous 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence-ment date	Contractual completion date	Date of Certificate of Practical Completion
1							
2							
3							
4							
5							
6							
7							
8							
9							

Name of Tenderer	Signature	Date

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:
The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

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

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

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
i) The name and address of the supplier and/or person restricted by the purchaser;
ii) The date of commencement of the restriction
iii) The period of the restriction; and
iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

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

28. **Limitation of Liability**

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

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

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

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....

.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

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

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

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

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

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

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

---

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

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

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

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

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

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   (Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

_____

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   _____

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

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

   _____

   _____

   (Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

   and who will sign as follows: _____

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

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

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

   Physical address: _____

   _____

   _____

   _____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

_____

_____

(Project description as per Bid /Tender Document)

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

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____

_____ (Postal code)_____

Postal Address: _____

_____

_____

_____(Postal code)_____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

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

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 **Preference Points System to be applied**

(*tick whichever is applicable*).

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

☐ The applicable preference point system for this tender is the **90/10** preference point system.

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

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

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 **Breakdown Allocation of Specific Goals Points**

☐ **1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

Table 2

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 (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or

			• Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

		owned by black women (mandatory)		
	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
	OR			
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) 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 naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

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:

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

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

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.

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	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: .....

.....

.....

.....

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

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	***COMPREHENSIVE MAINTENANCE,SERVICE AND REPAIRS CONTRACT FOR 38 SCHINDLER LIFTS,HOIST,STAIR LIFTS FOR PARAPLEGIC EQUIPMENT FOR ALL CLIENTS WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS***		
Tender / Quotation no:	*JHB25/22*	**Reference no:**	
Closing date:	*27/11/2025*		

This is to certify that I, _____representing

_____in the capacity of

_____ visited the site on: ***17/11/2025***

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	***COMPREHENSIVE MAINTENANCE,SERVICE AND REPAIRS CONTRACT FOR 38 SCHINDLER LIFTS,HOIST,STAIR LIFTS FOR PARAPLEGIC EQUIPMENT FOR ALL CLIENTS WITHIN THE JURISDICTION OF JOHANNESBURG REGIONAL OFFICE FOR THE PERIOD OF 24 MONTHS***		
Tender no:	*JHB25/22*	**Reference no:**	

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

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

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: ***JHB25/22***

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

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

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

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

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

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: ***JHB25/22***

2. DECLARATION:

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

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

2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), 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**

public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

UNDERTAKING FOR EPWP

Project title	**COMPHREHENSIVE MAINTENANCE SERVICES AND REPAIR CONTRACT FOR 38 SCHINDLER LIFTS, HOIST, STAIR LIFTS FOR PARAPLEGIC EQUIPMENT FOR ALL CLIENTS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE FOR 24 MONTHS**
Quotation number	**JHB25/22**
Advert date	**07/11/2025**
Site briefing date	**17/11/2025**
Closing date	**27/11/2025**

I_____ **from the Company**

_____.

Hereby undertaking to employ three (03) EPWP participants.

- To comply with EPWP requirements in terms of job creation and reporting.
- **COMPLIANCE WITH LEGISLATION / AGREEMENTS**

  The employment relationship between the Employer and the Employee shall be subject to and governed by the EPWP Ministerial Determination ACT, 1997; the Occupational Health and Safety Act 85 of 1993, the Unemployment Insurance Act 63 of 2001, and the Compensation for Occupational Injuries and Diseases Act 130 of 1993. In cases where the EPWP conditions are silent on certain matters, the Basic Conditions of Employment Act (BCEA) will apply.

PROVIDE THE FOLLOWING INFORMATION:

- Certified copies of identity documents for the beneficiaries.
- Attendance registers.
- Proof of payments for their salaries.
- Contract agreement between the employer and employee.

Signed by : _____
Director of the Company

Company name : _____

DATE : _____

public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

UNDERTAKING
FOR
PUBLIC LIABILITY INSURANCE

Project title	COMPREHENSIVE MAINTENANCE,SERVICE AND REPAIRS CONTRACT FOR 38 SCHINDLER LIFTS,HOIST,STAIR LIFTS FOR PARAPLEGIC EQUIPMENT FOR ALL CLIENTS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS
Tender number	**JHB 25/22**
Advert date	**07/11/2025**
Site briefing date	**17/11/2025**
Closing date	**27/11/2025**

I _____ from the Company

_____

Hereby undertake to:

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

Signed by : _____
Director of the Company

Signature : _____

Company name : _____

Date : _____

public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

DECLARATION FOR SECURITY SCREENING

Project title	**COMPREHENSIVE MAINTENANCE,SERVICE AND REPAIRS CONTRACT FOR 38 SCHINDLER LIFTS,HOIST,STAIR LIFTS FOR PARAPLEGIC EQUIPMENT FOR ALL CLIENTS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS**
Quotation number	**JHB25/22**
Advert date	**07/11/2025**
Site briefing date	**17/11/2025**
Closing date	**27/11/2025**

I_____**from the Company**

_____.

Hereby undertake to:

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

Signed by: _____
Director of the Company

Company name: _____

DATE: _____

JHB 25/22

REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS

THE BID

FOR

COMPHREHENSIVE MAINTENANCE SERVICES AND REPAIR CONTRACT FOR 42 OTIS LIFTS, HOIST, STAIR LIFTS FOR PARAPLEGIC EQUIPMENT FOR ALL CLIENTS WITHIN THE JURISDICTION OF JHB REGIONAL OFFICE

FOR

24 MONTHS

OFFICE OF THE REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X3
BRAAMFONTEIN
2107

DATE: _____

Contents

1. VALUE-ADDED TAX 2
2. PRICES 2
3. THE BID 2
4. DOCUMENTS 2
5. PROVISIONAL QUANTITIES 3
6. RATES 3
7. CONTRACT PERIOD, RENEWAL, AND TARIFF ADJUSTMENT 3
8. ACCESS TO PREMISES 4
9. ACCESS CARDS TO SECURITY AREAS 4
10. SECURITY CHECK ON PERSONNEL 4
11. TRAINED STAFF 4
12. REDUNDANT MATERIAL, RUBBISH, AND WASTE 5
13. ASSOCIATED ELECTRICAL WORK (N/A) 5
14. SCOPE OF CONTRACT 5
15. PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A) 6
16. OFFICIAL ORDER FOR REPAIRS 6
17. EXECUTION OF REPAIRS 6
18. JOB CARDS FOR REPAIRS 7
19. ACCOUNTS FOR SERVICING AND REPAIRS 7
20. PAYMENT TO CONTRACTORS 7
21. CONTRACTOR'S QUOTATIONS, ORDER NUMBERS, AND INVOICES 7
22. CRITERIA APPLICABLE TO TAX INVOICES 8
23. PROFIT ON MATERIAL (NON SCHEDULE ITEMS) 8
24. TRANSPORT COST 9
25. THIS IS NOT A LUMP SUM CONTRACT 9
26. BASIC CONDITION OF EMPLOYMENT ACT 75 OF 1997 9
27. CALL CENTER 9
28. CANCELLATION OF SERVICING TO INSTALLATIONS 9
29. NON-PERFOMENCE 10
30. BILL OF QUANTITY 11

SPECIAL CONDITIONS OF CONTRACT

1. VALUE-ADDED TAX

All prices, rates, tariffs, etc. in this tender document shall exclude Value-Added Tax (VAT).

2. PRICES

All prices for items in this document shall include additional costs, if any that may occur as a result of these Contracts as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

3. THE BID

The pages of this BID are numbered consecutively. The BIDDER shall, before submitting his BID, check the numbers of the pages and should any be missing or duplicated, or the reproduction is indistinct, or if any doubt exists as to the full intent or meaning of any description, or this BID contains any obvious errors, the BIDDER shall obtain a directive in writing from the Department.

The text of this BID and other documents as prepared by the Department shall be adhered to and no alteration, erasure, omission, or addition thereto by the BIDDER shall be accepted.

4. DOCUMENTS

Should there be any contradiction between these, the Conditions of Contract (PW 677) and the Conditions of the BID (PW 210), the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final.

The following documents shall be read in conjunction with this BID.

a) State Tender Board General Conditions and Procedures (ST 36).

b) Occupational Health and Safety Act, Act no 85 of 1993.

c) Municipal by-laws and any special requirements of the Local Authority.

d) The Document PW379.

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

The above-mentioned documents are available from the office of the Regional Manager, 78 cnr De Korte Street and De Beer, Braamfontein 2107 for information.

5. PROVISIONAL QUANTITIES

All quantities in this BID document are provisional and inserted to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

6. RATES

Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A", or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the BID. The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies, or what they consider to be unreasonable or unbalanced rates.

This is not a lump sum contract.

7. CONTRACT PERIOD, RENEWAL, AND TARIFF ADJUSTMENT

This BID shall be valid for 24 months commencing from the date of the letter of acceptance of the tender.

NOTE: EXIT CLAUSE, TERMINATION

Should the Department appoint a lump sum contractor for Johannesburg: Various GVT Buildings : Repair, Modernization and Maintenance of Passenger and Goods Lifts: The following shall apply

7.1 **The Department shall give three (3) months written notice to the contractor appointed as a result of this Bid of termination of the contractor.**

7.2 **The contractor appointed as a result of this Bid whose contract has been terminated under clause 7.1 above the tenderer whose contract has been terminated will have no right of recourse against the Department for any civil damage arising from the termination of this contract as the successful tenderer accepts these conditions at the time of the award.**

The contract tariffs shall remain fixed for 4 calendar months including escalation, and no further adjustments will be allowed except that an increase in VAT will apply. Any extension of this contract will only be approved if required by the Regional Bid Committee.

8. ACCESS TO PREMISES

The Contractor undertakes to:

a) Arrange with the occupants of buildings regarding access to the premises to execute the required service.

b) Take adequate precautions to prevent damage to buildings, fittings, and furnishing inside the premises and elsewhere on the site.

c) Accept liability and indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

d) Safeguard all his employees under the regulations of the Unemployment Insurance Act l966, (Act no 30 of l966) and any amendments thereof.

e) Comply with all by-laws and requirements of the Local Authority.

b) Carry out maintenance, servicing, and repairs during normal working hours

9. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, either from the Correctional Services Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the Department of Correctional Service, etc.

10. SECURITY CHECK ON PERSONNEL

The Department of Correctional Services may require the Contractor to have his personnel or a certain number of them security classified.

In the event of the Department requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

11. TRAINED STAFF

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to maintain the installations and keep them in perfect working condition. The Department reserves the right to inspect the Bidder's premises for a plant, equipment, and general good management before the bid is awarded.

Note:

A Statement of Experience gained and on what type of equipment shall be submitted with the tender.

12. REDUNDANT MATERIAL, RUBBISH, AND WASTE

All rubbish and waste shall be removed from the site by the Contractor.

13. ASSOCIATED ELECTRICAL WORK (N/A)

Note:

All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993)

14. SCOPE OF CONTRACT

This contract for the maintenance, comprehensive service and repairs of all Otis lifts, hoists and stair lifts for paraplegic equipment for all clients within the jurisdiction of Johannesburg Regional Office for 24 months as specified.

The Contractor shall submit to the **Head of the Sub Directorate Technical Maintenance** a **program with fixed calendar dates when equipment will be serviced** within 14 days after the contract has been awarded, to enable the **Head of the Sub Directorate Technical Maintenance** to arrange for inspections.

Any deviations from this program shall be brought to the attention of the **Head of the Sub Directorate Technical Maintenance** by facsimile at least 7 days before the due.

The Contractor shall supply, at his own cost, all consumable material such as oil, grease, waste, hacksaw blades, welding rods, and material for all other forms of welding, insulation tape, cleaning materials, chemicals, etc. necessary for the proper execution of repairs, maintenance, and servicing. **No claims for consumables shall be accepted.** Where repairs are required to specialize items of equipment the Contractor shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of sub-contractors, he shall apply to the Department for written approval before making use of their services. **No mark-up or handling fees on subcontractor's invoices shall be accepted.**

15. PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A)

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit the service sheet, completed job card, and an invoice must be handed into the Registry section at DPW Johannesburg.

The Contractor shall make his arrangements for printing and duplicating service schedules and job cards at their expense.

The service schedule shall be countersigned by the officer in charge **(Head of Facilities)** of the building in which the equipment is situated and he shall endorse the schedule to the effect that the equipment is, in his opinion, operating satisfactorily.

16. OFFICIAL ORDER FOR REPAIRS

a) An official order for repairs shall be issued to the Contractor.

b) Instructions for repairs may only be issued to Contractors by officials of this Department (DPW/ JHB) who are the appointed persons responsible to issue the instruction. For each repair, the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing.

Any instruction given by the Client and attended to by the contractor will not be honored by DPW but by the Client Department.

c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.

e) Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment and incorrect calculations.

17. EXECUTION OF REPAIRS

In the event of repairs having to be carried out urgently during the cause of a programmed service, details of such repairs shall be reported immediately to the Head of the Technical Maintenance for further instructions and/or authority to proceed.

No work may be carried out without prior instruction from the Head of Technical Maintenance.

The Contractor shall respond to all normal breakdown calls within 2(two) hours of receipt of the call. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time? The written request shall clearly state all the reasons for the extension request. Permission for extension shall be in writing.

For emergency services, the response time shall be 1 (one) hour from the receipt of the call night or day. Only breakdowns which affect public health could cause an environmental disaster, or the operation and safety of sensitive equipment shall be treated as emergency repairs.

In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.

18. JOB CARDS FOR REPAIRS

Job cards shall be completed in all respects for every repair undertaken. Job cards shall be following the example included in this document and duplicating or printing thereof shall be for the Contractor's own cost.

Job cards shall be completed in duplicate, legibly in ink after completion of each repair and all unused lines shall be ruled through. The job card must be submitted with the invoice, the contractor shall submit a copy of the fully completed job card to the User Department for audit purposes and verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice.

19. ACCOUNTS FOR SERVICING AND REPAIRS

- Accounts for servicing shall be accompanied by a Service Schedule.
- Accounts for repairs executed shall be accompanied by a job card.
- The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the tender document.

Note:

Any overpayments discovered at a later stage shall be rectified and the Department shall recover the overpayment.

The appointed bidder shall structure his quote and invoice to include the item numbers as per the Tender Document Annexure A and B

20. PAYMENT TO CONTRACTORS

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be **made within 30 days electronically into the contractor's banking account after receipt thereof.**

21. CONTRACTOR'S QUOTATIONS, ORDER NUMBERS, AND INVOICES

- Prices must be clear with no corrections, no correction fluid must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted

- The price on the invoice must correspond with the price on the quotation and order number.
- Only original invoices are accepted, no copies are allowed.
- Because of the nature of services and repair work, being mostly an urgent requirement, orders will only remain active for payment for three (3) months.
- Contractors must thus ensure that their invoices and supporting documents are submitted within three months or give written notice via fax or letter to the Head: of Supply Chain Management, citing the problem.

22. CRITERIA APPLICABLE TO TAX INVOICES

A tax invoice must contain the following:

- The words 'tax invoice' is in a prominent place;
- the name, address, and registration number of the supplier;
- the name and address of the recipient;
- an individual serialized number and the date upon which the tax invoice is issued
- a description of the goods or services supplied;
- the quantity or volume of the goods or services supplied;
- either-
    - i. The value of the supply, the amount of tax charged, and the consideration for the supply; or
    - ii. Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply, and either the amount of the tax charged or a statement that includes a charge in respect of the tax and the rate at which the tax was charged.
- close corporation of company registration number

23. PROFIT ON MATERIAL (NON SCHEDULE ITEMS)

Percentage mark-up is allowed on non-scheduled material, equipment, and requirements only and not on labor, transport, and sub-contractors services. The percentage mark-up shall then be calculated on the price excluding VAT. **A supplier invoice is required on all non-scheduled items.**

24. TRANSPORT COST

a) Transport costs will include the cost of wages and overheads for personnel during transport to the site and the running cost of the vehicle
b) Transport cost will be calculated from Johannesburg Regional Office as per attached map zone 1 to 4. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instruction executed on the same day or
c) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled repairs, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

25. THIS IS NOT A LUMP SUM CONTRACT

26. BASIC CONDITION OF EMPLOYMENT ACT 75 OF 1997

- The successful bidder will be responsible to adhere to the BASIC CONDITION OF EMPLOYMENT ACT 75 OF 1997 in terms of the basic labour rates. Any transgression of this act by the service provider will be severely dealt with by the relevant Department of labour. The Department Of Public Works will be exempt from these responsibilities.
- The successful bidder will be responsible to adhere to the Basic Conditions of Employment Act, 1997 Ministerial Determination 4: Expanded Public Works programs in terms of section 50, to make a Ministerial Determination establishment the condition of employment for employees in Expanded Public works Program.

27. CALL CENTER

The DPW has a call center in a place that deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contract in respect of the time frames to react to the required service delivery. The successful bidder shall comply with these time frames and report close calls (services completed weekly by the Tuesday of each week by 12:00 pm.

28. CANCELLATION OF SERVICING TO INSTALLATIONS

The department reserves the right to cancel/ suspend this contract partly, meaning that certain installations or services, or repairs might be withdrawn from this

contract at any stage during the period of this term contract or any new installation may be added. The contractor undertakes not to lay any claims against the Department in these events. A written 30 days notice in this regard will be issued to the contractor.

29. NON-PERFORMENCE

NOTE: SHOULD THE APPOINTED CONTACTOR NOT PERFORM OR DEFAULT ON SERVICE DELIVERY DURING ANY PHASE OF THESE CONTRACTS THE DEPARTMENT RESERVES THE RIGHT TO CANCEL THE CONTRACT AND RECOVER THE DIFFERENCE IN PRICE BETWEEN THE CONTRACTOR IN DEFAULT AND THE NEXT CONTRACTOR RECOMMENDED TO CONTINUE WITH THE CONTRACT, WHERE APPLICABLE.

32. BILL OF QUANTITY

1	SCHEDULE 1 - COMPREHENSIVE REPORT (ANNEXURE B)					
No	**Building name**	**Building Address**	**Lift no**	**Rate per Lift (Year 1)**	**Rate per Lift (Year 2)**	**Total (Year 1 + Year 2)**
1.1	Krugersdorp SAPS	118 Commissioner Street		R	R	R
1.2	Krugersdorp SAPS	118 Commissioner Street		R	R	R
1.3	HQ Vereeniging SAPS			R	R	R
1.4	Home Affairs	77 Harrison Street		R	R	R
1.5	Home Affairs	77 Harrison Street		R	R	R
1.6	Home Affairs	77 Harrison Street		R	R	R
1.7	Home Affairs	77 Harrison Street		R	R	R
1.8	HQ Dist. Rooderpoort SAPS	Cnr Konning & Raath Street		R	R	R
1.9	HQ Dist. Rooderpoort SAPS	Cnr Konning & Raath Street		R	R	R
1.10	Kagiso SAPS	Cnr Kagiso & Kutlwano		R	R	R

1.11	Kagiso SAPS	Cnr Kagiso & Kutlwano		R	R	R
1.12	Kempton Park Flats	Commissioner Street		R	R	R
1.13	JHB Central SAPS	Commissioner Street		R	R	R
1.14	JHB Central SAPS	Commissioner Street		R	R	R
1.15	JHB Central SAPS	Commissioner Street		R	R	R
1.16	JHB Central SAPS	Commissioner Street		R	R	R
1.17	New revenue office	4 Rissik Street		R	R	R
1.18	New revenue office	4 Rissik Street		R	R	R
1.19	New revenue office	4 Rissik Street		R	R	R
1.20	New revenue office	4 Rissik Street		R	R	R
1.21	New revenue office	4 Rissik Street		R	R	R
1.22	New revenue office	4 Rissik Street		R	R	R
1.23	New revenue office	4 Rissik Street		R	R	R
1.24	New revenue office	4 Rissik Street		R	R	R

1.25	Inners Chambers (NPA)	Prichard Streer	R	R	R
1.26	Inners Chambers (NPA)	Prichard Streer	R	R	R
1.27	Inners Chambers (NPA)	Prichard Streer	R	R	R
1.28	Inners Chambers (NPA)	Prichard Streer	R	R	R
1.29	Inners Chambers (NPA)	Prichard Streer	R	R	R
1.30	JHB Gauteng High Court	Prichard Streer	R	R	R
1.31	JHB Gauteng High Court	Prichard Streer	R	R	R
1.32	JHB Gauteng High Court	Prichard Streer	R	R	R
1.33	JHB Gauteng High Court	Prichard Streer	R	R	R
1.34	JHB Gauteng High Court	Prichard Streer	R	R	R
1.35	JHB Gauteng High Court	Prichard Streer	R	R	R
1.36	JHB Gauteng High Court	Prichard Streer	R	R	R
1.37	JHB Gauteng High Court	Prichard Streer	R	R	R

1.38	JHB Gauteng High Court	Prichard Streer		R	R	R
1.39	JHB Gauteng High Court	Prichard Streer		R	R	R
1.40	JHB Gauteng High Court	Prichard Streer		R	R	R
1.41	Hillbrow SAPS			R	R	R
1.42	Nigel Magistrate			R	R	R
1.43	Kempton Park Magistrate Court			R	R	R
1.44	Diepsloot SAPS			R	R	R
1.45	Germiston SAPS			R	R	R
1.46	Germiston SAPS			R	R	R
1.47	Germiston SAPS			R	R	R
1.48	Medical Bureau	144 De Korte Street		R	R	R
1.49	Medical Bureau	145 De Korte Street		R	R	R
1.50	Roodepoort Magistrate Court			R	R	R
					Total	R

2	SCHEDULE 1 - COMPREHENSIVE REPORT (ANNEXURE B)							
No	**Building name**	**Building Address**	**Lift no**	**Rate per Lift (Monthly) First Year**	**Rate per Lift x12 month (Year 1)**	**Rate per Lift (Monthly) Second Year**	**Rate per Lift x12 month Second Year**	**Total (Year 1 + Year 2)**
2.1	Krugersdorp SAPS	118 Commissioner Street		R	R	R	R	R
2.2	Krugersdorp SAPS	118 Commissioner Street		R	R	R	R	R
2.3	HQ Vereeniging SAPS			R	R	R	R	R
2.4	Home Affairs	77 Harrison Street		R	R	R	R	R
2.5	Home Affairs	77 Harrison Street		R	R	R	R	R
2.6	Home Affairs	77 Harrison Street		R	R	R	R	R
2.7	Home Affairs	77 Harrison Street		R	R	R	R	R
2.8	HQ Dist. Rooderpoort SAPS	Cnr Konning & Raath Street		R	R	R	R	R
2.9	HQ Dist. Rooderpoort SAPS	Cnr Konning & Raath Street		R	R	R	R	R
2.10	Kagiso SAPS	Cnr Kagiso & Kutlwano		R	R	R	R	R
2.11	Kagiso SAPS	Cnr Kagiso & Kutlwano		R	R	R	R	R
2.12	Kempton Park Flats	Commissioner Street		R	R	R	R	R

2.13	JHB Central SAPS	Commissioner Street		R	R	R	R	R
2.14	JHB Central SAPS	Commissioner Street		R	R	R	R	R
2.15	JHB Central SAPS	Commissioner Street		R	R	R	R	R
2.16	JHB Central SAPS	Commissioner Street		R	R	R	R	R
2.17	New revenue office	4 Rissik Street		R	R	R	R	R
2.18	New revenue office	4 Rissik Street		R	R	R	R	R
2.19	New revenue office	4 Rissik Street		R	R	R	R	R
2.20	New revenue office	4 Rissik Street		R	R	R	R	R
2.21	New revenue office	4 Rissik Street		R	R	R	R	R
2.22	New revenue office	4 Rissik Street		R	R	R	R	R
2.23	New revenue office	4 Rissik Street		R	R	R	R	R

2.24	New revenue office	4 Rissik Street		R	R	R	R	R
2.25	Inners Chambers (NPA)	Prichard Streer		R	R	R	R	R
2.26	Inners Chambers (NPA)	Prichard Streer		R	R	R	R	R
2.27	Inners Chambers (NPA)	Prichard Streer		R	R	R	R	R
2.28	Inners Chambers (NPA)	Prichard Streer		R	R	R	R	R
2.29	Inners Chambers (NPA)	Prichard Streer		R	R	R	R	R
2.30	JHB Gauteng High Court	Prichard Streer		R	R	R	R	R
2.31	JHB Gauteng High Court	Prichard Streer		R	R	R	R	R
2.32	JHB Gauteng High Court	Prichard Streer		R	R	R	R	R
2.33	JHB Gauteng High Court	Prichard Streer		R	R	R	R	R
2.34	JHB Gauteng High Court	Prichard Streer		R	R	R	R	R
2.35	JHB Gauteng High Court	Prichard Streer		R	R	R	R	R

2.36	JHB Gauteng High Court	Prichard Streer		R	R	R	R	R
2.37	JHB Gauteng High Court	Prichard Streer		R	R	R	R	R
2.38	JHB Gauteng High Court	Prichard Streer		R	R	R	R	R
2.39	JHB Gauteng High Court	Prichard Streer		R	R	R	R	R
2.40	JHB Gauteng High Court	Prichard Streer		R	R	R	R	R
2.41	Hillbrow SAPS			R	R	R	R	R
2.42	Nigel Magistrate			R	R	R	R	R
2.43	Kempton Park Magistrate Court			R	R	R	R	R
2.44	Diepsloot SAPS			R	R	R	R	R
2.45	Germiston SAPS			R	R	R	R	R
2.46	Germiston SAPS			R	R	R	R	R
2.47	Germiston SAPS			R	R	R	R	R
2.48	Medical Bureau	144 De Korte Street		R	R	R	R	R

2.49	Medical Bureau	145 De Korte Street		R	R	R	R	R
2.50	Roodepoort Magistrate Court			R	R	R	R	R
								R

3	REPAIR MATERIAL					
No.	Material	Rate for Year1	Quantity	Rate for Year 2	Quantity	Total (for 24 months)
3.1	CONTROLLERS					
3.2	SRU Board	R	1	R	1	R
3.3	Hall Board	R	1	R	1	R
3.4	CPU Board	R	1	R	1	R
3.5	Shaft Switch	R	1	R	1	R
3.6	Landing Door Switch	R	1	R	1	R
3.7	Landing Door Sensor	R	1	R	1	R
3.8	Landing door lock	R	1	R	1	R
3.9	Encort	R	1	R	1	R
3.10	COP Board	R	1	R	1	R
3.11	Main Drive	R	1	R	1	R
3.12	Door Drive	R	1	R	1	R
3.13	Door Drive motor	R	1	R	1	R
3.14	Sofware update	R	1	R	1	R
3.15	Shaft BI-Stable	R	1	R	1	R
3.16	Car Alarm	R	1	R	1	R
3.17	Intercom	R	1	R	1	R
3.18	Car stop switch	R	1	R	1	R
3.19	Power Supply	R	1	R	1	R
3.20	Car Light	R	1	R	1	R
3.21	Shaft Lights	R	1	R	1	R
3.22	Signal Board	R	1	R	1	R
3.23	Fan motor	R	1	R	1	R
3.24	Ropes p/m	R	1	R	1	R
3.25	Brake Shoes	R	1	R	1	R
3.26	Brake	R	1	R	1	R
3.27	Rollers	R	1	R	1	R
	4	ADDITIONAL				

4.1	Safety file	R	1	R	1	R
4.2	Pumping water out of the shaft					
4.3	Water pump					
4.4	Rescuing people in a stuck lift					
4.5	Condition Assessment (It is a once off assessment that will be carried out before all break downs can be logged)					
					Sub- Total	R

5	EPWP PARTICIPANTS				
Item	Employment of Youth Workers	UNIT	QTY	Rate per day	Total = (Unit x Qty x Rate per day)
5.1	EMPLOYMENT OF YOUTH WORKERS MEDICAL FITNESS The unit of measurement shall be the number of youth workers at the EPWP minimum rate of R 204 as the amount agreed by MINMEC multiplied by the period employed in months and the rate tender shall include full compensation for all costs associated with the employment of Two (3) youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 24 months' appointments for youth workers for stipend	R750	3	R2 250,00	R 4 500,00
5.2	Allow for R5500 /month x12 months (1st year)	3	230	R 250,00	R 172 500,00
5.3	Increase: 12 months + 6% Allow for 6% increase in year two	6%			R 10 350,00
5.4	Allow for R5830 /month x12 months (Second year)	3	230	R265,00	R182 850,00
				TOTAL	R365 700,00

5.6	Profit and attendance	10%			R36 570,00	
	a) Admin cost					
	b) Transport cost					
5.7	PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS					
5.8	Supply 3x EPWE branded overalls, 3x EPWP branded hardhat and 3x safety shoes	Item	Once off x 3		R 12,000.00	
5.9	Provision of small tools for youth workers				R 45,000.00	
5.10	Provide all youth worker with prescribe tools for the perspective trade specification for the mentioned tools to be provided by the service provider. These tools will become the property of the youth workers after the completion of the program.					
5.11	PROVISION OF TRADE TEST PREPARATION AND TESTING	3		R40 000	R120 000	
				Sub-Total	R 892 470,00	

6. TRANSPORT

Price for transport

1) The costs of workers and drivers travelling time shall be deemed to be included with the unit rates for transport cost.
2) All distances travelled will be measured from Department of Public Works Regional Office.
3) The attached map clearly indicates the JHB R/O jurisdiction.
4) The area have been divided into four (4) zones, and kilometers calculated on each zone represents return journey are as follow:
Zone 1 = 40km
Zone 2 = 80km
Zone 3 = 120km
Zone 4 = 180km

Item	Transport costs all Area	Travel (km) Year 1			Travel (km) Year 2		Total (Year 1 + Year 2)
6.1	Transport cost of a vehicle with a a capacity of 1 ton per km from zone 1 to zone 4	R			R		R
6.2	Transport cost of a vehicle with a a capacity of 2 ton per km from zone 1 to zone 4	R			R		R
						Sub-Total	R

7.

RATES FOR LABOUR

The rates for labour will be deemed to include for statutory minimum labour rate ,contribution to bonus, holiday, pension, medical funds etc. for normal working hours, as well as for transport costs including travelling time but excluding VAT

Items	Working Hours p/h	Unit	Year 1 Rate (Per/Hour	Year 2 Rate (Per/Hours	Total (Year 1 Rate + Year 2 Rate)
NORMAL WORKING HOURS 7h00 to 16h00					
7.1	Artisan	p/hr	R	R	R
7.2	Assistant /Semi-skilled worker	p/hr	R	R	R
AFTER-HOURS ,WORKING ON HOLIDAYS or WEEKENDS					
7.3	Artisan	p/hr	R	R	R
7.4	Assistant /Semi-skilled worker	p/hr	R	R	R
7.5	Non-scheduled Material Allow for the amount of R1 500 000.00 for the provision of cost of non-scheduled material that may be used.				R
7.6	Percentage Mark-up on the non-scheduled material that may be use. Percentage Mark-up (%)			%	R
				Sub-Total	R

SUMMARY PAGE

The total tender price for this service must include all labour and material required for the proper execution of the work and shall be carried over to the Tender form of offer which must be returned together with this document.

1. Schedule 1 : Comprehensive Report (Annexure B)		R
2. Schedule 2 : Monthly Report		R
3. Schedule 3 : Material		R
4. Schedule 4 : EPWP Participant		R 887 970,00
5. Schedule 5 : Transport		R
6. Schedule 6 : Labour Rates		R
Sub-Total		R
Value -Added Tax (VAT)	15%	R
Total Price (to be carried forward to DPW-07 Form of Offer		R

TENDERER'S SIGNATURE :

ADDRESS :

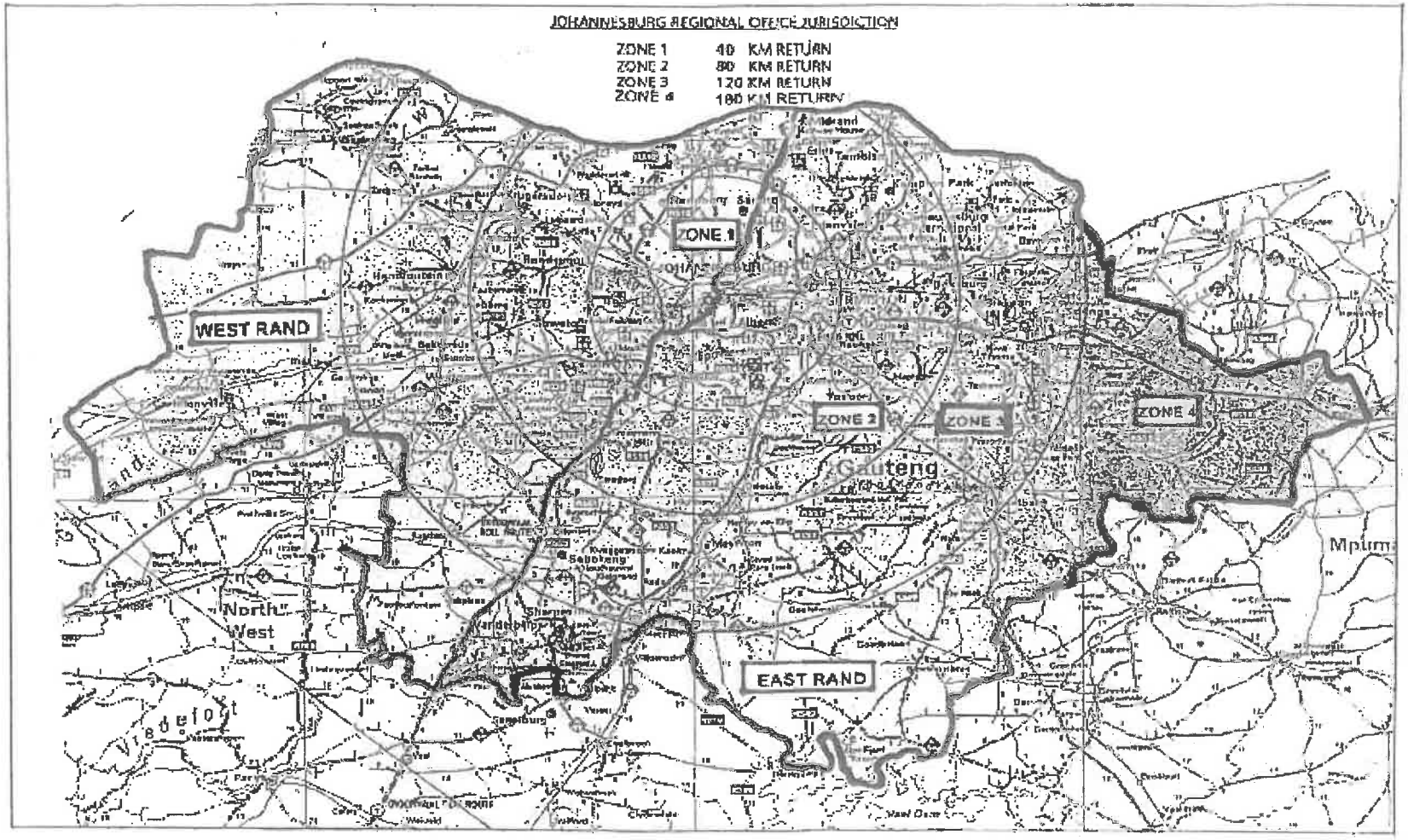
:

:

:

:

DATE :


JOHANNESBURG REGIONAL OFFICE JURISDICTION
ZONE 1 40 KM RETURN
ZONE 2 80 KM RETURN
ZONE 3 120 KM RETURN
ZONE 4 180 KM RETURN
ZONE 1
ZONE 2
ZONE 3
ZONE 4
WEST RAND
EAST RAND
Gauteng
North West
Vereeniging
Sebokeng
Vanderbijlpark
Sasolburg
Mpum