



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

ModiriMolema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

SUPPLY CHAIN MANAGEMENT

Tel.: +27 (18) 388 4481
Email: @nwp.gov.za

BID NO: PWR 122/24

The Department of Public Works and Roads
Private Bag x 2080
Mmabatho
2735

Tel: 018 388 4481

NAME OF BIDDER

.....

.....

TEL FAX.....





public works & roads

Department:
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REPUBLIC OF SOUTH AFRICA

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Old Parliament Complex
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Private Bag X 2080, Mmabatho, 2735

SUPPLY CHAIN MANAGEMENT

Tel.: +27 (18) 388 4481
Email: @nwpg.gov.za

INVITATION TO BID

DESCRIPTION: PWR 122/24: Supply, Installation and Servicing of Toilet Hygiene at Garona, Old Parliament, New Building, Wellness Centre, Embassy Hall and Warehouse for a period of 36 months.

The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

1. Kindly receive and attach the following documents:
 - 1.1 SBD 1-Invitation to bid form
 - 1.2 SBD 2 – Tax Clearance Requirements
 - 1.3 SBD 4 –Declaration of Interest
 - 1.4 SBD 6.1. Preference Points Claim in terms of the Preferential Procurement Regulation 2022
 - 1.5 SBD 3.3 - Price Schedule
2. All the documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. The bid box is situated at the Gate House, Old Parliament Building, Department of Public Works and Roads, Mmabatho.
3. Duly completed and signed original bid documents should be sealed in an envelope marked:

CLOSING DATE : 01st AUGUST 2025

CLOSING TIME : 11H00

VENUE : PROVINCIAL DEPARTMENT OF PUBLIC WORKS AND ROADS, OLD PARLIAMENT BUILDING MMABATHO

5. For more information, please contact the following:

Department : Public Works and Roads

Contact Person : Mr. F. Molale Tel (018) 388 5377

There will be NO Compulsory Briefing



4. BID REQUIREMENTS:

- 4.1 Late bids will not be considered. Please note that the bids are late if they are received at the address given in the bid document after the bid closing date and time.
- 4.2 All bidding Vendors must be registered on CSD (Central Supplier Database)
- 4.3 All bidding Vendors must have a valid bank account.
- 4.4 No Tippex or pencil to be used on the bid document.
- 4.5 All the Relevant Forms attached to this bid documents must be completed and signed in ink where applicable by a duly authorized official.
- 4.6 Bid document must be filled with black ball pen

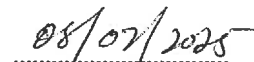
5. COMPULSORY DOCUMENTATION TO BE ATTACHED

- 5.1 Original completed and signed applicable Bid Documents
- 5.2 Company Registration Certificate Certified copies.
- 5.3 Original certified ID copies of Company Directors.
- 5.4 Tax clearance certificate / Tax compliance certificate and Pin.
- 5.5 CSD Report (Central Suppliers Database)
- 5.6 Letter of Good Standing (COIDA)

7. EVALUATION CRITERIA AND PROCESSES TO BE USED

- 7.1 The evaluation process will entail the following phases
 - Phase 1 – Evaluation on legal requirements
 - Phase 2 – Technical / Functionality requirements
 - Phase 3 – Evaluation on 80/20 Preference Points system


.....
MS. G.P. MOKOABATE - V. GEORGE
ACTING DIRECTOR - SUPPLY CHAIN MANAGEMENT


.....
DATE





public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

IMMOVABLE ASSET MANAGEMENT

Tel.: +27 (18) 388 4604

TENDER No: PWR 122/24

FOR

**SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA,
OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS),
WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE APERIOD OF 36 MONTHS**

Issued by:

Accounting Officer
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735
Tel: 018-388-4604

NAME OF TENDERER:

ADDRESS:

PHONE:

FAX:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	PWR 122/24	CLOSING DATE:	01 AUGUST 2025	CLOSING TIME: 11:00
DESCRIPTION	Supply, Installation and Servicing of Toilet Hygiene at Garona, Old Parliament, New Building, Wellness Centre Embassy Hall and Warehouse for a period of 36 months			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
Modiri Molema Road				
Old Parliament Complex				
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:
PREFERENCE POINTS WILL BE AWARDED IN LINE WITH THE DEPARTMENTAL SPECIFIC GOALS				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Public Works & Roads		CONTACT PERSON	Mr. F. Molale
CONTACT PERSON	Mr. D. Mokutu		TELEPHONE NUMBER	018 388 5377
TELEPHONE NUMBER	018 388 4478		FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	FMolale@nwpg.gov.za
E-MAIL ADDRESS	DMokutu@nwpg.gov.za			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED), ONLINE OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT
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.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
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.,
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBER PERSONS IN THE SERVICES OF THE STATE.
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.

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED
(Attach proof of authority to sign this bid; e.g. resolution of directors, etc.

DATE

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PART T1 TENDERING PROCEDURES

TENDER PWR: 122/24

FOR SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE A PERIOD OF 36 MONTHS.

SECTION CONTENTS

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data



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Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

SUPPLY CHAIN MANAGEMENT

Tel.: +27 (18) 388 3381
Email: Mmakgale@nwpg.gov.za

Bid Number: PWR 122/24

Description: SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE A PERIOD OF 36 MONTHS.

Name of Institution: Department of Public Works and Roads

Place where goods, works or services are required: at Garona, Old Parliament, new building (inclusive of Gate House and Porta camps, Wellness Centre, Embassy hall and Warehouse for a period 36 months

Closing Date/Time: : 01 August 2025

Closing time : 11:00 o'clock

No Compulsory briefing session

Tender validity period : 90 Days

Minimum qualifying threshold is 60%

Tender submission requirements: x1 envelope (submissions must be submitted in original hardcopy)

Where bid documents can be obtained: Bid documents will be available from 2 May 2025 at Old Parliament Complex, Gatehouse Mmabatho at a non-refundable fee of R500.00 or be deposited at the following banking details: or be downloaded at www.etenders.gov.za

Account name: NW- Department of Public Works and Roads

Bank name ABSA

Account no: 41-1181-1671

Ref no: Company name and Bid number

Enquiries:

Contact Person: Lerato Mabe

Telephone Number: 018-388-1959

Where bids should be delivered: Physical Address: Public Works and Roads, Modiri Molema Road

T1.2 Tender Data

TENDER No: PWR 122/24

Clause Number	Tender Data
F.1.1	The Employer is: The Department of Public Works and Roads, North West Provincial Government. The Employer's domicilium citandi et executandi (permanent physical business address) is: Modiri Molema Road Old Parliament Complex Provincial Head Office Mmabatho 2735 The Employer's address for communication relating to this project is: Private Bag X2080 Mmabatho 2735
F1.2	The tender documents issued by the employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable Schedules Part C1: Agreements and contract data C1.1 Special Conditions of Contract (SCC) Part C2: Pricing data and Scope of work C2.1 Pricing Schedule C2.2 Scope of Work Part C3: Details on operating costs C3.1 Details on operating costs
F.1.4	The employer's representative is: Name: Lerato Mabe Address: Department of Public Works and Roads Private Bag X2080

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 122/24 SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE APERIOD OF 36 MONTHS

Clause Number	Tender Data
	Contractor a penalty not exceeding 5% of the value of the contract. Each party to a Consortium / Joint Venture / Sub-Contractors must attach their original Tax Clearance Certificate from the Receiver of Revenue.
F2.16	Validity Period Responses to this tender received from suppliers will be valid for a period of 90 days counted from the closing date of the tender.
	The language for communications is: English
	Request clarifications at least 7 working days before the closing time.

Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, TENDER REF NUMBER: PWR 122/24). The sealed envelopes must be placed in the tender box at North West Department of Public Works and Roads, Ngaka Modiri Molema Road, Old Parliament Complex, Mmabatho (Gate House)

- 4.1 By no later than **11h00 on 01 August 2025**
- 4.2 The closing date, service provider name and the return address must also be endorsed on the envelope. If a courier service provider is being used for delivery of the Tender document, the Tender description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the TENDER BOX.
- 4.3 No tender received by telegram, telex, email, facsimile, or similar medium will be considered. Where a tender document is not in the tender box at the time of the Tender closing, such a Tender document will be regarded as a late Tender. Late Tenders will not be considered.
- 4.4 Amended tenders may be sent, together with the original tender, in an envelope marked "Amendment to Tender" and should be placed in the Tender box before the closing date and time. An amendment tender without TOTAL TENDER PRICE - N/A original Tender document will not be considered.
- 4.5 The Tenderer is responsible for all the cost that they shall incur related to the preparation and submission of the Tender document.
- 4.6 Kindly note that NWDPWR is entitled to amend any Tender conditions, validity period, specifications, or extend the closing date of Tenders before the closing date. All Tenderers, to whom the Tender documents have been issued, will be advised in writing of such amendments in good time.
- 4.7 NWDPWR also reserves the right to award this Tender as a whole or in part without furnishing reasons.
- 4.8 NWDPWR reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this Tender documents.
- 4.9 An incomplete price list shall render the Tender non-responsive.
- 4.10 NWDPWR reserves the right to review the pricing/financial proposal submitted by the Tenderer and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate with the preferred Tenderer or any Tenderer as per the recommendation of the DBAC. The process for negotiation will be governed by the NWDPWR internal SCM processes as approved and in line with Preferential Procurement Regulation of 2022.
- 4.13 NB: All reference to NWDPWR on this Tender document includes its subsidiaries who are affected by the deliverable of this Tender document.
- 4.14 The General Condition of contract are part of this tender document and will be incorporated as an annexure and those will be Tendering to the Tenderer whether they are returned and submitted with



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North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Ngaka Modiri Molema Road
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735
Tel: 018-388-4604
Fax: 086-646-0185

FUNCTIONALITY CRITERIA

No	Functionality Criteria-Tender Rating Matrix		A	B	C
			Tenderer rating score 1-5	Weighting	Tenders score(%)=(AxB)/5
1.	Company's Relevant Work experience	5 or more projects successful completed for the supply, installation and servicing of toilet hygiene services. Copies of 5 reference letters from clients that they have successfully provided a hygiene services, in the last 5 years. The reference letters must be in a legitimate letterhead, clearly indicate type of service provided, contract duration, contract value, relevant contact person's name, surname, position & contact number/s	5	70%	
		4 or more projects successful completed for the supply, installation and servicing of toilet hygiene services. Copies of 4 reference letters from clients that they have successfully provided a hygiene services, in the last 4 years. The reference letters must be in a legitimate letterhead, clearly indicate type of service provided, contract duration, contract value, relevant contact person's name, surname, position & contact number/s	4		

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 122/24 SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNES CENTRE, EMBASSY HALL AND WAREHOUSE APERIOD OF 36 MONTHS



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		3 or more projects successful completed for the supply, installation and servicing of toilet hygiene services. Copies of 3 reference letters from clients that they have successfully provided a hygiene services, in the last 3 years. The reference letters must be in a legitimate letterhead, clearly indicate type of service provided, contract duration, contract value, relevant contact person's name, surname, position & contact number/s	3	
		2 or more projects successful completed for the supply, installation and servicing of toilet hygiene services. Copies of 2 reference letters from clients that they have successfully provided a hygiene services, in the last 2 years. The reference letters must be in a legitimate letterhead, clearly indicate type of service provided, contract duration, contract value, relevant contact person's name, surname, position & contact number/s	2	
		1 or more projects successful completed for the supply, installation and servicing of toilet	1	

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		hygiene services. Copies of 1 reference letters from clients that they have successfully provided a hygiene services, in the last year. The reference letters must be in a legitimate letterhead, clearly indicate type of service provided, contract duration, contract value, relevant contact person's name, surname, position & contact number/s			
2.	Bank Rating	Grade A Bank rating certificate with original bank stamp and signature must be attached	5	30%	
		Grade B Bank rating certificate with original bank stamp and signature must be attached	4		
		Grade C Bank rating certificate with original bank stamp and signature must be attached	3		
		Grade D Bank rating certificate with original bank stamp and signature must be attached	2		
		Grade E	1		

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		Bank rating certificate with original bank stamp and signature must be attached			
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Threshold is 60%.

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

The evaluation criteria for the second phase of evaluation will be as follows:

The specific goals allocated points in terms of this tender	Specific Goals – Ownership and location	Number of points allocated (80/20 system) (To be completed by the DPWR)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership and location	Enterprises owned by black people– (minimum ownership 51%)	5	
	Enterprises owned by women – (minimum ownership 51%)	4	
	Enterprises owned by youth– (minimum ownership 51%)	4	
	Located in the North West Province	4	
	Located within Ngaka Modiri Molema District	3	
	Other Provinces	0	
	MAX POINTS	20	

Ownership will be verified through the Central Suppliers Database by National Treasury and CIPC documentation. In case of JV, the leading partner documentation will be taken into consideration.

Locality – As proof attach the following:

- Lease agreement with a property owner located in that municipality / township, or
- A Municipality rates invoice in the name of the company issued within the last three months, or
- A letter of occupancy from the Tribal Authority on the letter head, stamped.

NB. None Compliance on any of the abovementioned items will results in bidders forfeiting preference points.

Disability

Bidders are requested to attach A completed SARS “confirmation of Diagnosis of Disability from a registered medical practitioner, A medical report OR a SASSA disability grant.

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PRE-QUALIFICATION CRITERIA

Tenders will be assessed based on the prequalification criteria as set out in the table below:

- Company Registration Certificate (CK2)
- Certified ID copy of the owner/ director of the company not older than 6 months.
- COID Letter of good standing within validity period/tender.
- Company Profile
- National Treasury Central Suppliers Database (CSD) report, not older than 30 days
- A municipality rate certificate to confirm proof of company's physical address/ lease agreement or letter of occupancy from the Tribal Authority.
- A fully completed, initialed and signed tender document.
- SBD 3.3 completed and signed (firm prices)
- Joint Venture agreement if applicable

ADDITIONAL CONDITIONS OF TENDER CLAUSES:

3.7	Jurisdiction Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.		
5.11.10	Tender Evaluation process The tender evaluation process followed by the Department in evaluating tenders is described below:		
	STEP 1	Conditions and special conditions of tender (inclusive of tender strategies, social and economic development conditions – not local content.	
		Legislative and legal requirement	
		Minimum specification	
		Functionality requirements	
		Preference requirement	
		Evaluation mechanism to be applied	
	STEP 2	Phase A	Acceptable tender as per Supply Chain Policy of 2023 – Compliance with conditions and special conditions, legislative and legal requirement and minimum specification
		<i>If responsive move to</i>	
		Phase B	Functionality scoring –must meet threshold requirements

PART T2: RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules:

Notes to tenderer:

1. Returnable schedules have been separated into the following categories:
 - Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A1-A14)
 - A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1: Agreement and Contract data)
2. Failure to fully complete all the relevant returnable documents may render such a tender offer unresponsive.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 15.2 to terminate the contract.
5. These forms must be completed in black ink and any alterations made prior to tender closure countersigned by an authorized signatory.

TENDERERS ARE INSTRUCTED TO COMPLETE ALL THE SCHEDULES ATTACHED HEREIN. FAILURE TO COMPLETE ANY OF THE SCHEDULES WILL RESULT IN AUTOMATIC DISQUALIFICATION OF THE TENDER AS THE TENDER WILL BE CONSIDERED NOT RESPONSIVE. IF THE SCHEDULE IS NOT APPLICABLE TENDERERS ARE INSTRUCTED TO INDICATE NOT APPLICABLE AND SIGN THE SCHEDULE

FORM A5: TAX CLEARANCE COMPLIANCE

SBD 2

It is a condition of the tender that the taxes of the successful tenderer must be in order and therefore, the following information are required.

1. Full updated CSD report must be attached
2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate CSD report.
3. The tenderer can also supply the Employer with his unique security personal identification number (PIN) in order for the Employer to verify his tax compliance

SIGNED ON BEHALF OF THE TENDERER:

FORM A7: COPIES OF SERVICE PROVIDER REGISTRATION DOCUMENTS

The tenderer shall attach to this page copies of the registration documents of the tendering entity.

Any of the following documents for the tendering entity is sufficient:

- CK1: Founding Statement for a Close Corporation.
- CK2: Amended founding statement for a Close Corporation.
- CM1: Certificate of Incorporation for a service provider.
- CM2: Memorandum of Association for a service provider.
- CM9: Certificate of Change of name for a service provider.

Trust Deed and Letter of Authority to Act as Trustees certified by the High Court.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

Note:

The tenderer is to ensure that the documentation submitted meets the following criteria:

- The name of the active directors/members appears on the documents.
- The ID documents correspond with the names of active directors/members.

If the above criteria are not met the tenderers offer will be rendered non-responsive in terms of tender condition 5.8.

SIGNED ON BEHALF OF THE TENDERER:

CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in the Employer terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COIDA / COID Act (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER:

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 interest¹ 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

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit 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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

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 below 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	Specific Goals – Ownership and Location	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)
OWNERSHIP	Enterprise owned by black people (minimum ownership 51%)	5	
	Enterprise owned by women (minimum ownership 51%)	4	
	Enterprise owned by Youth (minimum ownership 51%)	4	
LOCATION	Located within NW Province	4	
	Located within the Ngaka Modiri Molema District	3	
	Other Provinces	0	
	TOTAL	10	

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:	
	
	
	

ANNEXURE M**SBD 3.3****PRICE SCHEDULE
(Professional Services)**

NAME OF BIDDERBID NO : PWR 122/24

CLOSING TIME: 11:00

CLOSING DATE: 01 August 2025

OFFER TO BE VALID 90 DAYS FROM THE CLOSING DATE OF BID

ITEM NO:	DESCRIPTION	BID PRICE IN RSA CURRENCY (All applicable taxes included)
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SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE APERIOD OF 36 MONTHS

SERVICES MUST BE QUOTED IN ACCORDANCE WITH THE ATTACHED TERMS OF REFERENCE IN THE TENDER DOCUMENT.

Total cost of the assignment (R inclusive VAT) R.....

NB: Bidders are also advised to indicate a total cost breakdown for this tender.

The financial proposal for this tender should cover for all assignment activities and outputs enumerated above.

2. Period required for commencement with project after acceptance

3. Are the rates quoted firm for the full period of contract? *YES/NO

4. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to the –

Department of Public Works and Roads

Ms. M. Makgale

Tel: 018 388 4481

Or for technical information –

MS. L.Mabe

Tel: 018-388-1959

SCHEDULE OF WORK EXPERIENCE

Note to tenderer:

The tenderer shall enter in the spaces provided below a complete list of hygiene equipment provided, in the last 5 years.

As proof attached confirmation letter and an appointment letter or a service level agreement:

EMPLOYER (NAME, TEL NO & FAX NO)	TYPE OF SERVICE PROVIDED	CONTRACT VALUE	DURATION	YEAR COMPLETED

SIGNED ON BEHALF OF THE TENDERER:

SWORN AFFIDAVIT

The tenderer shall attach to this Form a sworn affidavit by the Commissioner of Oath in which the tenderer declares that the information provided in this tender is true and correct in all respect.

SIGNED ON BEHALF OF THE TENDERER:

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 122/24 SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE APERIOD OF 36 MONTHS

3. MAINTENANCE AND SERVICING REQUIREMENTS

- Servicing must be carried out as per the agreed schedule to ensure all hygiene equipment remains in optimal working condition.
- Routine inspections must be conducted, and service reports must be submitted to the department monthly.
- Emergency call-outs for repairs must be attended to within 24 hours of notification.
- Any defective or non-functional equipment must be replaced immediately at no additional cost to the department.
- The contractor must provide a logbook detailing each service visit, including actions taken and consumables replenished.

4. PRICING AND PAYMENT TERMS

- Pricing must include **supply, installation, servicing, and replenishment of consumables**.
- Payments will be made **monthly in arrears**, subject to submission and approval of service reports.
- No additional costs will be entertained outside the agreed contract price unless formally approved by the department.
- Annual escalation of service costs will be based on the **national inflation rate**.

5. COMPLIANCE REQUIREMENTS

- Bidders must submit proof of **company registration** and relevant certifications.
- A valid **Occupational Health and Safety Compliance Certificate** must be submitted prior to commencement of services.
- The hygiene equipment supplied must comply with **SANS hygiene standards**.
- A valid **Municipal Clearance Certificate** indicating that the bidder has no outstanding municipal debt must be submitted.
- Proof of previous experience in providing hygiene services in government or commercial buildings must be provided.

6. PENALTIES FOR NON-COMPLIANCE

- Failure to provide the required services as per contract specifications may result in penalties.
- Any service disruptions due to the contractor's failure to perform will lead to a **10% deduction** from the monthly service fee.
- Continued non-compliance may result in contract termination.

PART C2: PRICING SCHEDULE AND SCOPE OF WORK

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 122/24 SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE APERIOD OF 36 MONTHS



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Ngaka Modiri Molema Road
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735
Tel: 018-386-4604
Fax: 086-646-0185

C2.1 PRICING SCHEDULE

NOTE: BIDDERS ARE REQUIRED TO PROVIDE A PRICING SCHEDULE FOR 36 MONTHS PERIOD.

NAME OF BIDDER:

TENDER NO.: PWR 122/24

CLOSING DATE: 01 AUGUST 2025

CLOSING TIME: 11H00

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE APERIOD OF 36 MONTHS

NB. All tenderers are requested to fully complete the table below, failure to do so will invalidate the bid.

CALCULATION FOR A PERIOD OF 36 MONTHS:

NO	ITEM	BUILDING NAME								COMMENTS ON REQUIREMENTS	FREQUENCY	PRICE	VAT 15%	TOTAL PRICE
		GAR ONA	OLD PARLIAMENT	WELNESS CENTRE	NEW BUILDING	PORTA CAMPS	GATE HOUSE	EMBA SSY	WARE HOUSE					
1	Sanitary disposal bins / she-bins	65	53	8	40	2	2	10	8	Must have self-closing tight fitting lids with trap doors with non-touch opening/closing mechanism * Sanitary bins must be replaced free of charge in the event of mechanical malfunction or factory	Weekly			

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 122/24 SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE APERIOD OF 36 MONTHS



Tel: 018-388-4604
Fax: 086-646-0185

2	Sanitary hygiene bag dispenser	65	53	8	40	2	2	10	8	fault	Supply and replacement of plastic bag with string (minimum 90 per dispenser)	Monthly			
3	Toilet seat sanitizer (foam dispenser)	129	62	8	45	4	4	10	10	Toilet seat sanitizer (±400ml) must be replenished.	Twice monthly				
4	Hand wash liquid soap dispenser	63	60	4	45	4	4	8	8	Hand wash liquid (±500ml) must be replenished. Hand wash liquid soap must be drip free and not harsh/irritable to the skin (non-ammoniated, antibacterial and non-fragrance) Soap	Twice monthly				
										Dispensers must be replaced free of charge in the event of mechanical malfunction or factory fault					

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 122/24 SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE APERIOD OF 36 MONTHS



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										dispensers must have a reliable, user-friendly pump mechanism. Dispensers must be replaced free of charge in the event of mechanical malfunction or factory fault				
5	Automatic air freshener dispenser with anti-theft mechanism	65	60	4	45	4	2	8	10	Air freshener must be refilled and must spray at intervals of 15 minutes. *Automatic air freshener dispensers must be replaced free of charge in the event of mechanical malfunction or factory fault	According to the interval (as and when need arises)			
6	Automatic hand dryers	63	60	2	45	2	2	8	8	Automatic hand dryer must be stainless steel. Height:				

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 122/24 SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE APERIOD OF 36 MONTHS



**Nyaka Modiri Molema Road
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Mmabatho 2735
Tel: 018-388-4604
Fax: 086-646 0495**

Tel: 018-388-4604
Fax: 086-646-0185

										240mm, Depth: 200mm, Width: 270mm, 6.2kg, 2500 Watts. Automatic hand dryer must supplied with voltage of 2500W. Automaticall y sense. Dispensers installed on the wall according to manufacture r's instruction. *Automatic dispensers must be replaced free of charge in the event of mechanical malfunction or factory fault				
7	Deep clean (hand wash basin) also known as our Ablution Hygiene Treatment	117	145	16	40	4	2	10	10		Quarterly			

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 12/24 SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE APERIOD OF 36 MONTHS



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8	(AHT) Deep clean (water closet) also known as our Ablution Hygiene Treatment (AHT)	117	145	16	40	4	4	10	10		Quarterly			
9.	Deep clean (urinals) also known as our Ablution Hygiene Treatment (AHT)	80	60	8	40	2	2	6	8		Quarterly			
10	Auto janitor for urinals	80	60	8	40	2	2	6	8	Refill and replenish auto janitor sanitizer (500ml) *Auto janitor must be replaced free of charge in the event of mechanical malfunction or factory fault	Twice monthly			
GRAND TOTAL														

NB:

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 122/24 SUPPLY, INSTALLATION AND SERVICING OF TOILET HYGIENE EQUIPMENT AT GARONA, OLD PARLIAMENT, NEW BUILDING (INCLUSIVE OF GATE HOUSE AND PORTA CAMPS), WELLNESS CENTRE, EMBASSY HALL AND WAREHOUSE APERIOD OF 36 MONTHS



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- the service provider must install all SHE bins, automatic air freshener units, soap dispensers, automated hand dryers with costs included in the monthly payments
- All dispenser batteries must be of high and durability should be inspected regularly and replaced accordingly
- Upon termination of the contract the Service Provider must remove such equipment from the premises without causing any damages to the property. The service provider will be held liable for any damages and payment may be withheld.

SIGNED ON BEHALF OF THE TENDERER:

C2.2 SCOPE OF WORK

Supply, installation, and servicing of toilet hygiene equipment at Garona, Old Parliament, New Building (inclusive of Gate House and Porta Camps), Wellness Centre, Embassy Hall, and Warehouse for a period of 36 months. The contractor will be responsible for:

- Provision and installation of hygiene dispensers, including but not limited to:
 - Sanitary bins
 - Soap dispensers
 - Hand towel dispensers
 - Air fresheners
 - Seat sanitizers
 - Toilet roll dispensers
- Regular servicing and maintenance of the installed equipment, ensuring:
 - Waste disposal and replacement of sanitary bins
 - Refilling of consumables such as soap, toilet rolls, air fresheners, and hand towels
 - Repairs and replacements of faulty hygiene equipment
 - Ensuring compliance with health and safety standards
- The contractor shall ensure that all equipment is installed in compliance with the Occupational Health and Safety Act (No. 85 of 1993).
- All equipment must be SABS-approved and conform to hygiene and sanitation standards.
- Regular inspection and quality assurance checks to be performed to maintain hygiene standards.
- Availability of standby personnel to handle emergency maintenance requests.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

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

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 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 canceling 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 not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons 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 imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other 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 enterprise or person 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 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 court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own 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 anti-dumping 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 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 the 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 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 Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 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.