

public works & infrastructure

Department: Public Works and Infrastructure REPUBLIC OF SOUTHAFRICA

QUOTATION DOCUMENT

PROJECT DESCRIPTION: DEEP CLEANING OF THE OFFICES, AS AND WHEN REQUIRED AT NGQELENI MAGISTRATE OFFICE

BID NO:	MTHQ48/24
Closing Date: Closing Time:	05 August 2024 11H00
Bid Briefing Meeting Date:	NONE
Bid Briefing Meeting time:	NONE
Tenderers CSD No:	
Name of the Tenderer:	
Bid Box Address Department of Public Works & Infrastruc PRD2 Building Sutherland Street	eture

SCM SPECIFIC ENQUIRIES:

Enquires: SIPHOKAZI NOTYESI

Tel No: Landline number during office hours

Cell No: cell number

Mthatha 5099

Email Address: Siphokazi.Notyesi@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: THABO MOKOQAMA

Tel No: 0475027088 during office hours

Cell No: cell number

Email Address: Thabo.Mokogama@dpw.gov.za



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SUMMARY OF QUOTATION INFORMATION

Bid Number	MTHQ48/24					
Bid/ Project Description	DEEP CLEANING OF THE OFFICES, AS AND WHEN REQUIRED AT NGQELENI MAGISTRATE OFFICE					
Bid Closing date & Time	Monday, 05 August 2024	, 05 August 2024 Closing Time: 11H00				
Bid Briefing Date & Time (If applicable)	Date of Bid Briefing (if any) NONE	Time of Bid Briefing (if any) NONE				
Venue	NONE					
SCM SPECIFIC	SIPHOKAZI NOTYESI	Siphokazi.Notyesi@dpw.gov.za				
ENQUIRIES:	047 502 7050	Cell Number				
TECHNICAL / PROJECT	THABO MOKOQAMA	Thabo.Mokoqama@dpw.gov.za				
SPECIFIC ENQUIRIES	Landline number	047 502 7071				
Quotation Validity Perio	84 calendar days	calendar days				
Bid Document Price	Free of Charge					
Procurement Plan Reference Number	N/A					

Thabo.Mokoqama@dpw.gov.za

Click here to enter text.



TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

PA 32: INVITATION TO BID

PART A

YOU ARE HERE	BY INVITED TO BID I	FOR REQUIREMENTS OF T	HE (NAM.	E OF DE	PARTM	IENT/ PL	IBLIC ENTIT	Y)
BID NUMBER:	MTHQ48/24	CLOSING DATE:	Monday 2024	, 05 A	ugust	CLOSIN	G TIME:	11H00
DESCRIPTION	DEEP CLEANING O	F THE OFFICES, AS AND W	HEN REQ	UIRED A	AT NGQ	ELENI M	AGISTRATE	OFFICE
THE SUCCESSE		E REQUIRED TO FILL IN A						
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OR POSTED TO								
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SUPPLIER INFO	RMATION		11/27	0.45			e i-finith	
NAME OF BIDDE	R							
POSTAL ADDRE	SS							
STREET ADDRE	SS			7.0				
TELEPHONE NU	MBER	CODE			NUMB	ER		
CELLPHONE NU	MBER							
FACSIMILE NUM	BER	CODE			NUMB	-R		
E-MAIL ADDRES								
VAT REGISTRAT	ION NUMBER			ī				
		TCS PIN:		OR	CSD N	lo:		
Signature of Bidde				Date				
	R WHICH THE BID IS proof of authority to							
sign this bid (e.g. retc.)	resolution of Directors,							
TOTAL NUMBER (OF ITEMS OFFERED			TOTAL (ALL TAXES)	INCLU			
Selvey's	,				*			
BIDDING PROCE	DURE ENQUIRIES M	AY BE DIRECTED TO:	TECH	NICAL II	NFORM	ATION N	AY BE DIR	ECTED TO:
DEPARTMENT/ PUBLIC ENTITY PUBLIC WORKS & INFRASTRUCTURE				& CONTACT PERSON THABO MOKOQAMA			OKOQAMA	
CONTACT PERSON		SIPHOKAZI NOTYESI	TELEF	TELEPHONE NUMB		NUMBER 047 502		071

FACSIMILE NUMBER

E-MAIL ADDRESS

CELL NUMBER

047 502 7050

Email1@dpw.gov.za



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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

Note Well:

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



PA-03 (GS): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	DEEP CLEANING OF THE OFFICES, AS AND WHEN REQUIRED AT NGQELENI MAGISTRATE OFFICE					
Bid no:	MTHQ48/24 Procurement Plan Reference no:					
Advertising date:	Friday, 26 July 2024	Closing date:	Monday, 05 August 2024			
Closing time:	11H00	Validity period:	84 calendar days			

1. RESPONSIVENESS CRITERIA

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

	onside	radon.
1	\boxtimes	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2		Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	\boxtimes	All parts of tender documents submitted must be fully completed in ink and signed where required
4	\boxtimes	Use of correction fluid is prohibited.
5	\boxtimes	Submission of PA-32: Invitation to Bid
6		Submission of record of attending compulsory briefing session. insert motivation why the tender clarification meeting is declared compulsory
7	\boxtimes	Registration on National Treasury's Central Supplier Database.
8		Specify other responsiveness criteria
9		Specify other responsiveness criteria
10		Specify other responsiveness criteria
11		Specify other responsiveness criteria
12		Specify other responsiveness criteria

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

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

1	\boxtimes	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	\boxtimes	Submission of (PA-11): Bidder's disclosure.
4	\boxtimes	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5		Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer



6	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	Specify other responsiveness criteria
8	Specify other responsiveness criteria
9	Specify other responsiveness criteria
10	Specify other responsiveness criteria

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

Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

2. BID EVALUATION METHOD

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

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

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

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



4. COLLECTION OF QUOTATION DOCUMENTS

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

5. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

Venue:	NONE					
Virtual meeting link:	(Type link here or indicate "N/A")					
Date:	o' Starting time'		Time of Bid Briefing (if any) NONE			

6. ENQUIRIES

6.1 Technical enquiries may be addressed to:

DPWI Project Manager	THABO MOKOQAMA	Telephone no:	0475027071	
Cellular phone no	Cell number	Fax no:	None	
E-mail Thabo.Mokoqama@dpw.gov.za				

6.2 SCM enquiries may be addressed to:

SCM Official	SIPHOKAZI NOTYESI	Telephone no:	047 502 7071
Cellular phone no	Cell number	Fax no:	None
E-mail	Siphokazi.Notyesi@dpw.gov.za		

7. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Monday, 05 August 2024

Closing Time: 11H00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure		Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure Floor 5
Department of Public Works and Infrastructure Email: Mthatha.Quotations@dpw.gov.za Documents must be deposited in The Bid Box before the closing date of the bid	OR	PRD2 Building Sutherland Street Mthatha 5099



TERMS OF REFERENCE/ SPECIFICATIONS

Quotation No: MTHQ48/24

Project Description: DEEP CLEANING OF THE OFFICES, AS AND WHEN REQUIRED AT NGQELENI MAGISTRATE OFFICE

Paste Specifications or Terms of Reference here



PRICING SCHEDULE

Quotation No: MTHQ48/24

Bid/ Project Description: DEEP CLEANING OF THE OFFICES, AS AND WHEN REQUIRED AT NGQELENI MAGISTRATE OFFICE

Paste Pricing Schedule here



PA-11: BIDDER'S DISCLOSURE

PURPOSE OF THE FORM 1.

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.

	the bluder to make this decia	ration in respect of the details requir	ed Heredrider.
		I in the Register for Tender Defau tomatically be disqualified from the b	Iters and / or the List of Restricted oid process.
2.	BIDDER'S DECLARATION		
2.1			nbers / partners or any person having
	a controlling interest ³ in the e	nterprise, employed by the state?	☐ YES ☐ NO
2.1.1		rectors / trustees / shareholders / me	rs, and, if applicable, state employee mbers/ partners or any person having
Ful	l Name	Identity Number	Name of State institution
alterr			jority of the equity of an enterprise, or to direct the course and decisions
words	ference to words "Bid" or Bidder" here "Tender" or "Tenderer". ternal Use	ein and/or in any other documentation shall b	e construed to have the same meaning as the



2.2 employ	Do you, or any person connected with the bidder, have a relationship with any person who is yed by the procuring institution?
J	☐ YES ☐ NO
2.2.1	If so, furnish particulars:
	<u>⊕</u>
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?
2.3.1	If so, furnish particulars:
3.	DECLARATION
	I, the undersigned, (name)
3.1	I have read and I understand the contents of this disclosure;
3.2	I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3	The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium ⁴ will not be construed as collusive bidding.
3.4	In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.5	The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.6	There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
	venture or Consortium means an association of persons for the purpose of combining their expertise, y, capital, efforts, skill and knowledge in an activity for the execution of a contract.
	rence to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the ender" or "Tenderer".
DEEP CL	Page 12 of 45 LEANING OF THE OFFICES, AS AND WHEN REQUIRED AT NGQELENI MAGISTRATE OFFICE



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

	any confortant name and region and manaer, in appri	icable, of the Enterprise)	
He	eld at	(place)	
on		(date)	
RE	SOLVED 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 as per Tender Document)	
2	Tender Number:	(Tender Number as per Tender Document)	
2	Tender Number:		

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.



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

Note:

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

ENTERPRISE STAMP



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

RES	SOLUTION of a meeting of the Board of *Directors / Members / Partners of:
_	
(lega	ally correct full name and registration number, if applicable, of the Enterprise)
Held	d at (place)
on_	(date)
RES	SOLVED 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 <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:
	Physical address:
	Postal Code



Postal Address:		
>	Postal Code	
Telephone number:	Fax number:	-:

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

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

Note:

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

ENTERPRISE STAMP	



Document)

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 5 6 7 Held at **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



В.	MIT/MITS/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 othe 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 <i>domicilium citandi et executandi</i> 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:



Simula	Name	Capacity	Signature
1			
2			
3			
4		ř	
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:

- * Delete which is not applicable. 1.
- 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.
- Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	DEEP CLEANING OF THE NGQELENI MAGISTRAT		AND WHEN REQUIRE	D AT
Tender / Quotation no:	MTHQ48/24	Reference no:	N/A	
Date Bid Briefing Meeting				
Time of Bid Briefing Meet	ing: NONE			
Venue: NONE				
This is to certify that I,				
representing				
attended the tender clarifica	ation meeting on:			
I further certify that I am s clarification meeting and tha this contract.	eatisfied with the description at I understand the work to	n of the work and be done, as specifie	explanations given at the ted and implied, in the execu	tender tion of
Name of Tendere	r Sign	ature	Date	
Name of DPW Represe	ntative Sign	ature	Date	



DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	DEEP CLEANING OF T NGQELENI MAGISTRATE		AS AND WHEN REQUIRED AT
Tender / Quotation no:	MTHQ48/24	Reference no:	N/A
	-		

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

	Date	Title or Deta	ails
1.			
2.	4		
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
		0: 4	D (

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

Page 1 of 1 DPW-21 (EC)



PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL **PROCUREMENT**

Caret Cose Non EME/OSE (tick andicable box)	
Tender Number: MTHQ48/24	Name of Tenderer

	Indicate if military veteran	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
GROUPS.	Indicate if Ilving in rural / under developed area/township	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
ND DESIGNATED	Indicate if person with disability	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
RS BY NAME. IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.	Indicate if woman	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
ENTITY NUMBER	Indicate if youth	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No
ERS BY NAME. ID	Black	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No
R SHAREHOLD	Percentage owned										
DES MEMBERS	Identity/ Passport number and Citizenship##										
A LIST ALL DRODBIETORS MEMBERS OR SHAREHOLDE	Name and Surname #	-	2.	3.	4.	5.	6.	7.	8.	9.	10.

##

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:

- The information and particulars contained in this Affidavit are true and correct in all respects;
- 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;
- 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; က
- 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;
- 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; S

	Date
	Signature
igned by the Tenderer	Name of representative



DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	DEEP CLEA	DEEP CLEANING OF THE OFFICES, AS AND	WHEN REQUIR	FICES, AS AND WHEN REQUIRED AT NGQELENI MAGISTRATE OFFICE	VTE OFFICE
Tender / Quotation no:		MTHQ48/24	Closing date:	Closing date: Monday, 05 August 2024	Time: 11H00

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

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

1.1. Current projects

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



닦	complete					
1.2. Completed projects	Projects completed in the last 5 (five) years					
ts	Name of Employer or Representative of Employer					
	Contact tel. no.					
	Contract sum of Project					
	Scope of Services (Work stages appointed for - eg 1 to 6)					
	Date of appointment					
	Date of completion					

Date

Signature

Name of Tenderer



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. PRI

NB:

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 Preference Points System to be applied
- ☑ The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender shall be awarded for:
- 1.3.1 Price: Maximum 80 points
- 1.3.2 Specific Goals: Maximum 20 points
- 1.4 The maximum points for this tender are allocated as follows:

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

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

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



100			
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	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. **DEFINITIONS**

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



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax}\right)$$
 or $Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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



apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The tend	specific goals allocated points in terms of this	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)
	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	
	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
	An EME or QSE or any entity which is at least 51% owned by women	4	
	An EME or QSE or any entity which is at least 51% owned by people with disability	2	
	An EME or QSE or any entity which is at least 51% owned by youth.*	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.	Name of company/firm
4.4.	Company registration number:
4.5.	TYPE OF COMPANY/ FIRM
	Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Public Company Personal Liability Company (Pty) Limited Non-Profit Company State Owned Company
	[TICK APPLICABLE BOX]

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



- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:
ŷ <u>-</u>



SWORN AFFIDAVIT - B-BBEE EXEMPTED MICRO ENTERPRISE -**GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



3. I hereby declare under	Oath that:		
Amended Code Series 1 (1) of B-BBEE Act No 53 The Enterprise is 100 of the Amended Cod of 2003 as Amended by The Enterprise is Code Series 100 of the A BBEE Act No 53 of 2003	00 of the Amended Co of 2003 as Amended % Black des of Good Practice i Act No 46 of 2013, % Black Amended Codes of Go of as Amended by Act N	Female Owned as per Amended Co ssued under section 9 (1) of B-BBE Designated Group Owned as per A bod Practice issued under section 9	section 9 ode Series E Act No 53 mended (1) of B-
Black Youth % =	ra e	%	
Black Disabled % =	39	%	
Black Unemployed % =		%	
Black People living in FBlack Military Veterans	//	% %	
·	-		
	nancial year-end of	Financial Statements and other infor/ the ann pate/month_/year	mation ual Total
Revenue was R10, 000,0 Please Confirm on the applicable box.	000.00 (Ten Million Ra		1 e
00% Black Owned	Level One (135% B-	BBEE procurement recognition level)	
t Least 51% black owned	Level Two (125% B-	BBEE procurement recognition level)	
ess than 51% Black Owned	Level Four (100% level)	B-BBEE procurement recognition	
	nsider the oath bindin	ffidavit and I have no objection to tal g on my conscience and on the owr	
 The sworn affidavit will commissioner. 	be valid for a period	of 12 months from the date signed b	ру
	Depone	ent Signature	
Commissioner of Oaths			\neg
Signature & stamp			
		I .	

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:

V	10.
Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty)	
Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians — (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation— i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"



I hereby declare under Oath that:

Amended Code Series 1 (1) of B-BBEE Act No 53	% Black Owned using the flow-through prine 00 of the Amended Codes of Good Practice issued unde 3 of 2003 as Amended by Act No 46 of 2013,	r section 9
☐ The Enterprise is 100 of the Amended Coo of 2003 as Amended by	% Black Female Owned as per Amended C des of Good Practice issued under section 9 (1) of B-BBE Act No 46 of 2013.	ode Series E Act No 53
☐ The Enterprise is Code Series 100 of the A BBEE Act No 53 of 2003	% Black Designated Group Owned as per Amended Codes of Good Practice issued under section 9 as Amended by Act No 46 of 2013, up Owned % Breakdown as per the definition stated about	(1) of B-
Black Youth % =	%	
Black Disabled % =	%	
 Black Unemployed % : 	%	
 Black People living in I 		
 Black Military Veterans 	s % =%	
	d Financial Statements/ Financial Statements and other in nancial year-end of//	nformation
(the annual Total Reven R50,000,000.00 (Fifty M	ue was between R10,000,000.00 (Ten Million Rands) and	
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
prescribed oath and co enterprise which I repr	I the contents of this affidavit and I have no objection to table the oath binding on my conscience and on the own esent in this matter. If be valid for a period of 12 months from the date signed	ners of the
commissioner.	Deponent Signature	
	•	
	Date:	=
Commissioner of Oaths Signature & stamp		
	Stamp Commissioner of Oath	



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: MTHQ48/24

BID/ PROJECT DESCRIPTION: DEEP CLEANING OF THE OFFICES, AS AND WHEN REQUIRED AT NGQELENI MAGISTRATE OFFICE

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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



General Conditions of Contract

1. Definitions

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



- "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.
- "Local content" means that portion of the bidding price which is not included in the imported content 1.17. provided that local manufacture does take place.
- "Manufacture" means the production of products in a factory using labour, materials, components 1.18. 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.
- "Purchaser" means the organization purchasing the goods. 1.21.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- "Services" means those functional services ancillary to the supply of the goods, such as transportation 1.24. 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.
- Where applicable, special conditions of contract are also laid down to cover specific supplies, services 2.2. or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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



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

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

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

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments



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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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



- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 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

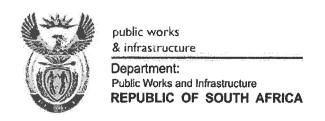
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted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



SPECIFICATION FOR

PROVISION OF DEEP CLEANING SERVICES

FOR

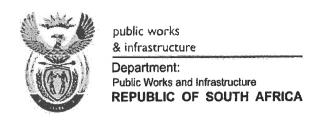
DEPARTMENT

OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT.

THE BUILDING IS

NGQELENI MAGISTRATE COURT

Prepared By



1.1 PREAMBLE 1.2 BACKGROUND

DPWI intends to appoint the contractor with suitable expertise and experience to render once off deep cleaning of floors in offices, holding cells, courtrooms, cashalls, waiting rooms, passages, ablution facilities cleaning and hygiene service as and when at Ngqeleni Magistrate Court. (3 x as and when required)

1.1. EVALUATION CRITERIA

Each Bid will be evaluated by the bid evaluation committee according to price and preference only.

1.2. FURTHER EVALUATION CRITERIA (PPPFA)

Criteria to be considered in evaluating the bid – 80/20 in terms of the Preferential Procurement Policy Framework Act is applicable. 80 points allocated for price and 20 points allocated for Preference.

2. GENERAL NOTES TO TENDERER'S

	GENERAL TERMS AND CONTRACT CONDITIONS
2.1	Warning signs must be provided and displayed when the floors are washed or polished.
2.2	Safety belts must be supplied and worn each time the windows are being washed on the outside.
2.3	An Authorised officer from Department of Public Works will carry out inspections during work in progress to ensure that the work is done according to the above-mentioned specifications
3.	PROVISION OF CLEANING MATERIALS AND EQUIPMENT
3.1	The contractor will be responsible for the provision of all cleaning materials and equipment that may be required to ensure efficient service. In this regard the contractor will ensure he/she has equipment in stock to see that there is no disturbance or delay in the service been offered.
	The equipment must at all times be clean and in a working condition Maintenance of the equipment is the contractor's responsibility.



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The contractor undertakes to provide proper plastic bags for the removal of wastepaper basket paper 3.2 at own cost. This waste paper must be delivered to a central point daily on the ground floor of the building or in and area as agreed to with the building manager. CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR 4. The contractor's personnel must make use of store and rest room facilities as indicated. It will be the 4.1 responsibility of the contractor to ensure that these facilities are clean and tidy. The contractor and his/her personnel are prohibited from reading or going through records in offices. 4.2 Contractor to appoint / place well trained, observant, keen, efficient, willing, and well trained employees Files and other correspondence on desks, racks, etc., must be placed back in the position in which it 4.3 was found after cleaning such areas. 4.4 The contractor undertakes to keep the number of workers allowed in a building to the essential amount required and that the necessary supervision of staff will be strictly monitored and supervised. Personal hygiene of the contractor, his personnel, and agents must be maintained at an acceptable 4.5 standard at all times. 4.6 In accordance with the law on control and entry to public areas and vehicles, 1985(law 5.3 of 1985), employees will be subject to the conditions as set out in Article Z (2) of the mentioned law. 4.7 The occupant of an office shall have the right to request employees of the contractor to leave an office if he/she receives a visitor or telephone call. Employees of the contractor shall not loaf about the building or use the benches or chairs in public 4.8 areas to relax on. At the end of each workday and no later than the normal closing time, all employees of the contractor must be out of the premises. No employee is allowed after working hours except if they have permission from the responsible officer in charge of the building. 4.9 Personnel of the contractor have, subject to other conditions of this contract, right of entry to all areas to supply a service. If the service is not required in a specific area at certain times then entry to the area is prohibited. Without prejudicing the contractor's right to choose his/her own personnel, the Department reserves 4.10 the right to, at all times to indicate personnel to the contractor who is a security, health or safety risk. Such persons will not be allowed to be used by the contractor to carry out his duties. In such a case the contractor will immediately honour the Departments request and shall have no 4.11 claim of loss or damage against the Department.



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7.1.1.	The contractor will be compelled to display neat caution signboards or signs, of which the size and design must be clearly visible in the area where the contractor or his employees are busy working. (Such as toilets, passages etc.) The signs must also be clearly visible in areas where the services rendered can cause injuries to any person or persons and must be able to attract a persons attention to show that
7.1.	CAUTION SIGNBOARDS
7	INTERRUPTION OF SERVICE
6.1	The Department reserves the right to change any part of the service as a whole with one month's writter notice to the contractor.
6	CURTAILMENT OF SERVICES
5.3.	The equipment used by the contractor shall where applicable comply with the law on Machinery and Occupational Safety, 1985 (Law no. 6 of 1993). Under no circumstances shall the equipment used such as vacuum cleaners etc., exceed the sound factor of 66aB (Decibels) within one meter of the equipment
5.2.	With the exception of connections at existing power points provided by the Department, the contracto may not make connections to the electrical system. Only equipment that does not require above 1250 watts to operate may be used at such power points
5.1	The contractor may only use electrical equipment that will normally be used in normal circumstance for purposes named in this agreement. The contractor may under no circumstances fiddle with the electrical installations in the building or make changes to it without the Departments prior consent.
5	ELECTRICAL EQUIPMENT
4.13	The employee will wear the permit on a visible place when he/she is working in the involved building. The necessary control over these permits must be provided as not to allow such permits to fall into unauthorised hands.
4.12	Each employee of the contractor will be provided with a photo identity card by the contractor. The card must have the following particulars, a) Name of Firm (Contractor) Name of employee Identity number of Employee Signature of the Employee



Department:
Public Works and Infrastructure

REPUBLIC OF SOUTH AFRICA

	7.12.	DPWI reserves the right to halt the Contractor from performing the work if there is proof of unsafe
П		working conditions/ cleaning procedure/ methods. They may be permitted to work after implementation
		of safe working conditions/ procedures/ methods.

- 7.1.3.. It is hereby specially agreed upon that the Contractor throughout the duration of the contract period, will be compelled to do everything within his/her means and wherever practicable possible to ensure that all signs, print work, notices, or any written material that is displayed in accordance with clause 9.1 appear in English.

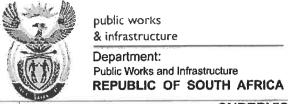
 8 LEGISLATIVE REQUIREMENTS

 8.1. Contractors shall strictly comply with all the applicable Statutory Regulations specifically with the following Legislative Requirements

 (Basic Conditions of Employment Act, 1997 (No. 75 of 1997),
 - ✓ ISO 9001 Quality Management System;

Occupational Health and Safety Act (No: 85 of 1993),

- ✓ ISO 14001 Environmental Management Systems;
- ✓ OHSAS 18001 Occupational Health and Safety;
- ✓ Any other relevant legislation
- 8.2.. Under no circumstances may the department borrow or give equipment to the contractor.
- 8.3. The equipment used by the contractor must comply with the regulations on machinery of the Occupational, Health, and Safety Act, Act 85 of 1996. At the cost for the contractor, the contractor is to supply all staff with the correct personal protective equipment required to perform their duties in compliance of OHSA.
- 8.4. The Department reserve the right to prevent the employees from the contractor to operate equipment of the contractor that do not conform to the safety rules and regulations. This will include the wearing of the correct PPE to operate the equipment.
- 8.5. Provision of professional wet/dry vacuum cleaners specially designed for applications with small and medium-sized surfaces. Flexible, powerful and very practical, that can be used in every kind of space. Should be at least 8.7 kg weight, waste tank capacity of 25 litre, power rating in (W) 1800, Voltage 220-240 with low noise level 60dB (A).
- 8.6 Provision of professional Polisher Machines that allow high gloss effect of a large surfaces with great performance of at least 41.5kg weight, Suitable for extremely hard cleaning tasks. Should be able to clean all sorts of hard floors: laminate, parquet, PVC and linoleum and easy to use.
- 8.7.. Minimum list of equipment required to render the service must be provided by the service provider to render service efficiently.



9.	SUPERVISION
9.1.	The contractor must ensure that there is always effective supervision of staff and activities at all times.
9.2.	✓ Contractor to appoint / place well trained, observant, keen, efficient, willing, and well trained supervisor
9.3.	Continuous, within reachable supervision are called for, daily Monday to Friday, Public Holidays excluded.
9.4.	Supervisors must in all respects respond to reasonable request of the appointed personnel.
10.	OBLIGATIONS OF THE CONTRACTOR
10.1չ	Where practically possible, all complaints concerning the service being performed, must receive immediate attention, but in any case not later than the following workday.
10.2.	The Contractor undertakes:
10.2.1	To co-operate with the safety officer of the building at al times and
10.2.2	To keep the resting facilities, which are supplied neat and tidy at all times.
10.2.3.	The contractor to be aware of the protocol and the sensitivity of the nature of the client and ensure conduct of the contractor or personnel in accordingly.
10.2.4.	Should the Contractor be uncertain about the scope of the work to be executed under this contract, they must consult with DPWI immediately requested to clarify its instructions.
10.2.5.	DPWI and the client reserve the right to monitor time sheets / staff attendance for all the employees who are working in or around the premises services. Employees must at all times be dressed in a uniform that is approved by the Department.
10.2.6.	The Contractor to ensure that there will be no break in the service.
	Goods damaged and lost caused be caused by him or his personnel, will have to be fixed / replaced / repaired / paid within five working days of being given written notice to do so. If not, the expense of having the repairs affected shall be recovered from the Contractor.
10.3	In carrying out the Contract, the Contractor shall conform to all laws, regulations or By Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto, for instance the Occupational health and Safety Act, Act 85 of 1993.
	The Contractor will indemnify, protect, defend and hold harmless the Client from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of this contract or its implementation



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10.4.	Contractor to note submission of the following documentation when submitting invoices (Job card signed by the Client, Attendance register of all employees on site, Proof of salary advices monthly payments for all cleansers working on site, Copies of cleaning material delivered on site monthly verified and signed, All applicable inspection checklist/s signed and verified by the supervisor)						
10.5.	The contractor is required to make sure that the comments / remarks on the job card are clearly understood and that no payments will be made if the Client is not satisfied with the service rendered.						
10.6.	The invoice should be submitted within stipulated time frames after the job has been rendered with all the required documentation. The invoice must have a date, be stamped, in the letterhead, with calculated amount for the part payment for the month ending, VAT No if you are a VAT Vendor, the bank account number should appear on each and every invoice.						
180.7.	Should there is a defect or event there is an accident due to spillage of cleaning material / sign board						
	not utilized when cleaning is in progress, the service provider will be liable for all costs.						
	There should cleaners on site at all times, service provider to ensure that staff on leave / sick leave should be replaced.						
10.8.	Contractor to ensure that all chemicals on site must be labelled with appropriate information an provide the updated and appropriate copy of the material safety data sheet (MSDS)is available a each site.						
10.9	Cleaning of closed offices in the absence of the occupant or representative may be done upon agreed terms with the occupant and Court Manager.						
11.	DRESS CODE						
	The successful bidder will be required:						
	 to ensure that a uniform displaying the company logo and name are worn at all times 2) Ensure that staff uniform is clean and neat at all times. 						
	To ensure that all cleaning staff wear identity tags at all times, when cleaning services are rendered in the building						
12.	OBLIGATIONS TO DPWI						
12.1.	There should be clear communication between all stakeholders (DPWI, DOJ & CD and the Contractor.						



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12.2. SITE MEETING

Bidders are advised that:

- If there are any queries arising from this Bid document, bidders are welcome to raise their queries before the closing date of the bid in order to enable NDPW or its appointed agent(s) to respond adequately.
- 2. Please note that notwithstanding the above, bidders should do a complete site inspection prior to submitting their bid to familiarise themselves with the circumstances and conditions pertaining to the service as well as with a view to assess the extent and scope of work.

Project Manager /s which must be contacted is:

Ms N Nakumba @ 012 492 3173 / Mr W Zihlangu @ 047 502 7008 / Mr T Mokoqama @ 047 502 7071 DPWI Office , 5th Floor , PRD 2 Building, Corner Durham and Sutherland Rd, Mthatha



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15.1. Payment of invoices complying with all submission requirements will be made within 30 days from date of submission to the department, the contractors might as well enquire after the 30 days from date of submission.

All payments will be done upon receipt of invoice with following required documentation; (Job card signed by the Client, Attendance register of all employees on site all applicable inspection checklist/s signed and verified by the supervisor

All non VAT Vendors are required to deduct the 15% VAT which is inclusive in the contract amount and only claim the amount excluding VAT.

If project happens to fall on the next year financial year, interest rate will be automatically added by the department.

The successful Tenderer, must for the purpose of payment, register himself with the Department of Public Works by completing the applicable form within **TWO (2) weeks** after the tender has been approved, in order to be paid electronically. THE Supplier Bank Entity Forms to register for PMIS SYSTEM is obtainable from the Directorate of SCM and Finance Sections, Department of Public Works, Private Bag X 5007, Mthatha 5100, 5th Flr PRD 2 Building, Corner Durham & Sutherland Rd, Mthatha, 5099 and must be completed.

16. SITE INFORMATION

AREA TO BE SERVICED =

No	DESCRIPTION	QUANTITY
1	No of floors	01
2	No of offices	14
3	No of Verandah/s / basement	0
4	No of Entrances	03
5	No of Passages	02
6	No of tea kitchens	0
7	No of courtrooms	02
8	No of Strong room	02
9	No of Store rooms	01
10	No of toilets	06
11	No of urinals	02
12	Cell Blocks	01
13	No of Cells	02
14	No of parking levels	01



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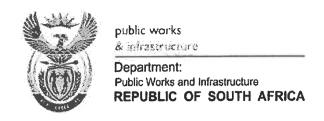
CHES.	
Floors	Floors will be washed, stripped, scrubbed polished and buffed with neutral detergent and disinfectants. Use a vacuum cleaner to remove all dirt and dust.
	Scrub the floor thoroughly using a pH-neutral stone cleanser. You should be sure to use a limestone-specific cleanser and never use normal soap or all-purpose cleaner for limestone.
1	Use a small brush such as a toothbrush to scrub individual stains. Stubborn ones can usually be removed with a special stone cleaner specifically made for limestone, if necessary.
	Rinse the floor thoroughly with distilled or soft water, then run dry immediately. This is crucial as hard water can seriously damage limestone flooring, as can leaving water sitting around on it for too long.
	Test your floor's seal by leaving a drop of water on it for 5-10 minutes. If the water appears to absorb into the floor or leaves a dark spot behind, you will need to seal it again.
General Areas	All accessible fixtures and fittings are cleaned and disinfected. Where possible shower drains and traps on urinals and basins, gratings and other parts are removed so that the unit can be cleaned thoroughly. All walls, partitions, and floors surrounding the units will be washed. All units are high pressure blasted to flush deposits or growths through the plumbing into the main line. All defective sanitary fitments and plumbing will be reported. Lights will be cleaned.
Hand basins, showers, baths & sinks	
	Remove all scale deposits and algae from internal and external surfaces.
	Clean deposits and any obstruction from overflows.
	Clean and remove deposits from floor channels and outlets and grids.
	Apply chemicals to remove deposits from inside of waste pipes.
Toilets	Toilet seats are removed and inner bowl is desiccated and algae, bacteria and uric acid incrustations are removed from the all areas. Particular attention is paid to under the bowl rim as well as to the handles. Internal and external surfaces and thoroughly cleaned and disinfected. Toilet seat is then scrubbed, cleaned and disinfected and then replaced.
	Remove all uric acid encrustation and other deposits from toilet bowl, S-bend and under rim of toilet.



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1	Clean	and	disinfect	all	surfaces	of	the	bowl,	including	tap	and
	underr	neath	surface o	of th	e seat, fl	at c	cover	, ciste	rn handle	and	also

	underneath surface of the seat, flat cover, cistern handle and also compartment door handles.
Urinals	Bowl is desiccated and algae, bacteria and uric acid incrustations are removed from the unit of fitment. Where possible trap is removed and cleaned and disinfected. All waste is washed away from trap area. Internal and external surfaces and thoroughly cleaned and disinfected. Remove uric acid encrustation and other deposits from all surfaces of the urinal, including channel, outlet, outlet grip, step, spurge pipes and tipper cover. Clean and disinfect all surfaces.
Walls and Doors	Walls will be cleaned with a neutral detergent and disinfectants. Where possible graffiti will be removed, however should it be engraved, painted or indelible the Department will not be held responsible for this. Thoroughly clean and disinfect the immediate areas.
Waste and Soil Pipes	All surfaces from the sanitary units as far as the stack pipes are desiccated and disinfected. Deposits are removed from the soiled waste pipe and left in a free flowing condition.
Channels & Gullies	Deposits are cleared and removed from surfaces, traps and gratings. Surfaces and thoroughly cleaned and disinfected



PRICING SCHEDULE.

DEEP CLEANING SERVICES FOR NGQELENI MAGISTRATE COURT AS AND WHEN REQUIRED.

NB: SERVICE PROVERS SHALL NOTE THAT BILL OF QUANTITIES IS RATE BASED, THE TOTAL AREA / ITEMS TO BE CLEANED WILL BE MEASURED ON SITE.

Deep Cleaning Services Rate Based Bill of Quantities

NO	DESCRIPTION	Unit	QTY	UNIT PRICE
01	Deep cleaning of floor rugs/carpets			
	Rate per square meter to incorporates the following;			
	i. Equipment hire to vacuum, wash & dry floor rugs/carpets ii. Allowance for cleaning material i.e. carpert shampoo & deodoriser iii. Labour for cleaning	m²	1	
02	Deep cleaning of tiled floors			
	Rate per square meter to incorporates the following;		1	
	 iv. Equipment hire to strip, wash, dry, polishing & apply sealer where necessary. v. Allowance for cleaning material i.e. floor polish stripper, floor polish, floor sealer, bleach & tile cleaner vi. Labour for cleaning 	m²	1	
03	Des-infecting and Cleaning of toilet seat or urinal			
	Rate per item to incorporates the following;			
	i. Allowance for cleaning material i.e. bleach, toilet bowl cleaner, pine-gel ii. Labour for cleaning	ltem	1	
04	Des-infecting and Cleaning of toilet sink			
	Rate per item to incorporates the following;			
	Allowance for cleaning material i.e. bleach & pine-gel Labour for cleaning	Item	1	



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05	Cleaning of internal walls and doors of approximately 3 meter height or above						
	Rate per square meter to incorporates the following;						
	Washing of internal walls and doors using soft sponge and liquid soap, wiping walls and doors thereafter. Cost to hire scaffolding to clean where necessary.	m²	1				
06	Cleaning of windows inside and outside Rate per square meter to incorporates the following;						
	reace per square meter to mon porates the following,						
	i. Cleaning of windows (inside & outside) using window windolene and extendable window squeegee.	m²	1	126.1			
07	Profit Makeup (per request to render service)	Item	1				
80	Overheads (per request to render service)	Item	1				
	Sub Total						
	VAT @ 15%						
	Grand Total to be transferred to PA-32						

PLEASE NOTE THAT THE TOTAL COST TO BE CARRIED TO PA 32.