public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: RENDERING OF CLEANING SERVICES AT MOMENTUM BUILDING FOR A PERIOD OF 36 MONTHS.

BID NO:	**PT26/006**
Closing Date:	**19 June 2026**
Closing Time:	**11:00 AM**
Bid Briefing Meeting Date:	**NONE**
Bid Briefing Meeting time:	**NONE**

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

Name of the Tenderer: .....

Bid Box Address
Department of Public Works & Infrastructure
251 AVN Building
Corner Thabo Sehume and Nana Sita Street
Pretoria
0001

SCM SPECIFIC ENQUIRIES:	**TECHNICAL / PROJECT SPECIFIC ENQUIRIES**
Enquires: **Nkululeko Chauke**	Enquires: **Modiehi Ndaba**
Tel No: **012 492 3188** during office hours	Tel No: **012 310 5948** during office hours
Cell No: **NONE**	Cell No: **079 877 7758**
Email Address: Nkululeko.chauke@@dpw.gov.za	Email Address: Modiehi.ndaba@dpw.gov.za

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SUMMARY OF BID INFORMATION

Bid Number	**PT26/006**	
Bid/ Project Description	**RENDERING OF CLEANING SERVICES AT MOMENTUM BUILDING FOR A PERIOD OF 36 MONTHS.**	
Bid Closing date & Time	**Friday, 19 June 2026**	**Closing Time: 11:00 AM**
Bid Briefing Date & Time (If applicable)	*Date of Bid Briefing (if any)* **NONE**	*Time of Bid Briefing (if any)* **NONE**
Venue	**NONE**	
SCM SPECIFIC ENQUIRIES:	**Nkululeko Chauke**	Nkululeko.chauke@@dpw.gov.za
	012 492 3188	**NONE**
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	**Modiehi Ndaba**	Modiehi.ndaba@dpw.gov.za
	012 310 5945	**079 877 7758**
Bid Validity Period	**84 days**	
Bid Document Price	**R 700.00**	
Procurement Plan Reference Number	**1125**	

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Public Works
REPUBLIC OF SOUTH AFRICA

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

Tender no: PT26/006

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
RENDERING OF CLEANING SERVICES AT MOMENTUM BUILDING FOR A PERIOD OF 36 MONTHS

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

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

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

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

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

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

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

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

AND WHO IS (if applicable):

Trading under the name and style of: ……

AND WHO IS:

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

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

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SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

Tender no:

WITNESSED BY:

Name of witness	Signature	Date

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

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

SECURITY OFFERED:

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

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) **Yes** ☐ **No** ☐

(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) **Yes** ☐ **No** ☐

(3) Retention of 2.5% of the Contract Sum (excl. VAT) **Yes** ☐ **No** ☐

(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) **Yes** ☐ **No** ☐

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

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

.....

Other Contact Details of the Tenderer are:

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

Fax No .....

Postal address .....

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

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

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

ACCEPTANCE

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

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REPUBLIC OF SOUTH AFRICA

Tender no:

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Tender no:

Schedule of Deviations

1.1.1. Subject:	
Detail:	

1.1.2. Subject:	
Detail:	

1.1.3. Subject:	
Detail:	

1.1.4. Subject:	
Detail:	

1.1.5. Subject:	
Detail:	

1.1.6. Subject:	
Detail:	

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

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

PA 32: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	**PT26/006**	CLOSING DATE:	**Friday, 19 June 2026**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**RENDERING OF CLEANING SERVICES AT MOMENTUM BUILDING FOR A PERIOD OF 36 MONTHS.**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).					

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

OR POSTED TO:

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	**PUBLIC WORKS & INFRASTRUCTURE**	CONTACT PERSON	**Modiehi Ndaba**
CONTACT PERSON	Nkululeko Chauke	TELEPHONE NUMBER	**012 310 5948**
TELEPHONE NUMBER	**012 492 3188**	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Modiehi.ndaba@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	**079 877 7758**

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

***Note Well*:**

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

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	**RENDERING OF CLEANING SERVICES AT MOMENTUM BUILDING FOR A PERIOD OF 36 MONTHS.**		
Bid no:	**PT26/006**	**Procurement Plan Reference no:**	**1125**
Advertising date:	**Wednesday, 27 May 2026**	**Closing date:**	**Friday, 19 June 2026**
Closing time:	**11:00 AM**	**Validity period:**	**84 days**

1. ***FUNCTIONALITY CRITERIA APPLICABLE***
   1.1. The Bid will not be evaluated on Functionality

Functionality criteria[1]:	**Weighting factor:**
1. PROVISION OF CLEANING EQUIPMENT **The bidders to submit lease agreement indicating the quantity of equipment or letter of intent indicating the quantity of equipment or confirmation letter of ownership of the equipment** **1 x Delivery vehicle with proof of ownership** **5 x High speed buffing/polisher machines with accessories** **10 x 40lt Industrial Vacuum cleaners** **15 x 10lt Industrial Vacuum cleaners** **55 x Double Trolley mops** **15 x Window cleaning kit** **5 = Submission of all listed equipment** **0 = Non Submission of all listed equipment above**	**30**

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

2. EXPERIENCE AND PROOF OF COMPLETING CLEANING SERVICES PROJECTS **Submission of official appointment letter and corresponding proof of completing cleaning services projects (completion certificate/ completion letter indicating the quality of services rendered) to the value of R 7 million or more on company letterhead signed and stamped by the client with traceable contacts.** **5 = 5 appointment letters and corresponding proof of completing cleaning services projects to the value of R 7 million or more per project** **4 = 4 appointment letters and corresponding proof of completing cleaning services projects to the value of R 7 million or more per project** **3 = 3 appointment letters and corresponding proof of completing for cleaning projects completed with the value of R 7 million or more per project** **2 = 2 appointment letters and corresponding proof of completing for cleaning projects completed with the value of R 7 million or more per project** **1 = 1 appointment letter and corresponding proof of completing cleaning services project to the value of R 7 million or more per project** **0 = non-compliance with the above requirement**	**30**
3. BANK RATING **The bidder must submit an original bank rating letter with bank stamp or a certified copy of such a letter which is not older than six months at the closing of the tender.** **Rating A = 5 Points** **Rating B = 4 Points** **Rating C = 3 Points** **Rating D = 2 Points** **Rating E = 1 Point** **None of the above, the bidder will be allocated zero points.**	**20**
4. HUMAN RESOURCES **The bidder must submit a signed written commitment, on company letterhead to provide human resources as per specification 55 cleaners + 2 supervisors and 1 Project Manager. The bidder to attach an organogram as per project requirements** **2 x Supervisors (Attach detailed CV outlining work experience and duties with a minimum of 3 years' experience in cleaning services, and originally certified RSA ID copy not older than 6 months at the closing date of the tender)** **1 x Project Manager (Attach a detailed CV outlining work experiiance and duties with a minimum of 5 years' experience as a project manager in cleaning services, originally certified RSA ID copy not older than 6months at the closing date of the tender)** **5 = Submission of all mentioned above.** **0 = Non submission of the above**	**20**

TOTAL	100

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

Minimum functionality score to qualify for further evaluation:	**60**

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

2. *EVALUATION METHOD FOR RESPONSIVE BIDS*

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

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

3. *RESPONSIVENESS CRITERIA*

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☐	Submission of PA-32: Invitation to Bid
6	☐	Submission of record of attending compulsory briefing session. ***insert motivation why the tender clarification meeting is declared compulsory***
7	☐	Registration on National Treasury's Central Supplier Database.
8	☒	***Submission of a completed DPW-07 FM: Form of offer and acceptance***
9	☒	***The tenderer will be required to submit a fully completed, priced and signed bill of quantities provided by the Department of Public Works and Infrastructure.***
10	☒	***Submission of copy of Letter of Good Standing in respect of COIDA from Department of Employment and Labour in Cleaning Services.***
11	☒	***Submission of a completed DPW-09 FM: Particulars of Tenderer's Projects***
12	☒	***Bidders should quote according to the Dept of Labour minimum wage as gazetted for the Contract Cleaning Sector (Sectoral Determination 1) for Urban Areas.***

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

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

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	☒	***In case of a joint venture, the bidders must submit a separate PA 11, (Bidders Disclosure)***
8	☒	***The bidder will be required to submit Proof of Liability Insurance to the value of R5 Million Rands within 21 days after appointment***
9	☒	***In case of joint venture, the bidder must register and submit a joint venture CSD***
10	☐	***Specify other responsiveness criteria***

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

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

1.	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	☐	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☐	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)

10.	☐	Submission of DPW-09 (EC): Paticular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☐	Submision of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	☐	**Specify other responsiveness criteria**
13.	☐	**Specify other responsiveness criteria**
14.	☐	**Specify other responsiveness criteria**

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

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

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

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

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

5. *BID EVALUATION METHOD*

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

6. *COLLECTION OF TENDER DOCUMENTS*

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

☒ Alternatively; Bid documents may be collected during working hours at the following address
NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
A non-refundable bid deposit of **R 700.00** is payable (cash only) on collection of the bid documents.

7. SITE INSPECTION MEETING

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

Venue:	**NONE**		
Virtual meeting link:	"N/A")		
Date:	*Date of Bid Briefing (if any)* **NONE**	**Starting time:**	*Time of Bid Briefing (if any)* **NONE**

8. ENQUIRIES

8.1 Technical enquiries may be addressed to:

DPWI Project Manager	**Modiehi Ndaba**	**Telephone no:**	**012 310 5948**
Cellular phone no	**079 877 7758**	**Fax no:**	**None**
E-mail	Modiehi.ndaba@dpw.gov.za		

8.1 SCM enquiries may be addressed to:

SCM Official	**Nkululeko Chauke**	**Telephone no:**	**012 310 5130**
Cellular phone no	**Indicate**	**Fax no:**	**None**
E-mail	Nkululeko.chauke@@dpw.gov.za		

9. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Friday, 19 June 2026
Closing Time: 11:00 AM

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 229 PRETORIA 0001 Documents must be deposited in The Bid Box before the closing date of the bid	**OR**	**Deposited in the tender box at:** The Bid Box Department of Public Works & Infrastructure 251 AVN Building Corner Nana Sita and Andries

FUNCTIONALITY EVALUATION CRITERIA

REFER TO PAGE 6 and 7

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: PT26/006

Bid/ Project Description: RENDERING OF CLEANING SERVICES AT MOMENTUM BUILDING FOR A PERIOD OF 36 MONTHS.

Paste Specifications or Terms of Reference here

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

A 36 MONTHS TERM CONTRACT, FOR THE RENDERING OF CLEANING SERVICE AT MOMENTUM BUILDING

This is a (EPWP) Extended Public Works Program opportunity tender.

Representative: Ms M Ndaba
Office hours Tel: (012) 310 5948
Cell: 079 877 7758

ADDITIONAL DETAILS AND GENERAL INSTRUCTIONS REGARDING THIS QUOTATION

1. **Time frame and location**

   A 36 months term contract for rendering of daily cleaning services and deep cleaning services at Department of Justice sites through EPWP programme.

2. **Description of tender / Scope of works**

NB: THESE ARE ONLY MINIMUM GUIDELINES, EXACT QUANTITIES CANNOT BE GIVEN OR ESTIMATED. CONTRACTOR WILL BE RESPONSIBLE TO SUPPLY SUFFICIENT REQUISITES AT ALL TIME DURING THE CONTRACT PERIOD.

Scope of Cleaning Contract

***Approximate area to be cleaned: 36343.98m²**

Including mobile offices

i.	**Number Of Floors**	**35**
ii.	**Number Of Toilets/**	**203**
iii.	**Urinals**	**94**
iv.	**Number Of Tea Kitchens**	**60**
v.	**Number Of Levels Of Basement**	**3**
vi.	**Any Other (Specify)**	**Pavements**

Occupants

***State Approximate Total Occupants at Any One Time**

Permanent staff	**±500**
Visitors per day	**±500**

3. **Site compulsory inspection (as advertised on the DPWI website or E-Tender)**

4. **Guidelines**

   - **1000 m² per cleaner**
   - **120 packets/bales of (48) of toilet rolls per month**

Business General

5. Task descriptions :

5.1 Dusting

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

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

5.1.3 Clean and disinfect all telephones (daily)

5.1.4 Dust all horizontal surfaces (low level) – (weekly)

5.1.5 Dust all high ledges and fittings (weekly)

5.1.6 Dust all vertical surfaces to height of 2.5 metres (walls, cabinets etc) (weekly)

5.1.7 Dust all windows ledges (high and low) (weekly)

6. Courtyards

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

6.2 Paving: hose down with clean water or scrub - weekly.

7. Blinds

7.1 Dust indoor blinds - weekly

7.2 Damp-wash indoor blinds - monthly.

8. Doors

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

8.2 Polish door-knobs with an approved metal polish where applicable - weekly.

8.3 Keep glass door clean – daily (frequently)

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

9. Glass/window cleaning

9.1 All outdoor glass surfaces of buildings specified in the contract, excluded those mentioned in paragraphs 8.3 and 8.4, washed with a degreasing agent and equipment that will not scratch the surface, and polished as required – daily x2.

9.2 All indoor glass surfaces of building specified in the contract, excluded those mentioned in paragraphs 8.3 and 8.4, washed with a degreasing agent and equipment that will not scratch the surface, and polished as required - monthly.

9.3 Dust/wash/damp-wash partition glass and those mentioned in paragraphs 9.1 and 9.2 maintain a high degree of neatness - daily.

9.4 Clean partition glass. (spot cleaning daily)

9.5 Clean interior faces of all accessible windows (monthly)

9.6 Windows to be cleaned inside and outside (monthly)

9.7 Entrance and Receptions

9.7.1 sweep entrance steps and entrance steps (frequently)
9.7.2 clean doormats and walls (frequently)
9.7.3 wash steps (weekly)

9.8 Glass and metal Work:

9.8.1 spot clean glass doors (daily)
9.8.2 clean and polish all bright metal fittings (weekly)

Meeting, Board Rooms, Interview rooms, Training rooms and Executive Board Rooms

- Polish desks and office furniture (fortnightly)
- Wash vinyl covered furniture (monthly)
- Vacuum cloth covered furniture (monthly)
- Vacuum free standing cloth partitions (quarterly)
- Wall paper finish spot clean (weekly)

9.9 Floor Maintenance

Stone Floors (Marble, Terrazzo, Ceramic Tiles, etc)

- Sweep (daily)
- Damp mop (daily)

Rugs and carpeting

Vacuum clean thoroughly:

- Heavy traffic areas (daily)
- Medium traffic areas (alternative days)
- Light traffic areas (twice weekly)

10. Elevators

10.1 Clean elevators - daily. (frequently)

11. Furniture

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

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

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

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

11.5 Damp-wash glass doors of bookcases - daily.

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

11.7 Cleaning of counters - daily.

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

11.9 Wipe empty shelves with a damp cloth - daily.

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

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

12. Inside walls

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

12.2 Dust wooden panels and partitions - daily.

12.3 Damp-wash wall tiles - daily.

12.4 Wash window sills with soap and water - daily.

12.5 Clean notice boards - daily.

13. Toilets and Ablutions

- Maintain floor according to the type (daily)
- Damp mop floor with disinfectant (daily)
- Empty and clean all waste receptacles (daily)
- Clean and sanitise all bowls, basin, urinals, showers and baths where applicable (daily)
- Clean all mirrors (daily)
- Clean all metal fittings
- Spot clean walls, doors and partitions and lockers where applicable (daily)
- Replenish consumables, i.e. toilet paper, hand soap (contractor to supply daily)

NB: A dedicated hygiene controller must be available to ensure that all dispensers are stocked accordingly throughout the day

13.1 Rubbish-bins

All rubbish-bins should be emptied and washed with an approved disinfectant. The contents of the rubbish-bins in ladies' toilets should be dispensed of in a clean manner by putting it in a separate appropriate plastic bag and placing it in garbage cans outside - twice daily for men's and ladies' toilets.

Waste Disposal

- Empty and clean all ashtrays (daily)
- Empty and clean all waste receptacles (daily)
- Remove all waste to specified areas (daily)

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

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

13.2.2 Clean and polish all metal surfaces - daily.

13.2.3 An approved agent at the expense of the contractor should be put in toilet pans

to prevent deposits forming - weekly.

Replenish consumables i.e. toilet paper, hand soap. (Client to supply)

13.3 Showers

13.4 Clean and sanitise all bowls, basins, urinals showers and baths (where applicable) (daily)

13.5 Mirrors

Clean and polish all mirrors - daily.
Clean all metal fittings. (daily)
Spot clean walls, doors and partitions and lockers where applicable

13.6 Wall tiles and paintwork

- Spot clean all low surfaces, i.e. glass, walls doors and light switches(weekly)

13.6.1 Remove dirty spots - daily.

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

13.7 Walls, doors (painted) and partitions

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

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

13.8 Visible pipes

Clean all visible pipes - daily.

13.9 Floors

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

13.9.2 Remove dirty spots and rubbish - daily.

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

13.10 Incinerators

Damp-wash with approved disinfectant - daily.

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

13.12 Glazed/enamelled surfaces

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

13.13 Toiletries

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

13.13.1 Disposable paper towels for containers currently installed in toilets.

13.13.2 Single-ply toilet paper.

13.13.3 Toilet soap as approved, either bars or liquid.

13.13.4 Air-fresheners as approved.

14. Telephones

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

15. Stairs (including fire-escapes)

15.1 Dust handrails and fittings (daily)
15.2 Maintain landings, treads and risers according to finish (daily)
15.3 Clean fire escapes (weekly)

15.4 Wipe banisters with a damp cloth - daily.

15.5 Polish unpainted banisters as in paragraph 12.1 - monthly.

16. Floors (including stairs and fire-escapes)

Clean floors and carpets in order to maintain a high gloss and/or degree of neatness - daily.

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

16.1.1 If floors or parts thereof have not been treated with two coats of an approved dry gloss, non-slip, metallised, hard coat polymer agent, the Contractor should apply it. The relevant surface should be properly cleaned prior to application and, if required, old polish should be removed with an appropriate agent. If a polish remover is used, the floor should be rinsed with clean water and properly dried.

16.1.2 If floors have already been treated with a metallised polymer agent, it should be re-applied as soon as it becomes worn out.

Business General

16.1.3 Should entry to offices or high traffic make it difficult to treat floors as in 16.1.1 and 16.1.2 above during normal office hours, it should be done after office hours.

16.1.4 Wipe and remove marks like mud spots - daily.

16.1.5 Spray polishing for which an approved polymer agent is used (e.g. a solution of water and the agent described in 16.1.1 and 16.1.2 above) should only be done after the floor has been wiped with a "dust magnet", and frequently enough to maintain the polymer coating.

16.2 Wooden floors and block-floors

16.2.1 Sweep and remove all dirty marks - daily.

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

16.2.2.1 High traffic (like passages)

Apply polishing agent and polish – weekly or on request

16.2.2.2 Offices, with or without loose carpets

Apply polishing agent and polish – weekly or on request

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

16.3 Carpets (wall-to-wall and loose)

16.3.1 Vacuum all carpets - weekly.

16.3.2 Thorough vacuuming as follows:

16.3.2.1 High traffic (like passages)

Twice a week or on request

16.3.2.2 Offices

Once a week or on request

16.3.3 Clean spots if it is not permanent stains and a carpet wash is not required. There should be guarded against the use of cleaning agents that could damage or discolour the carpet.

16.3.4 When carpets are washed, dirty marks or stains should be removed (see par. 16.3.3) after which the carpet should be thoroughly vacuumed. The

carpets should then be washed with an appropriate carpet washing machine. It should be ensured at all times that the carpets do not become excessively wet. All water should be removed until the carpets are damp only. Occupants should be requested not to walk on the damp carpets, if possible - four times a year, after hours.

16.3.5 Shake out and clean entrance carpets and dust carpets - daily.

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

16.4.1 Remove all dirty spots and sweep - daily.

16.4.2 Scrub with soap and water - weekly.

16.4.3 Polish all polished surfaces - daily.

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

16.5.1 Stoeps, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed - daily.

16.5.2 Pick up all rubbish on paving - daily.

16.5.3 Sweep paving with a hard broom - daily.

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

16.5.5 Polishing of polished stoeps - weekly.

16.6 Parking areas, garages and loading zone.

16.6.1 Clear all conspicuous rubbish - daily.

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

16.6.3 Sweep parking area - weekly, after hours.

17 Rubbish removal

17.1.1 Waste baskets

17.1.2 Empty all waste baskets - daily.

17.1.3 Damp-wash or wash - weekly.

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

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

17.1.6 Ash-trays

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

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

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

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

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

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

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

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

18 Drinking water

Fresh drinking water should be provided in the water-bottles made available in offices, passages, conference and training rooms - daily before 07:30.

19 Curtains

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

20 Kitchens

- Floors dusted and washed daily.
- Counters washed daily. (twice)
- Cupboards cleaned, dusted inside weekly to enhance pest control.

Opinion of the State, clean every day.

21. Service times

Daily cleaning (Excluding weekends and public holidays)
Monday to Friday
06:00am to 15:00pm

22. Excluded areas/or under supervision

- Electrical and Mechanical Plant rooms
- Strong rooms
- Store rooms
- All areas/services not mentioned in Scope of work

23. Other Services Agreement

- Cleaning of carpets to be done on quarterly basis

24. Parking, Pavements/outside areas

- to be cleaned with water (monthly)
- oil stains to be removed (monthly)

25. Prisoner holding cells (where applicable)

- To be stripped and polished (every three months)
- To be buffed (weekly)

26. Cleaning Equipment needed for this project but not limited to the below listed and should be in full functional condition throughout the contract period

1 x Delivery vehicle with proof of ownership
5 x High speed buffing/polisher machines with accessories
10x 40lt industrial vacuum cleaners
15 x 10lt Industrial vacuum cleaners
55 x Double bucket Trolley Mops
15 x Window cleaning kits

27. General requirements

The National Department of Public Works intends entering into a contract with a suitable Bidder for the abovementioned area in Pretoria.

It will be expected from Bidders to be aware of the following requirements in order to be successful in obtaining the contract.

28. Tender administration

Tenders are required to submit a bid for execution of the tasks as detailed in this bid document. The tender is to include all tasks, without any amendment, omission or addition.

The contractors will be evaluated on functionality, price, and preference.

Bidder's attention is drawn to the fact that the sites have stringent security requirements.

- The three highest scoring bidders will be asked to undergo SSA clearance
- During the evaluation process the successful bidder will have to secure a comprehensive security clearance for all his work force, subordinates, and sub-contractors for the cost of the Contractor. Appointment will be depending on the granting of security clearance.

Contractor to educate him/herself with all regulations, security and guidelines as lay down by the Department.

Contractor and his personnel have to be SSA security clearance before starting the contract.

- For security clearance the Department requires the company to submit the follow documentation for screening of service providers and sub-contractors:

i. Memo giving a brief description of the services to be rendered, Company profile.
ii. Copy of Registration documents (CK, Pty. (Ltd.), and sole propriety).
iii. Valid original Tax Clearance Certificate (must be valid for a period of six month).
iv. Certified ID copies of company directors and all the staff that will be involved in the project, not older than three months.
v. Original finger prints on all the ID copies – **at the cost of the**

Contractor

29. Services requires

The work to be performed according to the enclosed specification and pricing data for the execution of this supply and maintenance tender, without amendments.

30. Protocol

The contractor to be aware of the protocol and the sensitivity of the nature of the client and ensure conduct of the contractor or personnel is accordingly.

31. Access

1.1. Contractor to notify office personal or the household before entering an office or a residence. The Office manager or Household manager must be informed prior to delivery by the contact person. Contact details will be made available to successful contractor.

1.2. Contractor to be accompanied into the offices or houses by the internal security, SAPS, the Office manager, or the Household manager. A representative of the contractor must be present with deliveries and during maintenance.

32. Terrain / Site Inspection

Prospective tenderers are requested to attend the compulsory information meeting as advertised in the Government Gazette they must bring their id document for access purposes.

33. Compliance with Regulations

Security arrangements and regulations will be applicable and must be adhered to by the contractor.

34. Representative of National Department of Public Works (NDPWI)

NDPWI contract manager of National Department of Public Works or his delegated representative will act on behalf of National Department of Public Works.

The NDPWI contract manager, or his representatives, which names will be communicated to the contractor, is the only persons that may instruct the contractor to execute any tasks. This excludes the cleaners in the residences, household managers of the three main houses, occupants of the residences, SAPS, or any other person on terrain.

35. Responsibility

35.1. The contractor must indemnify NDPWI against any claims from a third party and all costs including legal fees in connection with such a claim for loss or damage caused by: the death, injury or illness of any person, or damage of property on the contractor or other person. (Public liability insurance and All Risk insurance):

35.1.1 That may arise or in connection with the execution of this requirement.

35.1.2 That may arise or in any connection with an action by the contractor or/and his workers.

35.1.3 NDPWI undertakes to notify in writing the particulars of every claim that the contractor is responsible for.

35.1.4 NDPWI shall not be held responsible for any loss due to theft or damage of any sort of the contractor's property or any items that are kept on NDPWI's property where the loss occurs and is due to negligence on the part of NDPWI.

35.2.1 NDPWI reserves the right to withhold payments to settle any amount of money being owned by the contractor. Settlement is done through mediation if applicable.

35.3 The contractor will be held responsible for any damage or theft by him or any of his staff, through negligence or accident, to the property or goods of NDPWI and its staff, in the normal performance of their duties. A claim for this can be instituted by NDPWI for the full amount against the contractor. A certificate by NDPWI contract manager acting for NDPWI will be considered proof of the amount owing.

36. Indemnification

a. The contractor and his workers enter the property at their own risk.
b. The contractor must indemnify NDPWI from any claims or damage that might occur where staff is employed in any work falling outside of the terms of the quotation.
c. The contractor performs as an independent contractor and not as an agent or employee of NDPWI and has no authority to bind NDPWI to another party. The contractor must indemnify NDPWI against any claims or court action including legal fees (with lawyers and client expenses) that are instituted against NDPWI.

37. Breach of agreement

If the service is not to the satisfaction of NDPWI contract manager, NDPWI has the right to withhold payment at pricing data rates or pro-rata.

In the event of breach by the contractor of any of the terms and conditions of this contract, and in the event that the contractor fails to remedy such breach within 5 working days after receiving written notice from NDPWI to do so, NDPWI shall without prejudice to any other rights that it may have, be entitled to exercise all or any of the following rights:

a. To terminate the agreement.
b. To suspend further payment to the contractor
c. To appoint any other person or persons to complete the work in which event the contractor shall be held liable for costs incurred in such appointment as well as the cost of damage suffered.

38. Termination of agreement

NDPWI shall have the right to terminate the agreement without prejudice to any of its other rights on occurrence of any of the following acts:

On breach of the agreement.

a. On commencement of any action for the dissolution and/or liquidation of the contractor, except an amalgamation or restructuring approval in advance by NDPWI.
b. If the contractor receives a court order to be placed under judicial management or to commence liquidation procedures that is not withdrawn or struck out within five working days;
c. If the contractor informs NDPWI that it intends to cease performing its obligation in terms of the agreement;
d. If the contractor informs NDPWI that it is incapable of completing the project;
e. If, in the opinion of NDPWI, the contractor acted dishonestly.
f. If the security clearance is revoked.

NDPWI reserves the right to, in the absence of breach or the event referred to supra, terminate this Agreement at any time by giving (24) twenty four hours' notice to the contractor.

In the event of the agreement being terminated for whatever reason, the contractor will be entitled to compensation for work done.

39. Cancellation

The Department reserves the right to withdraw the contract following notification to this effect within 24 hours.

The Department will cancel the contract with immediate effect if, at site hand over if the Contractor does not have all the resources or proof of resources to complete the contract and if the contractor does not supply the resources within the 21 working day site establishment period.

40. Limitation on cession

The rights and obligation of the parties in terms of the agreement shall be personal and incapable of being ceded, assigned or delegated by either of them to any person outside of NDPWI and the contractor, save with the written consent of the other party.

Each party warrants that it is acting as a principal and not as an undisclosed principal.

41. Curtailing of Service

a. NDPWI retains the right to withhold any portion or the property as whole with 24 hours written notice to the contractor; the quotation price will be adjusted pro rata from the date of the withholding.
b. In case the property or part(s) thereof that are subject to the service are in anyway damaged by an act of God or fire, NDPWI shall at its discretion decide which portion(s) of property cannot be used as part of the original sites part. Both parties shall not be bound by this quotation and no claim for the damages shall be instituted by either party. As for the remaining portion(s) of the property that would still be in use, the quotation shall stay as is but the quotation price will be adjusted from the date of the incident and will be reduced pro rata.

42. Interruptions of Service

If the service is interrupted or temporally suspended because of a labour dispute, riot, a local or national disaster, or other causes out of the control of the contractor, both parties must agree to a way of seeing to it that essential services can continue. In such event, the contractor will only be remunerated for actual services performed for that period.

43. Restrictions

a. NDPWI retains the right to issue such instructions as it deems necessary from time to time, for the maintenance of good order in and on the property. Any instruction only affects the contractor after 48 hours, and after written notice thereof has been received by him, except, where the instruction is in connection with safety, the instruction is directly binding on the contractor.
b. After such an instruction has been received by the contractor any transgression thereof or any neglect of any request therein shall be seen as a breaking of the stipulations of these conditions.
c. The contractor shall only fill, clean and service his equipment at a site indicated by NDPWI contract manager.
d. The contractor or any of his employees may not under any circumstances use any of NDPWIs buildings or any portions thereof as a home. No preparation of food or drinks is allowed on any part of the property.
e. The contractor and his workers shall under no circumstances use the fire hoses or other firefighting equipment on the property during the performance of this service.
f. The contractor or any of his employees may not under any circumstances use any facility on the terrain, or within a one kilometre radius, for a mass meeting.

44. Service times

Normal Working hours

Employer may not set task or hours of work that requires a worker to work:

- More than forty hours in any week
- More than five days in a week
- More than eight hours on any day

A full service must be provided daily Monday to Friday, service times are stipulated as daily from 6am to 15pm on weekdays. Services that cannot be rendered during weekdays will be rendered during the weekends, prior arrangements to be made with the client. Overtime allowance to be included in the pricing schedule (BOQ)

Lunch Breaks

- A worker may not work for more than five hours without taking a meal break of at least 30 minutes duration
- An employer and worker may agree on longer meal breaks

45. Obligations of NDPWI

a. NDPWI contract manager, or his representatives, shall act as informant between the contractor, and NDPWI.

b. NDPWI shall, as available at existing points, supply water that is necessary for the delivery of this service, free of charge to the contractor. Should water not be available or not provided by NDPWI, the contractor will make its own arrangements in this regard without a right of recourse against NDPWI.

46. Obligation of the Contractor

a. The contractor must also do the following

46.1.1 Comply with the emergency measures and procedures that are fixed from time to time to the Departments satisfaction.

46.1.2 Keep all facilities that are supplied to the contractor or by the contractor neat and tidy at all times.

46.1.3 Any foreign objects noted in, and on, the work areas must be brought to the attention of the Departments contact person.

46.1.4 Taps that are in a specific work area must be closed when the work is completed. No water must be wasted.

46.1.5 During the contract period the contractor must comply with any law and regulation laid down by parliament and local or any other authorities that have any reference to the service.

46.1.6 In all cases, notice must be given, and to pay all costs that must be paid in connection with the service and indemnify the Department against all loses and legal cost for damages.

46.1.7 Contractor to perform medical test for all cleaners before the contract starts and when it is about to expire.

46.1.8 Noise must be kept to reasonable limits.

47 Supervision

47.1 The contractor must at all times have strict and effective supervision of the workers performance by appointing at least **1 Project manager**, dedicated to the contract for the full 36 months, 2 **cleaning supervisors** dedicated to the contract for the full 36 months, **55 cleaners** dedicated to the contract for the full 36 months

47.2 The Contract manager must have at least four years applicable experience in project management

47.3 The Site Supervisor must have at least three years of applicable experience in cleaning service

48 Conditions in relation to personnel of the contractor

48.1 The contractor's staff may use the toilet facilities that are indicated to the contractor by NDPWIs contract manager. The contractor is responsible to provide toilet paper and cleaning material.

48.2 The personnel of the contractor must respect the personnel, SAPS, occupants of the residences, the public, all equipment, and buildings belonging to NDPWI.

48.3 Workers that do services must be dedicated personal. These workers shall at the cost of the contractor be classified by the SAPS Security Branch as trustworthy.

48.4 In accordance with the act on the Control of Admission to Public Premises and Transport Act, Act 53 of 1985, workers shall be subject to the requirements of Article 2 (2) of the incorporated act.

48.5 The contractor's workers shall not wonder around aimlessly on grounds or make use of the chairs in the public areas to relax even over lunch times.

48.6 Personnel of the contractor, subject to the conditions of the contract, have entrance to all areas to perform the service. If the service is not required in any area at a specific time no entrance to these areas will be allowed.

48.7 In such a case the contractor shall react immediately to such a request from NDPWI and as a result of such a request will not have the right to claim for any loss or damage against NDPWI. The contractor must indemnify NDPWI from any claims arising from the workers involved.

48.8 If NDPWI has any information in connection with any of the contractors personnel that are involved in the performance of this contract, the contractor can request NDPWI to supply such information to him without delay.

48.9 The identity card must be carried by the workers on the site while he/she is present on the property. The contractor will control and be responsible for the identity cards in such a manner that no unauthorised person gains entry to the property.

48.10 Personal hygiene must at all times be kept by the contractor and the workers.

48.11 Staff must behave in a sober and quiet manner.

48.12 The contractors workers which must be on the property for the performance of this service must at all times be dressed neatly and properly to the satisfaction of NDPWI.

48.13 No information may be supplied to the public or news media in connection with the contractor's activities.

48.14 The quantity of staff on site as per proof of resources must at all times be maintained.

.

49 Equipment

49.1 The contractor shall be responsible for the supply and maintenance of all equipment that will be necessarily for the satisfactory delivery of this service for the full period of the tender.

If servicing the equipment required that the equipment must leave the premise, or if the equipment will be out of service for longer than 24 hours, a replacement must be made available within 24 hours.

The Department will inspect the equipment on a regular basis to ensure that the equipment is in a good working condition and reflect the equipment as indicated as available at award of tender.

The Department cannot borrow or give equipment to the contractor.

49.2 The equipment used by the contractor must comply with the regulations on machinery of the Occupational, Health, and Safety Act, Act 85 of 1996. At the cost for the contractor, the contractor is to supply all staff with the correct personal protective equipment required to perform their duties in compliance of OHSA.

49.3 The Department reserve the right to prevent the employees from the contractor to operate equipment of the contractor that do not conform to the safety rules and regulations.

49.4 The Department will provide space for the storage of equipment.

50 Consumable items

The contractor shall at own cost be responsible for supplying all consumable items including plastic rubbish bags, toilet paper for staff as well at all task specific consumables, necessary material for effective service.

Before delivery the contractor is to supply a representative sample to NDPWI contract manager for approval. NDPWI has the right to accept or reject any of these items.

51 Advertisements

51.1 The contractor will be compelled to supply neat warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These board/signs must be in place where ever work by the contractor's workers is in progress so as to bring to the attention of any person/staff that work is in progress.

51.2 The contractor or his staff may not exhibit any article or object that NDPWI regards as offensive or undesirable. In this case NDPWI decision is regarded as final and binding on the contractor and staff.

52 Warning signs

52.1 The contractor will be compelled to supply neat warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These board/signs must be in place where ever work by the contractor's workers is in progress so as to bring to the attention of any person/staff that work is in progress.

52.2 The contractor must have all warnings/signs made in English for the full term of this quotation.

53 Inflammable and Toxic Chemicals

The contractor shell not store or use any poisons, highly inflammable chemicals or materials on the property without the written consent of NDPWI for the delivery of these services. No long term storage is allowed.

54 Remuneration if Service

54.1 NDPWI undertakes to pay the contractor per month, on completion of the month's maintenance, on fully completed upgrades as signed off by NDPWI Contract manager, and the EPWP reports are submitted.

54.2 Payment shall be made within 30 calendar days after an invoice has been submitted by the contractor to NDPWI, certified as correct and according to

the quotation conditions, and the quotation submitted, by NDPWI contract manager.

55 Joint Venture Agreements

The relationship between the parties involved in a Joint Venture shall involve a close collaboration between two independent contracting parties and in the circumstances shall not imply any partnership in the legal sense, nor shall it constitute either party NDPWI contract manager or authorized representative of the other party.

56 Indulgences

No extension of time, latitude or any other indulgence which may be given or allowed by either party to the other shall constitute a waiver or alteration of the agreement, or affect such party's rights, or prevent such party from strictly enforcing due compliance with each and every provision of this agreement.

57 Expanded Public Works Program (EPWP) Implementation Contractor Obligation

A. The contractor to implement EPWP by employing EPWP participants (workers), by branding the project site, (Supplying EPWP safety clothing); and EPWP Reporting of Work opportunities to the EPWP in a prescribed template
B. The contractor is referred to Basic Conditions of Employment Act, Act (97) of (1997) as amended, Ministerial Determination 4: Expanded Public Works Programmes Government Gazette Vol. 548, Pretoria, 18 February 2011, (published on the 4th of May 2012 under Government Gazette No. 35310) and should be read in conjunction with the Code of Good Practice for employment conditions of work for Expanded Public Works Programme published on the 18th February 2011 under Government Gazette No.34032 No. 34032 as these publications are to be read in conjunction with this section of the specification.
C. The contractor is to pay the EPWP Participants (workers) as per the Department of Labour Rates.
D. All complaints in connection with the service must be attended to and rectified within 48 hours.

58 Employment

58.1 The contractor will employ 55 EPWP Participants (workers) from the local area. The local area is defined as the CBD of Pretoria, Mamelodi and surrounding suburbs, Soshanguve, Mabopane and Hammanskraal. Proof of residence must be attached to the EPWP contract.

These (participants/workers) are only to be utilised as unskilled workforce and not skilled staff, drivers or supervisors.
Skilled staff 1 Project Manager and site 2 supervisors to be employed by the contractor additionally to the (55) EPWP staff.

The number of workers that fall within the following categories must be recorded:

Demographic	EPWP Participants (worker)Target
Youth (i.e. 16 – 35 years of age)	60%
Women	55%
People with disabilities	2%

58.1.1 These EPWP (participants/workers) are only to be utilised as **unskilled workforce** and not skilled staff, drivers or supervisors.
Skilled staff drivers, supervisors and Project manager has to be employed by the contractor additionally to the (55) EPWP staff.
The contractor will sign a temporary contract with EPWP participants as and when required.

58.1.2 The EPWP contractor and employees (participants/workers) are subjected to the provisions set in

- Basic Conditions of Employment Act, 1997 "Code of Good Practice for employment and conditions of work for Expanded. Public Works Programmes published on 18 February 2011 under Government Gazette No. 34032; and

- Basic Conditions of Employment Act 1997 Ministerial Determination 4: Expanded Public Works Programmes Government published on 4 May 2012 under Government Gazette No. 35310.

58.2 DIRECTIVE: MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES

A. PURPOSE:

The purpose of this Directive is to give clarity in terms of the overtime, hours of work, annual leave and public holiday in the Expanded Public Works Programmes.

B. BACKGROUND

The amendment to the Ministerial Determination 4: Expanded Public Works Programmes published on the 4th May 2012 under Government Gazette No. 35310 bears reference to this directive.

- The Ministerial Determination should be read in conjunction with the Code of Good Practice for employment and conditions of work for Expanded Public Works Programmes published on 18 February 2011 under Government Gazette No. 34032.
- The Expanded Public Works Programme is one of government's key programmes aimed at addressing unemployment and poverty by providing income relief through temporary work for the unemployed. EPWP is funded, either fully or partially from public resources to create a public benefit.

- EPWP projects employ workers on a temporary or ongoing basis with government, contractors, or other non-governmental organisations under the Ministerial Determination for the EPWP employment conditions.

- Section 3 of the Ministerial Determination 4: Expanded Public Works Programmes regulates that some of the provisions regulated by the Basic Conditions of Employment Act such as section 10(2) (overtime rate) do not apply to the Expanded Public Works Programme.

- Furthermore, section 4(3) of the Ministerial Determination regulates normal hours of work for the Expanded Public Works Programme and provides that an employer may not set tasks or hours of work that require a worker to work –
  a) More than forty hours in any week;
  b) On more than five days in any week; and
  c) For more than eight hours on any day

58.3 Training EPWP

58.3.1 The contracted service provider will provide onsite training to EPWP participants, an accredited/Non-accredited training might be provided on selected participants where there is enough budget from EPWP through NSF and other source of funding.

58.3.1.1 Basic cleaning and deep cleaning

58.3.1.2 Occupational Health and safety.

58.3.2 Training attendance might be compulsory for all EPWP employees.

58.3.3. EPWP employees will receive a full day's payment/stipend on training days.

58.3.4 The training programme must be displayed in the site office of the contractor and a copy will be supplied by the Department representative to note the dates and times the staff will not be on site.

58.3.5 Training attendance records must be kept at the site office and submitted electronically to the EPWP section. The EPWP training co-ordinators are responsible for obtaining all EPWP workers training information. The contractor to report monthly at the scheduled monthly meeting to the department on the progress and results obtained.

58.4 EPWP Project Branding

58.3.1 Supply and issue protective clothing to EPWP participants at the cost of the contractor

58.3.2 The EPWP staff to wear a descent and neat uniform. The uniform becomes the property of the individual. The uniform is to be issued once a year.

The uniform must include, but not limited to the following:

a) **3 x Two piece orange overalls, branded with the departmental EPWP logo**
b) **2 x Orange T-shirts branded, with the departmental EPWP logo**
c) **1 Pair of safety boots**

The clothing (uniform) must be in line with the regulations set in the Occupational, Health, and Safety Act, Act 85 of 1996, as amended.

58.5 EPWP reporting

a) All reports must be kept for three years after completion of the contract for auditing purposes
b) Submit monthly progress report, electronically or by hand to the DPWI EPWP Unit by the 5th day of every month. No invoice will be processed without all the reports. On completion of every month the contractor to submit a comprehensive monthly report. EPWP reporting template shall be provided by DPWI.
c) Daily registers
    i. Daily registers must be kept on-site, and signed off by the NDPWI Project manager once a month.
    ii. A summary of all daily registers must be provided to the NDPWI EPWP Unit not later than the 5th of every month.
d) The contractor can appoint a chairperson from the labour force recruited in the surrounding communities, and to address labour related issues.
e) The EPWP employees are subjected to all the provisions set in the Labour Act, Act 66 of 1995, and Basic Condition of Employment Act, Act 75 of 1997, and may be discipline and their employment may be terminated, after following the provisions of the various acts.

PRICING SCHEDULE

Bid no: PT26/006

Bid/ Project Description: RENDERING OF CLEANING SERVICES AT MOMENTUM BUILDING FOR A PERIOD OF 36 MONTHS.

Paste Pricing Schedule here

Description

Year 1 Cleaning services at Momentum Building

Labour costs as per normal labour rates updated March 2026(inclusive of all benefits, e.g. compensation fund, uif, leave, etc)

1. Labour (A)		**Unit price**		**Total per item p/m**
55 x day shift cleaners (6am to 3pm)	55		=	
2 x day shift supervisor (6am to 3pm)	2		=	
1 x Project Manager	1		=	
Sub total A				

2. Branding/ PPE (B)		**Per person**		**Total per month**
Uniforms (please refer to specification for detailed description)	57		=	
Cleaning Equipment's as per minimum requirements in specification				
Cleaning consumables as per minimum requirements in specification				
Percentage markup/ Profit on cleaning				
Sub Total (B)				
Total per month (A&B)				
Total 12 months(A&B)				

Deep cleaning sevices to be rendered once per year

	Unit price p/m²	Total amount p/a
Deep cleaning of all carpets @ 28000m²		
Stripping and sealing of tiled areas @ 8000m²		
Total deep cleaning		

NB: Deep cleaning will be calculated and paid per m² cleaned

GRAND TOTAL YR1 (Labour, Branding & Deep cleaning) without Vat

VAT (where applicable)

GRAND TOTAL YR1 (Labour, Branding & Deep cleaning) Vat included

Description

Year 2 Cleaning services at Momentum Building

Labour costs as per normal labour rates. Provision to be made for the 2nd year (inclusive of all benefits, e.g. compensation fund, uif, leave, etc.)

1. Labour (A)		**Unit price**		**Total per item p/m**
55 x day shift cleaners (6am to 3pm)	55		=	
2 x day shift supervisor (6am to 3pm)	2		=	
1 x Project Manager	1		=	
Sub total A				

2. Branding/ PPE (B)	**Per person**		
Uniforms (please refer to specification for detailed description)	57	=	
Cleaning consumables as per minimum requirements in specification			
Percentage markup/ Profit on cleaning			
Sub Total (B)			

Total per month (A&B)

Total 12 months(A&B)

Deep cleaning sevices to be rendered once per year (C)

	Unit price p/m^2	Total amount p/a
Deep cleaning of all carpets @ 28000m^2		
Stripping and sealing of tiled areas @ 8000m^2		
Total deep cleaning		

NB: Deep cleaning will be calculated and paid per m^2 cleaned

TOTAL YR2 (Labour A, Branding B & Deep cleaning C without Vat

VAT (where applicable)

GRAND TOTAL YR2 (Labour A, Branding B & Deep cleaning C) Vat included

Description

Year 3 Cleaning services at Momentum Building

Labour costs as per normal labour rates. Provision to be made for the 3rd year (inclusive of all benefits, e.g. compensation fund, uif, leave, etc)

1. Labour (A)		**Unit price**		**Total per item p/m**
55 x day shift cleaners (6am to 3pm)	55	_____	=	_____
2 x day shift supervisor (6am to 3pm)	2	_____	=	_____
1 x Project Manager	1	_____	=	_____
				_____
Total labour per month				_____

2. Branding/ PPE (B)		Per person		Total per month
PPE (please refer to specification for detailed description)	57	_____	=	_____

Cleaning consumables as per minimum requirements in specification	=	_____
Percentage markup/ Profit on cleaning	=	_____
Sub Total (B)		_____
Total per month (A+B)		_____
Grand Total (12 months) A&B		_____

No Deep cleaning sevices to be rendered in year 3

GRAND TOTAL YR3 (Labour, PPE Branding Deep cleaning) without Vat	_____
	_____
VAT (where applicable)	_____
GRANT TOTAL YR3 Vat included	_____

TOTAL YR1, YR2,YR3 without Vat	_____
15% Vat	_____
TOTAL YR1, YR2,YR3 Vat included	_____

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[3] in the enterprise, employed by the state?

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

3. DECLARATION

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

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

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

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

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

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

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

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

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____

(project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

_____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
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15			
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18			
19			
20			

Note:

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

ENTERPRISE STAMP

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

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

_____

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   _____

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

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

   _____

   _____

   (project description as per Tender Document)

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

1 *Mr/Mrs/Ms:

   _____

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

   and who will sign as follows:

   _____

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

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

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

   Physical address:

   _____

   _____ Postal Code _____

Postal Address:

_____

_____Postal Code_____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
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10			

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____

(project description as per Tender Document)

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

B. Mr/Mrs/Ms:_____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____Postal Code _____

Postal Address: _____

_____

_____Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			
2			
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13			

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	**RENDERING OF CLEANING SERVICES AT MOMENTUM BUILDING FOR A PERIOD OF 36 MONTHS.**		
Tender / Quotation no:	**PT26/006**	**Reference no:**	**1125**

Date Bid Briefing Meeting: **NONE**

Time of Bid Briefing Meeting: **NONE**

Venue: **NONE**

This is to certify that I,_____

representing

_____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	**RENDERING OF CLEANING SERVICES AT MOMENTUM BUILDING FOR A PERIOD OF 36 MONTHS.**		
Tender / Quotation no:	**PT26/006**	**Reference no:**	**1125**

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: PT26/006
Name of Tenderer ..... ☐ EME[2] ☐ QSE[3] ☐ Non EME/QSE (tick applicable box)

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

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

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

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

1. DECLARATION:

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

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

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

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

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

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

Signed by the Tenderer

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

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	**RENDERING OF CLEANING SERVICES AT MOMENTUM BUILDING FOR A PERIOD OF 36 MONTHS.**		
Tender / Quotation no:	**PT26/006**	**Closing date: Friday, 19 June 2026**	**Time: 11:00 AM**

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

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

1.1. Current projects

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

1.2. **Completed projects**

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

Name of Tenderer	Signature	Date

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

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

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……..

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

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

3. I hereby declare under Oath that:

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

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

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

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

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

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

I hereby declare under Oath that:

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

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

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

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

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

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

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

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

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

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

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: PT26/006

BID/ PROJECT DESCRIPTION: RENDERING OF CLEANING SERVICES AT MOMENTUM BUILDING FOR A PERIOD OF 36 MONTHS.

NOTES:
The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
  (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. **Limitation of Liability**

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

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

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