public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: 24 months Cleaning service at Belabela Magistrate.

BID NO:	**PLK 26/14**
Closing Date:	**01 September 2026**
Closing Time:	**11H:00**
Bid Briefing Meeting Date:	**N/A**
Bid Briefing Meeting time:	**N/A**

Tenderers CSD No: .....

Name of the Tenderer: .....

Bid Box Address
Department of Public Works & Infrastructure
Old Mutual Building
78 Hans Van Rensburg Street
Polokwane
0700

SCM SPECIFIC ENQUIRIES:	**TECHNICAL / PROJECT SPECIFIC ENQUIRIES**
Enquires: **Mr. Morifi T**	Enquires: **Mr. Ramagoma R**
Tel No: **015 293 8012** during office hours	Tel No: **015 291 6457** during office hours
Cell No: Click here to enter text.	Cell No: **066 470 6790**
Email Address: Thato.Morifi@dpw.gov.za	Email Address: Rendani.Ramagoma@dpw.gov.za

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

PLEASE TAKE NOTE
CLOSING TIME: 11H:00

BID NUMBER: PLK 26/14
CLOSING DATE: 01 SEPTEMBER 2026

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

The **Tax Clearance Certificate for Tender Purposes** from the Receiver of Revenue and the **Tender 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

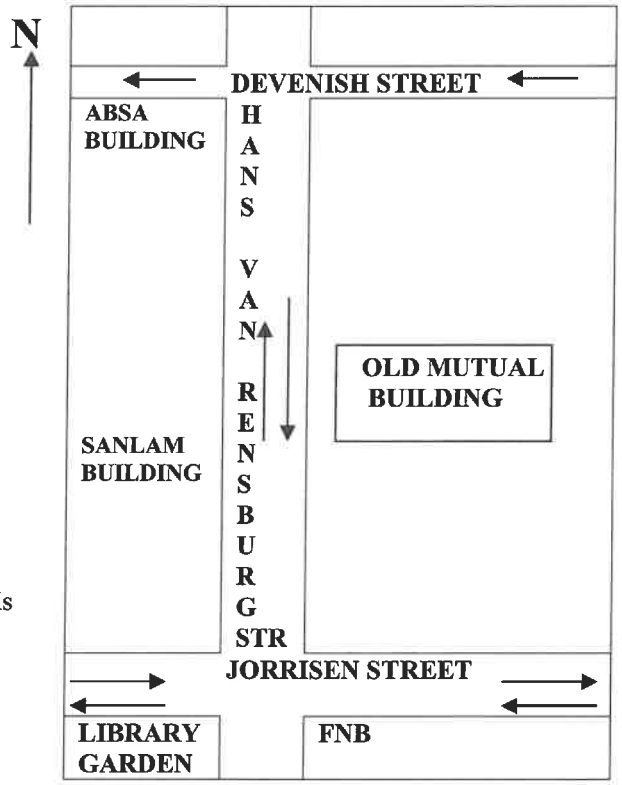
REGIONAL MANAGER
Department of Public Works
Private Bag X 9469
POLOKWANE
0700

ATTENTION: TENDER SECTION: DEPARTMENT OF PUBLIC WORKS, OLD MUTUAL BUILDING, GROUND FLOOR

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

OR

The tender documents may be deposited in the tender box which is identified as the tender box of the Department of Public Works, which is located at 78 Hans van Rensburg Street, Old Mutual Building, Ground Floor.



The tender box at the Regional Office: Department of Public Works: POLOKWANE is open **(Mondays to Fridays 07:30 – 12:15 / 13:00 – 16:00.)** 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 Government Tender Bulletin is available on the Internet on the following web sites:

1. http://www.treasury.gov.za
2. http://www.gov.za/tenders/

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SUMMARY OF BID INFORMATION

Bid Number	**PLK 26/14**	
Bid/ Project Description	**24 months Cleaning service at Belabela Magistrate.**	
Bid Closing date & Time	**Tuesday, 01 September 2026**	**Closing Time: 11H:00**
Bid Briefing Date & Time (If applicable)	*Date of Bid Briefing (if any)* **N/A**	*Time of Bid Briefing (if any)* **N/A**
Venue	**N/A**	
SCM SPECIFIC ENQUIRIES:	**Mr. Morifi T**	Thato.Morifi@dpw.gov.za
	015 293 8012	Click here to enter text.
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	**Mr. Ramagoma R**	Rendani.Ramagoma@dpw.gov.za
	015 291 6457	**066 470 6790**
Bid Validity Period	**84 calendar days**	
Bid Document Price	**Free of Charge**	
Procurement Plan Reference Number	**826**	

PA 32: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**PLK 26/14**	CLOSING DATE:	**Tuesday, 01 September 2026**	CLOSING TIME:	**11H:00**
DESCRIPTION	**24 months Cleaning service at Belabela Magistrate.**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).					

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

The Bid Box, Department of Public Works and Infrastructure, Polokwane Regional Office
Old Mutual Building, 78 Hans Van Rensburg Street, Polokwane, 0700
OR POSTED TO:
The Bid Box, Department of Public Works and Infrastructure, Polokwane Regional Office
Old Mutual Building, 78 Hans Van Rensburg Street, Polokwane, 0700

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		**OR**	CSD No:	
Signature of Bidder	.....		Date		
CAPACITY UNDER WHICH THE BID IS SIGNED (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE (ALL INCLUSIVE TAXES)**		**R**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	**PUBLIC WORKS & INFRASTRUCTURE**	CONTACT PERSON	**Mr. Ramagoma R**
CONTACT PERSON	Mr. Morifi T	TELEPHONE NUMBER	**015 291 6457**
TELEPHONE NUMBER	**015 293 8012**	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Rendani.Ramagoma@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	**066 470 6790**

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

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

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

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

***Note Well*:**

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.

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	**24 months Cleaning service at Belabela Magistrate.**		
Bid no:	**PLK 26/14**	**Procurement Plan Reference no:**	**826**
Advertising date:	**Friday, 07 August 2026**	**Closing date:**	**Tuesday, 01 September 2026**
Closing time:	**11H:00**	**Validity period:**	**84 calendar days**

1. *FUNCTIONALITY CRITERIA APPLICABLE*

1.1. The Bid will not be evaluated on Functionality

Functionality criteria[1]:	**Weighting factor:**
TOTAL	N/A

(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:	**N/A**

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

2. *EVALUATION METHOD FOR RESPONSIVE BIDS*

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

2.1 The 80/20 Preference points scoring system will be applicable for this bid

[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.

3. *RESPONSIVENESS CRITERIA*

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☒	Submission of PA-32: Invitation to Bid
6	☐	Submission of record of attending compulsory briefing session. ***insert motivation why the tender clarification meeting is declared compulsory***
7	☒	Registration on National Treasury's Central Supplier Database.
8	☒	***Bidder must submit company registration certificate (CK) and ID copies of company Director(s).*** ***-Bidder must submit an active and valid COIDA in cleaning services from the Department of Employment and Labour or any other accredited institution (subject to verification)*** ***- Bidders must comply with current National Minimum Wage of Contract Cleaning Sector for area C***
9	☒	***- Bidder must submit proof of ownership of bakkie/panel van (Ownership Registration Certificate) , either in the name of the company or director/s of the company*** ***-Bidder must submit the track record of the similar projects within the past 10 years (Appointment letter or Purchase Order with completion letter), a minimum of 3 letter(s)/certificate(s) of completion accomponied by appointment letter or purchase order to a minimum value of R400 000.00 (not combined).*** ***-Bidder must submit a proof of liability insurance cover for cleaning services with the minimum value of two million rand (R2 000 000.00)- (valid and from reputable insurer or the bank in a form of cover certificate/letter of intent/quotation).*** ***-The department reserves the right to verify supporting documents*** ***-This project may be subjected to commercial risk*** ***-Bidders are welcome to bid for Hlanganani, Makhado, Belabela and Mokerong Magistrates, however appointment will be limited to one magistrate***
10	☒	***-Submission of DPW-09: Particular of Tenderer's Projects: Bidder may use 'own form'-the details of all tenderers current and previous projects must be however be similar to the DPW-09 forms details. Bidders are required to sign and date the DPW 09/ 'own form' and cross reference the document if 'own form' is used.*** ***-Submission of DPW-21: Record of addenda to tender documents, if any.***

11	☒	***All individuals that are not born in South Africa and that are working or are employees or are directors / trustees / shareholders / members of a business in Republic of South Africa must submit the permanent residence certificate or relevant permit that are as follows (In terms of Section 15, Section 19, Section 23 and Section 25 of Immigration Act No: 13 of 2002 as amended and must abide by the terms and conditions of Section 43 of Immigration Act No: 13 of 2002 as amended) or they must submit the relevant permit (In terms of Section 22 permit or Section 24 permit or "Certification" or Section 27 of Refugee Act No: 130 of 1998 as amended) or they must submit Naturalisation Certificate (In terms of section 5 of the South African Citizenship Act no: 88 of 1995 as amended). The concerned bidder must also submit a signed original stamped letter from the Immigration Section of the Department of Home Affairs Offices that will confirm that the above mentioned documents (permits or certificates) in terms of the above mentioned acts are authentic. No assessment of Section 43 of Immigration Act No: 13 of 2002 as amended will be performed on this tender in the absence of requested information/ relevant permit or certificate and will therefore render the tender as unacceptable and excluded from any and all further consideration.***
12	☐	

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

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

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	☒	***PA-10: General Conditions of Contract***
8	☒	***PA-29: Certification of Independent Bid Determination.***
9	☒	***Submission of PA-09: List of returnable documents***
10	☐	

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

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

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

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

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

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

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	**Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and • Medical Certificate indicating that the disability is permanent or • South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	• ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

5. *BID EVALUATION METHOD*

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

6. *COLLECTION OF TENDER DOCUMENTS*

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

☐ Alternatively; Bid documents may be collected during working hours at the following address
NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
A non-refundable bid deposit of: [redacted] is payable (cash only) on collection of the bid documents: N/A

7. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)
There will be no bid briefing meeting.

Venue:	**N/A**		
Virtual meeting link:	N/A		
Date:	*Date of Bid Briefing (if any)* **N/A**	**Starting time:**	*Time of Bid Briefing (if any)* **N/A**

8. ENQUIRIES

8.1 Technical enquiries may be addressed to:

DPWI Project Manager	**Mr. Ramagoma R**	**Telephone no:**	**015 291 6457**
Cellular phone no	**066 470 6790**	**Fax no:**	**N/A**
E-mail	Rendani.Ramagoma@dpw.gov.za		

8.1 SCM enquiries may be addressed to:

SCM Official	**Mr. Morifi T**	**Telephone no:**	**015 293 8012**
Cellular phone no	Click here to enter text.	**Fax no:**	**N/A**
E-mail	Thato.Morifi@dpw.gov.za		

9. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Tuesday, 01 September 2026
Closing Time: 11H:00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 9469 Polokwane 0700 Documents must be deposited in The Bid Box before the closing date of the bid	**OR**	**Deposited in the tender box at:** The Bid Box Department of Public Works & Infrastructure Polokwane Regional Office, Old Mutual Building 78 Hans Van Rensburg Street, Polokwane, 0700

FUNCTIONALITY EVALUATION CRITERIA

Paste Functionality here or Indicate "N/A"

N/A

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: PLK 26/14

Bid/ Project Description: 24 months Cleaning service at Belabela Magistrate.

Refer to attached specification

PRICING SCHEDULE

Bid no: PLK 26/14

Bid/ Project Description: 24 months Cleaning service at Belabela Magistrate.

Refer to attached cost breakdown

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[3] in the enterprise, employed by the state?

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

3. DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[4] will not be construed as collusive bidding.

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

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

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

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

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

I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____

(project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

_____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Note:

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

ENTERPRISE STAMP

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

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

   _____

   _____
   (list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

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

   _____

   _____
   (project description as per Tender Document)

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

1 *Mr/Mrs/Ms:

   _____

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

   and who will sign as follows:

   _____

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

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

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

   Physical address:

   _____

   _____ Postal Code _____

Postal Address:

_____

_____Postal Code_____

Telephone number: _____ Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____

(project description as per Tender Document)

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

B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(position in theEnterprise)*

and who will sign as follows: _____

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

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

_____

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

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

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

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

Physical address: _____

_____

_____Postal Code _____

Postal Address: _____

_____

_____Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

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

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	**24 months Cleaning service at Belabela Magistrate.**		
Tender / Quotation no:	**PLK 26/14**	**Reference no:**	**826**

Date Bid Briefing Meeting: **N/A**

Time of Bid Briefing Meeting: **N/A**

Venue: **N/A**

This is to certify that I,_____

representing

_____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	**24 months Cleaning service at Belabela Magistrate.**		
Tender / Quotation no:	**PLK 26/14**	**Reference no:**	**826**

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

Page 1 of 1
DPW-21 (EC)

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: PLK 26/14
Name of Tenderer ..... ☐ EME[2] ☐ QSE[3] ☐ Non EME/QSE (tick applicable box)

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

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

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

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

1. DECLARATION:

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

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

2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

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

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

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

Signed by the Tenderer

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

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	**24 months Cleaning service at Belabela Magistrate.**		
Tender / Quotation no:	**PLK 26/14**	**Closing date: Tuesday, 01 September 2026**	**Time: 11H:00**

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

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

1.1. Current projects

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

1.2. Completed projects

Projects completed in the last 10 (ten) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Name of Tenderer	Signature	Date

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	**Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs

1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

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

☐Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____/_____/_____ the annual Total
Date/ month / year
Revenue was R10, 000,000.00 (Ten Million Rands) or less
☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

I hereby declare under Oath that:

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

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

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

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

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

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

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

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

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

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

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: PLK 26/14

BID/ PROJECT DESCRIPTION: 24 months Cleaning service at Belabela Magistrate.

NOTES:
The purpose of this document is to:

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

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

23.7 If a 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.

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

SPECIFICATION
DEPARTMENT OF PUBLIC WORKS

24 MONTHS CLEANING SERVICE AT BELABELA MAGISTRATE

CONTRACT PERIOD: TWENTY-FOUR (24) MONTHS.
EXTENT OF OFFICE: Belabela Magistrate = 934.25m²

1. Broad definition of the service

- Provide cleaning services to the interior of the buildings including all interior windows to ensure the site is kept free from dust, dirt, scuff marks, smudges finger marks, stickers, litter, stains, chewing gum and graffiti in order to provide a safe, clean, tidy and healthy working environment for all occupants in accordance with business requirements and industry best practice.
- Conduct regular operational reviews to ensure continuous innovation and improvement in service delivery, and identify opportunities for reducing costs
- Provide a reactive cleaning service
- Provide consumables and equipment necessary to operate the service

2. Occupants

Approximate total of occupants and visitors at any one time
Belabela Magistrate = +/-140

Above mentioned Courts/facilities operates 08 hours in a day and 05 days in a week (except holidays).

3. Human Resources

Number of Cleaners = 3

Initial _____

Number of Supervisor(s) = 1

Bidders to comply with the Sectorial Determination 1 establishing conditions of employment for employees in the Contract Cleaning Sector, South Africa, made by the Minister of Labour, in terms of section 51 (1) of the Basic Conditions of Employment Act, 1997 (No. 75 of 1997), published under Government Notice R. 990 of 26 November 2011 and all subsequent amendments thereto in respect of minimum remuneration, working hours and any other employment conditions etc. Bidders not complying with these minimum requirements will not be considered. The publications are obtainable from the: South African Department of Labour online website: http://www.labour.gov.za or Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001Pretoria Tel: (012) 334-4508, 334-4509, 334-4510.

4. **Commercial Cleaning Equipment** (bidders to make use of energy efficient and environmentally friendly machinery)

The contractor shall provide and maintain all equipment including specialist equipment, considered necessary by the contractor to achieve the performance requirement and the cleaning standards. All equipment supplied for use under this agreement shall be free from defect and where necessary maintained and tested in accordance with the manufacturers recommendations or as deemed necessary by the supplier

A minimum of 01 (one) Industrial Professional wet/dry vacuum cleaners specially designed for applications with small and medium-sized surfaces. Flexible, powerful and very practical, that can be used in every kind of space. Should be at least 8.7 kg weight, waste tank capacity of 25 litre, power rating in (W) 1800, Voltage 220-240 with low noise level 60dB(A).

A minimum of 01 (one) Industrial Polishers machines which allows high gloss effect of a large surfaces with great performance of at least 41.5kg weight, brush motor rating 1000/1300 and noise level of >54dbA. An optional spray system allows the restoration of the wax film in case of necessity. This ultra-high-speed single disc machines, fast and powerful, assures highly professional performances; the extreme manageability makes also the use of the unit possible by less qualified personal always with maximum level results. Suitable for extremely hard cleaning

tasks. Should be able to clean all sorts of hard floors: laminate, parquet, PVC and linoleum and easy to use.

5. Site visits for inspection

Minimum of 01 (one) visit per month to conduct inspection

All transport costs including the transportation of materials to and from the Magistrate Court to render the service are to be included under the monthly costing for transport.

6. Task description

6.1 Dusting

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

(a) The contents of each room.

(b) All surfaces and partitions.

(c) Stock in storerooms should be dusted on request, but at least once a month.

7 Courtyards

7.1 Sweep and wash in accordance with the finish so that all dust, leaves etc. are removed - daily.

7.2 Paving : hose down with clean water or scrub – daily

8 Blinds

8.1 Dust indoor blinds – daily

8.2 Damp-wash indoor blinds - monthly.

9 Doors

9.1 Remove dirty spots on wooden and metal doors - daily.

9.2 Polish door-knobs with an approved metal polish where applicable - daily.

9.3 Keep glass door clean - daily.

9.4 Wash glass doors with a degreasing agent and equipment that will not scratch the surface, and polish as required - weekly or on request.

10 Glass

10.1 All outdoor glass surfaces of buildings specified in the contract, excluded those mentioned in paragraphs 10.3, washed with a degreasing agent and equipment that will not scratch the surface, and polished as required - monthly.

10.2 Clean each window in the building quarterly (inside and outside). Internal glazing (which includes the inside of an external window) and window frames to be cleaned periodically to ensure that glazing is free from finger marks, smears, and excessive build-up of dirt.

10.3 Internal window frames to be cleaned periodically to ensure that they are free from excessive build-up of dirt

10.4 Dust/wash/damp-wash partition glass and those mentioned in paragraphs 11.1 maintain a high degree of neatness – daily.

NB: Step ladders for cleaning of windows not be higher than 1.6 meters. The contractor will be held liable for any negligence caused by cleaning equipment.

11 Elevators

11.1 Clean elevators – daily

12 Furniture

12.1 Polish wooden furniture everywhere with an approved polish. Such polish should not be greasy, and should not come off on anything it comes into contact with after it has been polished - weekly.

12.2 Remove dirty spots from glass tops, desks and other furniture in an appropriate way - daily.

12.3 Damp-wash glass tops of furniture and polish - daily.

12.4 Remove dirty spots from glass doors of bookcases - daily.

12.5 Damp-wash glass doors of bookcases - daily.

12.6 Damp-wash those parts of furniture covered in leather or imitation leather - daily.

12.7 Cleaning of counters - daily.

12.8 Treat upholstered or leather-covered parts of furniture with an approved agent - monthly.

12.9 Wipe empty shelves with a damp cloth - daily.

12.10 Dust open shelves and contents as well as desks without removing the contents - daily.

12.11 Vacuum those parts of furniture covered with fabric - weekly.

13 Inside walls

13.1 Remove spots and fingerprints on walls, paintwork, electric switches, etc. - daily

13.2 Dust wooden panels and partitions - daily.

13.3 Damp-wash wall tiles - daily.

13.4 Wash window sills with soap and water - daily.

13.5 Clean notice boards - daily.

14 Toilets

Bidder will be required to **deep clean toilets once every six (6) months**.

14.1 Sanitary Bins (4)

The provision of sanitary waste bins in every cubicle in all female toilets and uni-sex toilets for the disabled; regular collection of the bins for disposal of the sanitary waste off-site in an approved manner and their replacement with empty bins. The contents must be removed from the site fortnightly.

Handling and disposal of sanitary waste must comply with Occupational Health and Safety Act, 85 of 1993, The National Environmental Management: Waste Act, 59 of 2008 and The National Regulations on Healthcare Risk Waste (NEWA Act, 59 of 2008). All removals are to be certified that they have been incinerated by an approved incinerating service provider. All disposal costs are to be included in the total amount of cleaning services rendered. Proof of sanitary service rendered to be attached with monthly cleaning service invoice.

14.2 Toilet pans, seats, covers, urinals, towel rails and taps

14.2.1 Clean and disinfect with an approved disinfectant - twice daily.

14.2.2 Clean and polish all metal surfaces - daily.

14.2.3 An approved agent should be put in toilet pans to prevent deposits forming - weekly.

14.3 Showers

Clean and disinfect with an approved disinfectant - daily.

14.4 Mirrors

Clean and polish all mirrors - daily.

14.5 Wall tiles

14.5.1 Remove dirty spots - daily.

14.5.2 Wash with soap and water to which a sufficient amount of approved disinfectant has been added - daily.

14.6 Walls, doors (painted) and partitions

14.6.1 Remove dirty spots, including from unpainted doors - daily.

14.6.2 Wash with soap and water to which a sufficient amount of approved disinfectant has been added - daily.

14.7 Visible pipes

Clean all visible pipes - daily.

14.7.1 Damp-wash floors with an approved disinfectant - daily.

14.7.2 Remove dirty spots and rubbish - daily.

14.7.3 Non-slip cleaning agents should be used. Employees may not be exposed to wet/slippery floors.

14.8 Incinerators

Damp-wash with approved disinfectant - daily.

14.9 Clogging

Approved agents should be put in basins and urinals to prevent clogging - weekly.

14.10 Glazed/enamelled surfaces

Wash only with an approved liquid agent. No abrasives or scouring materials may be used.

14.11 Toiletries

The following toiletries must be provided by the Contractor, in sufficient amounts as required, and should be available at all times. It should be put in the various toilets and replenished or replaced as required:

14.11.1 Disposable paper towels for containers currently installed in toilets.

14.11.2 Single-ply toilet paper, 5 toilet rolls per person per month (variable

according to the size of the office and number of officials and visitors)

14.11.3 Toilet soap, 2 bars hand soap per wash basin per week or 1 litre liquid hand soap per wash basin.

14.11.4 Air-fresheners as approved.

15 Telephones

Wipe with a damp cloth with suitably diluted disinfectant - daily.

16 Stairs (including fire-escapes)

16.1 Dust as in paragraph 6.1

16.2 Wipe banisters with a damp cloth - daily.

16.3 Polish unpainted banisters as in paragraph 12.1 - monthly.

17 Floors (including stairs and fire-escapes)

Sweep, wash floors and vacuum carpets in order to maintain a high gloss and/or degree of neatness - daily.

17.1 Vinyl, vinyl-asbestos tiles, linoleum, asphalt, rubber and similar coatings

17.1.1 Sweep in order to maintain a degree of neatness - daily

17.1.2 Wash floors and vacuum carpets in order to maintain a degree of neatness - daily

17.1.3 Should entry to offices or high traffic make it difficult to treat floors as in 18.1.1 and 18.1.2 above during normal office hours, it should be done after office hours.

17.1.4 Wipe and remove marks like mud spots - daily.

17.1.5 Spray polishing for which an approved polymer agent is used (e.g. a solution of water and the agent described in 18.1.1 and 18.1.2 a) should only be done after the floor has been wiped with a "dust magnet", and frequently enough to maintain the polymer coating.

18 Wooden Floors and block-floors

18.1.1 Sweep and remove all dirty marks - daily.

18.1.2 Polishing, with an approved non-slip polish, should be done as follows, after the floor has been wiped with a damp mop.

18.1.3 High traffic areas (like passages) apply polishing agent and polish - weekly.

18.1.4 As soon as an unsightly layer of old polish has built up, it should be scrubbed off and a new coat re-applied.

18.2 Carpets (wall-to-wall and loose)

18.2.1 Vacuum all carpets - weekly.

18.2.2 Thorough vacuuming high traffic (like passages) twice a week, offices once a week

18.2.3 Clean spots if it is not permanent stains and a carpet wash is not required. Guard against the use of cleaning agents that could damage or discolour the carpet.

18.2.4 When carpets are washed, dirty marks or stains should be removed after which the carpet should be thoroughly vacuumed. The carpets should then be washed with an appropriate carpet shampoo. It should be ensured at all times that the carpets do not become excessively wet. All water should be removed until the carpets are damp only. Occupants should be requested not to walk on the damp carpets.

18.2.5 Carpets should be **deep cleaned once every six months**, after hours or during weekends

18.2.6 Clean entrance carpets and dust carpets - daily.

18.3 Indoor concrete floors (marble, ceramics, terrace tiles etc. excluding those in toilets)

18.3.1 Remove all dirty spots and sweep - daily.

18.3.2 Scrub with soap and water - weekly.

18.3.3 Polish all polished surfaces - daily.

18.4 Outdoors concrete surfaces and paving (marble, ceramics, terrace tiles etc. excluding those in toilets)

18.4.1 Stoeps, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed – daily

18.4.2 Pick up all rubbish on paving – daily

18.4.3 Sweep paving with a hard broom - daily.

18.4.4 Unpolished stoeps and walkways should be washed or scrubbed with soap and water - weekly.

18.4.5 Polishing of polished stoeps - weekly.

19 Rubbish removal

19.1 Waste baskets

19.1.1 Empty all waste baskets - daily.

19.1.2 Damp-wash or wash - weekly.

19.1.3 Empty rubbish-bins in lobbies and passages - daily.

19.1.4 Clear all conspicuous rubbish – daily

19.1.5 Sweep parking areas, garages and loading zone.

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

19.1.7 Sweep parking area - weekly, after hours.

19.1.8 Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles.

19.2 Ash-trays

19.2.1 Empty and damp-wash/wash all ash-trays - daily.

19.2.2 Empty and damp-wash/wash all large ash-trays outside conference rooms - three times daily.

19.2.3 The contents of wastebaskets and ashtrays and other office rubbish should be removed neatly in bags and deposited in the rubbish bins provided for this purpose.

19.2.4 Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles.

19.2.5 The Contractor will be responsible for sorting waste paper for rendering to waste paper dealers. The manner of disposal to be indicated - daily.

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

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

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

20 Drinking water

Fresh drinking water should be provided in the water-bottles made available in offices, passages, conference and training rooms – Twice daily.

21 Curtains

All curtains, including linings and drapes should be removed by the Contractor. The Contractor will also return it to its original positions - on request, but at least twice a year.

22 Kitchens

- Floors dusted and washed daily.
- Counters washed daily.
- Cupboards cleaned, dusted inside weekly to enhance pest control.
- Should be **deep cleaned once every six months**, after hours or on weekends

23 General Requirement

- The contractor shall ensure that the service and all incidental and related activities are at all times performed in compliance with the attached PA 10: General Conditions of Contract and all statutory requirements including all Health and Safety legislation and best practice guidelines.
- Contractor must source Cleaners from the local community where the facility is based.
- All cleaning contracts are EPWP compliance and employees contracts and certified copies of Identity Documents to be submitted with first invoice. Supplier is also expected/required to submit daily attendance registers of employees , proof of service of sanitary bins, proof of payment of employees and the signed job card to the department on monthly basis.
- The Contractor shall ensure that the service and all incidental and related activities are at all times performed in compliance with H&S, Environmental and Security. Cleaning Materials and cleaning equipment should meet the SABS standards or be SABS approved. Signage boards must be visible at all times when cleaning the floors i.e. Caution wet floors. Chemicals to be slip-free according to the data sheet of supplies and listed flammable or not flammable. Materials and chemicals are to be stored safely at all times. Successful

bidder will be expected to complete daily checklist and incident report that must be submitted to the department together with the job card and the invoice.

- Contractors to note that they have the responsibility to clean even those days when some offices are flooded from rain, burst pipes, overflowing tanks and/or any natural disaster that might necessitate cleaning.
- Cession of agreement: The contractor undertakes to not cede this agreement to a third party.

24 CLEANING MATERIALS AND EQUIPMENTS REQUIRED ON EACH SITE ALL THE TIME FOR THE DURATION OF THE PROJECT.

NO	Cleaning Materials	Cleaning Equipments
24.1	Toilet Papers (1 ply virgin- not made of recycled materials)	Industrial Vacuum Cleaner
24.2	Toilet Hand Towels	Industrial Floor Polisher/scrubbing machine and its pads
24.3	Toilet Hand Soap	Mops (as per facility size, operational requirements and work force demand)
24.4	Dishwashing Liquid	Wringer Buckets and mop squeezer (as per facility size, operational requirements and work force demand)
24.5	Towel Bowl Cleaner	Caution Boards (as per facility size, operational requirements and work force demand)
24.6	Furniture Polish	Brooms (as per facility size, operational requirements and work force demand)
24.7	Pine gel	Dust Pan Sets (minimum of 01 per Cleaner and Supervisor)
24.8	Air Freshener	Toilet Brush Sets (Per each toilet seat)
24.9	Mutton Cloth	Feather Duster Long (01 per each Cleaner and Supervisor)
24.10	Bleach	Feather duster short (01 per each Cleaner and Supervisor)
24.11	Handy Andy	Window cleaner Squeegee with extendable handle etc. (as per facility size, operational requirements and work force demand)
24.12	Liquid Floor Polish	
24.13	Floor Tile Cleaner	
24.14	Windowlene	
24.15	Floor Stripper	
24.16	Deo blocks	
24.17	Refuse bags	
24.18	Steel wool	
24.19	Sanitiser	

- It is the responsibility of the contractor to service and maintain cleaning equipments, including replacement of breakdown/worn-out equipments.
- The contractor also bears the responsibility to replenish and ensure availability of all cleaning materials stock for the duration of the contract.
- All cleaning materials and equipments to be on site from/before the first day of the contract to the end of the contract

25 CLEANERS/SUPERVISORS PROTECTIVE CLOTHING REQUIRED ALL THE TIME FOR THE DURATION OF THE PROJECT

	DESCRIPTION
25.1	Face Masks
25.2	Elbow length Hand Gloves
25.3	Protective Shoes (minimum of two pairs per Cleaner and Supervisor)
25.4	Overalls /Work suits (with company logo/name) – (minimum of three pairs per Cleaner and Supervisor)
25.5	Plastic Apron etc.

- The contractor to provide a minimum of three pairs of cleaning overalls and two pairs of non-slippery cleaning shoes/boots per Cleaner including the Supervisor. The contractor is responsible for replacement of worn-out/damaged PPE (protective clothing) of Cleaners and Supervisors for the duration of contract
- The successful bidder including employees might be required to undergo a security clearance before appointment or anytime during the running of the contract

COST BREAKDOWN FOR THE PROVISION OF 24 MONTHS CLEANING SERVICES AT BELABELA MAGISTRATE OFFICE:

With regard to the above mentioned project, you are hereby requested to break-down your tender amount to balance with the amount on the form of offer (tender price) as this is the only amount that the department considers to evaluate your price. Please ensure that the template is completed in full.

COST BREAKDOWN

EXPENSE TYPE	PER MONTH	1st 12 MONTHS	2nd 12 MONTHS
1. Cleaner(s)	R.....	R.....	R.....
2. Supervisor(s)	R.....	R.....	R.....
3. UIF(1%) for cleaners & supervisor	R.....	R.....	R.....
4. Provident Fund (5.25%)	R.....	R.....	R.....
5. S.D.L (1%)	R.....	R.....	R.....
6. Leave, Sick & Family responsibility leave (3.88%)	R.....	R.....	R.....
7. Coida (1.6%)	R.....	R.....	R.....
8. TOTAL PERSONNEL	**R.....**	**R.....**	R.....
9. Cleaning Materials	R.....	R.....	R.....
10. Transport Costs	R.....	R.....	R.....
11. Sanitation	R.....	R.....	R.....

PERSONNEL ONLY

	NO	HOURLY RATE	HRS	DAYS	MONTHLY
Cleaners	3	R.....	8	23.00	R.....
Supervisor	1	R.....	8	23.00	R.....
	4	Within the current GOVERNMENT GAZETTE			**R.....**

Family Responsibility	3 Per Year
Annual Leave	15 Per Year
Sick Leave	10 Per Year

SITE VISITS FOR INSPECTION

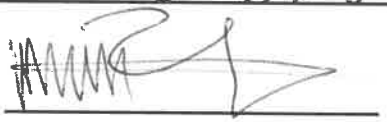
Initial_____

12. SUB TOTAL	R_____	R.....	R.....
13.VAT @ 15% (If Vat Vendor)	R.....	R.....	R.....
14. SUB TOTAL WITH VAT	R.....	R.....	R.....
15.Profit	R.....	R.....	R.....
16. TOTAL	R.....	R.....	R.....
17. GRAND TOTAL OF ALL COSTS INCLUDING ESCALATIONS FOR THE PERIOD OF 24 MONTHS	**R.....**		

Indicate number of visits per month			1
Rate Per Km		Total Return Km's	
Number of sanitary bins to be installed	4		
Servicing interval	**Bi-Monthly (14 days interval)**		

- The total bid price for this service must include all labour, material and equipments required for the proper execution of the work.
- Minimum labour cost must be according to stipulated rate as determined by the Department of Labour (www.labour.gov.za) i.e. within the current GOVERNMENT GAZETTE. Labour costs should also include/consider escalations based on changes of rates every year as the existing/updated Gazette will inform hourly payment rate of workers.
- Bidder to comply with Basic Conditions of Employment Act, 75 of 1997 and Labour Relations Act, 66 of 1995.
- Bidders should do a complete site inspection prior to submitting their bid to familiarise themselves with the circumstances and conditions pertaining to the service as well as with a view to assess the extent and scope of work
- Note that a successful bidder will be required to sign the service level agreement and provide a health and safety plan.
- The successful bidder including his employees might be required to undergo a security clearance before acceptance or anytime during the operation of the contract.

Initial_____

Compiled by	Completed by
Name: Rendani Ramagoma **Section : Cleaning Services** **Contact no: 015 291 6457** **: 066 470 6790** **Email: Rendani.ramagoma@dpw.gov.za** **Signature:**  **Date:** 04/08/2026	**Name :** **Company Name:** **Company address:** **Contact no :** **Email / Fax :** **Signature :**_____ **Date :**

Initial_____

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	24 Months cleaning service at Belabela Magistrate.		
Project Leader:	Ramagoma R	**Bid / Quote no:**	PLK26/14

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

Bid Document Name:	**Number of Pages:**	**Returnable document:**
1. Bid Map	01 Pages	☐
2. Invitation to Bid (PA-32)	02 Pages	☐
3. Notice and invitation to tender (PA-04GS)	06 Pages	☐
4. Specifications and Pricing Schedule	15 Pages	☐
5. Declaration of interest and Tenderer's past supply chain management practices (PA11)	03 Pages	☐
6. Resolution of Board of Director's (PA-15.1)	02 Pages	☐
7. Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2)	02 Pages	☐
8. Special Resolution of Consortia or JV's (15.3)	03 Pages	☐
9. Record of Addenda to tender documents (DPW-21)	01 Pages	☐
10. Particulars of Tenderer's projects (DPW-09)	02 Pages	☐
11. Preference Points Claim form in terms the Preferential Procurement Regulations 2022 (PA16)	05 Pages	☐
12. General Conditions of Contract (PA-10)	10 Pages	☐
13. Certificate of independent bid determination (PA-29)	03 Pages	☐
14. List of returnable documents (PA-09GS)	01 Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐

Name of Bidder	Signature	Date

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	24 months Cleaning service at Belabela Magistrate		
Bid no:	PLK 26/14	**Reference no:**	826

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

    a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

    b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

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.

Name of Bidder	Signature	Date	Position

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

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