

PF45/2026

public works
& infrastructure

Department:

Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA



QUOTATION

FOR

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

IN THE

NORTHERN CAPE PROVINCE

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
KIMBERLEY REGIONAL OFFICES
PRIVATE BAG X5002
KIMBERLEY
8300

PROJECT MANAGER: D.Mbatha

August 2026

PLEASE READ THE FOLLOWING INFORMATION TOGETHER WITH THE REQUIREMENTS AS STIPULATED IN THE BIDDING DOCUMENTS. THESE DOCUMENTS ARE MEANT TO ASSIST BIDDERS IN COMPLETING THEIR BIDDING DOCUMENTATION AND ENSURE FULL COMPLIANCE TO THE STIPULATED REQUIREMENTS.

COMPLETION GUIDE - PART 1

SERVICE PROVIDER DOCUMENT COMPLETION GUIDE: WHAT TO AVOID AND/OR REMEMBER WHEN COMPLETING THESE TENDER DOCUMENTS.

1. **PA – 30.1 PRICING SCHEDULE** – the total bid price calculated on the bill of quantities and/or pricing schedule will be accepted as the final offer given by the bidder.

2. **DPW – 07 FORM OF OFFER AND ACCEPTANCE** – the total bid price calculated on the bill of quantities should be carried over from the bill of quantities (BOQ) to DPW-07 in both numerical and in words format. It should be noted that should there be a price difference between numeric value offer and the offer in words, the offer in words shall prevail. (NB. applicable to facilities and construction tenders)

3. **PA - 11 BIDDERS DISCLOSURE** – declare any related company interest (where you have controlling interest) including those reflecting on the **CSD report** under each director/member of your company (if, tick YES on point 2.3. *Furnish the details on 2.3.1*).

4. **PA - 16 PREFERENCE POINTS CLAIM FORM** – should be completed in full, bidders to note that points will be allocated for specific goals as specified in the invitation to quote and invitation to bid.

For example using the table below, should you wish to claim for specific goals and maximise on the preferential points you will need to indicate the specific goal claimed in PA16 page 09 of 11; if claiming under 80/20 then the last column should indicate the number of points claimed i.e. 1. An EME or QSE which is at least 51% owned by black people = 10 (indicate the total points in figures if they are being claimed)

NB Please indicate the points being claimed, should you fail to indicate you will not be allocated the points and please submit the documentary proof to substantiate the claim as indicated in the invitation to quote/tender.

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people	10	• SANAS Accredited • BBBEE Certificate or sworn affidavit where applicable
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work	2	• Office Municipal Rates Statement



10. **PROCUREMENT COMPLIANCE FORMS** – all procurement compliance form MUST be fully completed and signed in ink.
9. **Compliance with the Companies Act:** Section 23(3) (b) of the Companies Act 71 of 2008 (the Act) states that every company must "register the address of its office, or its principal office if it has more than one office". The physical address may be accepted if it is compliance with the act in terms of BBBEE compliance documentation, address on the tendering documents as well as the proof of locality when claiming for specific goals. The physical address will be verified against the companies CIPC records for validation.
8. **Official Municipal rates** and or any other documentation for the purpose of claiming points must be in the name of the service provider (business name), documentation in any other name will be declared invalid and lead to non-allocation of preference points.
7. **LEASE AGREEMENT in the name of the tendering services provider** – Please ensure the lease agreement is signed and dated by the tenant (business/service provider) and landlord, it should consist of commencement date of lease and end date, as well as the address of the leased property at least to substantiate the claim for location.
6. **BBBEE CERTIFICATE** - must be issued by a SANAS accredited agency and all other required certificates must be issued by the relevant accredited agency. Please verify that the your certificate issuing providers are registered on SANAS to ensure your certificates are accredited www.sanas.co.za under accredited organizations
- Bidders to note that the acceptable format for financial year end is as follows: **DD/MM/YYYY**. If the day, month and year of financial year end are not indicated, the sworn affidavit will be declared invalid and lead to non-allocation of preference point.
5. **ORIGINAL BBBEE SWORN AFFIDAVIT** - Ensure that the sworn affidavit is signed and dated in the presence of the Commissioner of Oaths. The date of the deponent and the commissioner must be the same date. **CIPC sworn affidavit** are preferred, but not compulsory

Serial	Specific Goals	Preference	Documentation to be submitted by bidders to validate their claim for points
No	to be done or services to be rendered in that area	Points allocated out of 20	• Permission To Occupy from local chief in case of rural areas (PTO) • Or • Lease Agreement





11. ERRORS ON THE BOQ – Ensure correct and accurate carry-over of totals throughout the BOQ

Please ensure that you completely fill in the document, where not sure kindly contact this office for assistance, should you fail to submit a fully compliant document you may be rendered **administratively non-responsive** thus disqualified from further evaluation.

SCAM ALERT- PART 2

HIGH ALERT: SCAM TO SUPPLIERS AND SERVICE PROVIDERS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

There are many types of tender scams. Here are some of the more frequent scenarios: Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss. OR Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question. Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process. Protect yourself from being scammed.

If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.

- Compare tender details with those that appear in the Tender Bulletin, available online at www.publicworks.gov.za
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- DPWI would never contact any bidder during the evaluation process and request payment to secure a tender award.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department to ask whether this is in fact correct. Any incidents of corruption, fraud, theft and misuse of government property in the Department of Public Works and Infrastructure can be reported to:

Fraud Awareness & Investigation:

012 406 1328

National Anti-Corruption Hotline:

0800 701 701

NB: All bids/ quotations are to be submitted in the manner outlined in the advertised and or published documents only.

TERMS AND CONDITIONS - PART 3

Public Works
& Infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA



1. SPECIAL CONDITIONS

The quotation may be rejected, among other reasons, for any of the following specific reasons:

- 1.1. The quotation received after the closed and time as specified;
- 1.2. The Bidder does not comply with the evaluation criteria of the quotation;
- 1.3. The quotation containing irregularities;
- 1.4. Non submission of standard bidding forms/ PA Forms;
- 1.5. Non submission of proof of registration with the applicable professional bodies;
- 1.6. The quotation documents not fully completed and signed.
- 1.7. Submission of the grading certificate upon completion of refurbishment. (Only applicable to Leasing Projects)

2. INVOICING REQUIREMENTS

Invoices – The contractor shall invoice NDPWI when work executed is completed and confirmed by the client onsite and the invoice must be submitted to DPWI within 5 days of completion of work via email: invoice.kimberley@dpw.gov.za or hand deliver to **Registry Services**. Please note, non-compliant invoices will be returned to the service provider for corrections and resubmission.

The following criteria should be met upon submission of invoices:

- Invoice must be made of "Department Of Public Works & Infrastructure" together with the address of the department;
- Name of the company and contact information, including physical and postal address, email address, cellphone and telephone where applicable;
- Value added tax (VAT), CSD and company's registration number;
- Description of a list of the services or goods provided and the price for each items of such goods or services;
- Quantity and units price of the goods and/or service procured and/or delivered;
- Date of invoice, invoice number;
- Department purchase order or complaint number(KIM number/ID number);
- Supplier's banking details should be the same as on Central Supplier Database
- Invoice should appear as invoice
- Job card signed by Client (if applicable)

3. The general conditions of contract are applicable to all DPWI bids/quotations and or any other contract as specified in the tender document.

4. Disclaimer

In awarding of tenders, the department will apply inter alia, equitable distribution of opportunities.

Name of Bidder _____

Signature _____

Date _____

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

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

Quotation description:	Hanover Magistrate Court: Provisioning of cleaning services for 3 months on a month-to-month basis (405 m ²)
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Quote no:	PF45/2026	Closing date:	20/08/2026
Closing time:	11H00	Validity period:	84 days

1. RESPONSIVENESS CRITERIA

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☐	Submission of PA-32: Invitation to Bid
6	☐	Submission of record of attending the compulsory virtual bid clarification/ site inspection meeting
7	☒	Registration on National Treasury's Central Supplier Database.
8	☒	Submission of PA-30.1 Pricing Schedule to be fully completed and signed
9	☐	
10	☐	
11	☐	
12	☐	

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	☒	Any correction to be initiated by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of boards of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure.

4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	☒	Submission of SBD 1: Invitation to bid must be fully completed and signed
8	☐	Upon request, submission of fully compliant samples in a form of photos for verification of compliance with specification
9	☐	As part of a risk assessment from ongoing and past projects, a reference check will be performed.
10	☒	Bidders are required to ensure compliance with section 23(3)(b) of the Companies Act, 2008, as it relates to the registered address of the bidding company entity. In terms of section 23(3)(b) of the Companies Act, 2008, if an entity has more than one office in South Africa, it must register the address of its 'principal office' with the CIPC which address shall, for all tender and contractual purposes, be the regarded as the lawful and registered address of the bidding entity.
11	☒	Submission of proof in the form of a price quotation for the cleaning material items from an accredited supplier. (See the attached Bill of Quantity)
12	☒	Submission of proof in the form of prices for the toilet paper items from an accredited supplier. (see PA30.1 (see attached pricing schedule)

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.

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

2. 80/20 POINTS SCORING SYSTEM WILL BE APPLICABLE FOR THIS BID

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 in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBEE 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	2	Official Municipal Rates Statement which is in the name of the bidder.
			Or

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

4. COLLECTION OF QUOTATION DOCUMENTS:

All quotations must be completed on the official forms provided with this invitation and completed in ink, preferably black. Completed forms must be delivered to the Department of Public Works and Infrastructure at the following address or email below.

This quotation is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. Attached Terms and Conditions should be signed and submitted with the official documents.

The taxes of the successful service provider must be in order, or satisfactory arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations.

☐ Quotation documents may be collected during working hours on **insert date** at the following address **insert physical address insert postal code**.

☐ A **select** pre-bid meeting with representatives of the Department of Public Works and Infrastructure will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**.

5. ENQUIRIES

5.1. Technical enquiries may be addressed to:

DPWI Project Manager	Dumsile Mbatha	Telephone no:	053 838 5345
Cellular phone no		Fax no:	
E-mail	Dumsile Mbatha@dpw.gov.za		

5.2. SCM enquiries may be addressed to:

SCM Official	Michael Thembu	Telephone no:	053 838 5317
Cellular phone no		Fax no:	
E-mail	Michael.Thembu@dpw.gov.za		

6. DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of quotation is **insert time** on **insert date**.
 Telegraphic, telephonic, telex, facsimile, electronic and / or late bids will not be accepted.
 Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid advertisement.
 All bids must be submitted on the official forms – (not to be re-typed)

QUOTATION DOCUMENTS MAY BE DROPPED AT: National Department of Public Works 21-23 Market Square Old Magistrate Court Kimberley 8301		OR	QUOTATION DOCUMENT MAY BE EMAILED TO: Kimberleyscm1@dpw.gov.za Or Kimberleyscm2@dpw.gov.za
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PRICING SCHEDULE - FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.PF45/2026
Closing Time 11:00 20/08 2026	

OFFER TO BE VALID FOR.....84...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
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Required by: **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

At: **HANOVER MAGISTRATE COURT**

The completion period of this service is **3 MONTHS**.

ALL Bidders **MUST** complete the cost breakdown in **FULL**. Motivation and reasons to be provided for Non-pricing of item:

BREAKDOWN OF COST:	STAFF	COMPLEMENT	MONTHLY	3 MONTHS
1	Labour:			

Bidders are expected to pay their employees a salary not less than the minimum wage determined by the Department of labour. Cleaners are required to work an average of 22 days a month.

Salaries / UIF / Compensation fund / Provide fund (cleaners)	R.....per	R	R	R
1 x cleaner @				
Salaries / UIF / Compensation fund / Provide fund (full time supervisor)	R.....	R	R	R
1x supervisor @				

2 Cleaning and Gardening Material

All cleaning material including compulsory SABS approved

3	Toiletries: Toilet paper for ablution areas must be replenished twice times a day in 5 ablution cubicles	R	R	R
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Two ply, white and good quality toilet paper. Toilet paper to consist of 350 sheets per roll

Overheads: (e.g., Travel expenditure)

Subtotal

Profit Margin % (to be included in pricing)

Subtotal including Profit

Value-added Tax (15.5%) (if registered) cross out if NOT applicable

The total price for 3 months

Final quotation price for 3 months

VAT Registration No.:

Signature:

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

***Delete if not applicable**

THIS FORM IS ALIGNED WITH SBD 3.1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	PF45/2026	CLOSING DATE:	20/08/2026	CLOSING TIME:	11H00
DESCRIPTION	Hanover Magistrate Court: Provisioning of cleaning services for 3 months on a month-to-month basis (405 m ²)				

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

21-23 Market Square Street

Old Magistrate Building

Kimberley

8301

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Dumsile Mbatha
TELEPHONE NUMBER	053 838 5354
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Dumsile.Mbatha@dpw.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES ☐ NO ☐
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES ☐ NO ☐
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES ☐ NO ☐
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES ☐ NO ☐
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES ☐ NO ☐

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



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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILEING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

List of Returnable Documents: PA-09 (GS)

Project title:	Hanover Magistrate Court: Provisioning of cleaning services for 3 months on a month-to-month basis (405 m ²)
Project Leader:	Dumsile Mbatha
	PF45/2026

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

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

Bid Document Name:	Number of Pages:	Returnable document:
ID copy	Pages	☐
PA-15.1, PA-15.2, PA15.3	Pages	☐
PA-03 (GS): Notice and invitation to bid	Pages	☐
SBD1 : invitation to bid	Pages	☐
PA-10 General condition of contract	Pages	☐
PA-11: Bidder's Discloser	Pages	☐
PA-09: List of returnable documents	Pages	☐
PA-30.1 Pricing schedule: Firm prices	Pages	☐
Registration with central supplier database (CSD)	Pages	☐
PA-16: Preference points claim for bids	Pages	☐
PA-40: Declaration of designated groups for preferential procurement	Pages	☐
Special conditions of contract for quotations	Pages	☐
Copy of Medical Certificate indicating that disability is permanent or SASSA Registration or NCPPDSA registration	Pages	☐
Copy of CIPC	Pages	☐
Terms of reference	Pages	☐
DPW-09 Particulars of tender's projects	Pages	☐
Company profile	Pages	☐
Copy of CSD, Lease agreement/ PTO(Perman To Occupy)/Municipal rates statement/ Any account Statement	Pages	☐
Original sworn affidavit or BBBEE certificate	Pages	☐
Submission of proof in the form of a price quotation for the cleaning material items from an accredited supplier. (See the attached Bill of Quantity)	Pages	☐
Submission of proof in the form of prices for the toilet paper items from an accredited supplier. (see PA30.1 (see attached pricing schedule))		

Name of Bidder	Signature	Date

PA-10: General Conditions of Contract (GCC)

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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PA-10: General Conditions of Contract (GCC)

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.

PA-10: General Conditions of Contract (GCC)

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

- 1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

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

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

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

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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- 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.



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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



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- 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.
- (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.

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 fulfillment 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

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- 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 contract 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:

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- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2.

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

23.3

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

23.4

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

23.5

Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercises 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:

- The name and address of the supplier and/or person restricted by the purchaser;
- The date of commencement of the restriction
- The period of the restriction; and
- The reasons for the restriction.

23.7

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

24. Anti-dumping and countervailing duties and rights

24.1.

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

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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.

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

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

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

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

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

YES / NO

2.3.1 If so, furnish particulars:

3 DECLARATION

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

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

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

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

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

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

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

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

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation. I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

Signature	Position
Date	Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

1	Name	Capacity	Signature
2			
3			
4			
5			
6			
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14			
15			
16			

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

2. **NB:** This resolution must, where possible, be signed by all Directors / Members / Partners of the Bidding Enterprise.

3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership here to):

4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).

5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

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

Held at _____ (place)

ON _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid/Tender Document)

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

2. *Mr/Mrs/MS:

in *his/her Capacity as:

(Position in the Enterprise)

and who will sign as follows:

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

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

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

Physical address:

(code)



Postal Address:

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1.

2.

3.

4.

5.

6.

7.

8.

Held at _____

(place)

on _____

(date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

B. *Mr/Mrs/MS:

in *his/her Capacity as:

(Position in the Enterprise)

and who will sign as follows:

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

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

all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfillment 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.

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 fulfillment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

Item D above.

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

Department referred to herein.

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

respect of the project under item A above:

Physical address:

(Postal code)

Postal Address:

(Postal code)

Telephone number:

Fax number:

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)in accordance with the requirements and task directives / proposals specifications stipulated in Bid Numberat the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
- Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

WITNESSES	
1	.....
2	.....
DATE:	

NAME (PRINT)	.....
CAPACITY	.....
SIGNATURE	.....
NAME OF FIRM	.....
DATE	.....

WITNESSES

1

2

DATE:

OFFICIAL STAMP

SIGNATURE

NAME (PRINT)

SIGNED ATKimberley.....ON.....

4. I confirm that I am duly authorised to sign this contract.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

1. I in my capacity as Project Leader accept your bid under reference number..... dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

1.3.2 Specific Goals

1.3.1 Price; and

1.3 Points for this tender shall be awarded for:

- ☐ Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- ☐ The applicable preference point system for this tender is the 90/10 preference point system.
- ☒ The applicable preference point system for this tender is the 80/20 preference point system.
- (tick whichever is applicable).

1.2 Preference Points System to be applied

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1. GENERAL CONDITIONS

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

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.

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



1.5 Breakdown Allocation of Specific Goals Points



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

Table 1

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

Effective date 21 July 2023

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

are applicable.

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

[illegible]

5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.		☐		NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.		Table 3	
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.

DEFINITIONS

2.

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.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

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

Where

P_s = Points scored for price of tender under consideration

$$P_s = 80 \left(1 + \frac{P_{t-P_{max}}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_{t-P_{max}}}{P_{max}} \right)$$

80/20 or 90/10

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

3.2.1 POINTS AWARDED FOR PRICE

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

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

Where

$$P_s = 80 \left(1 - \frac{P_{t-P_{min}}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_{t-P_{min}}}{P_{min}} \right)$$

80/20 or 90/10

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

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

3.1. POINTS AWARDED FOR PRICE

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

- (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).

$$P_t = \text{Price of tender under consideration}$$

$$P_{\max} = \text{Price of highest acceptable tender}$$

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1, 2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	4	10		
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million)				

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

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

- 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:
- The information furnished is true and correct;
 - The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - 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;
 - 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 –
 - disqualify the person from the tendering process;
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 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;
 - 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
 - forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
.....	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	..... ..... ..... ..... .....

One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: PF45/2026

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: **PF45/2026**

2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



BILL OF QUANTITIES FOR HANOVER MAGISTRATE COURT

NB: * Items priced should be SABS approved

* Provision must be made for non-scheduled items

* Tenderers must be willing to provide ALL cleaning materials as listed

CLEANING MATERIALS TO BE RESTOCKED WHEN NEED ARISES IN THE MIDDLE OF THE MONTH

ITEM	Qty per month	Size	DESCRIPTION	Unit Price	Total
1	CLEANING MATERIALS				
1.1	2	330ml	Brass Cleaner, a liquid multi-purpose metal polish, which contains fine polishing compounds, used to effectively polish		
1.2	2	750ml	Dishwashing Liquid		
1.3	6	750ml	Furniture Polish		
1.4	2	5L	Concentrated White Multi-purpose Cleaner with Amonia to remove tough dirt, Streak-free shine and kill 99.9% of germs		
1.5	6	300ml	Multi Insect Killer Spray		
1.6	2	25L	Liquid Floor Polish,24% polymer floor sealer (non-sticky)		
1.7	2	5l	Carpet shampoo		
1.8	2	33cm x 33cm	Dish Cloth (wash)		
1.9	2	45cm x 70cm	Dish Cloth (dry)		
1.10	2	Long	Feather dusters long		
1.11	2	Short	Feather dusters short		
1.12	4	750ml	Liquid Window Cleaner		
1.13	1	5kg	Scouring Powder		
1.14	4	1,5L	Thin Bleach (to remove stains, kill germs and to whiten dish clothes)		
1.15	3	5L	Pine Disinfectant Liquid, Ideal for bathrooms and floors. with Pine fragrances.		
1.16	2	5L	Black disinfectant Fluid (for toilets,drains and cells)		
1.17	2	5L	Liquid Toilet cleaner		
1.18	2	20 packets per box	Towel paper (tidy towel folded, good quality, 2ply)		
1.19	2	5L	Antibacterial Liquid Hand soap		
1.20	2	5L	Polish Stripper (with 30% Ammonium)		
1.21	1	5KG	Soap Powder (High Foam)		

BIDDER'S SIGNATURE

DATE

BILL OF QUANTITIES MUST BE FILLED IN AND
SUB TOTALS 1, 2 AND 3 TO BE CARRIED OVER TO PA-30.1 PRICING SCHEDULE

3.1					
3.	HYGIENIC SERVICES : Prices must include installation, maintenance, services and repairs				
					SUB TOTAL 3

2.1	4 bales of 2ply, luxury soft with 350 sheets	48 per bale	Toilet paper for ablution areas must be replenished daily in ALL ablution cubicles		SUB TOTAL 2
2.	TOILETRIES				

ITEM	Qty per month	Size	DESCRIPTION	Unit Price	Total
1.22	1 packets of 10	33cm x 33cm	Yellow duster cloths		
1.23	1 roll	5m	Mutton cloths		
1.24	1	2kg	Deo blocks outside		
1.25	1	2kg	Deo blocks inside		
1.26	6	280ml	Air freshner		
1.27	3	5L	Pine Gel		
1.28	2 packets of 20	75 x 95cm	Heavy Duty Refuse Bags		
1.29	2	5l	Toilet stain remover acid		
1.30	4	ea	Toilet Brushes		
1.31	2	300ml	Wooden Furniture Oil		
					SUB TOTAL 1

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

Project title:	<i>Hanover Magistrate Court: Provision of cleaning services for 3 monthson a month to month basis (405m²)</i>		
Tender / quotation no:	PF45/2026	Closing date:	
Advertising date:		Validity period:	84 days

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

1.1. Current projects

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

Tender no: **PF45/2026**

1.2. Completed projects

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

Name of Tenderer		Signature	Date

CONTRACT CLEANING

DEPARTMENT OF PUBLIC WORKS

HANOVER MAGISTRATE COURT

SITUATED IN

HANOVER

THE CONTRACT WILL BE FOR A PERIOD OF 3 MONTHS FROM DATE OF ACCEPTANCE OF THE SUCCESSFUL TENDER
BY THE DEPARTMENT OF PUBLIC WORKS

SPECIFICATION FOR THE CLEANING OF BUILDING

1.	Cleaning Services must be supplied for 22 days per month excluding Public Holidays. Arrangements must be made by the Contractor with the occupants of the building for times when the services are required or can be carried out.	1.1	DAILY – ALL HARD AND SOFT SURFACES INCLUDING DOORKNOBS TO BE DISINFECTED EVERY 2 HOURS																		
1.1.1	All floors, steps, escalators, passages, entrances, lifts and tea kitchens.	Polish and shine all floor and floor surfaces		Clean and disinfect every two hours with approved disinfectants which 70% alcohol-based.	1.1.2	Toilet doors and door handles, venetian blinds, partitioning, door taps and metal surfaces.	1.1.3	Furniture	Must be polished with approved polish.	1.1.4	Telephones, heaters and fans		1.1.5	Marble surfaces, stone and cement floors, outside steps and stairs.		1.1.6	Ashtays and wastepaper baskets in offices, Wash cutlery Dish clothes and dishwashing liquid soap Water dispensers in passages and in Magistrates offices. Water jugs Anti-bacterial Liquid Hand Soap	1.1.7	Toilets, Toilet bowls, toilet seats, loose urinals, and wash basins, tiles, mirrors, showers, restrooms and drinking fountains.	1.1.8	Desks and furniture in offices as well as glass writing surfaces & telephones.
							</														

1.1.9	Windowsills, glass doors and hand rails.	Dust and wipe with a damp cloth if required.
1.1.10	Outside, cement surfaces, around buildings. As well as internal courtyards that form part of the building / garages and paving.	Pick up any rubbish daily, mow lawn, remove weeds, sweep all pavement and hard surfaces
1.1.11	Conference rooms, lecture rooms, computer rooms, workrooms and laboratories cleaning must be arranged with the occupant. Must be disinfected before and after every meeting.	Vacuum floor mats/carpets to remove all dust
1.1.12	Courts must be cleaned before 9H00 am and be disinfected after every court sitting	
1.1.13	Cells, including holding cells, must be cleaned and be disinfected before and after each inmate	
1.1.14	After 14H00 all the rubbish bins and ashtrays must be cleaned and washed in all the offices, lobbies and hallways.	
1.1.15	Rubbish lying around must be removed immediately when found during the day.	
1.1.16	Lift, floor, doors, roof, walls	Wash with soap solution.
1.1.17	All copper and brass fittings.	Polish with approved metal polish.
1.2	WEEKLY	
1.2.1	Walls and ceilings	Must be dusted/ Damp wipe.
1.2.2	All brass items inside and outside the building	Must be cleaned with polish and well buffed.
1.2.3	All the safes and storerooms	Must be cleaned.
1.2.4	Tar surfaces, parking areas, parking garages. As well as outside cement surfaces around buildings.	Sweep clean with brooms and scrub if dirty.
1.2.5	Carpets must be vacuumed [weekly].	
1.2.6	Floors / Wooden floors must be sprayed and buffed / scrubbed and polished.	
1.2.7	The rubbish must be put in front of the building every applicable day to be taken away by the Municipality.	
1.2.8	The Rubbish bins outside must be placed once a week and the garbage bags must be changed frequently as and when necessary.	
1.2.9	Loose mats and wall-to-wall carpeting.	Vacuum and remove marks and stains where necessary.
1.3	MONTHLY	
1.3.1	Wood, block and vinyl floors.	Scrub as required to remove marks / stains and polish with non-slip polish.
1.3.2	Walls, lampshades and all surfaces that can be cleaned.	Damp wipe / Wash to insure a high degree of tidiness
1.3.3	All wooden panels against walls	Must be polished.
1.3.4	All the lights	Must be dusted.

1.4	QUARTERLY	Glass partitions, windows and doors.	Wash to insure a high degree of tidiness.
1.4.1		Furniture with material coverings.	Vacuum and remove stains and dirty marks.
1.4.2		Parking areas including basements and garages.	Machine scrub with soap solution.
1.4.3		Including the cleaning of the yard	
1.4.4	Windows	Wash all windows to ensure high degree of tidiness	
1.4.5	Strip and seal the floor.	To ensure high degree of shining.	
1.5	HALF YEARLY		
1.5.1	Shampoo carpet with high foam liquid	To maintain colour	
2.	THE CONTRACTOR WILL BE RESPONSIBLE FOR THE TIMELY REPLACEMENT OF:		
2.1	Toilet paper [Two ply – White] (two times per day)		
2.2	Anti-bacterial liquid hand soap [As approved]		
2.3	Disinfectants in line with COVID-19 pandemic and air fresheners [As approved].		
2.4	The provision of sterile containers (she- bins) in ladies' toilets in which sanitary towels may be disposed of required system with weekly service AND monthly refills. This should include the weekly service and maintenance of the she-bins. The contractor is also responsible for the provisioning of all the accessories related to the she bins including, seat wipes, plastics and plastic liners.		
2.5	Paper hand towels (daily – as required)		
2.6	Air fresheners should be mounted on walls for the passages (waiting areas), in the courts and in all toilets where the contractor is cleaning.		
3.	GENERAL		
3.1	Warning signs must be provided and displayed when the floors are washed or polished.		
3.2	Safety belts must be supplied and worn each time the windows are being washed on the outside.		
3.3	An Authorised officer from Department of Public Works will carry out regular inspections to ensure that the work is done according to the above-mentioned specifications.		
3.4	In the above-mentioned specification the following words namely Dust, Sweep, Clean, Wash, Vacuum and Polish has the meaning as set out here under.		
3.5	Cleaning supervisors to adhere to the checking of the above mentioned facilities 3 times a day and signing off accordingly		
3.6	Provide cleaners with household gloves and masks to be worn at all times		
3.7	Dust	Clean with a duster and dust cloth.	
3.8	Sweep	Clean away all dirt and dust with a broom.	
3.9	Clean	Wipe with a wet cloth and remove marks if any by applying a cleaning detergent.	
3.10	Wash	Clean all dirt and dust with a mop.	
3.11	Vacuum	Vacuum all dirt and dust clean with a vacuum cleaner or brush.	
3.12	Polish	Apply a polish, which is applicable, and polish with applicable instrument after floors, counters, furniture, wood panels or copper work had been dusted, cleaned or washed.	

4.	PROVISION OF CLEANING MATERIALS AND EQUIPMENT	
4.1	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 insure 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.
4.2	The contractor undertakes to provide proper plastic bags for the removal of wastepaper basket paper 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.	
5.	CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR	
5.1	The contractor's personnel must make use of store and rest room facilities as indicated. It will be the responsibility of the contractor to ensure that these facilities are clean and tidy.	
5.2	The contractor and his/her personnel are prohibited from reading or going through records in offices.	
5.3	Files and other correspondence on desks, racks, etc., must be placed back in the position in which it was found after cleaning such areas.	
5.4	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.	
5.5	Personal hygiene of the contractor, his personnel, and agents must be maintained at an acceptable standard at all times.	
5.6	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.	
5.7	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.	
5.8	Employees of the contractor shall not loaf about the building or use the benches or chairs in public 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.	
5.9	Personnel of the contractor have, subject to other conditions of this contract, entry to all areas to supply a service. If the service is not required in that specific area at the time then entry to the area is prohibited.	
5.10	Without prejudicing the contractor's right to choose his/her own personnel, the Department reserve 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.	
5.11	In such a case the contractor will immediately honour the Departments request and shall have no claim of loss or damage against the Department.	
5.12	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) b) Name of employee c) Identity number of Employee d) Signature of the Employee	

5.13	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.	
5.14	The employees or persons in the service of the contractor who are working in or around an involved building providing the services as stated in this contract must at all times be dressed in a manner which is to the Departments approval.	
5.15	No information may be provided by the contractor or his affiliates of state activities to the public or news media.	
5.16	The employees or persons in the service of the contractor who are working in or around an involved building must be SECURITY CLEARED BEFORE commencing with the Cleaning Service and CLEARANCE CERTIFICATES must at all times be available on request.	
6.	IDENTITY	
6.1	The contractor and his/her affiliates enter on the premises at own risk.	
6.2	The contractor indemnifies the Department against any occurrence that he is aware of or not aware of his/ her personnel that are used for services that fall outside this contract.	
6.3	The contractor will at own cost take out an insurance policy against any claim, cost, loss or damage resulting from duties and shall ensure that such insurance is valid for the entire period of the contractor. Such an insurance Policy must be handed over to the Department on termination of this contract.	
7	ELECTRICAL EQUIPMENT	
7.1	The contractor shall not use defective electrical equipment, which could cause the earth leakage to trip. Any damage of whatever nature caused by this will be for the contractor account. All leads and extension leads must be of the correct capacity to carry the load of the involved machinery and will be 3 phases and not 2 phases.	
7.2	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.	
7.3	With the exception of connections at existing power points provided by the Department, the contractor 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	
7.4	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 66dB (Decibels) within one meter of the equipment.	
8.	NUISANCE	
8.1	The contractor and his/her personnel will not be allowed to perform any act or duty on the premises, which in the mind of the Department will be of nuisance, danger or possible nuisance or danger to any person on the premises or that could cause damage to the property.	
8.2	Personnel must behave in a soberly orderly manner at all times.	
8.3	Silence must be reasonably maintained at all times.	
9.	CURTALMENT OF SERVICES	
9.1	The Department reserves the right to change any part of the service as a whole with one month's written notice to the contractor. This, however, will only occur if a certain part(s) of the premises is vacated, the occupants change or for security reasons. The contract amount shall, in such a case be amended from the date of vacating the premises with an amount as agreed upon.	

9.2	Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force major (viz major) the Department will, in its discretion determine which part(s) of the premises cannot or should not be put to further use for the original utilisation and in respect of the unusable part(s) of the premises, the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favour of the one party against the other shall result therefrom. In respect of the remaining part(s) of the premises which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change, if the damaged premises is repaired the Department can request the contractor to resume the cleaning service by one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.	
10.	CAUTION SIGNBOARDS	
10.1	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 person's attention to show that services are been carried out in the area.	
10.2	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.	
11.	BREACH OF CONTRACT	
11.1	If the services rendered are interrupted or temporarily suspended as a result of any labour dispute, civil summons, a local or national disaster or any other cause outside the reasonable control of the Contractor both parties will agree mutually on methods to continue with essential services.	
12.	PERIOD OF CONTRACT	
12.1	The term of this contract shall be for a period of 3 months on a month to month basis as from the date of acceptance.	
12.2	INFLAMMABLE AND POISONOUS MATERIAL AND OTHER CHEMICALS	
12.3	The Contractor shall not use or store any poisonous or highly inflammable substances and other chemicals on the premises without the written consent of the Department or the rendering of the service or any other purpose.	
14.	SUB-LETTING	
14.1	Neither the whole nor any portion of this contract shall be made over or transferred to any other party without the prior written consent of the Director-General, Department of Public Works or his Deputy having been obtained.	
15	EQUIPMENT	
15.1	The contractor will be responsible for the provisioning and maintenance of all equipment, which may be necessary to ensure effective service. In this regards the Contractor will ensure that there will be no break in the service.	
16.	SUPERVISION	
16.1	The contractor must ensure that there is always effective supervision of staff and activities at all times.	
16.2	Continuous, within reachable supervision are called for, daily Monday to Friday, Public Holidays excluded.	
16.3	Supervisors must in all respects respond to reasonable request of the appointed personnel.	

17.	OBLIGATIONS OF THE CONTRACTOR	17.1	Where practically possible, all complaints concerning the service being performed, must receive immediate attention, but in any case not later than the following workday.
		17.2	The Contractor undertakes:
		17.2.1	To co-operate with the safety officer of the building at all times and
		17.2.2	To keep the resting facilities, which are supplied neat and tidy at all times.
		17.3	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 here to, 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
18.	DRESS CODE		
			The successful bidder will be required:
		1)	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.
		3)	To ensure that all cleaning staff wear identity tags at all times, when cleaning services are rendered in the building
18.1	SITE MEETING		
			Bidders are advised that:
		1.	If there are any queries arising from this Bid document, bidders are welcome to raise their queries on the compulsory site meeting, bidders can also make written submissions to the NDPW at least 14 calendar days 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.
			Officer which must be contacted is: Ms. Dumsile Mbatha Tel. No. [053] 838 5254 At Old Magistrate Court building, Kimberley.
19.	CONTRACT AMOUNT		
19.1	The contract amount for the period 3 months is R _____		Please indicate: VAT included / VAT excluded.

20.	PAYMENTS	
20.1	Service providers are requested to submit their invoices within thirty (30) days after the goods and services were delivered.	
20.2	Failure to comply with the above will declare your invoices invalid and the Department shall not be obliged to pay such invoices.	
20.2	A validity period of 84 days after the closing date is applicable to the tender.	
20.3	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 PMIS CREDIT ORDER INSTRUCTION (Form 1401) is obtainable from the Regional Manager, Department of Public Works, Private Bag X5002, Kimberley and must be completed.	
20.4	The Contractor shall receive no payment for day(s) when the cleaning service has not been rendered. The contractor must provide a relief worker if he/she is unable to render the cleaning service.	
20.5	An original invoice regarding the service rendered must be sent to Department of Public Works (National) to reach the office before the 30 th of every month.	
21.	PRO-RATA DECREASE OF PAYMENT:	
21.1	If at any time the service is not rendered in accordance with the conditions of the contract or the specification, the right is reserved to adjust payment pro-rata.	
21.2	Similarly, no departure from or breach of or failure to comply with any of the conditions shall be deemed to be a condemnation, waiving or ratification of such departure, breach or failure to comply unless such condemnation, waiving or the Department of Public Works has agreed non-fulfilment to in writing.	
22.	TERMINATION OF SERVICE	
22.1	The stipulations of the State Tender Board's General Conditions and Procedures (PA-10) apply in particular to cases of any failure to comply with any of the conditions of contract, or where an unsatisfactory service is rendered.	
22.2	The contract will be terminated within 30 (thirty) days with written notice from the Regional Manager, Department of Public Works, Kimberley if the service is not rendered in accordance with the conditions of the contract or specification.	
22.3	The awarded bidder is required to conduct monthly inspections AND meetings with the court manager. The contractor is expected to present monthly inspection reports with each invoice submitted to the Department. The report should be submitted in the company letterhead and include the following information: • Date of the site visit, Findings, Resolutions, Challenges, Delivery note for each item of cleaning material delivered per month and comments by the court manager. • As proof that inspections were conducted and the court manager or acting manager is aware, The report must be signed and stamped by the manager who was on site on the day of the site inspection.	

In awarding of tenders, the department will apply inter alia, equitable distribution of opportunities.

The State reserves rights to make an award or award a contract to more than one supplier to address product availability, equitable distribution of opportunities and compatibility. Furthermore, not more than two contracts shall be awarded to one supplier in the Kimberley Regional office, but if one of the current projects will be completed within six months, then the bidder may be considered for award of the contract.

1. AWARDING OF STATE CONTRACTS

PLEASE NOTE

- Basic Conditions of Employment Act no. 75 of 1997.
 - Occupational Health and Safety Act no. 85 of 1993.
- NOTA BENE:** The contractor must adhere to the following Acts:

One staff member per 1000 m²

405 m²

[PROFORMA-TENDER-CONTRACT-SPECIFICATIONS]

Security office	All security offices
Number of windows	All windows
Number of stoep	All including front foyer, side entrance to the cells
Number of Pavements	All pavements inside, outside and around the building
Number of cells	All including holding cells
Number of storerooms	All
Number of courts	All
Number of offices	All
Number of toilet facilities	All
Number of kitchens	All

HANOVER MAGISTRATE COURT

The information as supplied is done in good faith by the Department. The Department does not accept any liability for the correctness thereof. The bidder has to verify information on site so that they are conversant with on site conditions.

PROFILE OF PROPERTY AND EXTENT OF CONTRACTOR'S RESPONSIBILITY
SITE/S INFORMATION

2. The contractor will be held liable for any damage or loss suffered by the State as a result of the contractors own or his/her employee's negligence or intent which originated at the site.
3. The State is indemnified against any liability compensation or legal expenses in respect of the following cases: The contractor will be notified in writing of the particulars of each claim he/she is liable for.
4. Loss or injuries which might be sustained during the execution of duties.
5. Damage to or destruction of any equipment or property of the contractor.

PLEASE NOTE: The contractor will be held responsible for any damage caused to vehicles. Contractor to note that responsibility to clean even those days when some offices are flooded from rain, burst pipes or overflowing tanks

END OF SPECIFICATION