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

BID DOCUMENT

Project Description: **KING WILLIAMSTOWN MAGISTRATE: PROVISION OF CLEANING SERVICE FOR THE PERIOD OF FOUR (4) MONTHS.**

Bid Number: **GQEQ-2026/2027-138**

Bid Advertising Date: **Thursday, 29 October 2026**

Closing Date: **Tuesday, 03 November 2026**
Closing Time: **11h00**

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

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

Bid Briefing Venue: **N/A**

Name of the Tenderer: .....

***Tenderers CSD No*:** .....

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

Quotation Closing Email Address: N/A

SCM SPECIFIC ENQUIRIES:	**TECHNICAL / PROJECT SPECIFIC ENQUIRIES**
Enquires: **Thabisa Ngesi**	Enquiries: **Zukiswa Sixaba**
Tel No: **041 408 2009** during office hours	Tel No: **041 408 2014** during office hours
Cell No: **N/A**	Cell No: **082 610 3000**
Email Address: Thabisa.ngesi@dpw.gov.za	Email Address: Zukiswa.Sixaba@dpw.gov.za

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SUMMARY OF BID INFORMATION

Bid Number	**GQEQ-2026/2027-138**		
Bid/ Project Description	**KING WILLIAMSTOWN MAGISTRATE: PROVISION OF CLEANING SERVICE FOR THE PERIOD OF FOUR (4) MONTHS.**		
Bid Closing date & Time	Tuesday, 03 November 2026	**Bid Closing Time:**	11H00
Briefing Meeting (if any)?	There will be no bid or site briefing meeting.		
Bid Briefing Date (If applicable)	N/A	***Bid Briefing time (if any)***	N/A
Bid Briefing Venue	N/A	**Insert Virtual Meeting Link (If any)**	N/A
Name of SCM Official	Thabisa Ngesi	**Cell Number of SCM Official**	N/A
Landline of SCM Official	041 408 2009	**Email Address SCM Official**	Thabisa.ngesi@dpw.gov.za
Name of Works Manager/ Project Leader	Zukiswa Sixaba	**Cell Number of Works Manager/ Project Leader**	082 610 3000
Landline of Works Manager/ Project Leader	041 408 2014	**Email Address of Works Manager/ Project Leader**	Zukiswa.Sixaba@dpw.gov.za
Bid Validity Period	84 **days**	**Procurement Plan/ WCS Reference No**	APP No OR WCS No
Specific Goals Points for Locality	**Eastern Cape Province**	**Bid Document Price**	Zukiswa Sixaba
Functionality	Not Applicable	**PPPFA Scoring**	Applicable
Risk Assessment	Not Applicable	**Objective Criteria**	Not Applicable
Indicate means of submission of quotations	Bidders' must deposit their quotations in the bid box as indicated in the bid document and no electronic submissions (i.e. emails/ fax transmissions) will be accepted.	**Quotation Closing Email Address**	N/A
Bid Advertising Date:	**Thursday, 29 October 2026**		

PA-03 (G&S): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR THE PROVISION OF THE BELOW GOODS AND SERVICES:

Bid Description:	**KING WILLIAMSTOWN MAGISTRATE: PROVISION OF CLEANING SERVICE FOR THE PERIOD OF FOUR (4) MONTHS.**

Bid no:	GQEQ-2026/2027-138		
Advertising date:	Thursday, 29 October 2026	**Closing date:**	Tuesday, 03 November 2026
Closing time:	11h00	**Validity period:**	84 **days**

1. BIDS WILL BE EVALUATED IN THE FOLLOWING PHASES:

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

2. RESPONSIVENESS OF BIDS (PHASE 1)

2.1 SUBSTANTIVE RESPONSIVENESS CRITERIA

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

1.	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	☒	Bidders' must deposit their quotations in the bid box as indicated in the bid document and no electronic submissions (i.e. emails/ fax transmissions) will be accepted.
4.	☒	Use of correction fluid is prohibited.
5.	☒	Submission of a bid offer
6.	☒	There will be no bid or site briefing meeting.
7.	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any. Bids will be evaluated in accordance with published addendum or Erratum
8.	☒	Bidders must fully price the Bill of Quantities (BOQ) or Pricing Schedule in the document. If any item or element of the BOQ or pricing schedule is not priced, the bidder will be disqualified.
9.	☒	A copy of a previously certified copy of a document is invalid and will not be considered by the Department. The Department will not provide any bidder an opportunity to correct such a non-compliance.
10.	☒	Bids will be evaluated in accordance with the Special Conditions of Bid (SCB-01). Bidders are therefore required to dedicate time to understand and to be well-informed on the impact of all terms and conditions stated the Special Conditions of Bid (SCB-01).
11.	☒	Bidders must be registered on the National Treasury's Central Supplier Database (CSD)

12.	☒	Bidders must at closing date and time comply with the minimum Gazetted labour rates per Government Notice under Sectorial Determination: Contract Cleaners of South Africa for that particular area and the Department of Labour. In the event that adjustments and or amendments and or additions to the rates are Gazetted by the Department of Labour and or Sectorial Determination: Contract Cleaners of South Africa for that particular area, the rates of the contracted bidder will be adjusted accordingly. Therefore adjustments on labour cost will be done "as and when need arises"
13.	☒	If a bidder's tendered labour rates is equal or more than the relevant gazetted Sectorial labour rates or wages at the closing date of the bid, but the bidder's total labour cost is calculated incorrectly and is less than the required total direct labour cost, the bidder's offer will be disqualified from any further evaluation.
14.	☒	Any addendums or erratums to the bid will be published in the original advertising media, at before the bid closing date. Bids will be evaluated in accordance with the published addendums or erratum.
15.	☒	Bidders will be disqualified in the following circumstances: a) If they submit, more than one bid or an alternative offer. b) If they submit an additional bid(s) for the same bid, whilst they are in agreements with other bidders in the form of joint ventures or consortiums. c) If there are factual evidence of communication with any other bidder, which are competing for the same bid (example a signature of the bidder is found in a competing bidder or the bidder is a director of in a competing bid offer).
16.	☐	A bidder must submit at least Click or tap here to enter text. reference letters/ testimonials of projects completed in the past five (5) years in rendering of cleaning and hygienic services.
17.	☐	

2.2 ADMINISTRATIVE CRITERIA

2.2.1 Below administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable. The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
5	☒	Submission of (PA 40): Declaration of Designated Groups.
6	☒	Submission of a fully completed (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
7	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer,.
8	☒	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.
9	☒	Submission of DPW-21: Record of addenda of tender documents: Bidders may be required to confirm receipt or compliance with the record of addenda if the Record of addenda was not submitted with the bid at closing date.

10	☒	Bids will be evaluated in accordance with the Special Condition (SCB-01). Bidders are therefore required to dedicate time to understand and to be well-informed on the impact of all terms and conditions stated the Special Conditions of Bid (SCB-01).
11	☒	Upon request, submit a fully completed form of offer and Acceptance (DPW-07)
12	☒	Upon request, a non-VAT vendor who included VAT in their price, must within 21 days, submit proof that they have registered as VAT -vendor with SARS.
13	☒	If a bidder's submitted document expired on or after the closing date of the bid, the Department will afford such bidder an opportunity to provide document which are not expired, should it be deemed necessary.
14	☒	Upon request bidder must respond in writing to any enquiry received from the Department on any matter, which may have an impact on the evaluation of a bidder's submitted bid.
15	☒	Upon request submission of proof of Valid Public Liability Insurance of at least R5 Million.
16	☒	If the Bidder's tendered labour rates is equal or more than the relevant gazetted Sectorial labour rates or wages at the closing date of the bid, but the bidder's total labour cost is calculated incorrectly and is equal or more than the required total direct labour cost, the bidder will be offered an opportunity to balance its pricing schedule / BOQ.
17	☒	Upon request, submission of a) Certificate from a medical refuse disposable site for the safe disposal of Health Care Waste (she-bin contents) within 21 days upon request. b) Submission of a comprehensive SHE plan pertaining to disposal, within 21 days before a contract starts. c) Submission of a valid Disposal Agreement, within 21 days before a contract starts. d) Transportation of SHE Bin waste certificate for using public roads, handling, transporting and disposal of SHE Bin waste.
18	☒	If a referee is not contactable, the bidder will be provided one opportunity to provide: a. Alternative contact detail(s) for the relevant referee, or b. Contact details of an alternative referee on the same project, or c. Contact details of a referee for an alternative project as listed in DPW-09.
19	☒	Submission of: a. A confirmation letter / certification from your company's banking institution, who confirms / certifies that your company have sufficient cash flow available, should your company be awarded this bid or b. A confirmation letter / certification/ agreement from a registered Financial Service Provider (FSP), which confirms that your company made an agreement with an FSP for cash flow, should your company be awarded the bid or c. A confirmation letter / certification / agreement from a state institution established for the express purpose of providing funding to business and entities, which confirms that your company made an agreement with the state institution for cash flow, should your company be awarded the bid and d. The requested confirmation letter / certificate/ agreement from the banking institution or FSP or State Institution, must be project specific and make specific reference to the description of this project. The cash flow facility **must be at least 25%** of the bidder's submitted bid offer.

2.3 REQUIREMENTS APPLICABLE FOR SPECIFIC GOALS

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

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

3. FUNCTIONALITY CRITERIA (PHASE 2): Not Applicable

4. PPPFA SCORING: PHASE 3: Applicable

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

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

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

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

☒ **80/20** Preference points scoring system	☐ **90/10** Preference points scoring system	☐ **80/20 and/or 90/10** Preference points scoring system[i]

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

4.1.3.1 For procurement transaction with rand value greater than R 2 000 and up to R 1 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 which is at least 51% owned by black people	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in **Eastern Cape Province** for work to be done or services to be rendered in the **Eastern Cape Province.**	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women	4	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability	2	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and • Medical Certificate indicating that the disability is permanent or • South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE which is at least 51% owned by black youth	2	• ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

5. ACCEPTABILITY OF RISK TO THE EMPLOYER: PHASE 4 –Not Applicable

Click or tap here to enter text.

6. OTHER OBJECTIVE CRITERIA: PHASE 5: Not Applicable

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

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

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

8. FORM OF CONTRACT:

☒ **General Conditions of Contract**
☒ **Facilities Management Conditions of the Contract (PA-10 FM)**
☐ **Other N/A**

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

Document name
N/A
N/A

10. COLLECTION OF BID DOCUMENTS:

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

11. COMPULSORY BID BRIEFING/ CLARIFICATION/ SITE INSPECTION MEETING (IF ANY)
There will be no bid or site briefing meeting.

Venue:	**N/A**		
Virtual meeting link:	N/A		
Date:	**N/A**	**Starting time:**	**N/A**

12. ENQUIRIES

12.1 **Technical enquiries may be addressed to:**

DPWI Project Manager	Zukiswa Sixaba	**Telephone no:**	041 408 2014
Cellular phone no	082 610 3000	**Fax no:**	Indicate
E-mail	Zukiswa.Sixaba@dpw.gov.za		

12.2 **SCM enquiries may be addressed to:**

SCM Official	Thabisa Ngesi	**Telephone no:**	041 408 2009
Cellular phone no	N/A	**Fax no:**	None
E-mail	Thabisa.ngesi@dpw.gov.za		

13. DEPOSIT / RETURN OF BID DOCUMENTS:

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

BID DOCUMENTS MAY BE POSTED TO:		**DEPOSITED IN THE TENDER BOX AT:**
Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street Gqeberha	O R	Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street Gqeberha
All bid documents must be deposited in the tender box and must be received prior the closing date of Tuesday, 03 November 2026 *and time of* 11h00 *by the department*		

14. NOTICE TO BIDDERS

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

14.2 Email address for submission of quotations: N/A

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: GQEQ-2026/2027-138

Bid/ Project Description: KING WILLIAMSTOWN MAGISTRATE: PROVISION OF CLEANING SERVICE FOR THE PERIOD OF FOUR (4) MONTHS.

SPECIFICATION COMPLIANCE SCHEDULE

KING WILLIAMSTOWN MAGISTRATE: PROVISION OF CLEANING SERVICE FOR THE PERIOD OF FOUR (4) MONTHS.

Bid number: **GQEQ-2026/2027-138**

Name of bidder.....

Closing Date: **Tuesday, 03 November 2026**
Closing Time: **11h00**

The Bidder is required to indicate, adjacent to each paragraph in the column provided for this purpose, whether the bidder is in compliance with the bid specifications and to what extent by writing "Yes" or "No". If any comments must be made with regard to the latter, this must be provided on an addendum in which case the bidder must make reference to the relevant specification and attach any documentation, where required.

In the event where a written proposal for the service is included in the bid, an electronic version of such proposal on disc must also be submitted with the bid.

THE DPWI RESERVES THE RIGHT TO AWARD THIS BID IN PART, OR IN WHOLE, OR NOT TO MAKE ANY AWARD AT ALL.

Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB Frequency in which the services to be rendered.	
1.	**DESCRIPTION OF THE PREMISES** Physical address: King Williams Town Magistrate Office No. of occupants : ±30 Visitors per day : average of ± 150 per day Structure: Brick buildings with offices, security area, courtrooms, boardrooms, consultation rooms, kitchen area and bathrooms and waiting areas,	**YES**	**NO**
2.	**REQUIRED PERSONNEL** Number of cleaners : 5 cleaners **SERVICE TO BE RENDERED BETWEEN MONDAY & FRIDAY** Unless otherwise requested by the client at no extra cost. Time between 7h30 and 16h00 eight hours a day.	**YES**	**NO**
3.	**SIZES OF AREAS TO BE SERVICED:** King Williamstown Magistrate Office 5	**YES**	**NO**
4. **4.1**	**DELIVERABLES: STANDARD METHOD & FREQUENCY OF CLEANING** Unless otherwise stated, the under-mentioned should be done daily using mostly germs killing cleaning detergent content of sanitizers to limit the spread of possible deadly virus on daily basis. (a) The contents of each room – daily. (b) All surfaces and partitions - daily. (c) The stock in the storerooms – as listed in page in 9.	**YES**	**NO**
4.2	**Courtyards** (a) Sweep and wash so that all dust, leaves etc. are removed – daily (b) Paving: hose down with clean water or scrub - weekly.	**daily** **every 4 hours**	
4.3	**Blinds** (a) Dust indoor blinds - weekly (b) Damp sanitized cloth-wipe indoor blinds – (c) Sanitize window sill once – daily	**daily** **every 3 hours**	
4.4	**Doors** (a) Remove dirty spots on wooden and metal doors - daily. (b) Sanitize door-knobs/handle with an approved metal polish where applicable - daily (c) Wipe and sanitize glass door clean - daily. (d) Wash glass doors with a degreasing agent and equipment that will not scratch the surface, and polish as required - weekly or on request.	**daily** **every 3 hours**	
4.5	**Glass**	**Daily** **every 3 hours**	

Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB Frequency in which the services to be rendered.	
	(a) All outdoor glass surfaces of buildings specified in the contract, washed with a degreasing agent and equipment that will not scratch the surface, and later sanitized –daily. (b) All indoor glass surfaces of building specified in the contract, washed with a degreasing agent and equipment that will not scratch the surface, and sanitized daily. (c) A cloth damped into a bleach solution or sanitizer may be used-daily.		
4.6	**Elevators:** Disinfect elevators-daily Thoroughly clean sanitise-daily Sweep inside and clean the mirrors- daily	**daily** **every 3 hours**	
4.7	**Furniture** (a) Wipe, dust and polish wooden furniture everywhere with an approved polish. Such polish should not be greasy or sticky, and should not come off on anything it comes into contact with after it has been polished - weekly. (b) Remove dirty spots from glass tops, desks and other furniture in an appropriate way - daily. (c) Sanitizer/ dipped damp cloth-wash glass tops of furniture and polish - daily. (d) Remove dirty spots from glass doors of bookcases/file rack and sanitize - daily. (e) Sanitizer dipped damp cloth-wipe glass doors of bookcases - daily. (f) Sanitizer dipped damp-cloth wipe those parts of furniture covered in leather or other cover - daily. (g) Sanitizing of table counters - daily. (h) Wipe empty shelves with a sanitizer damp cloth - daily. (i) Disinfect open shelves and contents as well as desks without removing the contents - daily. (j) Vacuum those parts of furniture covered with fabric - weekly.	**daily** **every 3 hours**	
4.8	**Inside walls** (a) disinfect fingerprints spots on walls, paintwork, electric switches, etc. - daily (b) Disinfect wooden panels and partitions - daily. (c) Wash wall tiles with bleach - daily. (d) Disinfect window sills with soap and water - daily. (e) Clean notice boards - daily.	**daily**	**every 4 hours**
4.9	**Toilets** The sanitary disposal bins in ladies toilets should be disposed of in a clean manner by placing the contents in separate appropriate plastic bags. The contents must be removed from site ***fortnightly.***	**daily** **every 3 hours**	

Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB Frequency in which the services to be rendered.	
	A surface sanitizer should be provided for both ladies & gents-be constantly monitored		
4.10	**Rubbish-bins** The rubbish bind should be removed, disinfected and disposed in a designated dumping area. This must be done in a clean manner by placing the contents in separate appropriate plastic bags. The contents must be removed from site on a daily basis.	**daily twice a day.**	
4.11	**Toilet pans, seats, covers, urinals, towel rails and taps** (a) Clean and disinfect with a 70% alcohol based sanitizer disinfectant - twice daily. (b) Sanitise and polish all metal surfaces - daily. (c) A normal hand soap should at all times be available in the ablutions-daily (d)	**daily** **every 2 hours**	
4.12	**Showers** Clean and disinfect with an approved disinfectant - daily.	**twice a daily.**	
4.13	**Mirrors** Remove marks and apply a disinfectant in all mirrors - daily.	**twice a daily.**	
4.14	**Wall tiles** (a) Remove dirty spots and disinfect - daily. (b) Wash with soap and water to which a sufficient amount of approved disinfectant has been added - daily.	**twice a daily.**	
4.15	**Walls, doors (painted) and partitions** (a) Remove dirty spots, including from unpainted doors - daily. (b) Wash with soap and water to which a sufficient amount of approved disinfectant has been added - daily. (c)	**twice a daily.**	
4.16	**Visible pipes** Clean all visible pipes - daily.	**twice a daily.**	
4.17	**Floors** (a) Damp cloth-wash floors with an approved disinfectant - daily. (b) Remove dirty spots and rubbish - daily. (c) Clean floors with a water mixed with bleach and apply non-slippery polish agent always display a warning sign.	**twice a daily.**	
4.18	**Incinerators** Damp cloth-wash with approved disinfectant - daily.	**daily**	**twice a day**

Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB Frequency in which the services to be rendered.	
4.19	**Clogging** Approved agents should be put in basins and urinals to prevent clogging - daily.	**daily**	**twice a day**
4.20	**Glazed/enamelled surfaces** Wash only with an approved alcohol based disinfectant agent. No abrasives or scouring materials may be used.	**daily**	**twice a day**
4.21	**Toiletries** (a) The following toiletries must be provided by NDPWI sufficient amounts as stipulated in the term of reference, and should be available at all times. It should be put in the various toilets holder/dispensers and must available at all times: **i.** Disposable hand paper towels dispensers to be installed and be at all-times be available when needed for use by the client. **ii.** Single-ply toilet paper – be available at all times need for use. **iii.** Toilet soap dispensers - be replenished daily, as and when required. **iv.** Air-fresheners dispensers **for all toilets** **v.** Sanitary bins only to be provided in ladies and serviced Biweekly. *To be constantly monitored*	**daily**	**every 3 hours**
4.22	**Telephones** Wipe hard surfaces including telephone and computers with a damp cloth with suitably diluted disinfectant – in the event that they are sharing a line daily. Disinfect -decorating ornaments- daily Disinfect -framed photos	**daily**	**every 3 hours**
4.23	**Stairs (including fire-escapes)** (a) Dust as in paragraph 3.1 (b) Wipe banisters with a damp sanitized cloth – twice daily. (c) Apply furniture Polish where necessary- daily. (d)	**daily**	**every 3 hours**
4.24	**Floors and Staircase** Wash Floors with a disinfectant floors- daily Polish with a non-slip floor polish-daily Maintain neatness in the floor-daily Scrub and seal -every week	**daily**	**3 times a day**

Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB Frequency in which the services to be rendered.	
4.25	**Court rooms and office** (a) If floors or parts thereof have not been treated with two coats of an approved dry gloss, non-slip, metallised, hard coat polymer agent, the Contractor should apply it. The relevant surface should be properly cleaned prior to application and, if required, old polish should be removed with an appropriate floor stripping agent. If a polish remover is used, the floor should be rinsed with clean water and properly dried. (b) If floors have already been treated with a metallised polymer agent, it should be re-applied as soon as it becomes worn out. (c) Should entry to offices/court room or high traffic make it difficult to treat floors during normal office hours, it should be done after office hours. (d) Wipe and remove marks like mud spots - daily. (e) Spray polishing for which an approved polymer agent is used (e.g. a solution of water and the agent) should only be done after the floor has been wiped with a "dust magnet", and frequently enough to maintain the polymer coating.	**daily**	**twice a day**
4.26	**Inmates holding cells** (a) Sweep and remove all dirty marks - daily. (b) Disinfect the entire cell room. (c) Use bleach or an alcohol based floor and surface sanitizer.	**daily**	**twice a day**
4.27	***High traffic (like passages)*** *Wash with a bleach and other bacteria homicide disinfectant*	***daily***	***3 times a day***
4.28	***Offices, with or without loose carpets*** *(a) Apply polishing agent and polish - weekly.* *(b) As soon as an unsightly layer of old polish has built up, it should be scrubbed off and a new coat re-applied.* *(c) The floor should be sanitize with an alcohol based sanitizer or a thick bleach mixed thick water.*	**daily**	**twice a day**
4.29	**Carpets (wall-to-wall and loose)** (a) Vacuum all carpets – weekly and deep cleaned to remove stains quarterly. (b) Thorough vacuuming as follows: **(1) High traffic (like passages)** To be thoroughly cleaned daily. **(2) Offices** To be spring cleaned once a week	**daily**	**twice a day**

Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB Frequency in which the services to be rendered.	
4.30	**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.** **(a)** 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 washing machine. 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, if possible - two times during the contract duration, after hours. **(b)** Shake out and clean entrance carpets and dust carpets - daily.	**daily**	**twice a day**
4.31	**Indoor concrete floors (marble, ceramics, terrace tiles etc. excluding those in toilets)** (a) Remove all dirty spots and sweep - daily. (b) Scrub with bleach and water - weekly. (c) Polish all polished surfaces - daily.	**daily**	**twice a day**
4.32	**Outdoors concrete surfaces and paving** (marble, ceramics, terrace tiles etc. excluding those in toilets) (a) Stoops, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed - daily. (b) Pick up all rubbish on paving - daily. (c) Sweep paving with a hard broom - daily. (d) Unpolished stoops and walkways should be washed or scrubbed with soap and water - weekly. (e) Polishing of polished stoops - weekly.	**daily**	**twice a day**
4.33	**Ceilings** (a) Remove visible dust, cobweb only in reachable areas. (b) Building related work, to be referred to DOJ. (c) This can only be done with a feather duster.	**YES**	**NO**
4.34	**Parking areas, garages and loading zone.** (a) Clear all conspicuous rubbish - daily. (b) Remove oil, petrol and brake fluid stains with an appropriate approved cleaning agent - monthly. (c) Sweep parking area - weekly,	**YES**	**NO**

Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB Frequency in which the services to be rendered.	
4.35	**Rubbish removal** Waste baskets (a) Empty office waste bins - daily. (b) Damp-wash and disinfect waste buckets -daily. (c) Empty rubbish-bins in lobbies and passages - daily. (d) Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles.	**daily**	**twice a day**
4.36	**Ash-trays** (a) Empty and damp-wash/wash all ash-trays - daily. (b) Empty and damp-wash/wash all large ash-trays outside conference rooms - three times daily. (c) 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. (d) Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles. (e) The Contractor will be responsible for sorting waste paper for rendering to waste paper dealers. The manner of disposal to be indicated - daily. (f) 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 service provider, and put in an appropriate place on the premises. (g) Rubbish should be temporarily stored on the premises in proper rubbish bins provided by the State or garbage bags provided by the service provider. (h) Rubbish should be taken to the collection point of the relevant municipality as prescribed on those days the municipality removes rubbish.	**daily**	**twice a day**
4.37	**Drinking water** Fresh drinking water should be provided in the water-Jugs/bottles made available in offices, passages, conference and training rooms – Twice daily. • Making of tea for DOJ staff members • Washing of dishes with dishwashing liquid & bleach.	**daily**	**twice a day**
4.38	**Curtains** Remove dust from the curtains Maintain a good shape and look A worn out one to be reported and fixed by DOJ	**daily**	**twice a day**
4.39	**Kitchens** (a) Floors dusted and washed daily. (b) Counters washed daily. (c) Cupboards cleaned, dusted inside weekly to enhance pest control. (d) Disinfect all surface area every two hours		
5		**YES**	**NO**

Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB Frequency in which the services to be rendered.	
	EQUIPMENT, CLEANING MATERIAL AND HYGIENIC SERVICES TO BE USED 5.1 **Equipment to hire** All equipment is to be heavy duty industrial i. 1 x Buffing machine ii. 2 X Vacuum machine **5.2 Cleaning Material** . **Not Applicable** **5.3 Hygienic Services** . **Sanitory bins x 15 to be serviced twice a month** **5.4 Toiletries** **Not Applicable** **5.5 Uniform** i. All employees of the appointed service provider must be neatly dressed in the service provider's prescribed uniform. ii. The Department accepts that service providers' might already have uniform in stock in their stores/ warehouses and therefore did not allow for pricing of uniform in this bid.		
6	**RESPONSIBILITY OF THE SUCCESSFUL SERVICE PROVIDER** 6.1 The successful service provider must: (a) Submit proof of a valid certified letter of good standing issued by the Department of Labour (COIDA) within 7 days upon requesting to do so. (b) Submit proof of a Valid UIF compliance certificate or letter within 7 days upon requesting to do so. (c) Submit proof of a Valid Proof of Provident Fund compliance certificate within 14 days upon requesting to do so. (d) Must submit proof of a valid Public Liability Insurance of at least R 5 000,000.00 within 7 days upon receipt of appointment letter. (e) Provide all cleaning material and equipment necessary for the proper execution of the cleaning service in terms of the specifications. (f) Maintain its equipment in working order. (g) Ensure that fair labour practices are complied with.		

Paragraph no.	**Service/Site specification**	**INDICATION OF COMPLIANCE NB** Frequency in which the services to be rendered.	
	(h) Indemnify, protect, defend and hold harmless the Department from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof and arising out of: 1. Any claim in respect of any taxes payable by the Contractor. 2. Any claim in respect of the Compensation for Occupational Injuries and Diseases Act 1997 (WCA) or for any loss for which the Contractor is liable. 3. Any claim in respect of the Occupational Health and Safety Act. Bidders are referred to the Written Agreement on Occupational Health and Safety bound into this document. 4. Any claim by any third person including any employees of the Department or of the Contractor for any loss resulting from any bodily injury and/or damage to property by an act or omission of the Contractor or any of its employees, servants or agents. (i)Observe all statutory Conditions of Employment e.g., wages and other contributions, hours of work, overtime or leave applicable etc. to the Contract Cleaning Industry. **(refer to paragraph 8.2(a))** (j)Supply the labour force to render the cleaning service in terms of the specification. This labour force is to conduct itself in an efficient and professional manner in carrying out their duties and keep disturbances to the occupants of the building to a minimum. (k) After award of the contract, complete the Written Agreement on Occupational Health and Safety as referred to in paragraph **7(a)(iii) below** (l)Ensure that its supervisor, who must be identified in writing to the DPW's project leader and empowered to act for him/her, is present on site during the official working hours. Must attend to any problems or complaints that may arise and directives given to him/her by the DPW's project leader. Ensure that the supervisor is contactable at all times. (m) Ensure that a meeting between the service provider and a project leader of the DPW takes place once a month. ***(n) Ensure that EPWP labour reports are submitted monthly. (Attendance register and labour payment register)*** (o) Ensure that replacement staff is available at all times (for e.g. absences, industrial actions etc.) The service provider must ensure that all its contracted staff adhere		

Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB Frequency in which the services to be rendered.	
	to the daily starting and ending times for the specified services and that the DPW could request to replace cleaning staff when necessary. (p) Keep the facilities provided by the DPW clean and tidy. (q) Conform to all applicable legislation, Municipal By-Laws or directives issued by the Eastern Cape Provincial Government (ECPG). (r) Comply with the facility/site's security and emergency policies and procedures. (s) Ensure that all staff employed are issued with protective clothing with the company's logo, as well as nametags. (t) Accept responsibility and liability for the safekeeping of its equipment on the premises provided by the DPW. (u) Supply **toiletries as indicated in paragraph 5.4** (v) Provide regulatory **warning signs** in all areas of operation. (w) The contractor must be fully equipped to clean all windows in the building (inside as well as outside). **Window cleaning** is to take place at least once every month. **Provide all necessary special equipment required for window cleaning such as ladders, scaffolds, etc**. At commencement of the contract the contractor is to submit a program showing when the windows will be cleaned. (x) Provide Health and Safety plan and a Job execution plan.		
7.	**LIABILITY** a. The service provider will indemnify, protect, defend and hold harmless the Department from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof and arising out of: i. Any claim in respect of any taxes payable by the service provider. ii. Any claim in respect of the Compensation for Occupational Injuries and Diseases Act 1997 (WCA) or for any loss for which the Contractor is liable. iii. Any claim in respect of the Occupational Health and Safety Act. Bidders are referred to the Written Agreement on Occupational Health and Safety bound into this document. iv. Any claim by any third person including any employees of the Department or of the service provider for any loss resulting from any bodily injury and/or damage to property by an act or omission of the service provider or any of its employees, servants or agents.		

PRICING SCHEDULE – BILL OF QUANTITIES

LABOUR COSTS **ANNEXURE A**

Number of Cleaners		**5 cleaners**	**Contract Period in months**	**4 months**
Item No	**Description**	**Departmental Guide**	**Details of Bidder's offer**	
1	The hourly rate at the closing must not be less than the rates published in terms of the relevant Government Notice at the closing date of the bid	The bidder is required to at least comply with the minimum sectorial determination rate for the relevant area as gazetted at the closing date of the bid	**RATE PER HOUR** Bidder's tendered rate per hour	R _____ **per hour**
2	Total Wage Cost/ Grounds man per month	hourly rate x 8 hours per day x 5 days per week x 4,33 weeks per month		R _____
Provisions to be made as additional costs incurred to the minimum rate of pay:				
3	Annual leave provision (pro rata per month) based on minimum determined days per year.	**4** days per year ÷ 4 months x hourly rate x 8 hours per days		R _____
4	Sick Leave (pro rata per month) based on minimum determined days per year	**3** days per year ÷ 4 months x hourly rate x 8 hours per day		R _____
5	Family Responsibility Leave (pro rata per month) based on minimum determined days per year	**1** days per year ÷ 4 months x hourly rate x 8 hours per day		R _____
6	Unemployment Insurance Fund (UIF)	1% of basic monthly salary		R _____
7	Provident fund	5,25% of basic monthly salary		**N/A**
8	Annual Bonus *(Pro rata monthly over 12 months)*	annual bonus ÷ 12 months		**N/A**
9	Workman's Compensation: (COIDA)	1.6% of total monthly wage		R _____
10	Skills Development Levy	1% of monthly wage		**N/A**
11	Any other allowance/s and or employers contributions must be specified	(Bidder to specify if applicable)		R _____
12	Other Labour costs (if any)			R _____
13	Estimated Monthly Cost per Cleaner	Add items 2 to 13		R _____
14	Number of Cleaners			**5**
15	Total Labour costs per month	Item 13 x **5** cleaners		R _____
16	Number of Months			**4 months**
1`7	Total Labour costs for **5** cleaners for a period of **4** months (To be carried over to next the page Item 23)	Item 15 x **4** months		R _____

OPERATIONAL COSTS
ANNEXURE B

Item No	Description		Details of Bidder's offer
18	Total Transport Costs for a period of **4** months		R _____
19	Equipment (See paragraph 5.1) to hire for a period of **4** months.		R _____
20	Uniform for **5** cleaners		R _____
21	Bathroom Services: Hygiene service **15 SHE bins** to be serviced twice a month for a period of **4** months		R _____
22	Operating Costs for a period of **4** months (Sum Item 18 to Item 21)		R _____
23	Total Labour costs for **5** cleaners for a period of **4** months (Carried over from Item 17)		R _____
24	Total Labour and Operating costs (Item 22 + Item 23)		R _____
25	Profit and Overheads (Calculated as a percentage of Total Labour and Operating Costs)	_____% **(Indicate %)**	R _____ (Item 24 x %)
26	Total Costs including Profit and Overheads before VAT (Item 24+ Item 25)		R _____
27	VAT @ 15% (Item 26 x 15%)		R _____
28	Total Bid Costs for **5 cleaners** for a period of **4 months** (Item 26+ Item 27) (To be carried over to the Form of Offer and Acceptance)		R _____

DPW-07: FORM OF OFFER AND ACCEPTANCE

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

Bid no: GQEQ-2026/2027-138

Bid/ Project Description: KING WILLIAMSTOWN MAGISTRATE: PROVISION OF CLEANING SERVICE FOR THE PERIOD OF FOUR (4) MONTHS.

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

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

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

Rand (in words):	
Rand in figures:	**R**

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

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

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

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

AND WHO IS (if applicable):

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

AND WHO IS:

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

Bid No: GQEQ-2026/2027-138

Bid/ Project Description: KING WILLIAMSTOWN MAGISTRATE: PROVISION OF CLEANING SERVICE FOR THE PERIOD OF FOUR (4) MONTHS.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)
The official documents ..... ☐
The official alternative ..... ☐
Own alternative (only if documentation makes provision therefore) ☐

SECURITY OFFERED: **(Not required for this quotation/ bid)**

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

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

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

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

.....

Other Contact Details of the Tenderer are:

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

Fax No. .....

Postal address.....

Email address .....

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

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

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

ACCEPTANCE

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

Bid No: GQEQ-2026/2027-138

Bid/ Project Description: KING WILLIAMSTOWN MAGISTRATE: PROVISION OF CLEANING SERVICE FOR THE PERIOD OF FOUR (4) MONTHS.

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

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

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

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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

TESTIMONIAL TEMPLATE NO. 1

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder

1. **Testimonial for** (name of bidder) _____
2. **Name of Client/ Employer:** _____
3. **Project description** _____

   _____
4. **Contract start date** _____
5. **Contract end date or Practical Completion date:** _____
6. **Contract duration** _____
7. **Contract Sum** _____
8. **Percentage completion of the contract:** _____%
   (The percentage completion **must** be completed in the case of contract which has not yet reached completion or practical completion at the closing date of the bid)
9. **Percentage of R- value of the Contract Sum spent to date:** _____%
   (The percentage R-value of the contract sum spent to date **must** be completed in the case of contract which has not yet reached completion or practical completion at the closing date of the bid)
10. **Client contact number** _____
11. **Client physical address** _____

    _____
12. **Client e-mail address** _____
13. **Performance rating of the bidder in respect of 1) quality, 2)time and 3) adherence to Contractual obligations (complete table below)**

Description	Rating of Bidder's performance				
	Rating: 1 Unacceptable performance	Rating: 2 Performance not unacceptable, but needs Improvement	Rating: 3 Satisfactory Performance	Rating: 4 Above Satisfactory performance	Rating: 5 Excellent performance
1. Quality of work					
2. Time					
3. Adherence					

14. **Client signature** _____
15. **Date of testimonial** _____

Client Stamp here

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REPUBLIC OF SOUTHAFRICA

TESTIMONIAL TEMPLATE NO. 2

Please note: This testimonial must be completed by client/ Employer on behalf of the bidder

1. **Testimonial for** (name of bidder) _____
2. **Name of Client/ Employer:** _____
3. **Project description** _____

   _____
4. **Contract start date** _____
5. **Contract end date or Practical Completion date:** _____
6. **Contract duration** _____
7. **Contract Sum** _____
8. **Percentage completion of the contract:** _____%
   (The percentage completion **must** be completed in the case of contract which has not yet reached completion or practical completion at the closing date of the bid)
9. **Percentage of R- value of the Contract Sum spent to date:** _____%
   (The percentage R-value of the contract sum spent to date **must** be completed in the case of contract which has not yet reached completion or practical completion at the closing date of the bid)
10. **Client contact number** _____
11. **Client physical address** _____

    _____
12. **Client e-mail address** _____
13. **Performance rating of the bidder in respect of 1) quality, 2)time and 3) adherence to Contractual obligations (complete table below)**

Description	Rating of Bidder's performance				
	Rating: 1 Unacceptable performance	Rating: 2 Performance not unacceptable, but needs Improvement	Rating: 3 Satisfactory Performance	Rating: 4 Above Satisfactory performance	Rating: 5 Excellent performance
4. Quality of work					
5. Time					
6. Adherence					

14. **Client signature** _____
15. **Date of testimonial** _____

Client Stamp here

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

o 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

3.1.1. If so, furnish particulars:

.....

.....

3. DECLARATION

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

4.1. I have read and I understand the contents of this disclosure;

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

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

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

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

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

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

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

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____
(project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

_____

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

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

Note:

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

ENTERPRISE STAMP

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

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

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

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

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

   _____

   _____
   (project description as per Tender Document)

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

1 *Mr/Mrs/Ms: _____

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

   and who will sign as follows:

   _____

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

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

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

   Physical address: _____

   _____ Postal Code _____

   Postal Address: _____

   _____ Postal Code _____

   Telephone number: _____ Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____

(project description as per Tender Document)

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

B. Mr/Mrs/Ms:_____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____Postal Code _____

Postal Address: _____

_____

_____Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			
2			
3			

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

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

Note:

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

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

Project title:	**KING WILLIAMSTOWN MAGISTRATE: PROVISION OF CLEANING SERVICE FOR THE PERIOD OF FOUR (4) MONTHS.**		
Tender / quotation no:	GQEQ-2026/2027-138	**Closing date:**	**Tuesday, 03 November 2026**
Advertising date:	**Thursday, 29 October 2026**	**Validity period:**	84 days

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature	Date

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	**KING WILLIAMSTOWN MAGISTRATE: PROVISION OF CLEANING SERVICE FOR THE PERIOD OF FOUR (4) MONTHS.**		
Tender / Quotation no:	**GQEQ-2026/2027-138**	**Reference no:**	APP No OR WCS No

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: GQEQ-2026/2027-138
Name of Tenderer ..... ☐ **EME**[1] ☐ **QSE**[2] ☐ **Non EME/QSE (tick applicable box)**

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

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

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

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

1. DECLARATION:

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

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

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

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

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

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

Signed by the Tenderer

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

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

Preference Points System to be applied	**80/20**
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and Specific Goals	**100**

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 <u>For procurement transaction with rand value greater than R 2 000 and up to R 1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u>

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in Eastern Cape Province for work to be done or services to be rendered in the Eastern Cape Province 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.

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

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.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE which is at least 51% owned by black people	10	
2. Located in Eastern Cape Province for work to be done or services to be rendered in the Eastern Cape Province area	2	
3. An EME or QSE which is at least 51% owned by black women	4	
4. An EME or QSE which is at least 51% owned by black people with disability	2	
5. An EME or QSE which is at least 51% owned by black youth	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

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

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

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

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

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

4. The contents of this statement are to the best of my knowledge a true reflection of the facts.

5. 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: *Indicate the applicable*	
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;"

6. 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 ☐ Financial Statements /☐ Management Accounts and other information available (on the latest financial year-end of _____/_____/_____ (format: day/month/year) the annual
Day/ month / year

Total Revenue/ Allocated Budget/Gross Receipts 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)	

7. 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.

8. 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;"

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 ☐ Financial Statements / ☐ Management Accounts and other information on the latest financial year-end of _____/_____/_____ (format day/month/year)
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)	

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 Oath

SPECIAL CONDITIONS OF BID (SCB-1 G&S)

1 INTERPRETATION

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

2 PRECEDENCE

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

3 GENERAL BID RULES

3.1. "Written" or "in writing" means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
3.2. The digital and or electronic completion and signing of documents is permitted.
3.3. A bidder participates in this bid process entirely at its own risk and cost.
3.4. The Department may accept or reject any bid offer or may cancel the bid process (or reject all bid offers at any time) prior to award, due to the following:
3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
3.4.2. funds are no longer available to cover the total envisaged expenditure;
3.4.3. no acceptable tender is received;
3.4.4. there is a material irregularity in the tender process; or
3.4.5. there is material change in the scope of works.
3.5. The Department shall not accept or incur any liability for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.
3.6. Completed bid documents in a sealed envelope, endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
3.7. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids, which are not timeously deposited in the Bid Box.
3.8. A Bid will be treated as a late bid, if it is not received in the bid box. The Department will not accept responsibility for any late depositing of bids or for the non-depositing of bids in the bid box, which are as a result from an act committed or omitted by an official. This is not limited to the following cases:
3.8.1. A Bidder handed over its bid to a departmental official or to the security services personnel timeously, but they omits to deposit the bid in the bid box on or before the closing date and time.
3.8.2. If a courier service delivers the bid to a departmental official or to the security services personnel timeously and it is not deposited in the bid box timeously.
3.8.3. The bid documents were send through mail / Post Office and it is not timely collected and or timely deposited in the Departmental Bid Box.
3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
3.10. Bidders who are not registered on the CSD, must register on the CSD within 7 working days, if requested to do so. No award letters or purchase orders or contracts will be signed, with a bidder not registered on the CSD.
3.11. The Department will download the following documents, if not submitted by bidders:
3.11.1. CSD registration certificate (if the bidder is registered in the CSD)
3.11.2. CIPC registration
3.11.3. CIDB (if applicable)

3.12. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4 AMBIGUITIES/ CONTRADICTIONS / OMISSIONS

4.1. If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.

4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document , the Department reserves the right to:

4.2.1. If the ambiguity or contradiction or omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity or contradiction or omission or

4.2.2. If the ambiguity or contradiction or omission is immaterial, proceed to finalise the procurement process and notify the delegated authority in the submission of the ambiguity or contradiction or omission for the consideration of the approving authority or

4.2.3. Cancel the bid and process

5 PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.

5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:

5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.

5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.

5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.

5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.

5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6 BRAND NAMES

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

7 CONTRACTUAL PRICE ADJUSTMENTS

7.1 The Bid will not be subjected to any price escalation, unless specified otherwise in the bid documents.

8 AUTHORITY TO SIGN BID DOCUMENTS

8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.

8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors

8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:

8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and

8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a " Resolution of the Board of Directors", if such ", (PA 15.1: Resolution of Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed,

8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:

8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia" agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a " Resolution of the Board of Directors", if it was not submitted with the bid or was not completed or was incorrectly completed,

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

9 CONTRACT PERIOD

9.1 The contract period is stipulated in the Contract Data or the specifications.

9.2 The construction period for Infrastructure works, will commence from the date of site handover.

10 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:

10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders a reasonable market price /offer?

11 AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

11.1 The Department reserves the right to award the bid to a tenderer not scoring the highest points, after having applied an objective criteria or a risk assessment criteria, if such (i.e. the objective criteria/ risk assessment) is specified in the bid document.

12 TAX COMPLIANCE

12.1 No tender shall be awarded to a bidder who is non tax -compliant.

12.2 Due to urgency, all bid offers must be tax compliant. If a bidder's tax status is non-compliant, the bidders offer will be disqualified.

12.3 Bidders' tax matters will be verified through CSD.

13 REGISTRATION AS A VAT-VENDOR

13.1 Non-VAT vendors do not have to include VAT in their bid prices.

13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the "provisional letter of award" and elimination of the bidder's offer.

13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder's offer.

13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.

13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

14 CERTIFICATION OF DOCUMENTS

14.1 Where so required in the bid documents, bidders are required to submit copies which are certified as a "true copy of the original".

14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hours.

14.3 All bidders' whose copies complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.

14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.

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

15.1 In **accordance** with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBBEE – certificate or a "valid sworn affidavits". The bidder will not be scored for points, but will be evaluated further.

15.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.

15.3 The requirements of a valid BBBEE-Certificate and or "Sworn Affidavit" as specified in the Special Conditions of Tender applies.

15.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.

15.5 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.

15.6 Non-submission of the PA-16 form or non-completion the PA-16 form or an incomplete PA-16 form, is not an elimination criteria.

15.7 If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder's PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.

15.8 All bidders' whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.

15.9 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.

15.10 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

16 BIDDER'S DISCLOSURE/ BIDDER'S DECLARATION (PA - 11)

16.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.

16.2 A bidder's offer maybe eliminated if the bidder's declaration is proven false during the bid evaluation process.

17 CORRECTION OF ERRORS

17.1 Only the authorised signatory to the tender should initial corrections in the tender document.

17.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.

17.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:

17.4 Seek the necessary clarification from the tenderer and;

17.5 If accepting the response from the tenderer, evaluate the bid further and or;

17.6 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

18 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

18.1 Paragraph 15.2 of the General Conditions of Contract is withdrawn.

18.2 Bidders must comply with the warranty and conditions as per specification

19 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

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

20 POINTS FOR SPECIFIC GOALS

20.1 To qualify for points for Specific goals, as specified in the "Invitation to Bid" and the "PA-16", bidders must comply with the requirements at the closing date of the bid.

20.2 It is the bidder's responsibility to ensure that it submit the correct evidence at the closing date of the bid, for the validation of the points the bidder is claiming.

20.3 Bidder's will not be given an opportunity to submit evidence after closing date, if the evidence is not submitted or if incorrect evidence was submitted.

21 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

CRITERIA	SPECIAL CONDITIONS OF BID
a) A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement - CK1
b) A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: Certificate of Incorporation - CM1; Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or Memorandum of Incorporation in the case of a personal liability company.
c) A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d) A profit company duly registered as a public company.	Copy of Certificate of Incorporation - CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.

CRITERIA	SPECIAL CONDITIONS OF BID
e) A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. The Founding Statement - CK1; and ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f) A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: such natural person/ sole proprietor, or each of the Partners to the Partnership.
g) A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

22 DISCLAIMER

22.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:

22.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to

22.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" or giving points, etc, without requesting the corrections/ ratifications of a matter which is eligible as per the "Special Conditions of Bid".

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

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:
The purpose of this document is to:

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

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

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

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

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2. **Application**
3. **General**
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34. **Prohibition of restrictive practices**

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

1.3. 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.